

# **HACKENSACK HOUSING AUTHORITY**

## **PROJECT-BASED VOUCHER** **ADMINISTRATIVE PLAN**

**ADOPTED BY THE BOARD OF COMMISSIONERS**

**May 11, 2017**

**Revisions:**

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**ADMINISTRATIVE PLAN**  
**Project Based Vouchers**

**1.0 INTRODUCTION/PURPOSE**

The purpose of this document is to explain the policies, rules and procedures of the Rental Assistance Demonstration (RAD) Project-based Voucher (PBV) Program, administered by the Edgewater Housing Authority (the “EHA”) for the Owner (the Housing Authority of the City of Hackensack, or “HHA”), as they relate to the admission of and continued occupancy of residents. The EHA shall be the Contract Administrator for the PBV Program. It will also state the rules and procedures employed to calculate rent. The Project-based Voucher (PBV) Program is codified at 42 U.S.C. 1437f(o)(13) and implemented at 24 CFR Part 983. RAD authorized HUD to waive certain statutory and regulatory provisions governing the PBV Program (PIH-2012-32 (HA), REV-2). This policy complies with the principles in Section 8 of the 1937 Act.

It is the policy of the HHA to fulfill the stipulations expressed in the U.S. Housing Act of 1937 and all subsequent amendments thereto as enacted by the Housing and Community Development Acts in the operation of all affordable housing under its administration. Notwithstanding the above, changes in applicable federal law or regulations as per 24 CFR Part 983 shall supersede provisions in conflict with this policy.

**2.0 EQUAL OPPORTUNITY**

**2.1 *FAIR HOUSING***

It is the policy of the HHA and EHA to comply fully with all Federal, State, and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the MAHC housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, the HHA/EHA will provide Federal/State/local information to applicants for and participants in the Section 8 PBV Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Hackensack Housing Authority office. In addition, all appropriate written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The HHA and EHA will assist any family that believes they have suffered illegal discrimination by providing those copies of the housing discrimination form. The EHA/HHA will also assist

them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

## **2.2 REASONABLE ACCOMMODATION**

From time to time people with disabilities may need a reasonable accommodation in order to take full advantage of the HHA housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the HHA will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the HHA will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

Requests for Reasonable Accommodations can be made in writing, in person or verbally. Program applications and notifications of reexamination, inspection, appointment, or termination of assistance will include information about requesting a reasonable accommodation. All decisions granting or denying requests will be in writing.

A request for reasonable accommodation will be granted provided that:

- A. The requestor is a person with disabilities (i.e. 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 impairment.) If the disability is not apparent or documented, the HHA will obtain verification that the person requesting the accommodation is a person with a disability.
- B. The request is related to the disability and is needed due to the disability. If it is not apparent, the HHA will obtain documentation that the requested accommodation is needed due to the disability. The HHA will not inquire as to the nature of the disability.
- C. The request is reasonable. A request is deemed to be “reasonable” if it does not constitute a fundamental alteration of the purpose and goals of the HHA or create an undue financial hardship or administrative burden.

If more than one accommodation is equally effective in providing access to the Hackensack Housing Authority’s programs and services, the Housing Authority retains the right to select the most efficient or economic choice.

A resident may request, as a reasonable accommodation, permission to make physical modifications to a dwelling unit at their own expense. Upon vacating, the resident must return

the unit to its original state.

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

### **2.3 LIMITED ENGLISH PROFICIENCY**

The HHA will endeavor, within reason, to assist people with Limited English Proficiency (LEP) in accordance with Title VI of the U.S. Civil Rights Act of 1964. In determining whether a Language Access Plan is necessary, the HHA will take the following factors into consideration:

- A. The number or proportion of LEP persons served or encountered in the eligible service area;
- B. The Frequency with which LEP individuals come in contact with the program;
- C. The nature and importance of the program, activity, or service provided by the program; and
- D. The resources available to the HHA and costs.

If a Language Access Plan is needed, all applicable federal guidelines will be followed. Additionally, the HHA will endeavor to employ bilingual staff or access to people who speak languages other than English.

### **2.4 AFFIRMATIVE MARKETING**

In order to reach a broad spectrum of potential applicants, the HHA seeks to affirmatively market its affordable housing to the widest audience attainable. The HHA will publicize the availability of its affordable housing in a newspaper of general circulation, minority media, and by other suitable means. To reach persons who cannot or do not read newspapers, the HHA will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The HHA will also try to utilize public service announcements.

The HHA will communicate the status of program availability to other service providers in the community and advise them of housing eligibility factors and guidelines so that they can make proper referral of their clients to the program.

The HHA may meet with minority organizations to discuss its programs. In all instances the HHA shall take steps to provide opportunities to households which, due to factors such as race, religion, ethnicity, sex of head of household, age, disability or source of income, would be less likely to apply for affordable housing.

## **2.5 REQUIRED POSTINGS**

The HHA will have the following available to all persons, including persons with mobility disabilities, at its office at 65 First Street, Hackensack, New Jersey 07601:

- A. The Section 8 Administrative Plan
- B. Notice of the status of the waiting list (opened or closed)
- C. Address of all HHA offices, office hours, telephone numbers, TDD numbers, and hours of operation
- D. Income Limits for Admission
- E. Informal Review and Informal Hearing Procedures
- F. Fair Housing Poster and information
- G. Equal Opportunity in Employment Poster

## **3.0 RIGHT TO PRIVACY & CONFIDENTIALITY**

All adult members of both applicant and participant households are required to annually sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice*. The *Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the *Federal Privacy Act Statement*.

All records concerning an applicant or Resident are strictly confidential. Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

## **4.0 ADMINISTRATOR, OWNER & PARTICIPANT RESPONSIBILITIES**

### **4.1 *RESPONSIBILITIES-EDGEWATER HOUSING AUTHORITY (EHA)***

The EHA will ensure compliance with the consolidated ACC, the RAD PBV Program Regulations, all other applicable HUD regulations and this PBV Program Administrative Plan. In administering the program, the EHA will cause the following:

- A. Publish and disseminate information about the availability and nature of housing assistance under the program;
- B. Explain the program to applicants and participants, including both party's rights and responsibilities under the Violence Against Women Act;

- C. Affirmatively further fair housing goals and comply with equal opportunity requirements;
- D. Receive applications from families, determine eligibility, maintain the waiting list, select and interview applicants, conduct tenant screening, issue project-based vouchers to selected families, and undertake all leasing activity;
- E. Determine who can live in the assisted unit at admission and during the family's participation in the program;
- F. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
- G. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
- H. Determine the amount of the housing assistance payment (HAP) for a family;
- I. Examine family income, size and composition at admission and at least annually during the family's participation in the program. The examination includes verification of income and other family information;
- J. Establish and adjust the utility allowance;
- K. Determine whether to terminate assistance to a participant family for violation of family obligations;
- L. Conduct informal reviews of certain MAHC decisions concerning applicants for participation in the program;
- M. Conduct informal hearings on certain MAHC decisions concerning participant families;
- N. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits;
- O. Administer an FSS program (if applicable and as funding is available);
- P. Make payment to the owner for their monthly HAP payment.

#### 4.2 *RESPONSIBILITIES OF THE HACKENSACK HOUSING AUTHORITY*

- A. Enter into a lease with the Tenant and enforce Tenant Obligations under the Lease;
- B. Include in the lease a clause that provides that engaging in drug-related criminal activity on or near the premises by the Tenant, household member, guest, or any other person under the Tenant's control is grounds for the owner to terminate tenancy. In addition, the lease must provide that the owner may evict a family when the owner determines that a household member is illegally using a drug or when the owner 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.
- C. Comply with the PBV Program Housing Assistance (HAP) Contract;
- D. Perform all management and rental functions for the assisted unit;
- E. Maintain the unit in accordance with Housing Quality Standards (HQS), including performance of ordinary and extraordinary maintenance;
- F. Collect security deposit, monthly rent and other non-rental charges and maintain accurate tenant account records;

- G. Furnish & pay for utilities and services (unless paid by the family under the lease);
- H. Comply with equal opportunity requirements;
- I. Perform all maintenance functions;
- J. Prepare and furnish to the MAHC all items required under the HAP contract;
- K. Notify the MAHC sixty (60) calendar days prior to any rent increase;
- L. Comply with 24 CFR 100.203 regarding provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities.

#### 4.3 *RESPONSIBILITIES OF THE PARTICIPANT*

- A. **Submission of Required Information.**
  1. Supply any information that is determined necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.
  2. Supply any information requested for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
  3. Disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
  4. All information supplied by the family must be true, complete and accurate.
- B. **Housing Quality Standards.** Take responsibility for any HQS breach caused by the family or its guests.
- C. **Inspections.** Allow the unit to be inspected at reasonable times and after at least two (2) calendar days' notice.
- D. **Lease Violations.** The family must not commit any serious or repeated violation of the lease.
- E. **Vacancy Notification.** Notify the HHA in writing at least 30 days before moving out of the unit or terminating the lease.
- F. **Eviction Notification.** Promptly give the EHA a copy of any owner eviction notice the family receives.
- G. **Use and Occupancy of the Unit.**
  1. Use the assisted unit for a residence by the family. The unit must be the family's only residence.
  2. The EHA must approve the composition of the assisted family residing in the unit. The family must inform the HHA and EHA within **ten (10)** business days of the birth, adoption or court-awarded custody of a child. The family must request approval from the HHA to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).

3. Notify the HHA within **ten (10)** business days if any family member no longer resides in the unit.
4. If the HHA has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The HHA has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the HHA consent may be given or denied.
5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with the lease, zoning requirements, and the affected household member must obtain all appropriate licenses.
6. The family must not sublease or let the unit.
7. The family must not assign the lease or transfer the unit.

**H. Absence from the Unit.**

1. The family must supply any information or certification requested by the HHA to verify that the family is living in the unit, or relating to family absence from the unit, including any HHA requested information or certification on the purposes of family absences.
2. The family must cooperate with the HHA for this purpose.
3. The family must promptly notify the HHA of its absence from the unit exceeding **fourteen (14)** calendar days.
4. The family must request authorization in writing from the HHA for absences exceeding **thirty (30)** calendar days.
5. "Absence" means that no member of the family is residing in the unit.
6. The HHA will make a determination within **five (5)** business days of the request. An authorized absence may not exceed 180 calendar days. Any family absent for more than **thirty (30)** calendar days without authorization will be terminated from the program.
7. Authorized absences may include, but are not limited to: prolonged hospitalization, absences beyond the control of the family (i.e. death in the family or other family member illness), other absences that are deemed necessary by the HHA

**I. Fraud or other Program Violations.** Family members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program.

**J. Criminal Activity.** Members of the household may not engage in drug-related criminal activity, other violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

**K. Other Housing Assistance.** An assisted family, or members of the family, may not receive Section 8 project-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

- L. **Alcohol and/or Drug Abuse.** Members of the household must not abuse alcohol and/or drugs in a way that threatens the health, safety or right to peaceful enjoyment of other residents and/or persons residing in the immediate vicinity of the premises.

## 5. ELIGIBILITY CRITERIA

There are five eligibility requirements for admission to the PBV Program: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the HHA and EHA screening criteria in order to be admitted to the PBV Program.

### 5.1 *FAMILY STATUS*

- A. **Family with or without children.** Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship. Children temporarily absent from the home due to placement in foster care are considered family members. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.
- B. **Elderly family.** A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.
- C. **Near-elderly family.** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or more persons who are at least 50 years of age but below the age of 62 living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.
- D. **Disabled family.** A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
- E. **Displaced family.** A is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
- F. **Remaining member of a tenant family.** A is a family member of an assisted family who remains in the unit when other family members have left the unit. If the remaining member of a tenant family is a minor or minors, it will be necessary for an adult to temporarily move into a unit to serve as a guardian for children residing in the unit. The income received by the temporary guardian will be

counted in determining family income. Although typically a criminal background check is required before anyone can receive Project-Based Housing Choice Voucher assistance, this requirement will be waived for a guardian in this situation. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for the program, the family shall be given a reasonable time to find a replacement guardian or lose the assistance.

- G. **Single person.** An individual who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

## 5.2 *INCOME ELIGIBILITY*

- A. To be eligible to receive assistance under the PBV Program a family shall, at the time of admission, be:
  - 1. An extremely low-income, very low-income or low-income family as defined by HUD;
  - 2. A low-income family continuously assisted under the 1937 Housing Act, including families relocated from public housing for the convenience of the agency (continuously assisted families are not counted against the income targeting requirements);
- B. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.
- C. The applicable income limit for issuance of a project-based voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program.
- D. Income limit restrictions do not apply to families transferring units within the housing authority's PBV Program.

## 5.3 *CITIZENSHIP/ELIGIBLE IMMIGRANT STATUS*

To be eligible for a housing choice voucher at least one member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)) or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However, people in the last category are not entitled to housing assistance in preference to any United States citizen or national resident within Guam.

- A. A family shall not be eligible for assistance unless at least one member of the family residing in the unit is determined to have eligible status, with the exception noted below.
- B. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (See Section 11.5(F) for calculating rents under the non-citizen rule).

- C. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.
- D. All adults must be able to sign the lease. If the State of New Jersey forbids individuals with ineligible immigration status from executing contracts (i.e., leases or other legal binding documents), then they are ineligible for this program.

#### 5.4 SOCIAL SECURITY NUMBER DOCUMENTATION

Prior to admission, every family member regardless of age must provide the HHA with a complete and accurate Social Security Number unless they do not contend eligible immigration status. New family members must provide this verification prior to being added to the lease. If the new family member is under the age of six and has not been assigned a Social Security Number, the family shall have ninety (90) calendar days after starting to receive the assistance to provide a complete and accurate Social Security Number. The HHA may grant one ninety (90) day extension for newly-added family members under the age of six if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and was outside the control of the person.

If a person is already a program participant and has not disclosed his or her Social Security Number, it must be disclosed at the next re-examination or re-certification.

Participants aged 62 or older as of January 31, 2010 whose initial eligibility determination was begun before January 31, 2010, are exempt from the required disclosure of their Social Security Number. This exemption continues even if the individual moves to a new assisted unit.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the HHA will accept an original document issued by a federal or state government agency, which contains the name of the individual and the Social Security Number of the individual, along with other identifying information of the individual or such other evidence of the Social Security Number as HUD may prescribe in administrative instructions.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided. If the Social Security Number of each household member cannot be provided to the HHA within **30** days of it being requested, the family shall lose its place on the waiting list and drop to the bottom of the list. During this **30** day period, if all household members have not disclosed their SSN at the assisted unit becomes available, the HHA must offer the available project-based voucher to the next eligible applicant family on the waiting list.

If an individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated. The HHA may grant one ninety (90) day extension from termination if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and there is a

reasonable likelihood that the person will be able to disclose a Social Security Number by the deadline.

#### *5.5 SIGNING CONSENT FORMS*

In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms. The consent form must contain, at a minimum, the following:

- A. A provision authorizing HUD and the HHA to obtain from State Wage Information Collection Agencies (EIV) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
- B. A provision authorizing HUD or the HHA to verify with previous or current employers or other sources of income information pertinent to the family's eligibility for or level of assistance;
- C. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits;
- D. A statement allowing the HHA permission to access the applicant's criminal record with any and all police and/or law enforcement agencies; and
- E. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

#### *5.6 SUITABILITY FOR TENANCY*

The HHA determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. The HHA may deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through the New Jersey State Police. If the individual has a negative finding on the state law enforcement record, the HHA may request a check through the FBI's National Crime Information Center (NCIC). Each adult household member will be required to sign the consent form for the state criminal background check. The information received as a result of the criminal background check shall be used solely for screening purposes. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it was requested has been accomplished and the period for filing a challenge to the HHA's action has expired without a challenge or final disposition of any litigation has occurred.

The HHA will check with the State sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender. The HHA will utilize the US Department of Justice's Dru Sjodin National Sex Offender website as an additional resource. The Dru Sjodin National Sex Offender Database is an online, searchable database, hosted by the Department of Justice, which combines the data from individual state sex offender registries.

If an applicant is about to be denied housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the denial or eviction occurs.

Additional screening is the responsibility of the HHA (owner). The EHA will provide to the HHA the name, address, and phone number of the applicant's current landlord and any previous landlords that are known to the EHA.

### *5.7 ASSISTANCE TO APPLICANTS ENROLLED IN INSTITUTIONS OF HIGHER LEARNING*

- A. No assistance shall be provided under section 8 of the 1937 Act to any individual who:
  - 1. Is enrolled as a student at an institution of higher education, as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002);
  - 2. Is under 24 years of age;
  - 3. Is not a veteran of the United States military;
  - 4. Is unmarried;
  - 5. Does not have a dependent child; and
  - 6. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under section 8 of the 1937 Act.
- B. The above restriction does not apply to a person with disabilities as such term is defined in section 3(b)(3)(E) of the 1937 ACT and who was receiving Section 8 assistance on November 20, 2005.

## **6. MANAGING THE WAITING LIST**

### *6.1 OPENING AND CLOSING THE WAITING LIST*

Opening of the waiting list will be announced via public notice that applications for PBV Program will be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, and also by any available minority media. The public notice will state any limitations to who may apply. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waiting list will be announced via public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, and also by any available minority media.

### *6.2 TAKING APPLICATIONS*

Families wishing to apply to the PBV Program will be required to complete an application. Applications can be in person between the hours of 8:30 AM and 3:30 PM at the Hackensack Housing Authority office at 65 First Street, Hackensack, New Jersey, or by sending a self-addressed stamped envelope to this same address, or by email request. Applications can also be completed and submitted online by going to Hackensack Housing.org

Applications received are reviewed for accuracy and completion. Incomplete applications are returned to the Applicant Family for correction. Complete applications are date stamped in order to compile the waiting list. Depending on demand and the length of the waiting list, the HHA may take applications on an open enrollment basis for elderly, disabled and/or family housing.

When the waiting list is open, completed applications will be accepted and the HHA will not verify the information in the applications relevant to the applicant's eligibility, admission, and level of benefit until such time as the applicant family is called in for an interview.

Applicants will be provided the opportunity to complete the information on form HUD-92006, Supplement to Application for Federally Assisted Housing. The form gives applicants the option to identify an individual or organization that the HHA may contact and the reason(s) the individual or organization may be contacted. The applicants, if they choose to provide the additional contact information, must sign and date the form. If the applicant chooses to have more than one contact person or organization, the applicant must make clear to the HHA the reason each person or organization may be contacted. The HHA will allow the applicant to complete a form HUD-92006 for each contact and indicating the reason the HHA may contact the individual or organization. For example, the applicant may choose to have a relative as a contact for emergency purposes and an advocacy organization for assistance for tenancy purposes.

Those applicants who choose not to provide the contact information should check the box indicating that they "choose not to provide the contact information" and sign and date the form.

Persons with disabilities who require a reasonable accommodation in completing an application may call the HHA to make special arrangements to complete their application.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information including name, address, phone number, family composition and family unit size, racial or ethnic designation of the head of household, income category, and information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list if deemed apparently eligible.

Upon receipt of the family's **pre-application**, the HHA will make a preliminary determination of eligibility. The HHA will notify the family in writing of the date of placement on the waiting list and the approximate amount of time before housing assistance may be offered. If the HHA

determines that the family is ineligible, the HHA will notify the family in writing stating the reasons and offering the family the opportunity for an informal review of this determination.

An applicant is required to report changes in their applicant status in writing, including changes in family composition, income, address or preference factors. The HHA will provide a form for this purpose. Upon receipt of the change form, the HHA will append it to the applicant's original application and update their information and place on the waiting list accordingly.

The second phase is the final determination of eligibility, referred to as the **full application**. The full application takes place when the family nears the top of the waiting list. The MAHC will ensure that verification of all preferences, eligibility, suitability selection factors are current in order to determine the family's final eligibility for admission into the Section 8 Program. Applicants will also be given the opportunity to update their HUD Form 92006 if applicable and if they so desire.

### *6.3 ORGANIZATION OF THE WAITING LIST*

The waiting list will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file;
- B. All applications will be maintained in order of preference and then in order of date and time of application;
- C. The waiting list will be organized by bedroom size for Affordable Elderly (62 years of age or older) and Affordable Family Housing programs;
- D. Any significant contact between the HHA and the applicant will be documented in the applicant file.

All files (applicant or participant) shall be retained for seven years from the date the file is closed, whether this is due to the termination of the participant from the PBV Program or the removal of the Applicant from the waiting list, whichever is later.

### *6.4 WAITING LIST PREFERENCES*

The HHA will select families based on the following preferences in accordance with local housing needs and priorities.

1. An applicant who resides in Hackensack at the time their application is accepted.
2. An applicant who is working in Hackensack. (Family List)
3. Veterans/Spouse of Veteran.

No requirement or preference may be based upon the identity or location of the housing that is occupied by the applicant, or upon the length of time the applicant has resided in Hackensack.

When an applicant who was a non-resident becomes a resident, the previous application will be placed at the end of the resident waiting list as of the date they present verification of residency.

- B. **Working Preference.** The PBV Program waiting list will be organized with a secondary preference for Working Families. A Working Preference will be given in any of the following circumstances:
1. Households whose head, spouse or sole member is employed.
  2. Households whose head or sole member is disabled.
  3. Households whose head or sole member is Elderly (62 years of age or older).

When an applicant who qualified for the Working Preference has a change in circumstances and no longer qualifies, their application will be reordered accordingly. Applicants who no longer qualify for the Working Preference will not maintain their preferred position on the waiting list.

6.5 *ASSIGNMENT OF BEDROOM SIZE*

The HHA will assign each applicant to a waiting list according to bedroom size. The following guidelines will determine each family’s bedroom size:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults will share a bedroom unless related by blood.

In determining bedroom size, the HHA will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children currently under a 50% or more joint custody decree, children who are temporarily away at school or temporarily in foster-care.

Bedroom size will also be determined using the following guidelines:

- A. Children of the same sex may share a bedroom.
- B. Children of the opposite sex, both under the age of **two (2)**, may share a bedroom.
- C. Persons of different generations will not be required to share a bedroom.
- D. Foster adults and children will not be required to share a bedroom with family members.

The HHA will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a disability or a medical reason why the larger size is necessary.

#### *6.6 SELECTION FROM THE WAITING LIST*

When a PBV Program unit becomes available, applicants will be selected from the waiting list based on applicable preferences, date of application and applicable bedroom size.

Notwithstanding the above, if necessary to meet the housing authority's statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income (unless a different target is agreed to by HUD), the HHA retains the right to skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the incomes of the families on the waiting list. If there are not enough extremely low-income families on the waiting list, the HHA will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

In selecting families to occupy PBV units with special accessibility features for persons with disabilities, the HHA will select families who require such accessibility features whenever possible.

#### *6.8 REFUSAL OF UNIT*

If an eligible applicant refuses an offer of an available apartment, they will be given another choice if one exists. If another unit is not available, then the applicant will be given a second offer as soon as one becomes available. If the applicant rejects the second offer, they will be moved to the bottom of the applicant list. However, if an applicant presents to the satisfaction of the HHA clear evidence that acceptance of a given offer of a suitable vacancy will result in undue hardship or handicap not related to considerations of race, color, or national origin, such as inaccessibility to source of employment, children's day care and the like, refusal of such an offer shall not be counted as one of the two allowable refusals permitted an applicant before placing their name at the bottom of the waiting list.

## 6.8 *PURGING THE WAITING LIST*

The HHA will update and purge its waiting list at least periodically to ensure that the pool of applicants reasonably represents interested families. Purging also enables the HHA to update the information regarding address, family composition, income category and preferences. Generally the waiting list will be purged at least every 24 months.

All applicants will be sent an Update Form via first class mail to be completed and returned to the HHA by a specified date. If the envelope is returned as undeliverable or if no response is received from the applicant within the specified timeframe, the applicant will be removed from the waiting list. If the envelope is returned with a forwarding address on it, the MAHC will mail the form to the new address. The same response deadline will apply.

## 6.9 *REMOVAL OF APPLICANTS FROM THE WAITING LIST*

The Hackensack Housing Authority will not remove an applicant's name from a waiting list unless:

- A. The applicant requests that the name be removed;
- B. The applicant fails to respond to a written request for information;
- C. The applicant fails to respond to an update/purge request;
- D. The applicant misses two scheduled appointments or fails to respond within the specified timeframe to a written request to meet with the HHA; or
- E. The applicant does not meet either the eligibility or screening criteria for the program.

## 7. **ADMISSION CRITERIA**

### 7.1 *INITIAL CERTIFICATION INTERVIEW*

When a family nears the top of the waiting list for a given bedroom size for Elderly or Family Affordable Housing, the HHA will send the family letter offering an interview appointment for initial certification. The letter will include a *Certification Information* form listing all documents required for the initial certification appointment and an *Update Application*. All adult household members are required to attend the initial certification appointment.

At this initial certification interview, the HHA will verify the family's status, waiting list preferences and other information pertinent to eligibility and admission, such as family composition, identity, income, assets and eligible deductions. If the family no longer qualifies to be near the top of the list or the family composition has changed, the family's name will be returned to the appropriate waiting list in the spot that corresponds to the family's eligible preferences. If the family's application is returned to the waiting list, the HHA will notify the family in writing of this action and give the family the opportunity for an informal review.

Once the preference has been verified the family will provide other required documentation, such as Social Security Number information, citizenship/eligible immigrant information, and information regarding income, assets and eligible deductions. The family will also sign an Authorization for Release of Information.

## 7.2 MISSED APPOINTMENTS

The HHA will provide a timeframe of 10 days from the date of the interview letter for the applicant to schedule an initial certification appointment. If the applicant does not call to schedule an appointment within 15 days, the HHA will notify the applicant in writing that the application is being terminated and the applicant will be offered the right to an informal review before being removed from the waiting list. The applicant family will be allowed to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When a good cause exists, the HHA will work closely with the family to find a more suitable time. All applicants who fail to keep two scheduled appointments will be sent a notice of denial and offered the right to an informal review before being removed from the waiting list.

## 7.3 VERIFICATION REQUIREMENTS

The following items of information are subject to verification by the HHA to determine eligibility and the correct amount of rental subsidy. All information obtained from the applicant concerning eligibility will be verified when a suitable dwelling is expected to be available.

**Income & Assets:** The HHA will obtain documentation needed to calculate total gross family income and total assets. All copies of such information shall be kept in the applicant's file in a secure place. HHA will use the methods listed below to verify income and assets:

- A. Third party written verification will be obtained whenever possible;
- B. New Jersey Department of Labor State Wage Records
- C. HUD EIV income records;
- D. Review of documentation provided by the family such as social security or pension benefit checks, paystubs, income tax returns, bank statements, local government assessed property values, etc.

**Family Size & Composition:** The Authority will rely on the declaration of the applicants related to family size, composition and the relationship among the family members.

**Age & Citizenship/Immigration Status:** The HHA will require birth certificates, Naturalization documents, Permanent Residency cards or passports to verify the age and citizenship/immigration status of each family member.

**Social Security Numbers:** The HHA will require Social Security numbers for each family member. If the Applicant cannot provide his/her social security number, other documents listed

below **showing the social security number** may be used for temporary verification until a valid social security card can be provided:

- A. Identification card issued by a federal, state or local agency;
- B. Identification card issued by an employer or trade union;
- C. Identification card issued by a medical insurance company;
- D. IRS Form 1099 or W-2 form;
- E. Benefit award letters from government agencies;
- F. Medicaid Card;
- G. Unemployment benefit letter.

**Marriage, Divorce & Separation:** If an applicant is married, divorced or separated, the applicant must provide one or more of the following verifications as requested by the HHA:

- A. A marriage certificate.
- B. A Final divorce decree. This applies to individuals who are divorced and are not separated and is the only documentation accepted for divorced individuals.
- C. If children resulted from the marriage, records for court-ordered child support from spouse or verification that applicant is pursuing child support through the courts or probation department. If applicant receives direct child support payments, applicant must make arrangements to have the child support paid through the county probation department.
- D. Receipt of TANF (Temporary Assistance to Needy Families) through the municipal or county Department of Human Services.
- E. Income tax statement from both spouses showing that they filed separately and live at separate addresses.
- F. A legal document from an attorney certifying that a suit for divorce has been filed.
- G. A written statement from an abuse shelter, law enforcement agency or social service agency that the applicant needs housing due to physical or emotional abuse.

**Disability:** A physician's certificate verifying the disability may be required. In addition, verification by a clinic, hospital, welfare agency, the Social Security Administration, vocational rehabilitation agencies, and similar sources will be acceptable.

#### *7.4 GROUNDS FOR DENIAL*

The HHA will deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;

- E. Have a family member who was evicted from federally assisted housing within the past three years because of drug-related criminal activity. The three year limit is based on the date of such eviction, not the date the crime was committed. However, the HHA, at its sole discretion, may admit the household if it determines that:
  1. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the HHA; or
  2. The circumstances leading to the eviction no longer exist (for example, the criminal household member is imprisoned or has died).
- F. Have a household member who is currently engaging in illegal use of a drug;
- G. Have a household member whose illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
- H. **Denied for Life:** Have a household member who has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing;
- I. **Denied for Life:** Have a household member who is subject to a lifetime registration requirement under a State sex offender registration program;
- J. Have any conviction for any sex offense;
- K. Have a household member whose abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
- L. Have a household member who is a fugitive felon, parole violator or person 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;
- M. Have a household member who is currently engaged in, or has engaged in the following during the last ten (10) years before the projected date of admission:
  1. Drug-related criminal activity;
  2. Violent criminal activity;
  3. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or
  4. Other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the HHA or EHA (including employees, contractors, subcontractors or agents).

For purposes of this section, a household member is “currently engaged in” criminal activity if the person has engaged in the behavior recently enough to justify a reasonable belief that the behavior is ongoing. For the purpose of this Policy, if any member of the applicant family has been arrested for a felony or drug-related charge within the past 5 years or arrested at least three

(3) times within the prior ten (10) year period for any other purpose, they will be determined to have engaged in criminal activity, drug-related criminal activity or violent criminal activity.

- N. Have a family member who violated any family obligations under previous participation in the program;
- O. Have a family member who has been evicted from federally assisted housing in the last five years;
- P. Have a family member that has ever been terminated from assistance by the HHA for the PBV Program;
- Q. Have a family member who has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- R. Currently owes rent or other amounts to the Hackensack Housing Authority or to another Housing Authority in connection with a federally assisted housing program (e.g., Section 8, public housing).
- S. Have breached an agreement with MHA to pay amounts owed;
- T. Have engaged in or threatened abusive or violent behavior towards any HHA or EHA staff member or resident;
- U. New admissions of medical marijuana users are prohibited (this does not include FDA-approved marijuana synthetics). HUD has ruled that federal law preempts state law on this issue.

If the HHA denies admission to the PBV Program on the basis of a criminal record, the HHA will provide the family member and the applicant head-of-household with the criminal record. The applicant will have ten (10) business days to dispute the accuracy and relevance of the record in writing. The informal review process for applicants is described in Section 16.2 of this Plan. If the HHA does not receive the dispute within the allotted time, the applicant will be denied.

#### *7.5 NOTIFICATION OF DENIAL*

Any applicant whose name is being removed from the waiting list will be notified by the HHA in writing and provided ten (10) business days from the date of the written correspondence to present mitigating circumstances or request an informal review in writing. The letter will indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The HHA's process of removing applicants' names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, the HHA will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the HHA will verify the disability and that the accommodation requested is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

#### *7.6 INFORMAL REVIEW*

If the HHA determines that an applicant does not meet the criteria for participating in the PBV Program, the HHA will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 10 business days of the denial as described in Section 16.2 of this Plan.

## **8. PROJECT-BASED VOUCHER ISSUANCE & LEASING**

When the HHA selects a family from the waiting list, the family will schedule an initial certification interview during which the HHA will provide a comprehensive explanation of how the program works, including family, owner and HHA responsibilities, location and size of unit available and explanation of how the rent is calculated. Once the HHA determines that the family is eligible for participation in the PBV Program, the family will be contacted and offered the unit for lease. If the family accepts the offer, the family will be required to make a lease-up appointment and orientation. All adult family members are required to attend the lease-up appointment and orientation.

At the lease-up appointment, the family will sign required forms and the HHA will provide the family with a packet with the following:

- A. Fully executed copies of the project-based voucher, the HUD Request for Tenancy Approval, the unit lease and the HUD required PBV lease addendum;
- B. Rent Calculation worksheet showing how the HHA determined the housing assistance payment and total tenant payment for the family;
- C. The family's obligations under the program;
- D. The grounds upon which the HHA may terminate assistance because of the family's action or inaction;
- E. The HHA informal hearing procedures, including when the HHA is required to provide the opportunity for an informal hearing, and information on how to request a hearing;
- F. An explanation of rights afforded to Housing Choice Voucher participants under the Violence Against Women Act;
- G. A copy of "Rights & Responsibilities of Landlords and Tenants in the State of New Jersey"
- H. Information regarding the Family Self-Sufficiency Program
- I. Other information related to services and activities that might be of interest to the tenant family

However, if an applicant presents to the satisfaction of the Authority clear evidence that acceptance of a given offer of a suitable vacancy will result in undue hardship or handicap not related to considerations of race, color, or national origin, such as inaccessibility to source of employment, children's day care and the like, refusal of such an offer shall not be counted as one of the two allowable

refusals permitted an applicant before placing their name at the bottom of the eligible list.

In addition, any and all forms requiring signature of applicants or residents that involve contract of stipulations regarding admission and occupancy shall be read and explained to the resident or applicant prior to signing. If economically feasible, all above listed documents shall be available in Spanish on request and/or self-evident need. In any event, the Authority shall supply an applicant who does not read or write the English language with a translator if this is economically feasible.

Management shall develop reasonable procedures for the screening and acceptance of applicants referred from external social service agencies. If residents are involved in such screening procedures, they shall not receive rent reductions in return for their participation.

The applicant will be required to sign a release allowing the authority to request a copy of a police report from the New Jersey State Police and the Federal Bureau of Investigation if required. In addition, the applicant, if required, will provide fingerprints to a Third party agency for submission to the FBI for check through the National Crime Information Center.

The Authority shall promptly notify any applicant (as per Section 2.6) determined to be ineligible for admission (as per Section 3.0), the basis for such determination and shall provide the applicant, upon request, within a reasonable time after the determination is made, with an opportunity for an informal hearing on said determination.

When a determination has been made as to the eligibility and satisfaction of all requirements for admission including the resident selection criteria, the applicant will be notified of the approximate date of occupancy.

The Housing Authority, working in conjunction with social service organizations, the local government and its various departments, shall commit itself to the development/provision of quality residences in public housing that will attract qualified new residents, retaining residents who adhere to standards embodied herein.

Individuals who have a physical impairment, which would prevent them from completing an application in person, may call the Authority to make special arrangement to complete their application. A telecommunications device for the deaf (TDD) is available for the deaf. If the applicant is visually impaired all notices must be in a format understandable by the applicant.

The Authority may from time to time close its waiting list by suspending the acceptance of any new applications for assistance. The Authority will make it known to the general public through the publication in the media of the fact that applications are being suspended. When the Authority determines it is in their best interest to open the waiting list and begin accepting applications again they will publish in the news media an advertisement stating that applications are available. The advertisement shall contain the following:

- The HA will publish the date applications will be accepted and the location where applications can be completed. If the HA anticipates suspending the taking of applications after a period of time, the date of acceptance and closing of applications must be published.
- Advise families that applications will be taken at the designated office;
- Briefly describe the Project Based Program; and
- State that applicants for Project Based Vouchers must specifically apply for the PBV Program.
- To reach persons who cannot read the newspapers, the HA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

### **9. Non Compliance with Housing Authority Schedule of Appointments and Submission of Documents**

An applicant must adhere to all schedules established by the housing authority to review eligibility. An applicant who fails to keep an appointment without notifying the HA and without re-scheduling the appointment shall be sent a notice of termination of the process for failure to supply such certification, release of information or documentation as the HA or HUD determines to be necessary (or failure to allow the HA to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable) in the following situations:

- Complete Application
- Bringing in Verification Information
- Briefing prior to Occupancy
- Leasing Signature
- Inspections
- Recertification
- Interim Adjustment

- Other Appointments or Requirements to Bring in Documentation as Listed in this Plan
- Scheduled Counseling Sessions
- Move-In appointments

Process When Appointment(s) are missed: - For most of the functions above, the family may be given two appointments.

If the family does not appear or call to reschedule the appointment(s) required, the HA may begin termination procedures. The applicant or resident will be given an opportunity for an informal meeting or hearing, as appropriate pursuant to the grievance process. The hearing shall be conducted in accordance with the PBV rules & regulations.

Letters Mailed to Applicants by the HA: - If an applicant claims they did not receive a letter sent by the Authority which requested information from the applicant or to have them attend an interview, the HA will determine whether the letter was returned to the HA. If the letter was not returned to the HA, the applicant will be assumed to have received the letter.

If the letter was returned to the HA and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant will be reinstated with the date and time of the application in effect at the time the letter was sent.

Applicants must notify the HA, in writing, if their address changes during the application process.

## **10. Notification of Applicants**

The Authority will promptly notify all applicants as to their eligibility or ineligibility as follows:

10.1 An eligible applicant will be notified of the approximate date of occupancy insofar as that date can be reasonably determined. If an approximate date cannot be determined, the Authority will inform the applicant of their status on the waiting list and its length.

10.2 An ineligible applicant will be notified of the basis for the determination and will be provided upon a written request within ten (10) days after the determination with an opportunity for an informal meeting. The authority will hold this informal meeting within ten (10) days of the request. The person designated by the authority to conduct

the informal meeting shall be an impartial person appointed by the authority other than the person who made the initial determination under review. The meeting shall be conducted in accordance with applicable HUD and housing authority rules. The hearing officer shall return a decision within ten (10) days of the meeting.

10.3 The Authority will maintain all applicants' records indicating the final action taken, including applications that have been determined inactive.

## **11. Deconcentration**

Section 513 of the Quality Housing and Work Responsibility Act of 1998 makes several amendments to Section 16 with respect to deconcentration of poverty and income targeting. The housing authority will make every effort to provide for deconcentration of poverty and income-mixing by bringing higher income residents into lower income projects and lower income residents into higher income projects whenever possible.

The housing authority may offer incentives to eligible families that would help accomplish this goal. In addition, skipping of a family on the waiting list specifically to reach another family with a lower or higher income will be done as required to meet this goal.

The housing authority will try to maintain a balanced income mix on all of its scattered sites. Replacing vacancies from the same or similar income levels will maintain this mix.

The housing authority will establish a working family preference, will continue to affirmatively market units and provide rent incentives as permitted by the QHWRA.

### **11.1 Misrepresentation by the Applicant or Resident**

If an applicant or resident is found to have made willful misrepresentations at any time which resulted in the applicant or resident being classified as eligible, when, in fact, they were ineligible, applicant will be declared ineligible and the lease and/or application will be terminated because of the misrepresentation by the applicant/resident. If such misrepresentation resulted in resident paying a lower rent than was appropriate, resident shall be required to pay the difference between the actual payments and the amount, which should have been paid. In justifiable instances, the HA may take such other actions as it deems appropriate, including referring the resident to the proper authorities for possible criminal prosecution.

**12. CRITERIA FOR DENIAL OF ADMISSION**

Program participation is a privilege and not a right. In order to preserve the housing authority's interests and the integrity of the program, the HHA may deny admission to an applicant for the following:

- 12.1 Have demonstrated unsatisfactorily by past performance the ability to pay such monthly rent as would be determined according to the Authority's rent policy.
- 12.2 Have demonstrated through unacceptable references the ability to conduct themselves in a manner that will not impair the environment and/or security of other residents residing in the development.
- 12.3 Have demonstrated by past performance and behavior that family members are unlikely to obey all rules and regulations as embodied in the resident's lease, as well as the rules and regulations embodied herein.
- 12.4 Have demonstrated by past behavior that family members will not maintain both the apartment they are seeking to lease as well as the common area of the development in which the apartment is located in a safe, healthy and sanitary condition.
- 12.5 The housing authority will not assist a family if they owe rent; other amounts or have judgements to any housing authority or any other federal subsidized housing program.
- 12.6 The housing authority will not assist a family if they have previously vacated a public or assisted housing unit in violation of the terms of their lease.
- 12.7 Have been previously evicted from public housing.
- 12.8 Have committed acts that would constitute fraud in connection with any federal housing program.
- 12.9 Did not provide information required within the specified timeframe as outline in Section 2.5 above.
- 12.10 Has been convicted of a drug-related criminal offense or violent criminal activity. The HHA shall deny admission to a family that contains a member of the household who is subject to the lifetime registration for sex offenders.
- 12.11 If the authority determines that a person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety or right to peaceful

enjoyment of the premises by other Residents. The authority **may** waive this requirement if:

- 12.12 The person demonstrates to the authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
- 12.13 Has successfully completed a supervised drug or alcohol rehabilitation program;
- 12.14 Has otherwise been rehabilitated successfully; or
- 12.15 Is participating in a supervised drug or alcohol rehabilitation program.
- 12.16 Has a history of criminal activity involving crimes of physical violence to persons or property and other criminal activities that may adversely affect the health, safety and welfare of other Resident.
- 12.17 Intentional misrepresentation of verification information as outlined in Section 2.8 above.
- 12.18 Section 2.4. If this information is used to deny admission the authority will provide a copy of the information used in its determination in accordance with the Criminal Records Management Policy.

This list is not to be construed as totally inclusive, and there may be circumstances not listed which may be used for denial of admission if the authority determines that to admit the household or member thereof would have a detrimental affect on the health, safety or right to peaceful enjoyment of the premises by other Residents.

#### 12.19 Limited Periods of Denial of Admissions

If an applicant is denied admission, it **may** be determined by the authority to only be a limited denial. These timeframes are only a guideline, and may be extended if the authority deems it is in the best interest of the authority and or the Residents. The timeframe for these denials is as follows:

##### 12.19.1 One Year Limited Denial:

- Bad credit history
- Bad housekeeping habits
- Bad landlord references
- Bad rent payment history
- Minor violation of lease
- Failure to provide adequate verifiable documentation
- Failure to provide documentation in the specified timeframe

12.19.2 Three Year Limited Denial:

- Eviction from public and or assisted housing because of drug-related criminal activity.
- Past behavior which may be a considered a threat to other Residents

12.19.3 Five Year Limited Denial:

- Drug use without any evidence of rehabilitation.
- An arrest or conviction that indicates that the applicant may be a threat to other Residents.
- Fraud or giving false information during the initial or any subsequent certifications to the housing authority.

12.19.4 Ten Year Limited Denial:

- Conviction of drug trafficking.

12.19.5 Lifetime Denial:

- Household with a member who is subject to a lifetime registration under the State's sex offender registration law.
- Applicant who has been convicted of manufacturing or producing illegal controlled substances on or around the premises of a housing authority.

**13. RENT POLICY**

The Total Resident Payment (Rent) will be the greatest of:

- (a) 30% of family monthly adjusted income
- (b) 10% of family monthly gross income
- (c) Welfare assistance specifically designated for rent
- (d) \$50.00 minimum monthly rent

Applicable utility allowance shall be subtracted from the established gross rent. If the allowances for resident supplied utilities applicable to the family exceed the computed rent, the family will receive a credit from the Authority of the difference.

### **13.1 Broad Range of Incomes Objective**

To accomplish this objective the Authority shall:

Ascertain the distribution of income within the community based upon the most recent census or other reliable data on family incomes;

Ascertain the distribution of incomes of families on the Authority's waiting list;

Ascertain the average operating costs of the project and the average rent required to meet such costs;

Ascertain the average rent which would be achieved based upon the incomes of low-income families in accordance with the distribution of incomes of all low-income families in the community's area of operation;

Ascertain the average rent which can be achieved based upon the incomes of the families on the waiting list;

Utilizing the above information, develop criteria, by preference or otherwise, that will be reasonably calculated to attain the basic objective. The criteria developed will be sufficiently flexible to assure administrative feasibility.

### **14. Rent Collection**

Rents are due and owing in advance by the first of each month, payable at the Housing Authority offices. A late charge of \$20.00 will be imposed upon any resident who fails to pay rent in full by the 5<sup>th</sup> day of the month. No partial payments will be accepted. If resident defaults in the performance of any obligation under the lease, Tenant shall pay, in addition to any other sums owed, reasonable attorney's fees and other costs related to the enforcement of the obligations. This clause applies in any lawsuit, action, or proceeding brought by the Housing Authority to enforce the Tenant's obligations under the Lease, whether or not the Lease is terminated and whether or not the MAHC files a formal lawsuit, action, or proceeding in court. All payments shall be applied to amounts due and owing before being applied to rent.

### **15. Security Deposits**

All residents of low-income public housing units will be responsible for maintaining with the Housing Authority a security deposit equal to one month's

rent or a \$100 *deposit whichever is greater. At each annual recertification, the security deposit amount must reflect the new monthly rent amount. However, security deposits will not be decreased if the rent amount decreases.* Security deposits will be held in an interest bearing account on behalf of the resident. In accordance with New Jersey State law, interest generated on behalf of the resident in their security deposit account shall be rolled over from year to year. The total security deposit, including all interest, shall be distributed to the resident upon vacating their unit. The security deposit and interest shall have deducted from it any costs for damages, utilities or other outstanding balances.

## **16. Minimum Rent Hardship Exemptions**

Minimum Rent Hardship Exemptions: The HHA shall grant an exemption from the minimum rent provision to any family making a request in accordance with HA policy in writing who is unable to pay that minimum payment because of financial hardship, which shall include:

**16.1** The family has lost eligibility for, or is awaiting an edibility determination for a federal, state or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and naturalization act who would be entitled to public health benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

16.2 The family would be evicted as a result of the implementation of the minimum rent.

16.3 The income of the family has decreased because of changed circumstances, including loss of employment.

16.4 A death in the family has occurred which affect the family circumstances.

16.5 Other circumstances which may be decided by the HHA on a case-by-case basis.

All of the above must be proven by the Resident providing verifiable information in writing to the HHA prior to the rent being delinquent and before the lease is terminated by the HHA. If Resident requests a hardship exemption under this section, and the HHA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety-day period beginning upon the making of the formal request for the exemption. A Resident may not be evicted during the ninety-day period for nonpayment of rent. In such a case, the Resident thereafter demonstrates that the alleged hardship is of a long-term nature and not temporary, the HHA shall retroactively exempt the Resident from the

minimum rent requirement for the ninety-day period past. This paragraph does not restrict nor prohibit the HHA from taking legal action to evict the Resident for other violations of the lease.

16.6 Flat rents are eliminated in the RAD Program. Residents can only pay income-based rent in the RAD program.

2. If a flat rent resident's rent increases by more than the greater of 10% or \$25 as a result of the RAD conversion, rent increases will be phased in over five years.

The following schedule will apply:

- a. Year 1: Any re-examination (interim or annual) performed prior to the second annual re-examination after conversion – 20% of the difference between most recently paid TTP and the standard TTP
- b. Year 2: Year 2 annual re-examination and any interim re-examination prior to Year 3 annual re-examination – 40% of the difference between most recently paid TTP and the standard TTP
- c. Year 3: Year 3 annual re-examination and any interim re-examination prior to Year 4 annual re-examination – 60% of the difference between most recently paid TTP and the standard TTP
- d. Year 4: Year 4 annual re-examination and any interim re-examination prior to Year 5 annual re-examination – 80% of the difference between most recently paid TTP and the standard TTP
- e. Year 5 annual re-examination and all subsequent re-examinations – Full standard TTP

**17. OCCUPANCY STANDARDS**

The following standards will determine the number of bedrooms required to accommodate a family of a given size and will be adhered to in every instance where availability of units permits.

<u># Bedrooms</u>	<u>Minimum # Persons</u>	<u>Maximum # Persons</u>
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

In the assignment of dwelling units, only persons of the opposite sex who are husband and wife, or where the Authority determines that a “stable relationship” exists, will be allowed to occupy the same bedroom. An exception to this policy will be any case where there are infants and children up to five years of age. In extraordinary cases these standards may be waived (e.g. intergenerational families). Reassignment or transfers to other dwelling units shall be made without regard to race, color, creed or national origin as follows:

Residents shall not be transferred to a dwelling unit of equal size, whether within a complex or between sites, except for alleviating hardships as determined by the Board and the Executive Director.

If, per the occupancy standards, the size of the dwelling unit is no longer appropriate to resident’s needs, that resident will be required to move to another available unit of appropriate size of resident’s choice within the project site where the resident presently resides. The resident will be required to move to an available unit of appropriate size in another site if such units are not required for residents already residing at this site. If, however, the resident refuses such appropriate accommodations, their lease may be terminated. In addition, the resident may be required to vacate the apartment if a Housing Certificate or Voucher is available. The Authority shall employ provisions contained in the lease with respect to moving expenses.

## **18. LEASING OF DWELLING UNITS**

A legal head of a family accepted to live in the PBV housing who is over 17 years of age, i.e., 18 or over, will be required to sign a lease agreement prior to actual admission. The Executive Director or Housing Manager will also sign the lease with one copy given to the resident and one copy kept in the Authority’s office. Where a husband and wife are living in a leased apartment together, both are required to sign the lease.

Only those persons listed on the most recent certification form shall be permitted to occupy a dwelling unit unless there is a birth to a family member or an authorized addition by the Authority in writing.

### **18.1 Visitors**

Visitors may be permitted to sleep overnight in a dwelling unit, provided they are reported to the Authority within 48 hours of their arrival or prior thereto. Visits not exceeding 15 days may be authorized. Visitors remaining beyond this period shall be considered trespassers and the resident shall be guilty of a breach of the lease.

Residents will not be given permission to allow a former resident of the Authority who has been evicted to sleep overnight in the unit for any period of time whatsoever.

## **18.2 Senior Residents**

Each elderly resident over the age of 62 will be required to have a co-signer whose responsibility will be limited to contact with management in the event of serious illness or death and who will be required to take custody of the resident's belongings in the event of death and promptly remove them from the apartment so that it may be rented to a new occupant without delay. The Authority will consider evidence of hardship requiring reasonable additional time within which to remove the resident's belongs following their death. The co-signer shall not be liable for rentals or other charges owed by the elderly resident to the Authority.

In the event the Authority shall determine a resident is unfit and unable to govern their affairs and meet their responsibilities under the lease or in the event of the death of a resident, the personal property must be removed from the unit within 15 days of the date of the Authority's determination of incapacity or the date of death. If the property is not removed, the Authority shall have the right to enter the premises, remove the personal property of said incapacitated or deceased resident and cause such property to be transported and stored at the sole cost of the estate of said resident.

## **19. Transfers**

Transfers of families from one unit to another shall occur only as follows:

- Increase or decrease in family size that creates overcrowding or underutilizing of the unit.
- Family whose member becomes disabled, or when a disabled member no longer lives in the unit.
- To avoid vacancy loss and other expense due to unnecessary transfers.

If a resident's family transfers from one dwelling unit to another, a new lease shall be executed.

In the event the Authority requires a resident to move other than when an additional person moves into the apartment and an appropriate size apartment is available, the Authority will provide a mover at the Authority's expense.

### **19.1 Types of Transfers:**

HA initiated: The HA may at its discretion transfer residents because of an uninhabitable unit, major repairs, or other actions initiated by management. For these types of transfers the HA will cover the cost of the transfer

pursuant to cost allowed by HUD.

**Transfers for Reasons of Health:** Resident may be transferred when the HA determines that there is a medical need for such transfers, such as inability to negotiate stairs or steps. The resident will be required to provide a statement from a medical doctor which indicates the condition of the resident and the HA reserves the right to make its own evaluation of the situation and documentation. If the HA determines that there is not a substantial and necessary medical need for such transfer, the request for transfer shall be treated as a convenience transfer. Normally such transfers will be within the resident's original neighborhood unless the appropriate size and type of unit does not exist on the site. The resident must pay for all of their moving expenses and a transfer fee.

**Convenience Transfers:** The Executive Director or his/her designee may at his/her discretion permit a transfer to another housing community or public housing facility for the convenience of the resident for good cause. However, the cost of the transfer shall be borne by the resident. A "Transfer Charge" list is posted in the HA offices and is based on our contract price for maintenance and an administrative charge of \$100 for processing the transfer. The transfer charge list is updated annually by the HA. The HA will charge the actual cost of the transfer, which includes the administrative cost, the cost of preparing the unit for re-rental and, if applicable, a penalty for not turning in the keys to the old unit within days of the transfer. The resident is allowed a period of 15 days to move and turn in the keys to the old unit without being charged a penalty. If the move takes more than 30 days and the keys are not turned in the resident will be charged a penalty of \$25 per day for each day the keys are not turned in to the HA. Prior to the transfer the Landlord will perform an inspection on the current unit to determine the amount of charges the resident will be required to pay as a result of resident caused damages, if any. All transfer charges must be paid at the time the resident signs his/her lease and receives the keys for the new unit. The Landlord will perform a final inspection, with the resident, on the unit that the resident transferred from, after the keys are turned in, and a final determination will be made by the HA staff as to additional charges that may be due the HA. For example, the resident may not have cleaned the unit properly and/or damaged the unit during the moving process. If there are any charges that are due the HA, as a result of this inspection, the resident must pay for these damages within fourteen (14) days of written notice from the HA. The resident must sign a transfer agreement after the HA has authorized the transfer and prior to the transfer.

Request for transfers for convenience must be made, in writing, to the HA

at the resident's residential office stating the reason for the requested transfer. The HA will issue a decision within thirty (30) calendar days of receipt of the request, and if approved, provide the resident with a list of the charges that will be the residents responsibility to pay prior to the transfer.

Transfers for Over/Under-housed Families to the Appropriate Unit. The HA may transfer residents to the appropriate sized unit and that residents are obligated to accept such transfers. Transfers will be made in accordance with the following principles:

- (1) Determination of the correct sized apartment shall be in accordance with the HA's occupancy guidelines, as outlined in Occupancy Guidelines.
- (2) Transfers into the appropriate sized unit will be made within the same neighborhood unless that size does not exist on the site.
- (3) The resident must pay for their moving expenses.

Priorities for transfers - All transfers must be either for health reasons, for relocation to an appropriate sized unit, approved convenience transfers, or initiated by the HA due to modernization work and/or other good cause as determined by the HA. Priority transfers are listed below:

- (1) HA initiated transfers,
- (2) Transfers for health reasons,
- (3) Residents who are under-housed by two or more bedrooms,
- (4) Residents who are over-housed by two or more bedrooms,
- (5) Residents who are under-housed by one bedroom,
- (6) Residents who are over-housed by one bedroom; and,
- (7) Convenience transfers.

Within each priority type, transfers will be ranked by date. In processing transfers requested by residents for approved health reasons or to move to a larger apartment, the date shall be that on which the changed family circumstances are verified by the Manager. The HA reserves the right to immediately transfer any family who has misrepresented family circumstances or composition and the family charged the posted rate for convenience transfers. Failure to pay for these charges will result in termination of the dwelling lease.

**19.2 Transfer Procedures:** - The HA shall:

Prepare a prioritized transfer list, as needed, at re-examination.

Notify residents by letter of their pending transfer.

Participate in evaluation of request for transfer based on approved medical reasons.

Issue final offer of vacant apartment as soon as vacant apartment is identified.

Issue notice to transfer as soon as vacant apartment is available for occupancy.

Participate in planning and implementation of special transfer systems for modernization and other similar programs.

Inspect both apartments involved in the transfer, charging for any resident damages that are not considered normal wear and tear.

When the resident is transferred for modernization, the cost of the transfer shall be paid by the HA, pursuant to cost that is allowed by HUD.

Only two offers of a unit will be made to each resident being transferred within his/her own neighborhood. A resident being transferred outside his own neighborhood will be allowed to refuse two offers. In the case of a family being transferred from a unit which is uninhabitable, incorrectly sized or scheduled for major repairs, failure to accept the unit offered, or the second unit offered in the case of a transfer outside the neighborhood, will be grounds for eviction. When a resident declines an offer of a transfer to a single level apartment and the resident requested the transfer the HA will notify the resident, at that time, that the HA is not obligated to make any subsequent offers. The HA will notify the resident that the HA has discharged its obligations to the resident and he/she will remain in the unit at his/her own risk, and that the HA assumes no liability for the residents condition.

Right of HA in transfer policy - The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy shall create a property right or any other type of right for a resident to transfer or refuse transfer.

## **20 Moving/Storage Expenses**

The Authority shall not provide a mover at its expense for any resident moving out of housing. In addition, the Authority will not reimburse any resident for any miscellaneous expenses involved with moving from one apartment to another.

When a resident vacates the apartment, a move-out inspection will be performed. If, during this inspection, it is found that furnishings have been left by the resident, the costs to remove, store or dispose of these furnishings will be charged to the resident. The costs will be deducted from any security deposit of that resident. All charges will be based on an hourly rate for removal and actual rate for storage and/or disposal.

## **21. Interim Re-examinations**

During the lease agreement, changes in rent or family composition shall be processed as follows:

Changes in rent shall be made by submitting a Recertification Application, verifying new income and/or family members and executing a rider to the lease. This rider must be dated and signed by both the Authority and the Resident. A copy will be given to the resident and the original shall be kept in the Authority's office.

Changes in the primary lessee shall cause a new lease to be made for the apartment.

If, through any cause, the signer of the lease ceases to be a resident member of the family, the lease will be voided and a new lease executed. A remaining member of the family who can qualify as a lessee will sign this new lease. If, nevertheless, no member is qualified to sign a new lease, the existing lease will be voided and the family will be required to vacate.

Cancellation of a resident's lease will be made in accordance with the provisions of the lease attached hereto.

If, during the tenure of a lease agreement, a resident requests the addition of a family member to the lease, the Authority will follow the same procedure when reviewing this individual's suitability for the housing as it follows when reviewing the initial applicant.

If it is determined that this individual will not be a suitable resident of the public housing, the Authority will notify the family that this individual will not be allowed to reside in the housing nor be added to the lease. At this point the resident may accept the Authority's decision or terminate their tenancy.

## **22. SMOKING POLICY**

Smoking is prohibited in all apartments and common areas of the building. Individuals who are found smoking in any of these areas will be in breach of their lease and subject to the Authority's action. Public areas are as follows:

- entrance vestibule
- entrance lobby
- community room
- arts and crafts room
- laundry room
- hallways
- elevators
- exterior balconies

All applicants will be informed of the policy and must sign the Smoke Free Building Agreement.

All existing residents who smoke will be exempt from this policy, but restricted to smoking in their apartments or outside the building (25 feet from the building). This means that this policy will not affect current residents in the building while smoking in their apartments.

Since management incurs increased costs for preparing vacant apartments formally occupied by smokers (cleaning and painting), a charge of \$250 will be assessed to residents who smoke in their apartments upon move out.

### **23. PARKING POLICY**

It is the policy of the Authority to regulate all on-site parking. It is the position of the Authority that all on-site parking is a privilege and is, therefore, granted in accordance with the parking policy. Parking is reserved only for residents who are listed on the lease. Stickers will be given only to those residents who present a valid driver's license, registration of the car in their name along with a valid insurance card.

### **24. PET POLICY**

It is the purpose of this policy to insure that those residents who desire pets are responsible pet owners; that those residents who do not desire pets are not inconvenienced by pets on the premises; to assure that pets on premises are properly cared for; and that Housing Authority properties remain decent, safe and sanitary.

### **25. ANNUAL RECERTIFICATION**

At least once each year, or as requested by the Authority, resident households must furnish such accurate information regarding family composition, employment and

household income as may be necessary to make a determination with respect to rent, eligibility and the appropriateness of the unit size. Required verification may include, but is not limited to, earning reports from employers, copies of state and federal income tax returns of all household members, W-2 forms, bank statements, etc. Approximately three months prior to a lease renewal date, the Authority will send a notice informing the resident of the requirements necessary to recertify and renew the lease. An interview must be scheduled and all documentation requested by the Authority must be submitted on or before the first of the month before the lease expires. If, by that date, the resident has not scheduled an interview nor provided the necessary documents, a notice will be sent to the resident giving them 10 days to provide the required information in accordance with the lease. The notice will also inform the resident that failure to provide the required information will result in termination of the lease. If the resident fails to respond within 10 days, a 30-day Notice to Quit will be sent to the resident.

If the Authority is unable to determine the annual income of a resident due to the resident's failure to provide adequate and complete financial information, the Authority shall increase the resident's monthly rent to the corresponding ceiling rent level for the unit effective on the lease renewal date. The flat rent will remain in effect until the resident provides complete and accurate financial information and the Housing Authority has obtained required third-party written verification as stipulated by HUD guidelines.

The length of time from the date of admission to the date of first recertification may not exceed 12 months according to current federal regulations. Therefore, in order to fit a new resident into the established schedule, the first regularly scheduled recertification may be conducted in a period of less than 12 months.

The resident 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 recertification and the corrective action that must be taken.

## **26. INSPECTIONS**

### **Initial Inspection at Move-In**

Prior to initial occupancy, the housing authority and the Resident shall perform a walk-through of the unit to determine its condition at time of move-in. A written inspection report shall be prepared by the housing authority and signed by the Resident. This inspection report shall document any and all conditions within the unit prior to occupancy.

### **Inspection at Move-Out**

Prior to move-out, the housing authority and the Resident shall perform a walk-through of the unit to determine its condition at time of move-out. A written inspection report shall be prepared by the housing authority and signed by the Resident. This inspection report

shall document any and all conditions within the unit prior to move-out. Any security deposit shall be used to offset any damages recorded. It is the Resident's responsibility to pay for any repairs to the unit due to their actions.

### **Annual Inspections**

At least once a year the housing authority will perform an inspection of the dwelling unit. This inspection will be in accordance with the Housing Quality Standards (HQS), and a copy of the report will be forwarded to the Resident. Any deficiencies found at the time of the inspection will result in the development of a work order for the repair. If Resident's negligence or abuse instigated the required repair, the Resident will be responsible for paying for the repair. A list of all maintenance charges will be provided the Resident at Lease signing. Resident will be given at least 48 hours noticing of inspection.

If the inspection indicates that the Resident has poor housekeeping habits that need to be improved upon, the inspector will file a report and a subsequent meeting will be scheduled with the Resident to counsel the Resident on their poor housekeeping habits. A follow-up inspection as outlined in Section 11.5 may be scheduled within 30 days to see that the deficiencies are corrected. If the Resident fails to correct the deficiencies, provisions of the lease may be enforced and the resident evicted.

### **Emergency Inspections**

If an employee and or contract agent of the authority has reason to believe that an emergency exists within the unit, the unit can be entered without notice. The person(s) that enters the unit must leave a written notice to the Resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

### **Random Inspections**

The housing authority retains the right to perform random inspections to determine whether or not the Resident is keeping the unit in a decent, safe and sanitary condition in accordance with the guidelines established by the authority. A copy of the report will be forwarded to the Resident. Resident will be given at least 48 hours noticing of inspection.

## **27. INTERIM RECERTIFICATION**

If it is not possible, through no fault of the resident at the time of regular recertification, to determine annual family income with any reasonable degree of accuracy, a temporary determination of income and rent will be made and an interim recertification scheduled

for within 30 days. The resident will be notified in writing of the date of the special recertification.

If a family has income which is not verified and rent cannot be established due to the resident's failure to submit the required information, the resident is subject to eviction.

Where there is no family income at the time of recertification (e.g. due to unemployment), a temporary minimum rent of \$50.00 will be established. Recertification will be scheduled every 30 days until such time the family establishes that some form of income and the continued occupancy is resolved consistent with the lease.

**Any change in family income or family composition must be reported to the Authority within 10 days of its occurrence. Failure to do so will be grounds to terminate the lease.**

Rent will remain in effect for the period between regular rent recertifications unless during such period:

- Resident can show a change in their circumstances (such as a decline in income) which would justify a reduction in rent pursuant to the Schedule of Rents or such other circumstances as would create a hardship situation.
- Resident commences to receive public assistance or assistance is terminated.
- It is found that a resident has misrepresented the facts upon which rent is based so that the rent owed is less than it should be. The increase in rent will be retroactive.

If the required documents are submitted by the 15<sup>th</sup> of the month, the rent will be adjusted retroactive to the first of the month. If the required documents are submitted after the fifteenth of the month, the rent will be adjusted on the first of the month following the recertification.

## **28. TERMINATION OF THE LEASE**

In the event the Authority is forced to institute legal action for eviction, the resident will be responsible for any legal costs incurred by the Authority. In the event the Authority is forced to institute legal action for eviction and the resident is evicted, the resident shall be responsible for any reasonable legal and court costs incurred by the Authority.

## **29. ONE STRIKE AND YOU'RE OUT**

It is specifically understood and agreed that the Hackensack Housing Authority (HHA) has a zero tolerance policy with respect to violations of lease terms regarding criminal and /or drug related activity.

All tenants must assure that neither they, nor any household member or guest, or other person under their control, will engage in any drug related or other criminal activities. Failure to abide by this provision will be treated as a serious violation of the material terms of the lease and will be grounds for eviction of the tenant and tenant's entire household.

Criminal activity and drug related activity shall be cause for eviction notwithstanding the absence of a conviction or arrest.

Alcohol abuse will also be treated as a serious violation of the material terms of the lease, and will be grounds for eviction in the event that the HHA determines that such abuse interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants.

A criminal conviction or arrest is not necessary in order to evict a tenant for criminal and/or drug related activity.

### **30. POLICE OFFICER OCCUPANCY POLICY**

A person determined by the PHA to be, during the period of residence of that person in housing, employed as a duly licensed professional police officer by a Federal, State or Local government or by any agency of these governments or an officer of an accredited police force of a housing agency may also qualify. For the purpose of increasing security for the residents of housing the PHA may allow police officers who would otherwise not be eligible for public housing, to reside in a public housing unit.

### **31. VIOLENCE AGAINST WOMEN ACT (VAWA)**

The Hackensack Housing Authority has included in its Annual and Five year plans the following information regarding the Violence Against Women Act. The inclusion of this information is in accordance with Section 5A of the United States Housing Act (42 USC 1437c-1) which requires that the plan provide specific information regarding our goals and activities to assist victims of domestic violence, dating violence, sexual assault or stalking.

The Hackensack Housing Authority works closely with the local police department in reporting all crimes occurring on Housing Authority property. The reports include all incidences of domestic violence. We will also receive complaints directly at our office or through any member of our staff. All incidences of domestic violence will be handled in a discreet, courteous, confidential and professional manner. Victims will be referred to the following:

Alternatives to Domestic Violence  
Bergen County Dept. of Human Services

One Bergen County Plaza, 2<sup>nd</sup> floor  
Hackensack, New Jersey 07601  
201 336-7575

This program is exclusively devoted to domestic violence intervention. The program offers a full range of specialized services including crisis intervention, counseling, legal advocacy, court appearance preparation, court accompaniment, counseling, community education and professional training.

In consultation with the ADV program, the Housing Authority will assist the victim in contacting the Bergen County Prosecutors office, Domestic Violence Unit (201 646-2300), in order to assist in prosecuting indictable domestic violence crimes. A counselor will be requested to assist the victims during the legal process.

The Housing Authority also follows all procedures enumerated in the March 16<sup>th</sup>, 2007 Federal Register Notice regarding VAWA. It is the Authority goal to ensure that all of its residents reside in a safe and secure environment free from violence. The Authority will take all measures possible to protect its residents by removing the violent offender and assisting the victim. All information regarding domestic violence shall be kept strictly confidential by the Housing Authority.

### **32. DEFINITION OF TERMS**

Child Custody. An applicant or Resident who does not have full custody of a minor child(ren) may only claim a child as a dependent as follows:

- a) The applicant or Resident must have primary custody of the child(ren).
- b) The applicant or Resident must provide sufficient evidence that if the applicant were admitted the child would reside with the applicant. The same child cannot be claimed by more than one applicant (i.e. counted more than once in order to make two (2) eligible families).

Citizen. An individual born in the United States or naturalized.

Dependent. A member of the household (excluding foster children) other than the head or spouse, who is under 18 years of age, is a disabled or handicapped person, or is a full-time student. An unborn child shall be considered for purposes of income eligibility and unit size.

Disabled Person. An individual who is under a disability as defined in Section 223 of the Social Security Act or in Section 102(b)(5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970

Section 223 of the Social Security Act defines disability as:

“Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months”; or

In the case of an individual who has attained the age of 55 and is blind (within the meaning of “blindness” as defined in Section 416(I)(1) of this title: “the inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which they have previously engaged with some regularity and over a substantial period of time.”

Section 102(b)(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 to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age eighteen, which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual.”

No individual shall be considered to be a person with a disability for purposes of eligibility for low income housing solely on the basis of any drug or alcohol dependency.

Elderly Family. A family whose head or spouse or whose sole member is at least 62 years of age, or disabled as defined below, or handicapped as defined below, and may include two or more elderly, disabled or handicapped persons living together, or one or more such persons living with another person who is determined to be essential to their care and well being.

Familial Status. A single pregnant woman and individuals in the process of obtaining custody of an individual who has not attained the age of 18 years are considered for occupancy as a family. Therefore, these families may be eligible for a larger unit and their income eligibility will be based on the larger household size.

Family. Two or more persons related by blood, marriage, adoption or who give evidence of a “stable relationship” which has existed over a period of years. With respect to single persons, such definition shall include an elderly family as defined above, or a displaced family as defined above, the remaining member of a resident family, or single person family as defined below. By definition a family must contain a competent adult of at least 18 years of age to enter into a contract and capable of functioning as the head of household.

There must be some concept of family living together beyond the mere sharing or intention to share housing accommodations by two or more persons to constitute them as a family within the meaning of this policy.

Foster Child(ren). With the prior consent of the HHA a foster child may reside in the dwelling unit. This determination will be based on the following:

- a) Whether the addition of the child will require a larger unit for the family and subsequently lead to a transfer to another unit.
- b) The ability to make reasonable accommodations for the handicapped person.

Full-time Student. A person who is carrying a subject load which is considered full-time for day students under the standards and practices of the educational institution.

Grievance Procedure. All Residents are afforded the rights under the grievance policy of the HHA. The grievance policy and procedures are incorporated into this document by reference and is a guideline to be used for grievances and appeals.

Handicapped Person. A person having a physical or mental impairment which 1) is expected to be of longstanding and indefinite duration, 2) substantially impedes their ability to live independently, and 3) is of such nature that such ability could be improved by more suitable housing conditions.

Hazardous Duty Pay. Pay to a family member in the Armed Services that is away from his primary residence and in a hostile situation. The pay received for this duty is not included in the total family income.

Head of Household. The adult family member who is held responsible and accountable for the family.

Homelessness. An individual or household is considered to be homeless as follows:

- a) They lack a fixed, regular and adequate residence.
- b) They have a primary residence that is
  - (1) A supervised shelter designed to provide temporary living arrangements (including welfare hotel, congregate shelters and transitional housing or housing for the mentally ill.);
  - (2) An institution that provides a temporary residence for individuals untended to be institutionalized; or
  - (3) A place not designated for, or ordinarily used as, a regular sleeping accommodation for human beings.

c) A homeless family does not include:

- (1) Any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State Law; or
- (2) Any individual who is a Single Room Occupant (SRO) that is not considered substandard housing.

Live-In Aide. A person who resides with an elderly, disabled or handicapped person(s) and who:

- a) Is determined by the HHA to be essential to the care and well being of the person(s).
- b) Would not be allowed to live in the unit except to provide support for the person(s). The income of the live-in aide is not included in the family income.
- c) Is not obligated for support of the person(s).

Lower Income Family. A family whose annual income does not exceed 80% of the median income for the area as determined by HUD with adjustments for family size. HUD may establish income limits higher or lower than 80% of median income for the areas 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 incomes.

Minimum Rent. Families assisted under the public housing program shall pay a monthly minimum rent of not more than \$50.00 per month. The HHA has the discretion to establish the minimum rent from \$0 up to \$50.00. The minimum rent established by this housing authority is \$50.00.

Minor. A person, other than the head of household or spouse, under 18 years of age.

Mixed Family. A household whose members comprise of those with United States Citizenship or eligible immigration status and those without citizenship or eligible immigration status. The HHA cannot support or financially assist those individuals without citizenship or eligible immigration status.

Non-Citizen. A person who is neither a United States Citizen nor a national of the United State.

Recertification. Recertification is to reexamine documentation that indicates that Residents meet continued occupancy standards and to determine their income for the purposes of calculating rent.

Reexamination Date. The date on which any rent change is effective or would be effective if required as a result of the annual re-examination of eligibility and rent.

Remaining Member of Resident Family. The person(s) of legal age remaining in the public housing unit after the person(s) who signed the lease has (have) left the premises, other than by eviction, who may or may not normally qualify for assistance on their own circumstances. An individual must occupy the unit to which he/ she claims head of household status for one year before becoming eligible for subsidized housing as a remaining family member. This person must complete the required forms of the HHA within ten (10) days from the departure of the leaseholder and may remain in the unit for a reasonable amount of time pending verification and processing of their request. This person must upon satisfactory completion of the verification process then execute a new lease and cure any monetary defects and obligations in order to remain in the unit.

Any person who claims to be a remaining member of the family unit shall in the event that the HHA declares them to be ineligible for remaining member status, be entitled to a grievance hearing upon notice that they will not be considered a remaining member of the household. The grievance procedure will meet all of the guidelines as outlined in the lease and lease attachments. During the interim between the time of the determination that there will be a grievance hearing and the determination of the grievance hearing officer, all rent that was due pursuant to the lease shall be deposited into an escrow account with the HHA. The HHA does not recognize the person as a Resident by giving him or her the opportunity for a grievance hearing. A remaining member shall not be considered to be a Resident until such time as a new lease is executed by the Authority and the person granted Resident status after verification of all income and other related information.

Serviceman. A person currently in the active military service of the United States.

Single Person. A person living alone or intending to live alone and who does not qualify as an elderly family, displaced person, or the remaining member of a resident family. (No PHA may admit single persons to any housing assisted under the Act without an authorization by HUD as provided in 24CFR Section 812.3.)

Spouse. The husband or wife of the head of household.

Veteran. A person who has served in the active military or naval service of the United States at any time as the President of the United States shall determine, and who has been discharged or released therefrom under conditions other than dishonorable with at least 1 year minimum service or service related disability.

### **33. INCOME DEFINITIONS**

For the purpose of calculating and determining rent, the following definitions are provided:

Adjusted Income. Annual income less: a) \$480 for each dependent, b) \$400 for any elderly family, c) medical expenses in excess of 3% of annual income for elderly family and d) child care expenses while a head of household or spouse is employed or attending school.

Childcare Expenses. Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which the annual income is computed, but only where such care is necessary to enable a family member to be gainfully employed, to further their education, or actively seek employment. The amount deducted shall reflect reasonable charges for childcare and in the case of childcare necessary to permit employment, the amount deducted may not exceed the amount of income received from such employment. The HHA will not normally allow childcare deductions when the family has an additional unemployed adult member who is physically capable of caring for the child(ren).

If the total annual income less the above noted deductions results in a rent payment that is less than the established minimum rent standard, the Resident's rent shall be the approved housing authority's minimum rent.

Contract Rent. The rent charged a resident for the use of the dwelling unit and equipment such as range and refrigerator, but not including furniture, and reasonable amounts for utilities determined in accordance with the Authority's schedule of utility allowances deducted from Gross Rent. If the allowances exceed the Gross Rent the Authority will give the resident a credit equal to the amount by which the allowance exceeds the Gross Rent.

Exclusions from Total Family Income. Temporary, nonrecurring or sporadic income defined as follows:

- a) Casual, sporadic and irregular gifts and amounts which are specifically received for, or are a reimbursement of, the cost of illness or medical care.
- b) Lump-sum additions to family assets such as, but not necessarily limited to, inheritances, insurance payments, worker's compensation, capital gains, and settlements for personal or property losses.
- c) Amounts of education scholarships paid directly to the student or the educational institution and amounts paid by the United States Government to a veteran for use in meeting the cost of tuition, fees, books, to the extent that such amounts are so used. Any amounts of such scholarships or payments to veterans not used for the above purpose that are available for subsistence are to be included in income, as well as the hazardous duty pay to a family member in the Armed Forces away from home and exposed to hostile fire.

- d) Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
- e) The value of the coupon allotments for the purchase of food in excess of the amount actually charged an eligible household pursuant to the Food Stamp Act of 1977.
- f) Payments received by participants or volunteers in programs pursuant to the Domestic Volunteer Service Act of 1973.
- g) Payments received by participants in other publicly assisted programs as reimbursement for out-of-pocket expenses incurred, e.g. special equipment, clothing, transportation, reimbursement for child care, etc. which are solely to allow participation in a specific program and cannot be used for other purposes.
- h) Income of a live-in aide as defined above.
- i) Income from employment of children (including foster children) under the age of 18 years.
- j) Payments received for the care of foster children.
- k) Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Act.
- l) Payments received from the Job Training Partnership Act.
- m) Payments from Programs under Title V of the Older Americans Act of 1965.
- n) Payments received under the Alaska Native Claims Settlement Act.
- o) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes.
- p) Income derived from the disposition of funds of the Grand River band of Ottawa Indians.
- q) The first \$2,000 of per capita shares received from judgement funds awarded by the Indians Claims Commission or the Court of Claims or from funds held in trust for an Indian tribe by the Secretary of the Interior.

- r) Payments or allowances made under the Department of Health and Human Services for Low Income Home Energy Assistance Program.
- s) Reparation payments made by foreign governments in connection with the Holocaust.
- t) Amounts received under training programs funded by HUD.
- u) Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
- v) Amounts received by a participant in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.
- w) For taxable years after December 31, 1990, the earned income tax credit refund. Effective Date: July 25, 1994.
- x) The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the U.S. Housing Act of 1937, or any comparable Federal, State, or local law during the exclusion period. For purposes of this paragraph, the following definitions apply:  
Comparable Federal, State or Local Law means a program providing employment training and supportive services that:

Are authorized by a federal, state or local law; Are funded by federal, state or local government; Are operated or administered by a public agency; has as its objective to assist participants in acquiring job skills.

Exclusion period means the period during which the resident participates in a program described in this section, plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end. Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job. This provision does not apply to residents participating in the Family Self-Sufficiency Program who are utilizing the escrow account. Also, residents are required to pay the appropriate minimum rent.

- y) A resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a public housing resident for

performing a service for the HA, on a part-time basis, that enhances the quality of life in public housing. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No Resident may receive more than one such stipend during the same period of time.

- z) Compensation from State or local employment training programs and training of a family member as resident Management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the HA.
- aa) For all initial determinations and reexaminations of income carried out on or after April 23, 1993, reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
- bb) Earning in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse).
- cc) Adoption assistance payments in excess of \$480 per adopted child.
- dd) Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment received on or after October 28, 1992.
- ee) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
- ff) Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

Family Share The families contribution towards the rent.

Gross Income. Total income as defined in “Total Family Income” above.

Gross Rent. Contract rent plus the amount of any applicable utility allowance.

Monthly Adjusted Income. Adjusted income divided by 12.

Monthly Income. Annual gross income divided by 12.

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 home ownership 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.) In determining net family assets, the Authority shall include the value of any assets disposed of by an applicant or resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or recertification, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident receives important consideration not measurable in dollar terms.

Public Housing Agency. 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.

Rent Burden. May be used for the purpose of determining a preference. Applicants must be paying more than 50% of their monthly income for rent for at least 90 days.

Substandard Housing. The HUD definition now specifically includes as homeless, participants in transitional housing programs.

Resident Rent. The amount payable monthly by the household as rent to the Authority. Where the Authority supplies all utilities (except telephone) and other essential housing services, Resident Rent equals Total Resident Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the Authority and the cost thereof is not included in the amount paid as rent, Resident Rent equals Total Resident Payment less Utility Allowances.

Total Family Income. Income anticipated to be received during the 12 months following admission or recertification. Income from all sources from 1) the head of household and/or spouse and 2) each additional household member who is at least 18 years of age, excluding full-time student income, income which is temporary, non-recurring or sporadic as defined below. Total family income should include that portion of the income of the head of household or spouse temporarily absent which, in the determination of the Authority, is available to meet the family's needs. Total family income includes, but is not limited to the following:

- a) The full amount, before any payroll deductions, of wages and salaries, including compensation for personal services such as commissions, fees, tips, bonuses, and cash payments.

- b) Net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine net income from a business.
- c) Interest, dividends, and net income of any kind of real or personal property. Where the family has net assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net assets or a percentage of the value of such assets based on the current rate as determined by HUD.
- d) The full amount received from annuities, periodic payments from insurance policies, retirement income, pensions, periodic benefits for disability or death and other similar types of periodic receipts.
- e) Payments in lieu of earnings, such as unemployment and disability compensation, social security benefits, worker's compensation and termination wages.
- f) Welfare assistance payments.
- g) Periodic and determinable allowances, such as alimony, child support and regular contributions or gifts, including amounts received from any persons not residing in the dwelling unit.
- h) All regular pay, special payments and allowances, such as longevity, overseas duty, rental allowances, allowances for dependents, etc. received by a member of the Armed Forces, with the exception of hazardous duty pay.
- i) Payments to head of household for the support of a minor, or payments nominally to a minor for their support, but control for their benefit by the head of household or a resident family member other than the head, who is responsible for their support.
- j) Veterans Administration compensation (Service connected disability or death benefits)
- k) Any earned income tax credit to the extent it exceeds income tax liability.

All income is to be annualized if information received is for less than a 12-month basis. It is important to note that changes in family composition and or income must be reported to the Authority within ten (10) days. Failure to do so may result in eviction proceedings. In the case on income adjustments all back rent due and owing will be due within fourteen (14) days from the date the Authority formally notifies the Resident of the amount due.

Total Tenant Payment (TTP). This minimum amount the family must pay per month towards rent and utilities.

TTP must be the greater of

- (1) 30 percent of family monthly adjusted income;
- (2) 10 percent of family monthly income;
- (3) \$50.00 which is the minimum rent.

It is possible for the Resident to qualify for a utility reimbursement despite the requirement of a minimum rent. If the utility allowance were greater than the minimum rent, the Resident would receive a reimbursement for resident purchased utilities.

Unreported Income. If a resident fails to report income the tenancy will be terminated under the terms of the lease and in accordance with the New Jersey State Statutes. If the act is determined by the Authority to be intentional, the Resident will be obligated to pay the applicable portion of the rent for any and all unreported income, and may be prosecuted. If the unreported income was unintentional the Authority may approve a repayment agreement which stipulates the schedule of repayments, the amount of the payment, and the consequences if a payment is missed.

Utility Allowance. The average cost of utilities (except telephone) for an assisted unit is not included in the Tenant Payment, but is the responsibility of the family occupying the unit. The allowance is an amount equal to an estimate made or approved by the Authority. It is based upon the monthly cost of a reasonable consumption of such utilities for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Reimbursement. The amount, if any, by which the Utility Allowance for a unit, if applicable, exceeds the Total Tenant Payment for the household occupying the unit.

Very Low Income Family. A Lower Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for family size. HUD may establish income limits higher or lower than 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.

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.

## **ATTACHMENTS**

Exhibit A:	Income Limits for Admission
Exhibit B:	Application
Exhibit C:	Utility Allowances
Exhibit D:	Lease
Exhibit E	Schedule of Charges
Exhibit F:	Flat Rent Schedule
Exhibit G:	Parking Policy
Exhibit H:	Pet Policy