

**DISCLAIMER: All references in the attached plan with regard to NSPIRE will be HCV protocol until advised otherwise.**



## **PUBLIC HOUSING PROGRAM**

### **ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)**

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## **Article I. General Provisions**

### **Section 1.01 Program Objectives and Description**

The objective of the Housing Authority of Gloucester County’s (HAGC) Public Housing Program (“Program”) is to house extremely low, very low, and low-income families in decent, safe, and sanitary housing owned and managed by HAGC. The Program is intended to promote an environment for such lower income families, which is conducive to healthful living and is based on nondiscrimination on the basis of race, color, national origin, age, sex (which shall include sexual orientation and gender identity), disability, religion or familial status.

HAGC owns and manages three (3) Public Housing Projects subject to HAGC’s philosophy which concentrates the elderly in a multifamily setting, while scattering families so that their subsidy is “invisible” and the families can fully immerse within the community. HAGC complies with all the legal and management responsibilities of a landlord in addition to administering the Program in accordance with HUD regulations and this Policy.

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

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

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

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

### **Section 1.02 Administrative Authority**

This Admissions and Continued Occupancy Policy (“Policy”) is HAGC’s written statement of polices used to carry out the Program in accordance with federal law and regulations, and the Department of Housing and Urban Development (HUD) regulations. If there is any conflict between this Policy and such laws or regulations, such laws and regulations shall prevail. All issues related to public housing not addressed in this Policy are governed by applicable federal, state and local law and regulations. This Policy is designed to ensure compliance with the Consolidated Annual Contributions Contract and HUD-approved applications for Program funding. This Policy is approved by the HAGC Board of Commissioners. HAGC will revise this Policy as needed to comply with changes in federal law and regulations, and HUD regulations.

### **Section 1.03 Extenuating Circumstances**

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

### **Section 1.04 File Maintenance**

In order to demonstrate compliance with HUD and other pertinent regulations, HAGC will maintain records, reports, and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional, or other interested party to follow, monitor, and or assess HAGC operational procedures objectively and with accuracy and in accordance with such regulations. HAGC maintains an electronic file for each applicant and tenant. The electronic file shall be considered the official file. HAGC also maintains a paper file, the purpose of which is to support the electronic file. All applicants and tenants, or their representatives, requesting to review HAGC files or records shall be provided with an electronic copy of the official, electronic file.

### **Section 1.05 Privacy Rights**

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

### **Section 1.06 Attachments**

- A. HAGC Policies and Forms. HAGC policies and forms that are attachments to this Plan are independent of this Plan subject to a separate approval process and may be revised or replaced by HAGC without revising this Plan. If HAGC revises or replaces any HAGC policy or form that is an attachment to this Plan, upon approval of such revised or replacement policy or form by HAGC, the applicable attachment hereto shall be replaced with the approved, revised or replacement HAGC policy or form and shall be effective upon approval by HAGC, and HUD if applicable, of the revised or replacement policy or form.
- B. HUD Forms. HUD forms that are attachments to this Plan are independent of this Plan and may be revised or replaced by HUD without revising this Plan. If HUD revises or replaces any HUD forms that are attachments to this Plan, upon approval of such revised or replacement forms by HUD, the applicable attachment hereto shall be replaced with the approved, revised or replacement HUD form and shall be effective upon approval by HUD of the revised or replacement form. HUD forms may be used after the expiration date

identified on the HUD form if no successor revised or replacement form has been approved by HUD.

### **Section 1.07 Housing Opportunity Through Modernization Act (HOTMA)**

All provisions of the Housing Opportunity through Modernization Act shall be fully implemented by January 1, 2025.

### **Section 1.08 Definitions**

- A. Adjusted Annual Income: Adjusted Annual Income is annual gross income after deductions for specific allowances, on which the tenant rent is based.
- B. Annual Income: Annual Income shall be calculated in accordance with 24 *C.F.R.* 5.609.
- C. Applicant (Applicant Family): A person or a family, including all Household members, that has applied for admission to the Program but is not yet a participant in the Program.
- D. Child Care Expenses: Amounts anticipated to be paid by the Family for the care of children under thirteen (13) years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to be gainfully employed, to seek employment, or to further his or her education. The amount deducted shall reflect reasonable charges for child care, and in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.
- E. Dependent: A member of the Family Household (excluding foster children, foster adults and Live-in-Aide) other than the Family head or spouse, who is under eighteen (18) years of age or is a Disabled Person or is a Full-time student. Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or **participant** family fifty percent (50%) or more of the time. When more than one applicant or assisted family (regardless of program) are claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, HAGC will make the determination based on available documents such as court orders, an IRS income tax return showing which family has claimed the child for income tax purposes, school records, or other credible documentation.
- F. Disabled Family: A family whose head co-head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

A person who is disabled is defined in Section 223 of the Social Security Act, or in Section 102(5) of the Development Disabilities Services & Facilities Construction Amendment of 1970. (42 *U.S.C.* 423 and 42 *U.S.C.* 2691 (1) respectively). Section 223 of the Social Security Act defines disability as:

1. Inability to engage in any substantial gainful activity by reason of any medically

determinable physical or mental impairment which can be expected to last for a continuous period of not less than twelve (12) months; or

2. In the case of an individual who has reached age fifty-five (55) and is blind (within the meaning of “Blindness” as defined in Section 416(i)(1) of the title. Inability, by reason such blindness, to engage in substantial gainful activity requiring skills or abilities equal to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time.

Section 102(5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970 defines disability as:

.....a disability attributable to mental retardation, cerebral palsy, epilepsy, or another neurological condition of an individual found by the Secretary of Health, Education and Welfare to be closely related to mental retardation or to require treatment similar to that required by mentally retarded individuals, which disability originates before such individual attains age eighteen (18), which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to that individual.

- G. Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose unit has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.
- H. Elderly/Disabled Household Exemption: An exemption of \$400 per household.
- I. Elderly Family: A family whose head, spouse, or sole member is a person who is at least sixty-two (62) years of age; or two or more persons who are at least sixty-two (62) years of age living together; or one or more persons who are at least sixty-two (62) years of age living with a live-in aide.
- J. Extremely Low Income: A family whose Annual Income does not exceed thirty percent (30%) of the median income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income limits higher or lower than thirty percent (30%) of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family income.
- K. Family: Family includes but is not limited to, regardless of actual or perceived sexual orientation, gender identity, or marital status:
  1. A family with or without children (the temporary absence, not to exceed 6 months) of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
  2. An elderly family;
  3. A near-elderly family;



4. A disabled family;
  5. A displaced family; and
  6. The remaining member of a tenant family.
- L. Foster Children and Foster Adults: Foster children and foster adults that are living with an applicant or participant family are considered household members but not family members. The income of foster children/adults is not counted in family annual income and foster children/adults do not qualify for a dependent deduction.
- M. Full-Time Student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school, as well as an institution offering a college diploma.
- N. Guest: A guest is defined as a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The lease must provide that the tenant has the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease, including reasonable accommodation of their guests. The head of household is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near HAGC premises. 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). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return. Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the public housing unit more than fifty percent (50%) of the time, are not subject to the time limitations of guests as described above. Former tenants who have been evicted are not permitted as overnight guests. Guests who represent the public housing unit address as their residence address or address of record for receipt of benefits or any other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered to be unauthorized occupants, and their presence constitutes violation of the lease.
- O. HAGC: The Housing Authority of Gloucester County.
- P. Head of Household: The adult family member who is head of household for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the Program, alone or in conjunction with a co-head or spouse. The family may designate any qualified family member as the head of household. The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

- Q. Household: Household is a broader term than family that includes additional people who, with HAGC's permission, live in a public housing unit, such as live-in aides, foster children, and foster adults.
- R. HUD: The U.S. Department of Housing and Urban Development.
- S. Ineligible Noncitizens: Those noncitizens who do not wish to contend their immigration status are required to have their names listed on a noncontending family members listing, signed by the head, spouse, or cohead (regardless of citizenship status), indicating their ineligible immigration status. HAGC is not required to verify a family member's ineligible status and is not required to report an individual's unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS). Providing housing assistance to noncitizen students is prohibited [24 C.F.R. 5.522]. This prohibition extends to the noncitizen spouse of a noncitizen student as well as to minor children who accompany or follow to join the noncitizen student. Such prohibition does not extend to the citizen spouse of a noncitizen student or to the children of the citizen spouse and noncitizen student. Such a family is eligible for prorated assistance as a mixed family.
- T. Live-In Aide: See HAGC's Live-In Aide Policy at Attachment \_\_\_ to this Policy for the definition of Live-In Aide.
- U. Lower Income Family: A family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family income.
- V. Medical Expense Deduction: A deduction of unreimbursed medical expenses, including insurance premiums, anticipated for the period for which Annual Income is computed. Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by HAGC for the purpose of determining a deduction from income, the expenses claimed must be verifiable.
1. For elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less three percent (3%) of annual income.
  2. For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in Subsection NN.
- W. Mixed Families: A family is eligible for admission as long as at least one member is a citizen, national, or eligible noncitizen. Families that include eligible and ineligible individuals are considered mixed families. Such families will be given notice that their assistance will be prorated, and that they may request a hearing if they contest this

determination.

- X. Monthly Adjusted Income: One twelfth (1/12) of Adjusted Income.
- Y. Monthly Income: One twelfth (1/12) of Annual Income.
- Z. Near-Elderly Family: A near-elderly family means a family whose head, co-head, spouse, or sole member is a person who is at least fifty (50) years of age, but below the age of sixty-two (62); or two (2) or more persons, who are at least fifty (50) years of age, but below the age of sixty-two (62) living together; or one or more persons who are at least fifty (50) years of age, but below the age of sixty-two (62) living with one or more live-in aides.
- AA. Net Family Assets: Value of equity in real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD Homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the Family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income).
- The determination of Net Family Assets shall include the value of any assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two (2) years preceding the date of application for the Program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less consideration not measurable in dollar terms.
- BB. Operating Jurisdiction: The following Gloucester County communities participating in the Program: Clayton (Boro.), Deptford (Twp.), East Greenwich (Twp.), Elk (Twp.), Franklin (Twp.), Glassboro (Boro.), Greenwich (Twp.), Harrison (Twp.), Logan (Twp.), Mantua (Twp.), Monroe (Twp.), National Park (Boro.), Paulsboro (Boro.), Swedesboro (Boro.), Washington (Twp.), West Deptford (Twp.), Westville (Boro.), Woodbury (City), Woodbury Heights (Boro.) and Woolwich (Twp.).
- CC. Program: HAGC's Public Housing Program.
- DD. Public Housing Agency (PHA): Any state, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for lower income families.
- EE. Servicemember: A person currently in the active military or naval service of the United States.
- FF. Spouse, Cohead, and Other Adult: A family may have a spouse or cohead, but not both. Spouse means the marriage partner of the head of household. A cohead is an individual in the household who is equally responsible with the head of household for ensuring that

the family fulfills all its responsibilities under the Program, but who is not a spouse. A family can have only one cohead. Other adult means a family member, other than the head, spouse, or cohead, who is eighteen (18) years of age or older. Foster adults and live-in aides are not considered other adults.

- GG. Tenant Rent: The amount payable monthly by the Family as rent to HAGC. Where all utilities (except telephone) and other essential housing services are supplied by HAGC, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by HAGC and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance.
- HH. Total Tenant Payment: The monthly amount calculated in accordance with federal regulations Total Tenant Payment shall be the highest of the following, rounded to the nearest dollar:
1. Thirty percent (30%) of monthly Income; or
  2. Ten percent (10%) of Monthly Income; or
  3. If the family received Welfare Assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs is specifically designated by such agency to meet the family's housing costs, the monthly portion of such payments which is so designated. If the family's Welfare Assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated shall be the amount resulting from one application of the percentage; or
  4. Flat rent, if chosen by the family.
- II. Utilities: Water, electricity, gas other heating, refrigeration and cooking fuels, trash collection and sewerage services. Telephone and television service are not included as a utility.
- JJ. Utility Allowance: If the cost of utilities (except telephone) and other essential housing services for an assisted unit is not included in the Tenant Rent, but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by HAGC or HUD, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of safe, sanitary and healthful living.
- KK. Utility Reimbursement: The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.
- LL. Very Low-Income Family: A Lower Income Family whose annual income does not exceed fifty percent (50%) of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than fifty percent (50%) of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family

incomes.

- MM. Veteran: A person who has served in the active military service of the United States (Army, Navy, Air Force, Marine Corps, Coast Guard, and the Commissioned Corps of the United States Public Health Service) and who has been discharged or released from such service under honorable circumstances.
- NN. Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by federal, state or local governments.
- OO. Work-Related Disability Expenses: A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.
1. For non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent (3%) of Annual Income, provided the amount so calculated does not exceed the employment income earned.
  2. For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent (3%) of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined herein.

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

### **Section 2.01 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 discriminate because of race, color, national origin, sex, religion, familial status, or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land, that is part of a development under HAGC's jurisdiction covered by a public housing Annual Contributions Contract with HUD.

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 2.03 of this Policy).

### **Section 2.02 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 2.03 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 2.04 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.

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

#### **Section 3.01 Receipt and Initial Processing of Pre-Applications**

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

**HAGC – Administrative Office**

100 Pop Moylan Blvd., Deptford, NJ 08096

**Carino Park Apartments**

100 Chestnut Street, Williamstown, NJ 08094

**Colonial Park Apartments**

401 S. Evergreen Avenue, Woodbury, NJ 08096

**Nancy J. Elkis Seniors Housing**

100 Pop Moylan Blvd., Deptford, NJ 08096

**Shepherd's Farm Senior Housing**

981 Grove Road, West Deptford NJ 08086

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

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

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

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

### **Section 3.02 Organization and Selection from Waiting List**

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

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

### **Section 3.03 Preferences**

Applicants with the highest number of preferences shall be given priority in selection from the waiting list. When selecting applications from the waiting lists, the second consideration shall be the targeting requirements as fully described in Section 3.05 of this Policy.

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

Information provided to HAGC in support of a preference must be verified by HAGC pursuant to Article VI of this Policy. Preferences shall be verified during the pre-application process, except for the residency preference which shall be verified at the time of application.

#### **A. State Preferences**

##### **1. Veterans and Surviving Spouses Preference (*N.J.A.C. 5:40-2.2*)**

For existing projects administered by HAGC, where an open waiting list for housing units exists, or where such a list is opened or reopened in the future to accept additional applications, a preference must be created for veterans and surviving spouses. For future housing projects undertaken by HAGC, a housing preference must be created for veterans and surviving spouses. These preferences shall take priority over all other preferences. Within the preference for veterans and surviving spouses, HAGC shall provide a priority to applicants in the following order:

- (a) Veterans who are both homeless and disabled (eligible applicants will be awarded seventy-five (75) preference points);
- (b) Homeless veterans (eligible applicants will be awarded fifty (50) preference points); and

- (c) Disabled veterans. The preference for disabled veterans shall include family members who are the primary residential caregivers to such veterans and who are residing with them (eligible applicants will be awarded twenty-five (25) preference points).

Veterans and surviving spouses must meet all eligibility criteria for a housing project. Veteran and surviving spouses must possess a valid DD-214, NGB-22 or any other government issued record evidencing the type of discharge from service is other than “dishonorable”.

## B. HAGC Established Local Preferences

HAGC has established a system of local preferences for the selection of families admitted to the Program. The preferences affect the order of applicants on the waiting list but do not make anyone eligible who was not otherwise eligible.

1. Residency Preference. A local residency preference will be given to applicants, whose head, co-head, or spouse at the time of registration, are residents of, working, or hired to work in the Operating Jurisdiction. Please note the following with respect to specifically how the local preference shall be administered. Applicants are provided one point for a local preference.
  - (a) An applicant who is a resident or works in the 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 the Operating Jurisdiction at the time of eligibility determination, they retain 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 the Operating Jurisdiction is not eligible for the local preference.
  - (c) An applicant, who lives and works outside the Operating Jurisdiction on the day their application is received, will be entitled to the local preference if they notify HAGC in writing that they have moved into or obtained employment in the Operating Jurisdiction. The applicant must, at the time of eligibility determination, live or work within the Operating Jurisdiction. HAGC must be able to obtain objective, third-party documentation that the applicant has moved into or works within the Operating Jurisdiction.
  - (d) An applicant who lives and works outside the Operating Jurisdiction at the time their application is received by HAGC and subsequently notifies HAGC that they have moved into or begun working within the Operating Jurisdiction; but is not a resident of or working within the 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 they can document

to the satisfaction of HAGC that they lived or worked in the Operating Jurisdiction immediately prior to becoming homeless.

Applicants with physical disabilities will be given priority consideration for units with physical modifications suited for their disability.

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

2. **Elderly and Near-Elderly Disabled Preference.** HAGC shall also provide a preference for the elderly and near-elderly disabled households at Carino Park Apartments and Deptford Park Apartments. Applicants are provided one point for this preference. An Elderly household is defined as one whose head, co-head, or spouse is sixty-two (62) years of age or older. A Near-Elderly Disabled household is defined as one whose head, co-head, or spouse is between the ages of fifty (50) and sixty-two (62) years and is disabled. Disabled is defined in 42 *U.S.C.* 423 (the Social Security definition) as a person who: is determined to have a physical, mental or emotional impairment that is expected to be of long-continued and indefinite duration; is substantially impeded in his or her ability to live independently; is of such nature that the ability to live independently could be improved by more suitable housing conditions; or has a developmental disability as defined in 42 *U.S.C.* 6001.

### **Section 3.04 Maintaining the Waiting List**

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

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

### **Section 3.05 Eligibility Criteria**

HAGC will take the necessary steps to ensure that every individual and family admitted to the

Program meets all Program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the Program. The family must provide any information needed by HAGC to confirm eligibility and determine the level of the family's assistance.

An applicant is qualified if the applicant meets all the following criteria:

A. Is a family, as defined by this Policy;

1. For the purposes of this document, a family may consist of any group of persons that are related by blood, marriage, operation of law, or have evidenced a stable family relationship over a period of time to the satisfaction of HAGC by sharing expenses, family responsibilities, and a residency; and whose incomes and resources are jointly available to meet the needs of the family.
2. An elderly or disabled family is family whose head, co-head, spouse, or sole member is at least sixty-two years of age or who is physically, mentally, or developmentally disabled in accordance with Section 223 of the Social Security Act or Section 102b(5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970.
3. A near-elderly family is a family whose head, co-head, spouse, or sole member is a least fifty years of age but below the age of sixty-two years.
4. A full-time college student of a non-parental/guardian household may be considered a family if the student is of legal age or an emancipated minor under NJ state law. The student must provide verification to the satisfaction of HAGC. Each college student within a household must provide a written and signed certification that the student does or does not anticipate receiving financial support from the student's parent(s) or guardian(s) and the amount of support. HAGC must verify via independent third-party verification, preferably written, all amounts anticipated to be received outside of the family during the twelve (12) month period following admission and the effective date of the annual reexamination. The college student must have established a household separate from his/her parents or legal guardians for at least one year prior to applying to the Program. HAGC must obtain evidence of separate households by reviewing/verifying the address information that predates the student's application by a minimum of one year. The college student must not be claimed as a dependent by his/her parent(s) or legal guardian(s) on their IRS tax return. HAGC must request a copy of the college student's Form 1040EZ, 1040A, or 1040 tax return, as applicable, for the prior year. HAGC may also, if practicable, review the college student's parents' or guardians' tax returns. The college student must supply any information HAGC or HUD determines is necessary in the administration of the Program. HAGC must verify, through an independent third party, all financial assistance from federal and state grants and/or loans, academic scholarships, and work-study program wages paid directly to the student or the education institution. Amounts shall be counted in the determination of annual income in accordance with HUD regulations and any requirements as specified in appropriations' acts. For the 2005 Appropriations Act, HAGC will deny Public Housing Assistance to persons receiving athletic scholarship assistance for

housing costs exceeding \$5,000 annually.

- B. Have Income at or below HUD-specified income limits. HUD is required by law to establish income limits that determine the income eligibility of applicants for HUD's assisted housing programs, including the Program. The income limits are published annually and are based on HUD estimates of the median incomes for families of different sizes in a particular area or county. HAGC must also maintain the Public Housing Income Targeting Requirements, as described below. Not less than forty percent (40%) of the new families admitted into the Program must have incomes at or below thirty percent (30%) of the area median income (extremely-low income) for the appropriate family size, as determined by HUD. In order to achieve the income targeting requirement of not less than forty percent (40%) of new admissions, families with incomes greater than thirty percent (30%) of the area median income will be temporarily skipped on the waiting list. Once the new admissions in the Program have exceeded 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 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. For admission into the Program, HAGC may establish and use criteria for selection of tenants for units in developments that will produce a mix of incomes in the developments, subject to the above provisions.
1. Other income eligibility criteria for Project 204-1. Since the units of this project were available to lease prior to 1981, the anticipated annual income of not more than twenty-five percent (25%) of the new families admitted must not exceed eighty percent (80%) of the area median income (low income) other than very low-income families. The number of families selected from the group that had been temporarily skipped will vary in order to be in compliance with the requirements that at least 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 percent (25%) are at or below eighty percent (80%), and the remaining new admissions have incomes at or below fifty percent (50%) of the area median income (very low income).
  2. Other income criteria for Projects 204-3 and 204-4. Since the units of these projects were available to lease after 1981, HAGC may permit no more than fifteen percent (15%) of the new families admitted to have annual income at or below eighty percent (80%) of the area median income (low income) other than very low income families. The number of families selected from the group that had been temporarily skipped (as described in Subsection B above) will vary in order to be in compliance with the requirements that at least forty percent (40%) of the new admissions must have incomes at or below thirty (30%) of the area median income, no more than fifteen (15%) are at or below eighty percent (80%), and the remaining new admissions have incomes at or below fifty percent (50%) of the area median income (very low income).
- C. Qualify on the basis of citizenship or the eligible immigrant status of family members. Housing assistance is available only to individuals who are U.S. citizens, U.S. Nationals (herein referred to as citizens and nationals), or noncitizens that have eligible immigration



status. At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance. All applicant families must be notified of the requirement to submit evidence of their citizenship status when they apply. HAGC will verify the status of applicants at the time other eligibility factors are determined.

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

1. U.S. Citizens and Nationals. In general, citizens and nationals are required to submit only a signed declaration that claims their status. However, HUD regulations permit HAGC to request additional documentation of their status, such as a passport. Family members who declare citizenship or national status will not be required to provide additional documentation unless HAGC receives information indicating that an individual's declaration may not be accurate.
2. Eligible Noncitizens. In addition to providing a signed declaration, those declaring eligible noncitizen status must sign a verification consent form and cooperate with HAGC's efforts to verify their immigration. The documentation required for establishing eligible noncitizen status varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, the person's age, and the date on which the family began receiving HUD-funded assistance. Lawful residents of the Marshall Islands, the Federated States of Micronesia, and Palau, together known as the Freely Associated States, or FAS, are eligible for housing assistance under Section 141 of the Compacts of Free Association between the U.S. Government and the Governments of the FAS [Public Law 106-504].
3. Ineligible Noncitizens. Those noncitizens who do not wish to contend their immigration status are required to have their names listed on a noncontending family members listing, signed by the head, spouse, or co-head (regardless of citizenship status), indicating their ineligible immigration status. HAGC is not required to verify a family member's ineligible status and is not required to report an individual's unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS). Providing housing assistance to noncitizen students is prohibited. This prohibition extends to the noncitizen spouse of a noncitizen student as well as to minor children who accompany or follow to join the noncitizen student. Such prohibition does not extend to the citizen spouse of a noncitizen student or to the children of the citizen spouse and noncitizen student. Such a family is eligible for prorated assistance as a mixed family.
4. Mixed Families. A family is eligible for admission as long as at least one member is a citizen, national, or eligible noncitizen. Families that include eligible and ineligible

individuals are considered mixed families. Such families will be given notice that their assistance will be prorated, and that such families may request a hearing if they contest this determination.

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

### **Section 3.06 Screening Applicants for Program Eligibility Based on Criminal Activity**

HAGC will perform criminal background checks for all adult household members, eighteen (18) years and older, in compliance with federal law regarding Program eligibility. HAGC will also use the Dru Sjodin National Sex Offender database, and any other state sex offender registration database, and criminal records information from a state or local agency to screen applicants for admission. Additionally, HAGC will ask whether the applicant is subject to a lifetime registered sex offender registration requirement in any state. Prior to denying admission based on a criminal record or on lifetime sex offender registration information, HAGC will provide the applicant a copy of the record or information and an opportunity to dispute the accuracy and relevance of the record/information prior to a denial of admission. HAGC will obtain information from drug abuse treatment facilities to determine whether any applicant is currently engaging in illegal drug activity only when HAGC has determined that the applicant will be denied admission based on drug-related criminal activity, and applicant claims that the culpable family member has successfully completed a supervised drug or alcohol rehabilitation program.

- A. In accordance with federal regulations 24 *C.F.R.* 9060.204, 24 *C.F.R.* 5.584 and 24 *C.F.R.*

5.8567-5.857, HAGC must deny admission to the Program for applicants who:

1. Have been evicted from federally assisted housing for drug-related criminal activity within the past three years;
2. Are currently engaged in the illegal use of a drug;
3. Display a pattern of illegal use of a drug that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
4. Have ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing;
5. Abuse or have a pattern of abuse of alcohol which may threaten the health, safety or right to peaceful enjoyment of the premises by other residents; or
6. Are subject to a lifetime registration requirement under a state sex offender registration program.

B. In accordance with federal regulations 24 *C.F.R.* 960.203(c) and 24 *C.F.R.* 5.855, HAGC may deny admission to the Program for applicants who:

1. Have a history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other tenants;
2. Are currently engaged in, or has engaged in during a reasonable time before the admission decision, drug-related criminal activity;
3. Are currently engaged in, or has engaged in during a reasonable time before the admission decision, violent criminal activity;
4. Are currently engaged in, or has engaged in during a reasonable time before the admission decision, other criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; or
5. Are currently engaged in, or has engaged in during a reasonable time before the admission decision, other criminal activity that would threaten the health or safety of HAGC or owner or any employee, contractor, subcontractor or agent of HAGC or owner who is involved in the housing operations.

See HAGC's One Strike and You're Out Policy regarding prohibited activity resulting in a denial or termination of assistance and HAGC's policies governing denials/terminations on the basis of drug-related and other criminal activity.

### **Section 3.07 Screening Applicants for Tenant Suitability Based on Criminal Activity**

Once HAGC determines an applicant eligible for admission into the Program (Eligible Applicant), 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.

### **Section 3.08 Screening Applicants for Tenant Suitability Based on Other Conduct**

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

- A. All applicants shall be screened in accordance with HUD's regulations and sound management practices. During screening, HAGC will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:
1. To pay rent and other charges (e.g., utility bills) as required by the lease in a timely manner;
  2. To care for and avoid damaging the unit and common areas;
  3. To use facilities and equipment in a reasonable way;
  4. To create no health, or safety hazards, and to report maintenance needs;

5. Not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others; and
6. To comply with necessary and reasonable rules and Program requirements of HUD and HAGC.

B. How HAGC will check ability to comply with essential lease requirements:

1. Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with HAGC's procedures on applicant screening. Applicant screening shall assess the conduct of the applicant, in present and prior housing. Any costs incurred to complete the application process and screening will be paid by HAGC.
2. The history of applicant conduct and behavior must demonstrate that the applicant can reasonably be expected not to:
  - (a) Interfere with other residents in such a manner as to diminish other residents' peaceful enjoyment of the premises by adversely affecting other residents' health, safety, or welfare;
  - (b) Adversely affect the physical environment or financial stability of the project;
  - (c) Violate the terms and conditions of the lease; and
  - (d) Require services from HAGC staff that would alter the fundamental nature of the Program.
3. HAGC will conduct a detailed interview of all applicants using an interview checklist form as part of the screening procedures. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification.
4. HAGC will complete a credit check and a rental history check on all applicants. Credit ACCU score of more than 73.3 will result in a denial.
5. Payment of funds owed to HAGC or any other housing authority is part of the screening evaluation. HAGC will reject an application for unpaid balances owed to HAGC by the applicant for any program operated by HAGC.
6. If any screening activity suggests that an applicant may be currently engaged in illegal use of drugs, HAGC may seek information from a drug abuse treatment facility to determine whether the facility has reasonable cause to believe the applicant is currently engaging in illegal drug use.
7. HAGC will complete a home visit on all 204-1 applicants that have passed criminal history screening. Staff completing the home visit will consider whether the conditions the staff observe are the result of the applicant's treatment of the unit or are caused by

the unit's overall substandard condition.

8. Housekeeping criteria to be checked shall include, but not be limited to: Conditions in living room, kitchen (food preparation and clean-up), bathroom, bedrooms, entrance-ways, halls, and yard (if applicable); Cleanliness in each room; and General care of appliances, fixtures, windows, doors and cabinets. Other lease compliance criteria will also be checked, such as: Evidence of destruction of property; Unauthorized occupants; and Conditions inconsistent with application information.
9. HAGC's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of the applicant's:
  - (a) Past performance in meeting financial obligations, especially rent and utility bills.
  - (b) Record of disturbance of neighbors (sufficient to warrant a police call) destruction of property or living or housekeeping habits that may adversely affect the health, safety, or welfare of other tenants or neighbors.
  - (c) Record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).
  - (d) Ability and willingness to comply with the terms of HAGC's lease.

#### **Article IV. Denial of Admission**

A family that does not meet the eligibility criteria discussed in eligibility screening above must be denied admission. In addition, HUD requires or permits HAGC to deny admission based on certain types of current or past behaviors of family members as discussed in Sections 3.05 through 3.07 of this Policy. HAGC is limited by the Violence against Women Act (VAWA), which expressly prohibits the denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been the victim of domestic violence, dating violence, sexual assault, or stalking. HAGC will use the preponderance of the evidence as the standard for making all admission decisions. Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

A. HUD requires HAGC to deny assistance in the following cases:

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



ineligible family member from the household. If the family is unwilling to remove that individual from the household, HAGC must deny admission to the family.

B. Other Reasons for Denial of Admissions:

1. If any household member is currently engaged in or has engaged in any of the following criminal activities in violation of HAGC's One Strike and You're Out Policy.
2. An applicant's intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition or rent will result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
3. Previous behavior as discussed in Sections 3.05 through 3.07 of this Policy.

**Article V. Removal from Waiting List**

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

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

The provisions of this Policy are not intended to violate the rights of disabled persons. Persons who fail to respond to HAGC's attempts to contact them because of verified situations related to a disability shall be entitled to reasonable accommodation in accordance with Section 2.03 of this Policy. In such circumstances HAGC shall reinstate these individuals to their former waiting list positions. The Violence Against Women Act of 2013 (VAWA) and HUD Regulations prohibit HAGC from denying an applicant admission to the Program "on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, if the applicant otherwise qualified for assistance or admissions."

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

**Article VI. Verification of Information**

HAGC will verify all information that is used to establish the family’s eligibility and level of assistance and will obtain written authorization from the family in order to collect the information. If any family member who is required to sign a consent form fails to do so, HAGC will deny admission to the applicant and terminate the lease of the tenant. Applicants and tenants must cooperate with the verification process as a condition of receiving assistance. HAGC will follow the verification hierarchy process to verify income under Subsection B below. Any documents used for verification must be the original (not photocopies) and generally must be dated within sixty (60) days of the date such documents are provided to HAGC. The documents must not be damaged, altered or in any way illegible. Any family declarations or self-certifications must be made in a format acceptable to HAGC and must be signed in the presence of an HAGC representative or notary public.

All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family’s file in sufficient detail to demonstrate that HAGC has complied with the verification processes set forth in this Policy. HAGC will document, in the family file, the following:

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

A. Verification factors and form of documentation. The table below lists factors along with acceptable forms of documentation within each factor. The below forms of documentation acceptable to HAGC are not exhaustive and HAGC, in its sole discretion, may accept additional forms of documentation not identified below.

<b>Verification Factor</b>	<b>Form of Documentation</b>
Name	A form of government issued identification such as a birth certificate, driver’s licenses, or identification card.
Age	Government issued documentation such as a birth certificate driver’s licenses, or identification card that includes a birth date.
Married	Certificate of marriage or license.
Divorced	Copy of certified divorce decree.
Separated	Copy of certified, court-order maintenance award (if legal) or a notarized statement declaring separation.
Full-Time Dependent Student	Current school records documenting a student’s status as full-time at a degree or certificate granting institution. This requirement applies only to household members eighteen (18) years and older.
Child Custody	Court Order establishing residential custody or adequate court documents seeking residential child custody.
Employment Income	HAGC will check the Enterprise Income Verification database (EIV) to verify sources of income and benefits. Most recent paycheck stubs (consecutive: six for weekly pay, three for biweekly or semi-monthly pay, two for monthly pay); employer-generated salary report or letter

	stating current annual income, W-2 forms if the applicant has had the same employer for at least two (2) years and increases can be accurately projected; earnings statements; and most recent federal income tax statements are required. Verification must specify: beginning date of employment; amount of pay; frequency of pay; effective date of last pay increase; and probability and effective date of any increase during the next twelve (12) months.
Self-employment, Gratuities, Seasonal or Sporadic	Form 1099, 1040/1040A or Schedule C of 1040 showing amount earned and employment period; U.S. Internal Revenue Service (IRS) transcripts will be required. Additionally, signed self-certifications, IRS letter of non-filing or full income tax returns may be required.
Business Income	IRS Form 1040 with schedules C, E or F; financial statements; any loan application or credit report listing income derived from business during the preceding twelve (12) months.
Rental Income	Copies of recent bills, checks or leases to verify income; tax assessment information; insurance premiums; receipts for maintenance and utility expenses; bank statements.
Dividend and Interest Income	Copies of current bank statements, bank passbooks, certificates of deposit showing current rate of interest; copies of IRS form 1099 from the financial institution and verification of projected income for the next twelve (12) months; broker's quarterly statements showing value of stocks, bonds and earnings credited to the applicant; tax forms to indicate earned income tax credits.
Interest from Sale of Real Property	Amortization schedule with amount of interest earned in next twelve (12) months.
Social Security and Supplemental Security Income (SSI)	Annual award letter signed by authorizing agency.
Public Assistance Benefits	Original benefit letter signed by authorizing agency; copies of checks or records from agency stating payments, dates, pay period and benefit schedule.
Recurring Contributions or Gifts	Copies of checks received by the applicant or a self-certification that contains the following information: the person who provides the gifts; the value of the gifts; the regularity (dates) of the gifts; and the purpose of the gifts.
Family Assets	Passbooks, checking or savings account statements, certificates of deposit, stock or bond documents or other financial statements; documents related to retirement funds; opinions from attorneys, stockbrokers, bankers and real estate agents verifying penalties and reasonable costs incurred to convert assets to cash.
Real Property	Copies of real estate tax statements; copies of real estate closing documents, which indicate distribution of sales proceeds and settlement costs; mortgage statements, a copy of a deed, utility bills for rental property and any other documents to establish the current value of any property.
Trust	In the event that a participant is owner of a trust but does not receive income from that trust, proper documentation such as a "trust

	instrument” that explains that the participant does not, or cannot, receive income from the trust, must be submitted.
Disability Income/Workers Compensation	Benefit letter from authorizing agency indicating pay rate and period over which payments will be made; copies of checks or records from agency stating payments, dates, pay period and duration of benefit term.
Pension	Benefit letter from authorizing agency; copies of checks or records from agency stating payments, dates, pay period and duration of benefit term.
Alimony and/or Child Support	Copies of recent checks, recording the date, amount and check number of alimony or child support payment; a court ordered support schedule; recent letters from the court.
Education Scholarships	Award letters showing the scholarship’s purpose, amount and dates of the awards.
Medical Expense	Acceptable forms of documentation of medical expenses include but are not limited to: copies of cancelled checks that verify payments on outstanding medical bills that will continue for the next twelve (12) months; income tax forms which itemize medical expenses that are expected to continue over the next twelve (12) months; copies of cancelled checks that verify payments to a live-in aide; receipts or ticket stubs which verify transportation expenses directly related to medical care; written verification by a doctor, hospital or clinic personnel of the anticipated medical costs to be incurred by the family and regular payments due on medical bills; written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
Childcare Expenses	Verification of childcare expenses must include the childcare provider’s name, address and telephone number, the names of the children cared for, the number of hours the childcare occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods. HAGC will require as documentation copies of receipts or cancelled checks indicating childcare payments. If the childcare provider is an individual, that person must provide a notarized statement of the amount they are charging the family for their services.
Assistance to Persons with Disabilities	Written certification from a reliable professional that the disabled person requires the services of an attendant and/or the use of any auxiliary apparatus permitting him/her to be employed or function with sufficient independence thus enabling another family member to be employed; family’s certification as to how much if any amount of reimbursement for any of the expenses of disability assistance they receive; and the following documentation:  <u>Attendant Care:</u> <ul style="list-style-type: none"> <li>• Attendant’s written certification of amount received from the family, frequency of receipt, and hours of care provided; and</li> </ul>

	<ul style="list-style-type: none"> <li>• Certification of family and attendant and/or copies of cancelled checks family used to make payments.</li> </ul> <p><u>Auxiliary Apparatus:</u></p> <ul style="list-style-type: none"> <li>• Receipts for purchase or proof of monthly payments and maintenance expenses for auxiliary apparatus; and</li> <li>• In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.</li> </ul>
Residency	<p>At least two (2) of the following documents to prove residency:</p> <ul style="list-style-type: none"> <li>• Utility bill (electric, water, refuse, telephone, cable or gas)</li> <li>• Checking or savings account statement from a bank or credit union</li> <li>• High school or college report card or transcript containing an address</li> <li>• Lease or rental agreement</li> <li>• Property tax bill, statement or receipt</li> <li>• Letter or official correspondence from IRS or state tax office, or any federal or local government agency</li> <li>• Deed/Title</li> <li>• Mortgage</li> <li>• Insurance Policy</li> <li>• Voters Registration Card</li> <li>• Pay Stub</li> <li>• Pension or retirement statement</li> <li>• Court Order</li> <li>• New Jersey Drivers License or ID Card</li> <li>• Military Service Records</li> <li>• Federal/State Tax Return</li> </ul> <p>Mail addressed to P.O. boxes is not accepted as proof of residency.</p>
Social Security Numbers	<p>HAGC must accept the following documentation as acceptable evidence of the social security number:</p> <ul style="list-style-type: none"> <li>• An original SSN card issued by the Social Security Administration (SSA);</li> <li>• An original SSA-issued document, which contains the name and SSN of the individual; or</li> <li>• An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual.</li> </ul> <p>HAGC may only reject documentation of an SSN provided by an applicant or tenant if the document is not an original document, if the original document has been altered, mutilated, is illegible, or if the document appears to be forged.</p>

Displacement Status	This verification may be obtained from source of displacement project reported.
Veteran/Surviving Spouse	<ul style="list-style-type: none"> <li>• Valid DD-214;</li> <li>• NGB-22; or</li> <li>• Any other government issued record evidencing the type of discharge from service is other than “dishonorable”</li> </ul> <p>For Surviving Spouses:</p> <ul style="list-style-type: none"> <li>• One of the above forms of documentation;</li> <li>• Marriage License; and</li> <li>• Death Certificate.</li> </ul>
Homeless Veteran/Surviving Spouse	<ul style="list-style-type: none"> <li>• Certification from a social service agency;</li> <li>• Eviction Notice from current landlord; or</li> <li>• Warrant of Removal.</li> </ul>
Recert of Income for Family with ≤ \$5,000	Tenant Declaration (verification of accuracy of declaration not required)

B. Verifying income. HAGC shall utilize the following verification hierarchy and techniques to verify income in accordance with HUD Notice PIH 2017-12 and any subsequent guidance issued by HUD:

Level	Verification Technique	Ranking
6	Upfront Income Verification (UIV) using HUD’s Enterprise Income Verification (EIV) system (not available for income verifications of applicants)	<b>Highest</b> (Mandatory)
5	Upfront Income Verification (UIV) using non-HUD system	<b>Highest</b> (Optional)
4	Written Third Party Verification	<b>High</b> (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV-reported employment and income information and is unable to provide acceptable documentation to support dispute)
3	Written Third Party Verification Form	<b>Medium-Low</b> (Mandatory if written third party verification documents are not available or rejected by HAGC; and when the applicant or tenant is unable to provide acceptable documentation)
2	Oral Third-Party Verification	<b>Low</b> (Mandatory if written third party verification is not available)

1	Tenant Declaration	<b>Low</b> (Use as a last resort when unable to obtain any type of third-party verification)
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HUD is aware that in some situations, third party verification is not available for a variety of reasons. Oftentimes, HAGC may have made numerous attempts to obtain the required verifications with no success, or it may not be cost effective to obtain third party verification of income, assets, or expenses, when the impact on total tenant payment is minimal. In these cases, HAGC is required to document in the family file the reason(s) why third-party verification was not available.



## **Article VII. Occupancy Policies**

### **Section 7.01 Occupancy Standards**

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

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

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

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

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

### **Section 7.02 Assignment Policy**

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

- A. Once the applicants have been determined eligible by the AHO Department, the AHO Department shall make offers to eligible applicants generally in the order the files were determined eligible by the AHO Department. The date and time of application function as a tiebreaker for all files received on the same date. The AHO Department may temporarily skip over applicants determined eligible from the Intake Department for the following reasons:

1. To satisfy income targeting requirements;
2. Not to exceed fifteen percent (15%) or twenty-five percent (25%) of low-income admissions.
3. To fill a mobility impaired unit with an approved applicant needing the particular features of the unit.
4. To comply with HAGC's Designation Plan limiting occupancy (see Attachment IV to this Policy);
5. For an applicant who has not completed the screening process or whose file is not current.

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

- B. Prospective tenants will be assigned to units in accordance with this Assignment Policy to assure equal opportunity and nondiscrimination on the grounds of race, color, sex, national origin and to avoid segregation.

If there is a suitable vacant unit in more than one location, the applicant shall be offered the unit at the location which contains the largest number of vacancies. If the applicant rejects the first vacancy offered, the applicant shall be offered a suitable unit at the location containing the next highest number of vacancies. If the applicant rejects two (2) offers, the applicant shall be placed at the bottom of the waiting list.

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

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

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

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

the waiting list. Examples of “good cause” for refusal of an offer of housing are:

- (a) Inaccessibility to source of employment, education, or job training, children’s day care, or educational program for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.
  - (b) The family demonstrates that accepting the offer will place a family member’s life, health or safety in jeopardy. The family must provide specific and compelling documentation such as restraining orders, other court orders, or risk assessments from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.
  - (c) A licensed health care professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member.
  - (d) The unit has lead-based paint and the family has children under the age of seven (7);
  - (e) The unit is not accessible due to the applicant’s disabilities.
- C. Prospective tenants will also be assigned to units in accordance with HAGC’s, “Plan for Designating Deptford Park Apartments (NJ 204-4) and Carino Park Apartments (NJ204-3) for Occupancy by Elderly and Near Elderly/Disabled Households Exclusively HUD Notice PIH 97-12, 3/09/03 and PIH 2002-12, PIH 2005-02”
- D. The above assignment provisions will be followed; however, applicants will be offered units within desired municipalities. Applicants will be requested to indicate any municipalities in which they prefer to live on their application form or in writing to HAGC. When units are available, the Affordable Housing Operations staff will first determine the municipality where the vacancy exists, they will then review their pool of eligible applicants for those applicants who expressed a desire to live in that community. Those who expressed such an interest will be offered the unit first, in the order of the date determined eligible by the Affordable Housing Department.
- If there are no applicants who expressed a desire to live in the municipality where the vacancy exists or if none of the applicants who did express a desire to live in the municipality where the vacancy exists accepts the offer, then the Affordable Housing Operations staff will make such offers to the remaining pool of eligible applicants, in the order of date/time stamp on the application.
- Refusal of the offer will only count as a rejection for those eligible applicants who expressed an interest to live in the specific municipality where the vacancy exists.
- E. HAGC shall maintain a record of the vacancies offered, including location, date, and circumstances of each offer and each rejection or acceptance.

- F. Applicants must accept or refuse a unit offer within three (3) business days of the date of the unit offer. Offers and rejections made verbally will be confirmed in writing.
- G. HAGC will take reasonable nondiscriminatory steps to maximize the utilization of accessible units by eligible individuals whose disabilities require the accessibility feature of a particular unit. When an accessible unit becomes vacant, before offering such units to a non-disabled applicant, HAGC must offer such units:
  - 1. First, to a current tenant of another unit of the same development, or other public housing development under HAGC's control, who has a disability that requires the special features of the vacant unit and is occupying a unit not having such features, or if no such occupant exists, then
  - 2. Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

### **Section 7.03 Rent**

#### **A. Family Choice of Rent**

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

- 1. Those tenants that select the income-based rent shall pay the greatest of (1) ten percent (10%) of monthly gross income, (2) thirty percent (30%) of monthly adjusted income, or (3) welfare rent (if applicable-Welfare Rent does not apply in this locality).
- 2. Those tenants that select the flat rent shall pay a fixed monthly rental amount (not based on the family's income) as determined by HAGC for the particular unit occupied by the family.

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

#### **B. Determination of Flat Rent**

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

represents the gross amount of rent (it includes the utility allowance).

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

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

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

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

#### C. Financial Hardship

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

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

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

#### D. Minimum Rent

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

#### E. Treatment of Income Changes Resulting from Welfare Program Requirements

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

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

Affected tenants have the right to administrative review in accordance with HAGC's Grievance Policy (see HAGC's Grievance Policy).

#### F. Public Housing Exemption of Earned Income for Families Who Start Work or Self-Sufficiency Programs – Earned Income Disallowance (EID)

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

1. Whose income has increased as result of employment of a family member who was previously unemployed for one or more years. For purposes of this provision, "previously unemployed" shall include a person who has earned, in the previous twelve (12) months, no more than what would be received for ten (10) hours of work per week for fifty (50) weeks at the established minimum wage;
2. Whose employment income increases during the participation of a family member in any family self-sufficiency or other job training; or
3. Who is or was, within the last six (6) months, assisted under any state program for temporary assistance for needy families (TANF) funded under Part A of Title VI of the Social Security Act, as determined by HAGC in consultation with the local TANF agency, and whose earned income increases.

Upon the expiration of the twelve (12) month period described above, and upon continued employment, the rent increase must be phased in, so that the rent payable by the family may not be more than fifty percent (50%) of the total rent increase for an additional twelve (12) months. HAGC may not limit the number of times a family can benefit from the

disallowance of earned income.

#### G. Alternative to EID

As an alternative to EID, HAGC will provide for individual savings accounts for Public Housing families who pay an income-based rent, in accordance with the following:

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

HAGC will maintain the account in an interest-bearing investment and will credit the family with the interest income. HAGC will provide the family with an annual report on the status of the account. Any balance in the account is the property of the family when the family moves out, provided that the family is in compliance with their lease.

#### H. Ceiling Rent

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

#### I. Over-Income Families

When HUD issues updated income limits, HAGC will calculate the over-income limit based upon family size, by multiplying the Very Low Income limit amount by 2.4 for each family size. The over-income limit applies to all public housing families including FSS families and families receiving an earned income disallowance.

Within thirty (30) days of an over-income determination (either at an annual or interim reexamination), HAGC will notify the participant family of the determination and that if the participant family's income continues to exceed the over-income limit for the next twenty-four (24) consecutive months (the grace period) that the over-income family may remain in their unit, sign a new non-public housing lease compliant with 24 C.F.R.

960.509, and pay the greater of the full Fair Market Rent applicable to their unit or the monthly HUD subsidy provided for the unit. The monthly HUD subsidy equals the annual Operating Subsidy provided to the property divided by the number of units in the property divided by twelve (12) months plus the capital funds provided to the property for the most recent year capital funds were awarded divided by twelve (12) months. During the twenty-four (24) month grace period, the over-income family will continue to be a public housing tenant. During the grace period, HAGC will reexamine the family's income at twelve (12) month intervals.

If a family's income drops below the over-income limit during the twenty-four (24) month grace period, the family will continue to remain public housing residents and pay either the Flat Rent or income-based rent chosen at the most recent reexamination (Mixed Families will pay pro-rated rent). If a family's income drops below the over-income limit during the grace period, HAGC's over-income policy shall not apply, and such family shall receive a new twenty-four (24) month grace period if and when such family's income exceeds the over-income limit during a subsequent reexamination.

The over-income family must execute a new non-public housing lease within sixty (60) days of the end of the twenty-four (24) month grace period. Once the over-income family signs the non-public housing lease, the over-income family will not be permitted to participate in public housing resident councils, not receive any utility allowance, not participate in any programs for public housing families, not be required to perform community service, and not be subject to reexaminations.

Families who dispute HAGC's over-income determination may request a grievance hearing in accordance with HAGC's Grievance Policy.

#### **Section 7.04 Rent Collection Policy**

See Attachment 3 for HAGC's Rent Collection Policy.

#### **Section 7.05 Utility Allowance Schedules**

HAGC shall maintain utility allowance schedules by unit type and bedroom size for the tenant supplied utilities of each Public Housing unit, in accordance with federal law.

#### **Section 7.06 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 in which the need for a transfer was evidenced by HAGC, number of persons in the unit and unit size.

- A. The order in which families are transferred shall be subject to the hierarchy by category set forth below.
  1. 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:



- (a) Permit repair of unit defects hazardous to life, health, or safety;
  - (b) Alleviate verified disability problems of a life-threatening nature; or
  - (c) Protect members of the household from attack by the criminal element in a particular property or neighborhood.
2. Category 1 Administrative Transfers include mandatory transfers to:
- (a) Remove tenants who are witnesses to crimes and may face reprisals;
  - (b) Provide housing options to tenants who are victims of hate crimes or extreme harassment;
  - (c) Alleviate verified medical problems of a serious (but not life-threatening) nature;
  - (d) Permit modernization or demolition of units;
  - (e) Perform work (e.g., repair, modernization, or lead hazard reduction work) above a specified scale and duration that disturbs lead-based paint or controls lead based paint hazards; or
  - (f) Permit a family that requires a unit with accessible features to occupy such a unit.

These transfers shall take priority over new admissions. Requests for these transfers will be made to the manager with necessary documentation to substantiate the need for such transfers. Transfers may also be initiated by HAGC (e.g., moving a person with mobility problems to a unit with accessible features or temporarily moving tenants to a unit free of lead-based paint hazards).

3. Category 2 Administrative Transfers correct serious occupancy standards problems. These transfers will take priority over new admissions. Category 2 transfers will only be made if the family size is so small that it includes fewer persons than the number of bedrooms, or so large that the household members over age 4 would equal more than two persons per bedroom. These transfers are mandatory. If a family's size is between the smallest and largest size permissible for the unit, the family may request a transfer, but it shall be considered a Category 3 transfer.
4. Category 3 Administrative Transfers may be made to: avoid concentration of the most economically and socially deprived families, correct occupancy standards, or address situations that interfere with peaceful enjoyment of the premises. These transfers will not take priority over new admissions.
- B. Tenants shall bear the cost of transfers to correct occupancy standards. However, where there is a hardship due to health, disability, or other factors, the manager may recommend that families be reimbursed their out-of-pocket expenses for an occupancy standard transfer in an amount not to exceed a reasonable moving allowance established by HAGC.

Transfers requested or required by HAGC, including those for temporary relocation during lead hazard reduction work.

- C. Tenants will not be transferred to a unit of equal size except to alleviate hardship or other undesirable conditions as determined by the Executive Director, or designee. 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.
- D. Good Record Requirement for Transfers. In general, and in all cases of all 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:
  - 1. Have not engaged in criminal activity that threatens the health and safety of tenants and staff;
  - 2. Do not owe back rent or other charges, or evidence a pattern of late payment;
  - 3. Meet reasonable housekeeping standards and have no housekeeping lease violations; and
  - 4. Can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).

#### **Section 7.07 Additions to Household and Guests**

- A. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a unit. Except for natural births to or adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in. Also included would be situations in which a person (often a relative) comes to the unit as a visitor but stayed on in the unit because the tenant needed support, for example, after a medical procedure. All persons listed on the most recent certification form and the lease must use the unit as their sole residence.
- B. When a tenant requests approval to add a new person to the lease, HAGC will conduct pre-admission screening of any proposed new adult member to determine whether HAGC will grant such approval. Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process although the tenant still needs prior permission from HAGC to add children other than those born to, adopted by or awarded by the court to the family. Examples of situations where the addition of a family or household member is subject to screening are:
  - 1. Tenant plans to be married and requests to add the new spouse to the lease;
  - 2. Tenant desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren) over the age for which juvenile justice records are available;

3. A unit is occupied by a remaining family member(s) under age eighteen (18) (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household.

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

- C. Visitors may be permitted in a unit overnight no more than fourteen (14) calendar days in a year so long as such visitors have no previous history of behavior on HAGC premises that would be a lease violation.
  1. Visits of less than three (3) days need not be reported to or approved by the Manager.
  2. Visits of more than fourteen (14) calendar days shall be authorized only by the Executive Director, or designee, with advance documentation of extenuating circumstances. Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.
- D. Roomers (Boarders) and lodgers shall not be permitted to move in with any family. Violation of this provision is grounds for termination of the lease.
- E. Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the assisted household more than fifty percent (50%) of the time, are not subject to the time limitations on guests as described above. The family must provide HAGC with a copy of the current Court Order or legal documentation memorializing the joint custody and/or visitation privileges.

### **Section 7.08 Family Breakup**

- A. Except under the following conditions, HAGC has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up:
  1. If the family breakup results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, HAGC must ensure that the victim retains assistance.
  2. If a court determines the disposition of property between members of the assisted family, HAGC is bound by the court's determination of which family members continue to receive assistance.
- B. When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may submit a new application with a new application date if the waiting list is open. If a family breaks up into two otherwise eligible families while living in public housing, only one of the new families will retain occupancy of the unit. If a court determines the disposition of property between members of an applicant or participant family, HAGC will

abide by the court's determination. In the absence of a judicial decision or an agreement among the original family members, HAGC will determine which family will retain their placement on the waiting list or continue in occupancy. In making its determination, HAGC will take into consideration the following factors:

1. The interest of any minor children, including custody arrangements;
2. The interest of any ill, elderly, or disabled family members;
3. The interest of any family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, including a family member who was forced to leave a public housing unit as a result of such actual or threatened abuse, and provides proper document;
4. Any possible risks to family members as a result of criminal activity; and
5. The recommendations of licensed social service professionals.

### **Section 7.09 Absent Family Members**

Generally, an individual who is or is expected to be absent from the public housing unit for one hundred and eighty (180) consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally, an individual who is or is expected to be absent from the public housing unit for more than one hundred and eighty (180) consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

- A. Absent Students. When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to HAGC indicating that the student has established a separate household, or the family declares that the student has established a separate household.
- B. Absences Due to Placement in Foster Care. Children temporarily absent from the home as a result of placement in foster care are considered members of the family. If a child has been placed in foster care, HAGC will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member. This also applies to minor children who are in detention facilities, such as juvenile hall.
- C. Absent Head, Spouse, or Cohead. An employed head, spouse, or co-head absent from the unit more than one hundred and eighty (180) consecutive days due to employment will continue to be considered a family member.
- D. Family Members Permanently Confined for Medical Reasons. If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted. HAGC will

seek verification of permanent confinement.

- E. Verification of Absences. HAGC may verify family occupancy or absences, through letters to the family's unit, phone calls, home visits, or through questions to neighbors, as determined necessary.
- F. Return of Permanently Absent Family Member. The family must request HAGC's approval for the return of any adult family members that HAGC has determined to be permanently absent. The individual is subject to the eligibility and screening requirements discussed in this Policy.

### **Section 7.10 Eligibility for Continued Occupancy**

Tenants who meet the following criteria will be eligible for continued occupancy:

- A. Qualify as a family as defined in this Policy;
- B. Are in full compliance with the tenant obligations and responsibilities as described in the lease;
- C. Whose family members, age six (6) and older, each have Social Security numbers or have certifications on file indicating such family members have no Social Security number;
- D. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent; and
- E. Who are in compliance with HAGC's community service requirements.

### **Section 7.11 Community Service Requirements**

HAGC will maintain a policy to implement the community service requirements in accordance with federal law. Please refer to the "*Community Service Plan*" as contained in HAGC's Annual Plan.

### **Section 7.12 Abandonment**

HAGC will consider a unit to be abandoned in accordance with state law.

### **Section 7.13 Repayment Agreements**

Families are required to reimburse HAGC if they were charged less rent than required by HUD's rent formula due to the tenant's underreporting or failure to report income. The family is required to reimburse HAGC for the difference between the tenant rent that should have been paid and the tenant rent that was charged. HAGC must determine retroactive rent amount as far back as HAGC has documentation of family reported income. If the family refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, HAGC may proceed with lease termination. All repayment agreements must be in writing, dated, signed by both the family and HAGC, include the total retroactive rent amount owed, amount of lump sum

payment made at the time of execution, if applicable, and the monthly repayment amount. The monthly amount due shall be determined on a case-by-case basis, taking into consideration the family's income, rent, and other individual circumstances. All repayment agreements must be approved by a department Supervisor. If the participant family receives a utility reimbursement check from HAGC towards the allowance for tenant supplied utilities, HAGC may, at its discretion, issue the check to itself on behalf of the tenant. This amount shall be credited towards the monthly amount the participant family owes HAGC under the repayment agreement. The maximum number of repayment agreements that a participant may be permitted to enter into is two (2) throughout the duration of participation. Outstanding debts due to HAGC will be pursued.

## **Article VIII. Leasing**

### **Section 8.01 Leasing of Units**

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

### **Section 8.02 Showing Units Prior to Leasing**

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

### **Section 8.03 Return of Security Deposit**

After a family moves out, HAGC will return the security deposit, plus all accrued interest, within thirty (30) days of the family vacating the unit or give the family a written statement of why all or

part of the security deposit is being kept, in accordance with state law.

**Section 8.04 Non-Rental Charges**

HAGC shall establish non-rental charges and periodically update such charges as necessary. Such charges include excess utility charges, charges for damages, and fees for late payment of rent, legal fees, and court costs.



## Article IX. Lease Termination

- A. No tenant's lease shall be terminated except in compliance with HUD regulations and the lease terms.
- B. Notice Requirements. A Notice of Lease Termination must state the reason for the termination. A Notice of Lease Termination must also state the tenant's right to request a hearing in accordance with HAGC's Grievance Policy and be given the opportunity to make such a reply as the tenant may wish. See HAGC's Grievance Policy for certain actions that are not eligible to grieve. A Notice of Lease Termination may be served personally or posted on the apartment door. A Notice of Lease Termination shall include a statement describing the right of any tenant with a disability to meet with the manager and determine whether a reasonable accommodation could eliminate the need for the lease termination.
- C. Recordkeeping Requirements. A written record of every termination and/or eviction shall be maintained by HAGC, and shall contain the following information:
1. Name of tenant, race and ethnicity, number and identification of unit occupied;
  2. Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
  3. Specific reason(s) for the Notice of Lease Termination, with section(s) of the lease violated, and other facts pertinent to the issuing of the Notice of Lease Termination described in detail;
  4. Date and method of notifying tenant; and
  5. Summary of any Informal Settlement Conference held with tenant including dates, names of participants and conclusions.
- D. No eviction action shall be instituted, nor will court costs or legal fees be assessed until after the notice period has expired or a grievance hearing has been completed, where such notice period or grievance hearings are applicable.
- E. Voluntary Terminations. If a family desires to move and terminate their tenancy with HAGC, the family must give at least thirty (30) calendar days advance written notice to HAGC of the Family's intent to vacate. When a family must give less than thirty (30) days' notice due to circumstances beyond their control, HAGC, at its discretion, may waive the thirty (30) day requirement. The Notice of Lease Termination must be signed by the head of household, spouse, or co-head.
- F. Mandatory Terminations. HUD requires mandatory termination of the lease for certain actions or inactions of the family. Such actions include:
1. Any family member failing to sign and submit any consent form the family member is required to sign for any reexamination.

2. A family failing to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status.
  3. A family submitting evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members.
  4. Any family member, as determined in HAGC's sole discretion, knowingly permitting another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. Such termination must be for a period of at least twenty-four (24) months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated.
  5. A family failing to disclose the complete and accurate social security numbers of each household member and the documentation necessary to verify each social security number.
  6. A family failing to accept HAGC's offer of a lease revision to an existing lease, provided HAGC has amended the lease in accordance with 24 *C.F.R.* 966.3.
  7. Any family member, as determined in HAGC's sole discretion, ever being convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing.
  8. HAGC discovering that any family member was subject to a lifetime sex offender registration requirement at admission and was erroneously admitted after June 25, 2001.
  9. A family failing to comply with community service requirements.
  10. The death of the sole family member.
- G. Terminations based on Criminal Activity. HAGC will implement HAGC's One Strike and You're Out Policy regarding terminations based on criminal and drug-related criminal activity.
- H. Terminations based on Drug and Alcohol Use. HAGC will terminate the lease when HAGC determines that a household member is illegally using a drug or HAGC determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. A pattern of illegal drug use means more than one incident of any use of illegal drugs during the previous six (6) months. HAGC will terminate the lease if HAGC determines that a household member has engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents. A pattern of such alcohol abuse means more than one incident of any such abuse of alcohol during the previous six (6) months. HAGC will terminate the lease if HAGC determines that a household member has furnished false

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

I. Terminations based on Serious or Repeated Violations of Material Terms of the Lease. HAGC will terminate the lease for the following violations of tenant obligations under the lease:

1. Failure to make payments due under the lease, including nonpayment of rent.
2. Repeated late payment of rent or other charges. Four (4) late payments within a twelve (12) month period shall constitute a repeated late payment.
3. Failure to fulfill the following household obligations:
  - (a) Not to assign the lease or to sublease the unit. Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.
  - (b) Not to provide accommodations for boarders or lodgers.
  - (c) To use the unit solely as a private dwelling for the tenant and the tenant's household as identified in the lease, and not to use or permit its use for any other purpose.
  - (d) To abide by necessary and reasonable regulations promulgated by HAGC for the benefit and well-being of the housing project and the tenants which shall be posted in the project office and incorporated by reference in the lease.
  - (e) To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
  - (f) To keep the unit and such other areas as may be assigned to the tenant for the tenant's exclusive use in a clean and safe condition.
  - (g) To dispose of all ashes, garbage, rubbish, and other waste from the unit in a sanitary and safe manner.
  - (h) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators.
  - (i) To refrain from, and to cause the household and guests to refrain from, destroying, defacing, damaging, or removing any part of the unit or project.
  - (j) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the unit, or to the project (including damages to project buildings, facilities or common areas) caused by the tenant, a member of the household or a guest.

- (k) To act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition.
- J. Terminations Based on Other Good Cause. HAGC will terminate the lease for the following reasons.
1. Fugitive Felon or Parole Violator. If a tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor, or violating a condition of probation or parole imposed under federal or state law.
  2. Persons subject to sex offender registration requirement. If any member of the household has, during their current public housing tenancy, become subject to a registration requirement under a state sex offender registration program.
  3. Discovery of facts after admission to the Program that would have made the tenant ineligible.
  4. Discovery of material, false statements or fraud by the tenant in connection with an application for assistance or with a reexamination of income.
  5. Failure to furnish such information and certifications regarding family composition and income, as may be necessary for HAGC to make determinations with respect to rent, eligibility, and the appropriateness of the unit size.
  6. Failure to transfer to an appropriate size unit based on family composition, upon appropriate notice by HAGC that such a unit is available.
  7. Failure to permit access to the unit by HAGC after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists.
  8. Failure to promptly inform HAGC of the birth, adoption or court-awarded custody of a child. In such a case, promptly means within fourteen (14) days of the event.
  9. Failure to abide by the provisions of HAGC's Pet Policy.
  10. If the family has breached the terms of a repayment agreement entered into with HAGC.
  11. If a family member has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.
  12. If a household member has engaged in or threatened violent or abusive behavior toward HAGC personnel. Abusive or violent behavior towards HAGC personnel includes

verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

## **Article X. Reexaminations**

### **Section 10.01 Regular Reexaminations**

- A. HAGC will complete an annual reexamination of all tenants who choose to pay income-based rent. Approximately four (4) months prior to tenant's effective reexamination date, HAGC will send a notice informing the tenant of their effective date for reexamination and an appointment date/time which the tenant must attend. This notice also reminds the tenant to bring all necessary documentation for income verification and changes in the family composition to that appointment. Generally, HAGC will schedule annual reexaminations to coincide with the family's anniversary date. If participation in an in-person interview poses a hardship because of a family member's disability, the family should submit a Reasonable Accommodation Request Form to HAGC's Reasonable Accommodation Coordinator (see Section 2.03 of this Policy). If the family is unable to attend a scheduled interview, the family should contact HAGC in advance of the interview to schedule a new appointment. In all circumstances, if a family does not attend the scheduled interview HAGC will send a second notification with a new interview appointment time. If a family fails to attend two scheduled interviews without HAGC approval, the family will be in violation of their lease.
- B. At the time of the reexamination, as requested by HAGC, the tenant must furnish such accurate information to HAGC, regarding family composition, employment and family income as may be necessary to make determinations with respect to rent, eligibility, and the appropriateness of unit size. Such verification may include, but is not limited to, earning reports from employers, certified copies of state and federal Income Tax Returns of any member of the household, W-2 Forms, etc.
- C. If the tenant does not supply the requested documents to complete the annual reexamination, a notice will be sent to the tenant giving the tenant ten (10) calendar days to provide the requested information in accordance with the lease. The notice should also inform the tenant that failure to provide the requested information may result in termination of the lease. If the tenant fails to respond within ten (10) calendar days, eviction proceedings will begin.
- D. The length of time from date of admission to date of first reexamination may not exceed twelve (12) months according to current federal regulations for those tenants who are paying an income-based rent. Therefore, in order to fit a new tenant into the established schedule, the first regularly scheduled reexamination may be conducted in a period of less than twelve (12) months.
- E. Each household member age eighteen (18) and over will be required to execute a consent form for a criminal background check as part of the annual reexamination process. At the annual reexamination, HAGC will ask whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state.
- F. For families who include nonexempt individuals, HAGC must determine compliance with community service requirements once each twelve (12) months

- G. Each tenant family is to be notified in writing of any changes required in rent or unit occupied and of any misrepresentations or lease violations revealed by the reexamination, and the corrective action to be taken. For those tenants who choose the flat rent option, they will be required to have their reexaminations performed no less than every three (3) years, rather than every year.
- H. If a delay in processing was caused by the family, then any increase in rent will be back-charged to the effective date of the anniversary (the regular annual reexamination date). The tenant will still receive written notice of the rent increase. Delays in reexamination processing are considered to be caused by the family if the family fails to provide information requested by HAGC by the date specified and this delay prevents HAGC from completing the reexamination as scheduled.
- I. Zero Income Families: Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every ninety (90) days until they have a stable income. Monetary or non-monetary contributions from persons not residing in the unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income. The family must complete a Zero Income Checklist and provide all necessary documentation.
- J. Families paying flat rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an Annual Reexamination in order to ensure that unit size is still appropriate and Community Service requirements (if applicable) are met.
- K. Verified information will be analyzed and a determination made with respect to:
  - 1. Eligibility of the tenant as a family or as the remaining member of a family;
  - 2. Unit size required for the family (using the Occupancy Guidelines); and
  - 3. Rent the family should pay.
- L. Tenants with a history of employment whose reexamination occurs when they are not employed will have income anticipated based on past and anticipated employment. Tenants with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of their employment including start and ending dates.

### **Section 10.02 Interim Reexaminations**

- A. All families, those paying income-based rent as well as flat rent, must report all changes in family and household composition that occur between annual reexaminations (or annual updates). HAGC will conduct interim reexaminations in the following situations:
  - 1. There is a change in family composition.
  - 2. The family's anticipated annual income is believed to have decreased or increased.

- B. HAGC will perform the interim reexaminations within a reasonable time, approximately thirty (30) calendar days, after the family's request. The effective date of the rent change will be the first (1<sup>st</sup>) of the month succeeding the completed interim reexamination if the tenant rent decreases. If the tenant rent increases, it will be effective the first (1<sup>st</sup>) of the month after which the family has received thirty (30) calendar days' notice of such increase.
- C. All participant families are required to report all changes of family composition and all changes in source of income to HAGC, in writing, within fourteen (14) calendar days after they occur, even if they would not result in an interim reexamination. Failure of families to report required changes in grounds for termination from the Program and is a violation of the lease which would result in eviction.
- D. HAGC will note in the participants' files cases where it appears as if there are patterns of abuse with respect to income changes (i.e., quitting a job immediately prior to a reexamination and starting a job immediately after the tenant rent has been determined) and take actions as determined necessary on a case-by-case basis.
- E. Any information reported by the participant families that was not required to be reported, will not be processed until the family's next annual reexamination.
- F. All interim reexaminations are subject to Section 7.03 of this Policy.
- G. Verification procedures for interim reexaminations are the same as annual reexaminations, except that only the changes need to be verified. Only the paperwork related to the information that changes must be signed by the tenant and HAGC, as appropriate.
- H. There may be certain cases when a participant family experiences a temporary decrease in income (such as those instances when a wage earner becomes temporarily disabled or temporarily unemployed). For such cases, HAGC will perform an interim reexamination based on the current circumstances, which may temporarily reduce the tenant's rent, even to \$0 in some cases. When the income of such participant family stabilizes, another interim reexamination will be performed to adjust the tenant's rent, which will most likely be an increase.

### **Section 10.03 Special Reexaminations**

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



#### **Section 10.04 Streamlined Income Determination**

- A. HAGC has elected to apply a streamlined income determination to families receiving fixed income as described below.
- B. For purposes of this Section, “fixed income” means periodic payments as reasonably predictable levels from one or more of the following sources:
  - 1. Social Security, Supplemental Security Income, Supplementary Disability Insurance.
  - 2. Federal, state, local or private pension plans.
  - 3. Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts.
  - 4. Any other source of income subject to adjustment by a verifiable COLA or current rate of interest.
- C. A family’s income must be adjusted according to the percentage of a family’s unadjusted income that is from fixed income.
  - 1. When ninety percent (90%) or more of a family’s unadjusted income consists of fixed income, HAGC shall apply a COLA or COLAs to the family’s sources of fixed income, provided that the family certifies both that ninety percent (90%) or more of the unadjusted income is fixed income and that their sources of fixed income have not changed from the previous year. Adjustments for non-fixed income are not required.
  - 2. When less than ninety percent (90%) of a family’s unadjusted income consists of fixed income, HAGC shall apply a COLA to each of the family’s sources of fixed income individually. HAGC must determine all other income in accordance with this Policy.
- D. HAGC must adjust a family’s fixed income using a COLA or current interest rate that applies to each specific source of fixed income and is available from a public source or through tenant-provided, third-party generated documentation. If no public verification or tenant-provided documentation is available, then HAGC must obtain third-party verification of the income amounts in order to calculate the change in income for the source.
- E. For any income determined pursuant to this Section, HAGC must obtain third-party verification of all income amounts every three (3) years.

## Article XI. Inspections

HUD regulations require HAGC to inspect each unit prior to move-in, at move-out, and at least annually during occupancy. In addition, HAGC may require additional inspections, in accordance with this Policy.

- A. Move-In Inspection. An authorized representative of HAGC and an adult member of the family will inspect the unit prior to occupancy. Both parties shall sign the completed inspection form, which indicates the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.
- B. Regular Inspection. Section 6(f)(3) of the United States Housing Act of 1937 requires that Housing Authorities inspect each public housing project annually to ensure that the project's units are maintained in decent, safe, and sanitary condition. Effective October 1, 2023, HAGC shall use the National Standards for the Physical Inspection of Real Estate (NSPIRE) to conduct annual inspections. These standards address the inspection of the site area, building systems and components, and units. Copies of the inspection are contained in the tenant file.
- C. Move-Out Inspection. An authorized representative of HAGC shall conduct a move-out inspection once the tenant has returned the keys to the unit and, therefore, no longer has possession of the unit. When possible, the tenant is notified of the inspection and is invited to be present. This inspection becomes the basis for any claims against the security deposit. HAGC must provide the tenant a statement of any charges to be made for maintenance and damage beyond normal wear and tear. The difference between the condition of the unit at move-in and move-out establishes the basis for any charges against the security deposit so long as the work needed exceeds that for normal wear and tear.
- D. Special Inspections. An authorized representative of HAGC shall conduct special inspections of a unit on an as-needed basis, in accordance with the lease provisions. HAGC may conduct a special inspection for any of the following reasons:
  - 1. Housekeeping.
  - 2. Unit condition.
  - 3. Suspected lease violation.
  - 4. Preventive maintenance.
  - 5. Routine maintenance.
  - 6. There is reasonable cause to believe an emergency exists.
- E. Notice and Scheduling of Inspections shall be in accordance with the Lease Agreement. For non-emergency entries, HAGC may enter the unit, with reasonable advance notification to perform routine inspections and maintenance, make improvements and repairs, or to show the unit for re-leasing. A written statement specifying the purpose of

HAGC's entry delivered to the unit at least two (2) days before such entry is considered reasonable advance notification. For emergency entries HAGC may enter the unit at any time without advance notice when there is reasonable cause to believe that an emergency exists. If no adult household member is present at the time of an emergency entry, HAGC must leave a written statement showing the date, time and purpose of the entry prior to leaving the unit.

**Article XII. Grievance Policy**

The purpose of HAGC's Grievance Policy is to ensure that a decision to deny or terminate housing under the Program complies with the regulations of HUD and administrative policies of HAGC. For further details, please consult HAGC's Grievance Policy.

**Article XIII. Pet Policy**

HAGC shall maintain a Pet Policy in accordance with applicable federal and state law.

**Article XIV. House Rules**

HAGC shall establish reasonable house rules, as contained in the “Memorandum of Understanding” which is an addendum to the lease.

**ATTACHMENT I**

**Housing Authority of Gloucester County**

**STATEMENT CONCERNING DECONCENTRATION OF POVERTY IN PUBLIC HOUSING UNITS OPERATED BY THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

The Housing Authority of Gloucester County (HAGC) has, since its inception in 1972, followed a philosophy in the provision of subsidized housing which concentrates the elderly in multifamily settings so that services can be provided economically and deconcentrates families so that their housing is “invisible” to the community. This philosophy was formalized by the Board of Commissioners in February 1999.

HAGC operates public housing funded in three increments: NJ204-1, 3 and 4. NJ204-1 consists of 62 scattered site single family two-, three-, and four-bedroom homes. The homes were acquired in the early 1980s through the public housing acquisition without rehabilitation program. These homes are widely scattered throughout the County as shown on the attached map, which was reproduced using HUD’s 2020 software. The homes were constructed from the 1930s to the 1970s. No two units are identical. They are located in middle income neighborhoods where nearly all households have income from employment. The neighborhoods where the NJ204-1 units are located do not have concentration of poverty. Only two of the houses are located in neighborhoods where minority families predominate.

NJ204-3, Carino Park Apartments, is located in downtown Williamstown. There are 100 one-bedroom units for the elderly and near elderly. The residents include some younger disabled households. It is next door to City Hall, the Police Department, and the Fire Department. It is one block from the main commercial area of Williamstown. There is a mixture of rental housing and homeowners in the vicinity. There are minority families in the surrounding area, but they do not predominate.

NJ204-4, Deptford Park Apartments, is located in the center of Deptford Township. There are 100 one-bedroom units for the elderly. The residents include some younger disabled households. It is within one block of the Township Hall and Police Department. The Deptford Fire Department Administrative Office is next to the property. Commercial properties are located on the major thoroughfares close to Deptford Park. Much of the remaining property is occupied by single-family middle-income homeowners. The area is predominately non-minority.

**The following are relevant statistics developed using HUD’s 2020 software:**

<b>204-1</b>	<b>Census Tract</b>
Average Income: \$18,326	<b>\$39,387 (County)</b>
<b>% Minority: 31.1%</b>	<b>11.8% (County)</b>
<b>204-3</b>	
Average Income: \$ 8,903	<b>\$32,433</b>
<b>% Minority: 20.8%</b>	<b>13.2%</b>
<b>204-4</b>	

The Housing Authority of Gloucester County  
Admissions and Continued Occupancy Policy

Average Income:	\$ 9,580	<b>\$33,750</b>
% Minority:	19.2%	<b>9.8%</b>

The Public Housing units designed for occupancy by families with children were selected to avoid placing public housing families in areas of low income and minority concentration. The neighborhoods surrounding the units acquired in the 1980s have remained middle income neighborhoods. It is the intent of HAGC to operate its Public Housing Program as it has been operated for the past 20 years. HAGC will review the statistics regarding the census tracts in which the Public Housing units are located annually in connection with the development of the Annual Plan. If any changes in the surrounding neighborhoods are detected, HAGC will consider a relevant change in policy at that time.



## ATTACHMENT II

### Housing Authority of Gloucester County

#### NOTICE OF AVAILABLE INFORMATION

The following information shall be made available for all persons to review, upon request. Interested parties may contact the Housing Authority of Gloucester County (HAGC) at 853-1190 to review such information which includes the following:

1. The Agency Plan;
2. HAGC's Admissions and Continued Occupancy Plan;
3. A listing of developments and scattered sites by name, address, number of units, units designed with special accommodations, office locations and hours, telephone numbers, and resident facilities, as applicable;
4. Current income limits for admission into the Public Housing Program;
5. Excess utility charges;
6. Utility allowance schedule;
7. Schedule of maintenance charges;
8. Unit lease and all addenda; and
9. HAGC's Grievance Policy.

HAGC shall post this notice in a conspicuous place and at a height easily read by all persons, including persons with mobility disabilities at the following locations:

**The Housing Authority of Gloucester County** – Main Office – 856-853-1190  
100 Pop Moylan Blvd., Deptford, New Jersey 08096

**Carino Park Apartments** – 856-728-4156  
100 Chestnut Street, Williamstown, New Jersey 08094

**Deptford Park Apartments** – 856-848-2882  
120 Pop Moylan Blvd., Deptford, New Jersey 08096

## ATTACHMENT III

### Housing Authority of Gloucester County

#### RENT COLLECTION POLICY

1. All rent is due in advance on or before the first (1<sup>st</sup>) of each month.
2. Rent not paid by the first (1<sup>st</sup>) of the month shall be considered delinquent.
3. The tenant shall be given a fourteen (14) day notice. This notice shall require the tenant to pay the rent in full or give up possession of the unit within fourteen (14) days. This notice can be sent at any time of the month at the discretion of the Executive Director, or designee. If, after fourteen (14) days, tenant has neither vacated nor paid tenant's delinquent rent in full, the Housing Authority of Gloucester County's (HAGC) attorney will be notified to file through the court for possession of the unit. No further notice will be sent to the tenant.
4. If rent is not paid in full by the thirteenth (13<sup>th</sup>) day of the month, a late fee of \$13 shall be assessed.
5. Once the attorney has filed for possession, the court action can be stopped only with the approval of the Executive Director.
6. No partial payments will be accepted unless the tenant has first met with the Executive Director, or designee, before the thirteenth (13<sup>th</sup>) day of the month and given an acceptable reason as to why rent cannot be paid on time or in full and agreed in writing to a reasonable method for the timely payment of the rent.
7. A tenant referred to court for a third (3<sup>rd</sup>) time within a twelve (12) month period under this policy is to be considered a "chronic delinquent" and the attorney is to be instructed to file for possession because of the chronic delinquency. If possession of the unit is granted by the court, the tenant will not be afforded the opportunity to pay the delinquent rent as a condition to stop the eviction. HAGC shall evict the tenant because of the chronic delinquency; and, if the delinquent rent is not paid, take other legal action to collect said delinquency.
8. HAGC shall accept rent payments in the form of cash, check, or money order. Should a tenant present a check to HAGC that is returned for non-sufficient funds, HAGC will no longer accept payments in the form of a check from said tenant. If after three (3) years, the tenant has never paid their rent late, HAGC shall consider reinstating check-writing privileges to the said tenant upon the written request of the tenant. The tenant will be required to provide bank statements to HAGC for the past three (3) years as proof that the tenant does not have any history of presenting check(s) for payment without proper funds.

## ATTACHMENT IV

### Housing Authority of Gloucester County

#### PLAN FOR DESIGNATING DEPTFORD PARK APARTMENTS (NJ 204-4) AND CARINO PARK APARTMENTS (NJ 204-3) FOR OCCUPANCY BY ELDERLY HOUSEHOLDS & NEAR-ELDERLY DISABLED HOUSEHOLDS EXCLUSIVELY HUD NOTICES PIH 97-12, 2002-12 AND 2005-2, 2007 THROUGH 2009

**BACKGROUND:** Gloucester County is located within the Philadelphia Metropolitan Statistical Area. Although it is part of a highly urbanized MSA, many parts of the County remain rural and small-town in character. Residents feel strong ties to particular geographic communities within the County.

Gloucester County is approximately 328 square miles in area. Most of the population resides in communities in the northern part of the County. There are approximately 17 miles between the Housing Authority of Gloucester County (HAGC) administrative offices in Deptford, located in the northern part of the County, and Carino Park Apartments in Williamstown, located in the southern part of the County.

The original designation plan was in effect March 1997 through 2003. HUD approved a renewal of the plan through 2005. HAGC is requesting an extension of the previous plan through 2007.

**EXISTING HOUSING RESOURCES:** HAGC operates the following subsidized or affordable housing programs:

1. **Public Housing**
  - A. Scattered sites NJ 204-1 – 62 units of 2-, 3-, and 4-bedroom single family units scattered throughout the County that are open to occupancy by all very low income households, including elderly and disabled.
  - B. Carino Park Apartments NJ 204-3 – 100 units of 1-bedroom apartments located in the southern part of the County that are available for occupancy by elderly, near elderly and disabled households.
  - C. Deptford Park Apartments NJ 204-4 – 100 units of 1-bedroom apartments located in the northern part of the County that are available for occupancy by elderly and disabled households.
2. **Colonial Park Apartments** – Section 8 New Construction Program - 200 units of 1-bedroom apartments located in the northern part of the County that are available for occupancy by elderly households.
3. **Expanded Housing Opportunity Program** – 12 units of 3- and 4-bedroom single family units located primarily in the northern part of the County available for occupancy by low income households, including the elderly and disabled, at affordable rents.
4. **Section 8 Housing Choice Voucher Program** – 1676 vouchers available to extremely-low and very-low income households, including the elderly and disabled. Participants are selected from the waiting list without regard to bedroom size required. Units scattered

throughout the County.

5. **Section 8 Moderate Rehabilitation Housing Program** – 23 certificates of participation for a particular unit. The Landlord and HAGC have entered into Housing Assistance Payments contracts for specific units in particular buildings. The Moderate Rehabilitation units are available to extremely-low and very-low income households, including the elderly and disabled. Most Landlord contracts with HAGC have expired (approximately 200) and tenants have been issued Housing Choice Vouchers. HAGC is providing Landlords with the opportunity to extend their expired contracts in accordance with federal regulations and HUD guidance. The remaining Moderate Rehabilitation units are located in the northern part of the County.
6. **Nancy J. Elkins Seniors Housing** – 80 one-bedroom units in the northern part of the County available for occupancy at affordable rents by elderly households whose incomes do not exceed 60% of the median for the County.
7. **Section 8 Housing Choice Voucher Program Designated for Housing Preferences** – A total of 145 Vouchers for non-elderly disabled households for which funding was announced by HUD on September 24, 1997. 125 of these Vouchers were awarded as part of HUD NOFA FR-4207-01, Establishment of Preferences at Certain Section 8 Developments. 20 additional Vouchers have been designated for non-elderly disabled households through Fair Share Voucher allocations in 2000 and 2001. These 145 Vouchers are available to non-elderly disabled, extremely-low and very-low income households. Participants are selected from the waiting list without regard to bedroom size. The Voucher units are scattered throughout the County.

**CONSOLIDATED PLAN:** The 2000 – 2005 Consolidated Plan adopted by Gloucester County states that 43% of the elderly, owner occupied households and 46% of the elderly, renter occupied households are cost burdened by paying greater than 30% of income for shelter. A total of 10,562 lower income households are elderly, comprising 67.4% of all elderly households. Thus, the elderly are clearly a segment of the County's population needing targeted housing assistance.

The developmentally disabled, physically disabled and persons with AIDS in need of supportive housing, according to the County's Consolidated Plan, are approximately 4,700. The estimates were made using data from studies performed by the State of New Jersey and other advocacy groups.

**FAIR HOUSING:** The population of Gloucester County is approximately 90% non-minority and 10% minority. Approximately 16% of the very low-income households in Gloucester County are minority.

Deptford Park and Carino Park were first occupied in the mid-1980s. They have always been open to and occupied by all racial/ethnic groups residing in the County. Deptford Park residents are 26 % minority and Carino Park residents are 19% minority at the time this Plan was written. HAGC waiting lists for all programs for 1-bedroom units contains 55.4% non-minority and 44.6% minority applicants.

It appears that continuing the designation of Deptford Park and Carino Park for elderly and disabled near-elderly exclusively will not change the racial demographics of the buildings.

**ACCESSIBLE HOUSING RESOURCES:** HAGC committed to HUD in its application for Vouchers designated for the non-elderly disabled to provide assistance to disabled applicants in locating units accessible to them. The Gloucester County Offices of the Disabled and Community Development committed to aiding in this effort by locating funding for landlords willing to modify their units to make them accessible. HAGC has employed a staff person who is designated to provide this assistance to the non-elderly disabled and to the landlords.

**DESIGNATION POLICY:** The HAGC Board of Commissioners amended the Admissions and Continued Occupancy Policy for its Public Housing Program to incorporate this Plan in 2003. Admission to 100% of the units at Deptford Park Apartments, NJ 204-4, is restricted to elderly and near-elderly disabled households. Admission to 100% of the units at Carino Park Apartments, NJ 204-3, is restricted to elderly and near-elderly disabled households. An elderly household is one whose head or spouse is 62 years of age or older. A near-elderly disabled household is one whose head or spouse is between the ages of 50 and 62 years and the head or spouse is disabled.

Any current resident of Deptford Park or Carino Park who does not meet the age-based and/or disability admission criteria may continue to reside in their unit as long as they meet their obligations under the lease and any other criteria imposed by the Admissions and Continued Occupancy Policy. Those non-elderly disabled tenants residing in Deptford Park and Carino Park who wish to apply for the 145 Vouchers set aside for the non-elderly disabled may do so. Their application will be treated as any other. They will be housed in the order established in the Section 8 Administrative Plan and will receive no preference for these Vouchers as a result of their residency in Deptford Park or Carino Park. Please refer to the chart below summarizing the designation.

<b>Development Name</b>	<b>Development Number</b>	<b>Total # Units in Project</b>	<b>Total # Units Designated</b>
Carino Park Apts.	NJ 204-003	100 – 1 Bedroom	100 – 1 Bedroom Designated to elderly and near elderly disabled
Deptford Park Apts.	NJ 204-004	100 – 1 Bedroom	100 – 1 Bedroom Designated to elderly and near elderly disabled

**CERTIFICATION:** HAGC certifies there are no unanticipated adverse impacts on the Housing Resources for the groups not being served due to the designation.

## ATTACHMENT V

### Housing Authority of Gloucester County

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

##### **I. 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.

##### **II. 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.

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

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

#### **IV. 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.

#### **V. 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.

## **VI. 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 policies and the HAGC's Grievance Policy.

## **VII. 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.

### **VIII. 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.

### **IX. 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.

#### **Emergency Transfer Request Documentation**

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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.

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)

NOTICE OF OCCUPANCY RIGHTS UNDER  
THE VIOLENCE AGAINST WOMEN ACT

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

Form HUD-5380  
(12/2016)

**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>1</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.

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<sup>1</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

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

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 he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault or stalking are grounds for protection.
- Any other statement or evidence that HAGC has agreed to accept.

If you fail or refuse to provide one of these documents within the 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): \_\_\_\_\_

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

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

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

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

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

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

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

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 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.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

## ATTACHMENT VI

### Housing Authority of Gloucester County

#### CODE OF CONDUCT

#### I. Ethical and Legal Business Practices

##### 1.1 HAGC Ethical Standard

Employees shall conduct business according to the highest ethical standards of public service. Employees shall devote their best efforts to the interests of HAGC. Employees shall be guided by basic honesty and good judgment and be sensitive to others' perceptions and interpretations. All duties shall be performed in a conscientious, honest, and legally compliant manner and not for one's own personal or private gain or advantage.

HAGC recognizes the right of employees to engage in outside activities that are private in nature and unrelated to HAGC business. However, business dealings that create, or appear to create, a conflict between the employee and HAGC's interests are unlawful and prohibited.

##### 1.2 Conflicts of Interest Policy

Employees must avoid any interest, influence or relationship which might conflict or appear to conflict with the best interests of HAGC. Employees must avoid any situation in which their loyalty may be divided and promptly disclose any situation where an actual or potential conflict may exist. Business dealings that appear to create a conflict between the employee and the HAGC's interests are unlawful under the New Jersey Local Government Ethics Acts. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain or advantage for the employee or an immediate relative, including a spouse or significant other, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household.

No HAGC employee shall participate in the selection, award or administration of a contract supported by federal funds if a conflict of interest, financial or otherwise, real or apparent would be involved.

No HAGC employee shall engage in selling or attempting to sell supplies, services or construction to HAGC for one year following the date such employment ceased.

Additional examples of potential conflict situations include, but are not limited to:

- Having a financial interest in any business transaction with HAGC
- Owning or having a significant financial interest in, or other relationship with, an HAGC competitor, customer or supplier, and
- Accepting gifts, entertainment or other benefit of more than a nominal value from an HAGC

competitor, customer or supplier.

Anyone with a conflict of interest must disclose it to the Human Resources Director and/or Executive Director and remove themselves from negotiations, decisions, deliberations, or votes involving the conflict. There will be no retaliation against any party who makes a good faith complaint concerning violations of this Code of Conduct regardless of whether it is ultimately determined that such violations have in fact occurred. There will be no retaliation against any party who provides information in the course of an investigation into alleged violations of this Code of Conduct.

Any employee, officer or agent of HAGC determined to have committed a violation of this Code of Conduct shall be subject to disciplinary action, up to and including termination.

Employees are permitted to hold outside employment as long as it does not interfere with their responsibility to HAGC or create a conflict of interest. Employees are prohibited from engaging in outside employment activities while on the job or using HAGC time, supplies or equipment in the outside employment activities. The Executive Director may request employees to restrict outside employment if the quality of HAGC work diminishes. Any employee who holds an interest in, or is employed by, any business doing business with HAGC must submit a written notice of these outside interests to the Executive Director.

### **1.3 Gifts Policy**

Employees, shall neither, directly or indirectly, solicit, accept, or agree to accept gratuities, favors, or anything of monetary value from contractors, suppliers, government officials, program landlords, applicants, tenants/participants, or other organizations. Employees shall not accept any gift, favor, service, employment or offer of employment or anything of value which the employee knows or has reason to believe is offered to the employee with the intent to influence the employee in the performance of duties and responsibilities.

Exceptions may be made for gifts that are customary and lawful, are of nominal value and are authorized in advance. Employees may accept meals and refreshments if they are infrequent, are of nominal value and are in connection with business discussions.

If an employee receives a gift or other benefit of more than nominal value, the employee shall report it promptly to the Human Resources Director. The gift shall be returned or donated to a suitable charity as determined by the Human Resources Director.

### **1.4 Confidentiality Policy**

HAGC clients are protected by the Federal Privacy Act and as such client records are considered confidential unless specifically allowed to become part of Public Records as defined by federal, state or local government regulations and/or law. HAGC employees must comply with all requirements of HAGC's Data Security Policy which specifies that no HAGC employee may disclose information to the public without appropriate signed authorization from the resident or client. Information that pertains to HAGC's business, including all nonpublic information

concerning HAGC, is strictly confidential and shall not be given to people who are not authorized to receive such information.

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

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

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

If an employee gains access to any confidential information, including private employee information, such employee shall be responsible for acting with integrity. Unauthorized disclosure or inappropriate use of confidential information shall not be tolerated.

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

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

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

Employees responsible for handling or disbursing funds shall ensure that all transactions are executed as authorized and recorded to permit financial statements in accordance with Generally Accepted Accounting Principles (GAAP).

### **1.6 Political Activity Policy**

The Hatch Act, 5 *U.S.C.* 1501-1508 restricts the political activity of persons principally employed by a state or local agency who work in connection with programs financed in whole or in part by loans or grants made by the United States or a federal agency. A state or local employee covered by the Hatch Act may not run for partisan office. However, employees may join political

organizations, so long as they maintain a clear separation between their official responsibilities and their political affiliations. Employees are prohibited from engaging in political activities while performing their public duties and from using HAGC time, supplies or equipment in any political activity. Any violation of this policy shall be reported to the employee's supervisor, Human Resources Director, or Executive Director or designee.

## **1.7 Employee Records**

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

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

Personnel files are confidential records that shall be secured in a locked cabinet and shall only be available to authorized managerial and supervisory personnel on a need-to-know basis. Records relating to any medical condition shall be maintained in a separate file. Electronic personnel and medical records shall be protected from unauthorized access.

Upon request, employees may review their own personnel files at a mutually agreeable time on HAGC's premises in the presence of the Human Resource Director or a designated supervisor. The employee shall be entitled to review any records used to determine his or her qualification for employment, promotion or wage increases and any records used for disciplinary purposes. Employees shall not remove any documents from their personnel file. Employees are permitted to have a copy of any document contained in their personnel file. Employees may add to their personnel file a rebuttal to any disputed statement or document contained in their personnel file.

Personnel files do not contain confidential employee medical information. Any such information that HAGC may obtain shall be maintained in a separate file and treated, at all times, as confidential. Any such medical information may be disclosed under very limited circumstances in accordance with any applicable legal requirements.

HAGC strives to maintain the privacy of personnel records. There are limited circumstances in which HAGC will release information contained in personnel or medical records to persons outside HAGC. These circumstances include:

- In response to a valid subpoena, court order or order of an authorized administrative agency;
- To an authorized governmental agency as part of an investigation of HAGC's compliance with applicable law;
- To HAGC's agents and attorneys, when necessary;
- In a lawsuit, administrative proceeding, grievance, or arbitration in which the employee and HAGC are parties;
- In a workers' compensation proceeding;

- To administer benefit plans;
- To an authorized health care provider;
- To first aid or safety personnel, when necessary; and
- To a potential future employer or other authorized person requesting a verification of employment.

## **1.8 Nepotism Policy**

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

For purposes of this policy, the term “immediate family” shall mean a spouse or significant other, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee’s household.

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

## ATTACHMENT VII

### Housing Authority of Gloucester County

#### SMOKE-FREE HOUSING POLICY

##### **Date of Implementation: July 1, 2018**

**1. Purpose of Smoke-Free Housing:** The purpose of Smoke-Free Housing is to mitigate (i) the irritation and known health effects caused by secondhand smoke; (ii) the maintenance, cleaning, and redecorating costs attributable to smoking; and (iii) the increased risk of fire from smoking. The parties hereto desire to implement a Smoke-Free Housing Policy to achieve the purposes set forth hereinabove.

**2. Definition of Smoking:** “Smoking” means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, Electronic Cigarette (as defined herein), electronic delivery device, pipe, or other lighted smoking device for burning tobacco or any other plant or product, including marijuana. “Electronic Cigarette” means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as he/she simulates smoking and shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any other product name.

**3. Smoke-Free Housing Policy:** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant’s household (hereinafter referred to as “dwelling unit”) have been designated as a smoke-free living environment. Smoking is prohibited anywhere in the dwelling unit, in the building where the Tenant’s dwelling unit is located, in any of the common areas (including but not limited to community rooms, community bathrooms, lobbies, hallways, laundry rooms, stairways, offices and elevators) or in any outdoor space within 25 feet of the building. Smoking shall only be permitted in designated smoking areas. Landlord shall not grant an accommodation to allow smoking in smoke-free areas as described hereinabove.

**4. Tenant to Promote Smoke-Free Housing Policy and to Notify Landlord of Violations:** Tenant shall inform Tenant’s family, guests and invitees of the Smoke-Free Housing Policy. Further, Tenants shall promptly give Landlord written notice of any incident where smoke is migrating into the dwelling unit from sources outside of the unit.

**5. Landlord to Promote Smoke-Free Housing Policy:** Landlord shall post no smoking signs at entrances and exits, common areas, and hallways as deemed appropriate.

**6. Landlord Not a Guarantor of Smoke-Free Environment:** Tenant acknowledges that Landlord’s adoption of a Smoke-Free Housing Policy, and the efforts to designate the rental complex as smoke-free, does not make Landlord or any of its employees or agents the guarantor of Tenant’s health or of the smoke-free condition of the dwelling unit and the common areas. However, Landlord shall take reasonable steps to enforce the Smoke-Free Housing Policy and to make the (designated areas of the) rental complex smoke-free. Landlord is not required to take



steps in response to smoking unless Landlord has direct knowledge of said smoking or has been notified of said smoking.

**7. Effect of Breach and Right to Terminate Lease:** A breach of this Addendum shall give each party all the rights contained herein, as well as the rights provided for in the Lease. A material breach of this Addendum by the Tenant shall be a material breach of the Lease and grounds for termination of the Lease by the Landlord. Landlord shall serve Tenant with Notices to Cease for both the first and second violations of the Smoke-Free Housing Policy. Upon a third violation of the Smoke-Free Housing Policy, Landlord shall serve Tenant with a Notice to Quit, also known as an eviction notice. Tenant acknowledges that Tenant shall be liable to Landlord for any breach of this Addendum for the cost of repair to the dwelling unit due to damage from smoke odors or residue. A Tenant shall be in violation of the Smoke-Free Housing Policy if: (1) Landlord, or any of its employees or agents, witnesses a Tenant, Tenant's guest, family member, or invitee smoking outside of designated smoking areas; (2) Landlord, its employees or agents, witnesses a lighted smoking product in an ashtray or other receptacle inside the dwelling unit; (3) damage to the interior of the dwelling unit that is the result of burns caused by smoking including burns to Tenant owned property; (4) evidence of smoking in a dwelling unit such as smoking odors, smoke clogged filters or smoke film including smoke damage to the walls; (5) repeated reports to Landlord, its employees or agents, of violations of the No Smoke-Free Housing Policy by third parties; (6) clogged plumbing caused by discarded smoking products; and (7) evidence of ashes from smoking products on any surface in the dwelling unit.

**8. Disclaimer by Landlord:** Tenant acknowledges that Landlord's adoption of a Smoke-Free Housing Policy, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Landlord would have to a Tenant household to render buildings designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental property. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's dwelling unit will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the building, common areas, or the dwelling unit will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the terms of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's family, guests and invitees. Tenants with respiratory ailments, allergies, or any other physical or mental condition related to smoking or secondhand smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other Landlord obligation under the Lease.

## ATTACHMENT VIII

### Housing Authority of Gloucester County

#### LIVE-IN AIDE POLICY

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

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

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

(1) Conducting a background /criminal check. HAGC may disapprove a particular person as a live-in aide if s/he has: (a) committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; (b) committed drug-related criminal activity or violent criminal activity; (c) currently owes rent or other amounts to HAGC or to another PHA in connection with Section 8 or public housing assistance under the Act; (d) violated any family obligations under the program as published under 24 *C.F.R.* §982.551; (e) been convicted of manufacturing or producing methamphetamine, on the premises of an assisted housing project; (f) been evicted from any federally subsidized housing program for any reason; (g) been identified as someone who has to register as a sex offender; (h) is not qualified to provide the needed care.

(2) Demonstrating that the live-in aide is not obligated for support of the person(s), and would not be living in the unit except to provide necessary support services. While a relative or family member is not automatically excluded as an eligible live-in aide, the requested live-in aide must meet the above definition. A pre-existing household member does not qualify as a live-in aide. In order to sufficiently satisfy this element, the household and the requested aide must certify and provide documents as to the following:

- i. The Live-in aide is qualified to provide the needed care.
- ii. The Live-in aide was not part of the household prior to receiving program assistance.
- iii. There is no other reason for the aide to reside in the unit - the aide can demonstrate they have a previous residence the aide left in good standing.
- iv. The aide and the participant will maintain separate finances.
- v. The live-in aide shall not contribute to the household finances, pay for household bills or expenses or maintain household utilities in their name.

In the event of moves, termination or death of the participant, Live-in aides will not be considered

as a remaining member of the tenant family. Because a live-in aide only lives in the unit for the purposes of providing services for a person with a disability, the aide has no right to continuing living in the unit if the person with disabilities moves out or if the person with disabilities no longer is eligible for the aide. The live-in aide has no rights to the voucher (if applicable). The line-in aides family members will not reside in the unit, unless approved by HAGC. HUD Regulations require HAGC to include any approved live-in aide when determining the family unit size. The income of an approved line-in aide is excluded when calculating a household's income. In accordance with HUD regulations, HAGC will determine if any out-of-pocket expenses related to disability assistance and medical needs related to payment of a live-in aide qualify as allowable deductions. Occasional, intermittent, multiple, or rotating care givers typically do not meet the definition of a live-in aide. In properties owned and managed by HAGC, a live-in aide must also sign a Live-In Aide Lease Addendum.

### Certification for Live-In Aide

HUD regulations (24 C.F.R. §5.403) define a live-in aide as a person who resides with one or more elderly persons, or near-elderly<sup>1</sup> persons, or persons with disabilities, and who:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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<sup>1</sup> Near-elderly family means a family whose head, spouse, or sole member is a person who is at least fifty (50) years of age but below the age of sixty-two (62); or two (2) or more persons, who are at least fifty (50) years of age but below the age of sixty-two (62), living together; or one or more persons who are at least fifty (50) years of age but below the age of sixty-two (62) living with one or more live-in aides.

## ATTACHMENT IX

### Housing Authority of Gloucester County

#### EQUAL HOUSING OPPORTUNITY AND AFFIRMATIVELY FURTHERING FAIR HOUSING POLICY

##### A. NONDISCRIMINATION POLICY

Federal laws require the Housing Authority of Gloucester County (HAGC) to treat all applicants, tenants, and participant families equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, disability, 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 spells 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 to provide individuals with disabilities with access to its programs, services and activities including, common areas and public spaces.
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the Federal Register February 3, 2012, and further clarified in Notice PIH 2014-20.
- The Violence against Women Act of 2013 (VAWA).
- Executive Order 13988 on the Enforcement of the Fair Housing Act.
- Any applicable state laws or local ordinances, and any legislation protecting the individual rights of tenants, applicants or staff, subsequently enacted.

HAGC shall not discriminate on the basis of any protected class in the leasing, rental, occupancy, use, or other disposition of housing or related facilities. HAGC shall not, on account of any protected class:

1. 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;

2. Provide anyone housing that is different (of lower quality) from that provided to others;
3. Subject anyone to segregation or disparate treatment;
4. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
5. Treat anyone differently in determining eligibility or other requirements for admission;
6. Deny anyone access to the same level of services; or
7. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

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

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 HAGC's housing programs and non-housing programs, in accordance with Section 504, and the Fair Housing Amendments Act of 1988.

HAGC will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as persons with Limited English Proficiency (LEP). LEP persons are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English.

## **B. OPERATING JURISDICTION OF HAGC**

The Operating Jurisdiction of HAGC shall consist of the following municipalities.

<u>Municipality</u>	<u>Census Tract #</u>
1. Clayton (Boro.)	5015
2. Deptford (Twp.)	5011
3. East Greenwich (Twp.)	5006
4. Elk (Twp.)	5019
5. Franklin (Twp.)	5017
6. Glassboro (Boro.)	5014
7. Greenwich (Twp.)	5005
8. Harrison (Twp.)	5020
9. Logan (Twp.)	5024

10. Mantua (Twp.)	5007
11. Monroe (Twp.)	5016.01,5016.02
12. National Park (Boro.)	5003
13. Paulsboro (Boro.)	5004
14. Swedesboro (Boro.)	5023
15. Washington (Twp.)	5012
16. West Deptford (Twp.)	5002
17. Westville (Boro.)	5001
18. Woodbury (City)	5010
19. Woodbury Heights (Boro.)	5009
20. Woolwich (Twp.)	5022

### **C. AFFIRMATIVE MARKETING/OUTREACH TO FAMILIES**

It is HAGC's intent to ensure that programs and services will be made known and accessible to all interested and eligible individuals. It is HAGC's intent to market the programs and services to those individuals who have been historically underserved. HAGC will review, update, and create program-wide marketing materials as needed to make them relevant, understandable, and effective to all potential program applicants.

HAGC will use appropriate marketing material and inclusive outreach strategies and approaches to target historically underserved populations. Based on applicable federal regulation and New Jersey state law, certain programs are required to develop an Affirmative Fair Housing Marketing (AFHM) Plan which serves to identify, target, and outreach segments of the eligible populations which are least likely to apply to the housing program. The individual AFHM will be reviewed and updated every five (5) years.

The waiting list for each housing assistance program will be opened or closed at the discretion of HAGC's Executive Director considering the available funding, length of the waiting listing and whether the waiting list includes a sufficient number of income eligible applicants as determined by program requirements.

Applicants for whom the waiting list is open must be placed on the waiting list unless HAGC determines the family to be ineligible based on program requirements. Where the family is determined to be ineligible, HAGC must notify the family in writing. All applicants will be placed on the waiting list in accordance with the applicable federal regulations governing the program, and HAGC's established policy. The waiting lists will be assembled in accordance with the applicable federal regulations governing the program and HAGC's established policy. Placement on the waiting list does not indicate that the family is, in fact, eligible. Applicant preferences vary by housing program and are clearly specified within the applicable governing policy for each program.

When the Executive Director determines that the waiting lists contain an adequate pool for use of available program funding, HAGC may stop accepting new applications and close the waiting lists.

When the waiting list is closed, HAGC will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

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

As conditions may require, HAGC will post notices of housing availability in particular neighborhoods or developments to encourage fuller participation. HAGC may issue public announcements of availability to encourage applications for assistance. HAGC will monitor the benefits received, as a result of marketing activities, and will increase or decrease the outreach activities accordingly. Some of the marketing efforts in which HAGC may engage, depending on the situation, include the following:

1. Review marketing and advertising materials to ensure compliance with Fair Housing laws and requirements.
2. Distribute marketing materials and make same available on HAGC's website, all of which contain the Equal Opportunity language and logo, to all persons who made an inquiry regarding housing assistance. Distribute same to town halls, social services offices, and other places of public interest.
3. Publish special notices containing the Equal Opportunity logo in a newspaper of general circulation, such as the South Jersey Times, to announce the availability of funds/units and/or waiting list openings.
4. Display posters containing the Equal Opportunity language and logo in all HAGC offices and owned/managed properties.
5. HAGC staff shall maintain personal contact with various agencies such as Gloucester County Social Services, Gloucester County Human Services Advisory Council, VOA Homeless Shelter, Gloucester County Division of Senior Services and inform such contacts of waiting list openings.
6. Special outreach to minorities, persons with disabilities and very low-income families are accomplished through direct personal contact and direct mail to various agencies/community service providers that encourage such groups to register for housing assistance.
7. Special outreach to groups that are the least likely to apply, as determined by any applicable or required Affirmative Fair Housing Marketing Plan, include direct personal contact and



direct mail to community service providers to encourage members of the identified groups that participate with the service providers in other activities to register for housing assistance with HAGC.

8. As determined by any applicable Affirmative Fair Housing Marketing Plan, it has been the experience of HAGC and is anticipated in the future that a sufficient number of residents within the Operating Jurisdiction will register for assistance. Accordingly, no special outreach for residents within the Operating Jurisdiction will be undertaken. The Supervisor of the Intake Department shall review/monitor the waiting list monthly. Should the circumstances change, special outreach services will be performed to reach residents within the Operating Jurisdiction.
9. Maintain training and resource material for all HAGC staff involved in program administration and conduct and/or make available regular training on fair housing and civil rights compliance.

#### **D. OUTREACH TO OWNERS AND PROMOTING GREATER OPPORTUNITIES FOR FAMILIES OUTSIDE AREAS OF LOW-INCOME AND MINORITY CONCENTRATION FOR THE SECTION 8 PROGRAM**

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

Owners are further encouraged to participate with the Social Serve website. HAGC staff utilizes Social Serve, Apartment Guide publications, local newspapers, and other internet sites for available units. At the time of the voucher issuance, HAGC provides guidance to voucher holders on the availability of various units or complexes with vacancies in areas that meet the voucher holder's needs for school, employment, childcare availability, shopping and public transportation. Effective 2018, HAGC began using Small Area Fair Market Rents (SAFMRs) to determine the payment standards applicable to the Housing Choice Voucher Program. The zip-code based payment standards, derived from localized rent for each zip-code, allow HCV families to rent units in higher cost areas that have higher cost rents. The SAFMRs allow families to choose a unit across more neighborhoods with higher rents that may have high-performing schools, low levels of poverty and access to greater amenities.

Some actions to be taken which promote opportunities for families outside areas of low-income and minority concentration and market the program to owners include the following:

1. Provide one on one orientation with owners of new complexes/properties or new owners of existing complexes/properties.
2. Address various landlord groups, prospective real estate investors, and those who attend community meetings.
3. Provide prospective clients during the Tenant Briefing Program a list of currently participating property owners.
4. At the time of issuance, and as part of continued counseling provided to assisted tenants, HAGC staff help clients to determine the type of area, location, and special location needs of the family, and advise clients of available units in such areas. Special needs may include schools, location of employment, childcare center, shopping, and public transportation.
5. The family will be supplied a briefing packet containing the items and information specified in 24 *C.F.R.* §982.301(b) which shall include information regarding discrimination in housing. In the event the oral briefing is conducted remotely, documents contained within the briefing packet will be accessible in advance on HAGC's website and/or via electronic communication to the participant.
6. HAGC will review the Section 8 Payment Standards annually to make certain the rents are affordable to extremely low-income families outside areas of low income and minority concentrations in accordance with the requirements of the SAFMR Rule. HAGC will consider and establish Payment Standards in accordance with funding levels and budgetary constraints.

## **E. OPERATIONS**

In order to further the objectives of nondiscrimination, HAGC shall:

1. Include in the admissions briefings for all HAGC programs a section on compliance with Civil Rights laws. The briefing shall carefully explain to all participants what should be done if they believe they have been discriminated against.
2. Prominently display a Fair Housing Poster in every development office owned by HAGC and in HAGC's main office.
3. Use the Equal Housing Opportunity logo and/or language in all advertising and in all marketing publications of HAGC. HAGC shall be particularly conscious of human models used in its publications so as to avoid signaling any sense of discrimination.
4. HAGC shall consider all requests for reasonable accommodations in accordance with the applicable federal, state and local law and HAGC policy governing reasonable accommodations for individuals with disabilities.

5. In accordance with its Language Assistance Plan, HAGC will take affirmative steps to communicate with people who need services or information in languages other than English. At this time, English is the predominant language.
6. For more information regarding the operating policies of HAGC, specifically accepting and processing applications, preferences, the organization of the waiting lists, and assisting a family that claims illegal discrimination, please refer to the Section 8 Administrative Plan, the Public Housing Admissions and Continued Occupancy Policy, and the individual management plans as applicable. These policies shall be incorporated into this Equal Housing Opportunity Policy by reference.
7. HAGC does not intend to subcontract with a fair housing organization.
8. HAGC will maintain all records, which include relevant newspaper advertisements, pre-applications, application files, client files, contacts made with various agencies/community service providers, and contacts made with various landlords and landlord groups, in accordance with the laws and regulations previously referenced in this policy.
9. HAGC shall provide fair housing counseling services or refer individuals who believe they are victims of housing discrimination to fair housing agencies.
10. HAGC shall provide appropriate staff training on the implementation of the Fair Housing Act.
11. HAGC shall update and review policies in accordance with the provisions of the Fair Housing Act.
12. HAGC shall recruit landlords and service providers in areas to expand the housing choice to program participants in as much as the funding for the various programs permit.
13. HAGC shall maintain records of each family's race, ethnicity, familial status, and disability status on the prescribed Form HUD-50058.
14. HAGC shall follow all applicable laws, rules, and regulations with respect to Fair Housing and Equal Opportunity Housing.

#### **F. REPORTING 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 family believes that any family member has been discriminated against by HAGC, the family should advise HAGC. HUD requires HAGC to make every reasonable attempt to determine whether the applicant or tenant family's assertions have merit and take any warranted corrective action. HAGC will assist any family 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.

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