



Newark Housing Authority 2019 Annual Plan

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NEWARK HOUSING AUTHORITY
ANNUAL PLAN
2019
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Annual PHA Plan <i>(Standard PHAs and Troubled PHAs)</i>	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 02/29/2016
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Applicability. Form HUD-50075-ST is to be completed annually by **STANDARD PHAs or TROUBLED PHAs**. PHAs that meet the definition of a High Performer PHA, Small PHA, HCV-Only PHA or Qualified PHA do not need to submit this form.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A.	PHA Information.													
A.1	<p>PHA Name: <u>Newark Housing Authority</u> PHA Code: <u>NJ002</u></p> <p>PHA Type: <input type="checkbox"/> Standard PHA <input checked="" type="checkbox"/> Troubled PHA</p> <p>PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>1/2019</u></p> <p>PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)</p> <p>Number of Public Housing (PH) Units <u>6,762</u> Number of Housing Choice Vouchers (HCVs) <u>5,500</u></p> <p>Total Combined Units/Vouchers <u>12,262</u></p> <p>PHA Plan Submission Type: Annual Submission <input checked="" type="checkbox"/> Revised Annual Submission</p> <p>Availability of Information. PHAs must have the elements listed below in sections B and C readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.</p> <p>PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)</p>													
	Participating PHAs Lead PHA:	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	<table border="1" style="width: 100%;"> <tr> <th colspan="2" data-bbox="1143 1434 1289 1478">No. of Units in Each Program</th></tr> <tr> <th data-bbox="1143 1478 1289 1520" style="text-align: center;">PH</th><th data-bbox="1289 1478 1451 1520" style="text-align: center;">HCV</th></tr> <tr> <td data-bbox="1143 1520 1289 1806" style="height: 136px;"></td><td data-bbox="1289 1520 1451 1806"></td></tr> <tr> <td data-bbox="1143 1806 1289 1925" style="height: 57px;"></td><td data-bbox="1289 1806 1451 1925"></td></tr> </table>		No. of Units in Each Program		PH	HCV				
No. of Units in Each Program														
PH	HCV													

B.	Annual Plan Elements
B.1	<p>Revision of PHA Plan Elements.</p> <p>(a) Have the following PHA Plan elements been revised by the PHA?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Statement of Housing Needs and Strategy for Addressing Housing Needs</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Financial Resources.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Rent Determination.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Operation and Management.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Grievance Procedures.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Community Service and Self-Sufficiency Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Safety and Crime Prevention.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Pet Policy.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Asset Management.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Significant Amendment/Modification</p> <p>(b) If the PHA answered yes for any element, describe the revisions for each revised element(s):</p> <p>** See Attachments "B"</p> <p>(c) The PHA must submit its Deconcentration Policy for Field Office review.</p>
B.2	<p>New Activities</p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Hope VI or Choice Neighborhoods.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Mixed Finance Modernization or Development.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Demolition and/or Disposition.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Designated Housing for Elderly and/or Disabled Families.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Conversion of Public Housing to Tenant-Based Assistance.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Conversion of Public Housing to Project-Based Assistance under RAD.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Occupancy by Over-Income Families.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Occupancy by Police Officers.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Non-Smoking Policies.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Project-Based Vouchers.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Units with Approved Vacancies for Modernization.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).</p> <p>(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan.</p> <p>** See Attachment "C" New Activities (No. 6)</p>
B.3	<p>Civil Rights Certification. See Attachment "D"</p> <p>Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
B.4	<p>Most Recent Fiscal Year Audit.</p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, please describe:</p>

B.5	<p>Progress Report.</p> <p>Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan.</p> <p>See Attachment "E"</p>
B.6	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the PHA Plan?</p> <p>Y <input checked="" type="checkbox"/> N <input type="checkbox"/></p> <p>(c) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p> <p>See Attachment "G"</p>
B.7	<p>Certification by State or Local Officials.</p> <p>Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan. See Attachment "F"</p>
B.8	<p>Troubled PHA.</p> <p>(a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place?</p> <p>Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/></p> <p>(b) If yes, please describe:</p> <p>NHA has submitted a recovery plan that addresses key aspects of its troubled status; NHA is waiting on HUD's approval.</p>
C.	<p>Statement of Capital Improvements. Required for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).</p>
C.1	<p>Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD.</p> <p>2016 5-Year Annual Plan approved by HUD on November 17, 2016.</p>



2019 Annual Plan NHA Properties/Sites

Development Name	AMP Number	Project Number	Address	Status	Property Type (Mixed Finance, Townhome, Senior, Family)
Bradley Court	NJ002002014	NJ2-14	46 N. Munn 07106		Family
Baxter-Crane	NJ002002016	NJ2-16	60 Cedar Lane 07107		Senior
Kretchmer-Boyden	NJ002002017	NJ2-17	35 Van Vetchen Street 07114		Senior
Pennington Court	NJ002002002	NJ2-2	214 South Street 07105		Family
Bradley Court	NJ002002014	NJ2-20A	46 N. Munn 07106		Townhome
Bradley Court II	NJ002003002	NJ2-20B	93 7th Avenue 07104		Townhome
Kretchmer-Boyden-A	NJ002002021	NJ2-21A	963 Frelinghuysen Ave 07114		Senior
Kretchmer-Boyden-E	NJ002002022	NJ2-21E	130 Dayton Street 07114		Senior
Kretchmer-Boyden-F	NJ002002023	NJ2-21F	46 Evergreen Ave. 07114		Senior
Baxter-Crane-C	NJ002002018	NJ2-22C	900 Franklin Ave. 07107		Senior
Baxter-Crane-D	NJ002002020	NJ2-22D	801 N. 6th Street 07107		Senior
James C. White Manor	NJ002002025	NJ2-25	516 Bergen Street 07108		Mixed-Finance
BelleMead Site	NJ002003003	NJ2-29	281 16th Avenue 07103		Townhome
Chadwick/Mt. Prospect	NJ002003006	NJ2-31A	724 Hunterdon St. 07108		Townhome
Stephanie Thompson Village	NJ002003002	NJ2-31B	93 7th Avenue 07104		Townhome
BelleMead Site	NJ002003003	NJ2-35	281 16th Avenue 07103		Townhome
Janice Cromer	NJ002003001	NJ2-36	33 Triton Terrace 07104		Townhome

Development Name	AMP Number	Project Number	Address	Status	Property Type (Mixed Finance, Townhome, Senior, Family)
La Villa Drive, Jose Rosario	NJ002003007	NJ2-38	534 So. 12th Street 07103		Townhome
Betty Shabazz	NJ002003004	NJ2-39A	190 Court Street 07103		Townhome
Betty Shabazz Village	NJ002003012	NJ2-39B	122 Avon Avenue 07108		Townhome
Serenity	NJ002003012	NJ2-40A	122 Avon Avenue 07108		Townhome
La Villa Drive, Jose Rosario	NJ002003007	NJ2-40B	534 So. 12th Street 07103		Townhome
Serenity	NJ002003006	NJ2-40C	724 Hunterdon St. 07108		Townhome
Betty Shabazz Village	NJ002003004	NJ2-41A	190 Court Street 07103		Townhome
La Villa Drive, Jose Rosario	NJ002003007	NJ2-41B	534 So. 12th Street 07103		Townhome
Kemsco Development	NJ002003002	NJ2-42A	93 7th Avenue 07104		Townhome
Kemsco Ogdent St.	NJ002003001	NJ2-42B	33 Triton Terrace 07104		Townhome
BelleMeade Site	NJ002003003	NJ2-43	281 16th Avenue 07103		Townhome
BelleMeade Site	NJ002003003	NJ2-44B	281 16th Avenue 07103		Townhome
La Villa Drive, Jose Rosario	NJ002003007	NJ2-44A	534 So. 12 th Street 07013		Townhome
BelleMeade Site	NJ002003003	NJ2-45	281 16th Avenue 07103		Townhome
Redevelopment	NJ002003012	NJ2-46	122 Avon Avenue 07108		Townhome
Clinton Ave Townhomes	NJ002003006	NJ2-47	724 Hunterdon St. 07108		Townhome
Century 21	NJ002003006	NJ2-48	724 Hunterdon St. 07108		Townhome
La Villa Drive, Jose Rosario	NJ002003007	NJ2-49	534 So. 12th Street 07103		Townhome
Town Homes at North Point	NJ002003001	NJ2-50A	33 Triton Terrace 07104		Townhome
Town Homes at South Point	NJ002003006	NJ2-50B	724 Hunterdon St. 07108		Townhome

Development Name	AMP Number	Project Number	Address	Status	Property Type (Mixed Finance, Townhome, Senior, Family)
La Villa Drive, Jose Rosario	NJ002003007	NJ2-50C	534 So. 12th Street 07103		Townhome
Town Homes at South Point	NJ002003012	NJ2-50D	122 Avon Avenue 07108		Townhome
Wynona Lipman Gardens	NJ002003010	NJ2-52	200 Cathedral Ct. 07104		Townhome
Millennium Way	NJ002003006	NJ2-53	724 Hunterdon St. 07108		Townhome
Stephen Crane Village	NJ002002006	NJ2-6	1 Stephen Crane Village 07107		Townhome
Walsh North	NJ002003011	NJ2-67	100 Riverside Ct 07104		Townhome
Walsh North	NJ002003011	NJ2-68	100 Riverside Ct 07104		Townhome
Walsh North	NJ002003011	NJ2-69	100 Riverside Ct 07104		Townhome
Hyatt Court	NJ002002007	NJ2-7	2 Ronoke Avenue 07105		Family
Kretchmer Homes Townhouse	NJ002003009	NJ2-70	9 Ludlow Pl. 07114		Townhome
Stella Gardens	NJ002002844	NJ2-74	147 Charlton St.		Mixed-Finance
Charlton Gardens	NJ002002845	NJ2-75	147 Charlton St.		Mixed-Finance
Spruce Gardens	NJ002002846	NJ2-76	147 Charlton St.		Mixed-Finance
City View Family	NJ002002077	NJ2-77	147 W. Kinney St		Mixed-Finance
City View Senior	NJ002002078	NJ2-78	195 W. Kinney St		Mixed-Finance
Montgomery Height-I	NJ002002080	NJ2-80	671 MLK Blvd		Mixed-Finance
Baxter Park South	NJ002002083	NJ2-83	1 Wellington Way		Mixed-Finance
Terrell Homes	NJ002002009	NJ2-9	35 Riverview Court 07105		Family
Townhouses - Oriental St.	NJ002003001	NJ2-37	33 Triton Terrace 07104		Townhome
Baxter-Crane	NJ002002221	NJ2-22B	25 Summit Street 07103		Senior
West Kinney Gardens Phase I-A	NJ002002843	NJ2-72	333 Springfield Ave.		Mixed-Finance

Development Name	AMP Number	Project Number	Address	Status	Property Type (Mixed Finance, Townhome, Senior, Family)
Montgomery Heights II				Scheduled to come online in 2019	Mixed-Finance
New Horizon				Scheduled to come online in 2019	Mixed-Finance

List of Annual Plan Attachments

ATTACHMENT LETTER	DESCRIPTION
A.	Revisions of PHA Plan Elements
B.	Sources of Funds
C.	New Activities
D.	Civil Rights Certification – HUD 50077
E.	Progress Report
F.	Certification of State or Local Officials
G.	Public Comments & Responses
H.	ACOP
I.	Revisions to Housing Choice Voucher Program Admin. Plan
J.	Housing Choice Voucher Program Administrative Plan



2019 Annual Plan

Attachment A Revisions of PHA Plan Elements



2019 Annual Plan

Attachment A: Revisions of PHA Plan Elements

B.1. Revision of the PHA Plan Elements

(b) Description of Revisions

1. Statement of Housing Needs and Strategy for Addressing Needs

NHA works closely with the City of Newark in developing the Consolidated Plan including efforts to address the needs for affordable housing in Newark.

Furthermore, NHA plans to pursue the development and acquisition of additional affordable housing by leveraging tax credits and other financial means to address affordable housing challenges in the community. NHA anticipates completion of Phase I of the Turner Boulevard mixed finance project by the Fall of 2018 and completion of Montgomery Heights Phase II project by the Spring of 2018. In total these two projects will result in 243 additional units of housing for low-income families.

NHA will continue to fully utilize its voucher allocation funds and apply for additional vouchers for relevant activities in 2018. NHA continues to monitor its Wait Lists, to ensure that eligible applicants are screened and housed, once vacancies occur. In 2018, upon analysis of wait list demographics and other factors affecting housing needs, NHA may consider additional admission preferences and/or allocation of units for certain preferences.

Demographics LIPH Waiting Lists

Race & Ethnicity

RACE	NUMBER	ETHNICITY	NUMBER
American Indian	103	Hispanic	1,763
Asian	32	Non-Hispanic	9,573
Black	9,082	Not Declared	701
No Race	1,323		
Pacific Islander	141		
White	1,291		
Multiple Race	65		
TOTAL	12,037	TOTAL	12,037

Income Range

INCOME RANGE	NUMBER
\$0 - \$10,00	7,186
\$10,001 - \$20,000	3,060
\$20,001 - \$30,000	1,157
\$30,001 - \$40,000	403
Over \$40,000	231
TOTAL	12,037

Bedroom Size

BR SIZE	NUMBER
0	3,834
1	2,801
2	4,138
3	1,096
4	150
5+	18
TOTAL	12,037

Elderly/Disabled

SPECIAL STATUS	NUMBER
Disabled	4,137
Elderly	1,475
TOTAL	5,612

Demographics Housing Choice Voucher Program Waiting Lists

Race & Ethnicity

RACE	NUMBER	ETHNICITY	NUMBER
American Indian	277	Hispanic	3,009
Asian	41	Non-Hispanic	18,189
Black	18,134	Not Declared	383
No Race	230		
Pacific Islander	407		
White	2,158		
Multiple Race	334		
TOTAL	21,581	TOTAL	21,581

Income Range

INCOME RANGE	NUMBER
\$0 - \$10,00	17,974
\$10,001 - \$20,000	2,036
\$20,001 - \$30,000	943
\$30,001 - \$40,000	386
Over \$40,000	242
TOTAL	21,581

Elderly/Disabled

SPECIAL STATUS	NUMBER
Disabled	3,040
Elderly	397
TOTAL	3,437

Voucher Inventory

VOUCHER TYPE	NUMBER
Voucher	5473
Protection	196

VOUCHER TYPE	NUMBER
Port-In	12
Port-Out	405
TOTAL	6,086

2. **Deconcentration and Other Policies that Govern Eligibility, Selection and Admissions**

a. Preferences

NHA may consider the establishment of certain LIPH preferences after an analysis of wait list demographics and other market factors illustrating housing needs. NHA will specifically examine the need for a veteran's, homeless families and/or emergency admission references, and others as needed. NHA may modify its Admissions and Continued Occupancy Policy in FY 2018, subject to Board approval, to reflect new preferences. To the extent that any such modifications require a public comment period and public hearing, Board and HUD approval, NHA will follow applicable requirements prior to implementing these preferences.

The HCV program will include Relocation as a special admission and provide 20 points in the weighting of preferences. Additionally, the Admin Plan has been amended to revise the definition of family for consistency with the Equal Access Rule. This is reflect in revisions to the Admin Plan.

b. Arrest Records

NHA will ensure that adverse housing decisions based upon criminal activity are supported by sufficient evidence that the individual engaged in such activity. NHA will use convictions, not arrest records, to determine that an individual has engaged in criminal activity, per guidance from HUD. However, NHA may deny admission based upon the conduct underlying an arrest if the conduct indicates that the individual is not suitable for tenancy and NHA has sufficient evidence other than the fact of arrest that the individual engaged in the conduct. The conduct, not the arrest, will be the relevant factor for admissions and tenancy determination. Reliable evidence of a conviction may be the basis for determining that disqualifying conduct occurred. This is reflected in revisions to the ACOP. (PIH NOTICE 2015-19)

3. **Financial Resources**

Financial Resources anticipated in FY-2019 are shown in Attachment B.

4. **Rent Determination**

Rent for Mixed Families: NHA will prorate the assistance provided to a mixed family using the flat rent as opposed to the Public Housing Maximum Rent. Assistance will then be prorated based upon the number of family members that actually are eligible. This revision is reflected in the ACOP. (PIH Notice 2016-05)

5. **Operation and Management**

a. Security Deposit

NHA will be returning security deposits, when a resident family transfers from one apartment to another. At which point, NHA require the resident to pay a new security deposit for the new apartment. If resident is unable to provide the security deposit at the time of transfer, NHA

may offer a Security Deposit Payment Agreement whereby the resident must pay the security deposit within the first six months following lease-up in the new unit. Exceptions may be made on a case by case basis, determined by NHA. This practice is reflected in revisions to the ACOP.

6. Community Service and Self-Sufficiency Program

a. Community Service Self-Certification

NHA and residents must comply with the community service and self-sufficiency requirement (CSSR). NHA intends to accept resident self-certifications of compliance with the Community Service (CS) requirement, per the allowance from HUD. However, NHA will conduct 3rd party verification on a sample of the self-certifications annually. This is reflected in revisions to the ACOP. (PIH Notice 2016-06)

7. Safety and Crime Prevention

a. NHA Safety and Crime Prevention Initiative

The NHA is committed to promoting a safe environment for its residents and the community. As such, NHA has continued to invest resources in proven crime prevention strategies. New cameras have been installed in many of NHA's properties, and the effort will continue into 2019. Additionally, NHA submitted an Emergency Safety and Security Grants Annual Funding Application to HUD to support this initiative. As new and improved cameras are installed throughout the properties, NHA will be upgrading internal servers to better utilize the digital nature of the improved surveillance systems. NHA has been successful, in coordination with the Newark Police Department (NPD), in maintaining 24 hours, 7 days a week the surveillance of all cameras at a Security Operation Command Center. Additionally, NHA has continued to provide 24 hour on-site security personnel at 23 senior buildings and several family buildings, all of whom are Security Officer Registration Act (SORA) trained and N.J. Licensed. Through these safety and crime prevention initiatives, the housing authority has advanced its goal to foster a safe community for residents and further assist and support local law enforcement. A review of crime statistics for the first part of FY 2017 reveals that murder, rape and robbery incidents are on track to show a reduction between FY 2016 and 2017.



2019 Annual Plan

Attachment B Sources of Funds

FY2019 ANNUAL PLAN SOURCES

Planned Sources	2019 Budgeted Sources	2019 Planned Uses
1. Federal Grants		
2019 Public Housing Operating Fund (Projected)	\$44,658,809	NHA AMP Operations
2019 Capital Fund Program (CFP) (Projected)	\$16,510,575	RAD, Capital Improvement Activities, Operations, Grant Administration, CFFP Bond Payments (Various AMPs)
2019 HCVP HAP and Admin Fees (Projected)	\$61,634,251	Housing Assistance Payments & Administrative Fees
2. Other Federal Grants		
2018 ROSS Grant (Projected)	\$134,897	NHA Operations
3. Prior Year Federal Grants (unobligated funds only)		
2018 Capital Fund Program	\$24,059,833	RAD, Capital Improvement Activities, Operations, Grant Administration, CFFP Bond Payments (Various AMPs)
2017 Capital Fund Program	\$400,000	Capital Improvement Activities (Various AMPs)
2017 Capital Fund Replacement Housing Factor	\$293,476	Redevelopment Activity (New Horizons Project)
Up-Front Grant	\$5,526,192	Redevelopment Activity (Montgomery II Project)
4. Public Housing Dwelling Rental Income (Projected)	\$20,144,080	NHA AMP Operations
Non-Dwelling Rental Income (Projected)	\$466,198	NHA AMP Operations
Other Revenue	\$1,658,102	NHA AMP Operations
Total Resources	\$175,486,413	



2019 Annual Plan

Attachment C New Activities



2019 Annual Plan

Attachment C: New Activities

B.2. New Activities

(b) Description of New Activities

1. Hope VI and Choice Neighborhoods

The CNI Transformation Plan for Seth Boyden Terrace (NJ2-1)/Dayton Neighborhood, submitted to HUD in October of 2014, was approved. While the NHA has not been able to secure funds to redevelop the site, it has begun identifying potential developer partners and has started engaging the City of Newark administration as well as the Port Authority of New York and New Jersey. Additionally, NHA will pursue any future Choice Neighborhoods Implementation Grant opportunities for which NHA is eligible.

2. Mixed Finance, Modernization or Development

- a. NHA continues to refine its construction plans for Baxter II. It is anticipated that this mixed finance development will consist of commercial, housing, education, and economic development opportunities. The NHA is considering a joint venture partnership with the City of Newark in conjunction with the development of Peddler's Square.
- b. Construction on the New Horizons/Irvin Turner Boulevard site (NJ002003013), now known as the Boulevard West Project is on-going and once complete will include 89 units of new construction, including some commercial spaces.
- c. NHA broke ground for the development of Montgomery Heights Phase II. CFFP Funds were used to facilitate the closing of the project and construction is anticipated to be completed before the end of this year. There are 154 units planned for Phase II.

3. Demolition and/or Disposition

- a. On January 13, 2014, the Newark Housing Authority received approval from HUD SAC to demolish 503 units located at Seth Boyden Family (NJ002002001). It has not yet gathered the finance to demolish the site, but is exploring options. See Section I - Choice Neighborhoods.
- b. On January 26, 2014, the agency received demolition approval for 50 units located at Bergen Street Village (NJ002003012). It has not yet gathered the finance to demolish the site, but is exploring options.
- c. ON August 13, 2015, NHA received disposition approval (partial) for the vacant undeveloped portion of land at Woodland Village/So. 10th Street (NJ002003003). It has not yet gathered the finance to demolish the site, but is exploring options.
- d. The NHA has forwarded an application for the Demolition of approximately 215 units at Terrell Homes (NJ2-9). The balance of the units will be rehabbed through the Rental Assistance Demonstration Program.
- e. NHA intends to apply for disposition approval to develop a potential office space complex

at Baxter Park, Lock Street Warehouse site.

4. Designated Housing for Elderly and Disabled Families

The table below includes the developments which have been approved as part of NHA's Designated Housing Plan.

NHA will submit a letter to request the extension of its Designated Housing Plan for an additional two years, through December 2019. The request will reflect the removal of Geraldine Foushee as a designated elderly development. G. Foushee was approved for disposition and, through the use of private funding, is being converted to a Project Based Development. NHA may undertake an analysis of its waiting list and available housing in Newark to determine if additional designated housing requests are warranted. NHA may submit a new Designated Housing Plan if substantial modifications to the existing designations are proposed

Development Name	Project	Number of Units
Geraldine Foushee	NJ002019E	245
Kretchmer Homes J	NJ002021A	121
Seth Boyden	NJ002021F	130
Stephen Crane	NJ002022C	67
Stephen Crane	NJ002022D	68
James C. White	NJ002025	206

5. Conversion of Public Housing to Project-Based Assistance under RAD

NHA has submitted applications for conversion of Public Housing to Project-Based Assistance under the RAD program. The NHA submitted 24 applications which represent its full public housing inventory. The capital needs assessments on our properties have indicated that the properties require major capital improvements and this program has the potential to wholeheartedly transform and improve the lifespan of our properties.

6. Non-Smoking Policies

The NHA has implemented a smoking policy per HUD's final rule.
(See Exhibit "H" Section 10.23)

7. Project-Based Vouchers

Project-basing is consistent with the City's Strategic Plan in that it both encourages new development of affordable housing and prevents the loss of affordable housing. NHA will continue to take full advantage of viable financing opportunities. NHA currently administers RAD PB vouchers for 3rd party owners.

Project Based Property	Location	Project Based Type	Projected Certification Of Occupancy Date	Total Units Awarded
Somerset Brownstone	25-49 Somerset Street	Family	June, 2018	30
Baxter Park Phase II	3 Wellington Way	General	January, 2019	31
Montgomery Heights Phase II	685 Dr. Martin Luther King, Jr. Blvd	General	October 2018	49
New Horizons Phase I	220-280 Irvine Turner Blvd	General	September 2018	57
Claremont at Central Ave	243-245 Central Avenue	General	December 2018	22
The Lantana Urban Renewal	109-119 Broad Street	General	March 2019	8
Total:				197

8. Units with Approved Vacancies for Modernization

NHA has **185 units** approved for modernization, in accordance with 24 CFR 990.145(a) (1). These units are located throughout the NHA portfolio and include, but is not limited to, the following developments: (a) Stephanie Thompson (NJ0020023002), 27 units; (b) Riverside Village—84 of the units were vacated and are scheduled to be rehabbed by FY-2017; and (c) Westside Village. Whenever possible and if residents so desired, HCVs were provided to relocate from the site, as substantial rehabilitation must occur in order to bring the units up to code. NHA's Force Account and resident labor will be rehabbing these properties.

9. Other Capital Grant Programs

NHA intends to apply for all funding opportunities which will further NHA's mission to invest in families by building and maintaining affordable housing and encouraging economic independence and healthy communities. This includes, but is not limited to, Capital Funds Programs (CFP), Capital Fund Financing Programs (CFFP), Capital Funds Emergency Safety and Security Programs, CNI grants, grants for security, redevelopment, environmental clean-up, planning, social services, education, training, homelessness, affordable housing and community development.

- 10.** The Housing Authority will be seeking to partner, lease, or dispose of the three (3) recreation centers under their jurisdiction. The operations of these centers have become a significant financial burden which takes resources away from bricks and mortar.

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2019 Annual Plan

Attachment D: Civil Rights Certification – HUD 50077

Civil Rights Certification
(Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 02/29/2016

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

Housing Authority of the City of Newark

PHA Name

NJ002

PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Edward Osborne

Title Chairman

Signature



Date

12/21/18



2019 Annual Plan

Attachment E: Progress Report



Attachment E: Progress Report

B.5 Update in Meeting Mission and Goals

The following Goals and Strategic Objectives for the NHA are updated to reflect intended progress in 2019:

- A. **Goal 1: Operate a Well-Managed Housing And Redevelopment Agency. Update:** NHA developed a Strategic Plan and the Executive Team continues to employ and revise strategies. New internal procedures to facilitate the work flow and to improve external and internal communications have been developed, including policies to improve personnel, finance, and unit-turn around, and tracking of work orders. NHA has streamlined processes and increased efficiency.
- B. **Goal 2: Create A Sustainable Business Model. Update:** A long-term, sustainable business model has been developed. NHA continues to better engage and respond to stakeholders, residents as well as employees. An ongoing process, NHA has begun to highlight its other accomplishments to community improvements and family self-sufficiency—an agency that accomplishes more than just housing.
- C. **Goal 3: Maximize Affordable Housing Options. Update:** NHA continues to leverage its options and resources to create long-term solutions to maintain, modernize and build affordable housing. Development projects in the pipeline include the rehab of Lincoln Towers, new construction for Montgomery II and New Horizons are underway. Baxter and Seth Boyden are on hold. NHA is seeking disposition of Walsh Homes (rear portion), and Woodland South/10th Street (vacant land portion). Seth Boyden Family and Bergen Street sites have been approved for demolition, since 2014.
- D. **Goal 4: Leverage Resources to Encourage Resident Self-Sufficiency. Update:** NHA continues to create partnerships with vendors and providers to assist residents and families to attain self-sufficiency. Educational and skills training classes will be held at the TREC, which opened in late 2016, as well as other programs from its community enrichment centers. Certain residents of the Dayton Neighborhood, trained through the LISC Leadership Academy, are poised to assist NHA to lead the efforts to engage and lead the community to assist in the redevelopment of the area
- E. **Goal 5: Promote Safe and Healthy Environments: Update:** With an emphasis on security, NHA invested in cameras, new scanners, palm recognition and other measures and will continue to identify measures to ensure safety of its residents. Facial recognition cameras are scheduled for 24 elderly and disabled buildings. New athletic fields and playgrounds are opened (Waterfront soccer field, playground at Hyatt Court) and more are scheduled. New recreational and educational programs and activities are targeted for the TREC, the Waterfront and the Clubhouse in 2017.



2019 Annual Plan

Attachment F Certification by State & Local Officials: HUD 50077-SL

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Ras Baraka, the City of Newark Mayor
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Housing Authority of the City of Newark
PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of
Impediments (AI) to Fair Housing Choice of the

City of Newark

Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State
Consolidated Plan and the AI.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Ras Baraka
Signature

Mayor, City of Newark

Date

11-28-18



2019 Annual Plan

Attachment G Public Comments & Responses

NEWARK HOUSING AUTHORITY

2019 ANNUAL PLAN AS OF NOVEMBER 7, 2018 COMMENTS AND REPONSES

NAME or SITE	COMMENT	NHA ACTION/RESPONSE
JoAnn Sims - Wynona Lipman	Page 7 - Can I please say something because I am truly, truly confused. Now, 2018 you gave us the document of the revisions, right?	Page 7 - Yes.
JoAnn Sims - Wynona Lipman	Page 8 - Now, were those ever approved, we don't know?	Page 8 & 9 - One of those major activities is that the last time the Annual Plan was submitted NHA was at a standard performer. NHA currently now is in a troubled status and what that means is that there is a recovery plan that is in front of HUD that is being reviewed and may be incorporated at a later time in 2019. So the first major change you'll see as a part of the public housing program is that there's a troubled status and that HUD is reviewing the operations of NHA. That was not there last time. There's also some new development activities that we are expecting to come online in 2019 and that is for some of our what is called out mixed finance properties. One of those mixed finance properties that should be coming online this year is New Horizon Phase I which is at Irving Turner Blvd. Claremont at Central Avenue, the Latina Urban Renewal, Baxter Phase II.
JoAnn Sims - Wynona Lipman	Page 9 - What page are you on?	Page 9 - I am on page nineteen. These are the projections of completion dates on some of these properties which means we will begin the leasing process on those. In addition, even though it was included in 2018 plan, NHA has submitted a disposition application for Terrell Homes, part of Terrell Homes. In addition to that, there is a RAD application for the remaining part of Terrell Homes. You'll see that a a line on page 17, No. 3, Letter D.

NAME or SITE	COMMENT	NHA ACTION/RESPONSE
JoAnn Sims - Wynona Lipman	Page 9 - 215 units. Last year it was 275 units.	<p>Page 9 - That is because the initial application was for the entire property. After consultation with the tenant representatives at Terrell Homes, it was determined that NHA would retain three buildings under the low-income public housing and we will be submitting an application of demo/dispo for those three buildings. The remainder of the property we are looking to use as a RAD conversion. The only other major change that I am aware of and I believe it was discussed at the interim change is that a preference--</p> <p>Page 10 - Also, it was because we were opening up the waiting list and we wanted to include that preference for Newark residents so that's why there was an amendment to the 2018 plan. Those are the only major changes that we have incorporated. On the inside as well during the period that they had the discussion about the interim change because the one interim change they made was that preference, but at that time there was some proposed changes to the Section 8 plan for that interim time that didn't go through and I think they are incorporated here now because they did not go through at that time because it was already late in they year. So some of the language on the Section 8 may look familiar from a prior meeting.</p>
JoAnn Sims - Wynona Lipman	<p>Page 11 - On page nineteen I see No. 10 stating that NHA will be seeking a partner, lease or dispose of 3 recreation centers under their jurisdiction. The operation of these centers have become a significant financial burden and takes resources away from bricks and mortar. Which 3 centers are you talking about because I can only think of the Waterfront, the Trec Center and the Clubhouse.</p>	<p>Page 12 - Those are the three.</p>
JoAnn Sims - Wynona Lipman	<p>Page 12 - Are you seeking to lease them or somebody else buying them because it's a financial burden?</p>	<p>Page 12 - Yes, that is a very excellent question. What we will do in our response to you --</p>
JoAnn Sims - Wynona Lipman	<p>Page 12 - It shows in this book No. 10 is in the book, but No. 10 is not on the website.</p>	<p>Page 12 - Can you give me your page number?</p>
JoAnn Sims - Wynona Lipman	<p>Page 12 - Page 19. There was another copy of this Annual Plan that I saw and No. 10 was not in there so I'm wondering.</p>	<p>Page 13 - Does yours have No. 10?</p>

NAME or SITE	COMMENT	NHA ACTION/RESPONSE
JoAnn Sims - Wynona Lipman	<p>Page 13 - Mine has No. 10, but somebody's else's wouldn't. If anybody reads this, they wouldn't know that... Why is NHA so wasteful. NHA just built these 3 centers and already we are in a financial burden.</p>	<p>Page 13 - We are going to take that comment, but I want to allow the ED to comment on that, but I would like to provide you with some background on those centers. HUD provides us the funding to build them and so we have built them. The funding to run programs out of that requires to either write grants or get other means. HUD doesn't provide the funding for programming out of those and so what it most likely will be is that the NHA will either partner with or turnover with an entity who has that ability to run a training program. It would have a bigger benefit.</p> <p>Page 14 - Our residents will still get the benefits of it, but right now NHA is having to use operational funds in order to run the programming through them, to open up the gym, to put on the air conditioning, the heat and there is other entities who are in that business such as a YMCA or such as a Boys Club. So we are going to be looking to partner with entities who are in that business such as a YMCA or such as a Boys Club. So we are going to looking to partner with entities that do that type of programming. What that ownership will look like will depend on the legal agreement, but again, I just want to answer your question. Mr. Cirilo will provide a more detailed answer to your question, but also inside the comments as well, but I wrote that down concerning the website having some consistency.</p>
JoAnn Sims - Wynona Lipman	<p>Page 14 - Another question that I'm still confused about. Now, you just went over the major changes, those three or four major changes that you stated. So I'm still confused about 2018's Annual Plan.</p>	<p>Page 14 - What are you confused about?</p> <p>Page 15 - I can provide you a little background, but we are on this. I'm going to say again that every year we have to submit a plan to HUD & HUD has to review it and approve it. Going into 2018, Mr. Cirilo had just came to NHA. He came in around October, November. His first request to HUD was to have an extension on that plan in terms of submitting that plan which they granted. We then submitted that plan after he reviewed and made some minor changes to it. The same content was in it, but he just wanted to word some things differently. So normally what happens is that HUD will respond to us within a 45 day period. It is considered approved if they haven't responded, we just have not received a letter from HUD regarding that response.</p>
JoAnn Sims - Wynona Lipman	<p>Page 15 - How much time to you give the residents to read this and come up with their comments because I'm thinking it was supposed to be a 45 day period and then come up with our comments?</p> <p>Page 16 - How many days has it been?</p>	<p>Page 16 - That is correct. What the regulations says that we must allow at least 45 days so on the 46th day we can have this meeting. It is going to be 48 because the comments are due on November 12th.</p>

NAME or SITE	COMMENT	NHA ACTION/RESPONSE
JoAnn Sims - Wynona Lipman	<p>Page 16 - What date did you start? Are you counting business days or weekends? The date here is the 24th. It says 9/24/18. On the 24th, but wait a minute, we didn't know about it until the 26th when the ED came in and announced it as of Monday you will see the annual plan in your manager's offices and it there for you to review.</p>	<p>Page 16 - September... No, it is not business days. It is days on a calendar. The 26th of September. The 24th was the date that it was advertised. The advertisement went out on the 24th.</p> <p>Page 17 - Yes, it was made available online. It was at the offices. Like I said, the 24th was the day of the advertisement notifying it went out to the newspapers and to City Hall and it notified that the comment period would begin the 26th of September and would end November 12th. So we are actually over 45 days. Is 48 days. We will definitely verify. We will put this comment in and we will verify the number of days with HUD as well. We will publish that as part of this record.</p>
JoAnn Sims - Wynona Lipman	<p>Page 17 - Is it up to the resident or the tenant association to purchase their own Annual Plan because you are not giving them their copies anymore.</p> <p>Page 19 - Some tenants do not have the capability to download or do not have a computer. So if you want to read it, read it here downstairs in the lobby or either in your manager's office. You can only read it Monday through Friday and already we had, what is that, Columbus. What holidays, we had election day and what was the other. So that's two days. It is still business days that we are only able to sit down and read this thing in the manager's office. We can't take it off the premises.</p>	<p>Page 18 - 19 - We complied by providing hard copies at the management office. We also complied by even putting it on the website so people can either print or download or look on a tablet. So we are in compliance. Whether people want hard copies, we can provide them as well and like I spoke to you, Ms. Sims, the managers are allowed to print them out and what they are doing is that they are just charging what it would be for an OPRA request which is five cents which is actually cheaper than going to a Staples. It also takes a while, it is over three hundred pages. NHA is actually going above and beyond that request. Most housing authorities publishes on their website, maybe provide a copy at a public library and a copy at the management office, but that is usually as far as most housing authorities will go in terms of printing the document. We are actually going a little bit beyond that by giving you guys three options, the hard copies in the management office, hard copies to be purchased to take home or you can download and print it. This is not true and I don't want to disagree with you. But it is available online.</p>
JoAnn Sims - Wynona Lipman	<p>Page 20 - But people do not have a computer to read it.</p>	<p>Page 20 - The expectation from HUD is not that we are providing 6,000 copies of this document or copies. The expectation from HUD is that we have it available online. What I think we can do a better job of is providing residents with a summary of the major changes. You already have this so most of this doesn't change, but providing you a summary of the major changes so then you can know exactly what are of the document you want.</p>

NAME or SITE	COMMENT	NHA ACTION/RESPONSE
JoAnn Sims - Wynona Lipman	<p>Page 20 - That should be really clearer because actually this should have been discussed at the RAB meeting. All this should be discussed, these 4 or 5 major changes, Carter, you and anybody else should, it should have been done at our RAB meetings so the RAB committee can comment or whatever.</p>	<p>Page 20 - 21 - Also, again we can also look at the invitation of the RAB committee to provide more education opportunities on the Annual Plan. When I have have been previously, I have come in and taken sections. I have taken the ACOP, I believe Dwayne has done the admin plan. We can also do that as an education prior to, but that is at hte request of the RAB meeting, the RAB committee.</p> <p>Page 21 - I want to read something from one of the HUD. It is called the public housing agency PHA plan desk guide and this is coming from HUD. It is a forty-five day public review period that allows residents and members the community adequate time to review the PHA plan and the supporting documents. HUD encourages NHAs to make a PHA plan available at the principle business offices or a several offices int he area meaning we have it at different sites. We actually have them at all sites in the lobby and Mr. Foster mentioned it is also online so we are in compliance.</p>
JoAnn Sims - Wynona Lipman	<p>Page 21 - 22 - Where did you read this document from? I have something like this at my house.</p>	<p>Page 22 - This is a publicly available document. This is from HUD. You can get this from the HUD website. I know you would have probably gotten a copy of that at one of your RAB meetings several months or years back when you first got involved, but it is available now. It's a very good resource and talks -- what it does is t0alk about the process and what the steps that the agency is supposed to take. -- Let's be clear, most housing authorities Annual Plan is about that thick, maybe 15 pages at the most and their requirement isn't that they even at 15 pages provide a copy to allt he residents. NHA's plan is probably close to about 5 or 6 hundred pages.</p>
JoAnn Sims - Wynona Lipman	<p>Page 22 - 23 -- I have a plan at home that is over 600 pages. I think the 2015. -- I will come up with something.</p>	<p>Page 23 - Anymore questions or comments, Ms. Sims?</p>
Unidentified Speaker	<p>Page 23 - My question is about the copy of the birth certificate and recertification papers, Social Security numbers. Those things you always have, they are not changing so why every year you have to present it.</p>	<p>Page 23 - 24 - We will respond to that in writing, but some of the documents that we do have sometimes have an expiration date. Sometimes when people are coming and I'm guessing people who may be legal immigrants, they may have an expiration date in terms of their status and do additional paperwork so if a document doesn't expire, then we do not have to renew it.</p>

NAME or SITE	COMMENT	NHA ACTION/RESPONSE
Unidentified Speaker	Page 24 - Birth certificates don't expire. I am not talking about a drivers license. I said citizenship paper, Social Security and birth certificate. -- Mine didn't have it. I understand you.	Page 24 - Some people have not obtained their permanent citizenship and they may have an expiration date on a document so -- To Mr. Foster's point, ma'am you are right, in the past the resident alien card before for a long time it did not have an expiration date. Recently, I mean I think within the last 2 or 3 years, the Department of Home Land Security has now started to print an expiration date on those and they do not require people to get that renewed because before somebody would have the same resident alien card for 10 or 15 years or what have you.
Unidentified Speaker	Page 25 - I am not talking about the alien card. I am talking about citizenship.	Page 25 - I used that as an example. Our response to your comment and your question are also for those who are not in the room to talk about why it is that sometimes we have to call you back in for a documentation verification. So we will answer your question, but we also have to make it an answer that fits into the questions for people who may not be in the room as to why they have to renew and give us documents.
Unidentified Speaker	Page 25 - Everytime, every year you keep it and it's fading with the printing and it is the same thing all the time. You get it one time, the citizenship paper one time and that is it. It is not 5 or 6 years it changes.	Page 25 - Okay.
Unidentified Speaker	Page 25 - 26 - Why you keep having me print it every year. Your social security number, that does not change, it's the same thing so why every year you ave to print it over and over. The paper is getting faded. One time and that's it because that doesn't change. If you get married and that changes, but the other things do not change.	Page 26 - We will definitely send an answer to you and we will definitely include that comment in our response in the section we submit to HUD. That is a very good question.
JoAnn Sims - Wynona Lipman	Page 26 - Going back to the past to the 2018 Annual Plan. Now, I submitted some questions. How come it is not in the 2019 like how come nothing has been answered, there is no spreadsheet? 2018 has not been answered.	Page 26 - The 2018 is separate from the 2019 plan. Page 27 - The questions that you have as part of this meeting we will -- It is not that it has not been answered. Right now we are still waiting for the final sigantures from City Hall so that it can be sent to HUD. We still do not have the final version with the comments included.
JoAnn Sims - Wynona Lipman	Page 27 - 2017 it was approved, the Annual Plan was approved and speaking of that, here, I have a copy I gave each one of you.	Page 27 - Ms. Sims, we can discuss '17 and '18 but this is 2019 so if there is no more questions on 2019, I'm going to close this section of the meeting. Do you have any questions or comments for 2019.

NAME or SITE	COMMENT	NHA ACTION/RESPONSE
JoAnn Sims - Wynona Lipman	Page 27 - Where do you see the city strategic plan at, where can you go and see the city's ---	Page 27 - 28 - You would have to request that from them. The Annual Plan references a consolidated plan which is not only the city's plan, but the state's plan as well and the NHA has to be in compliance and not conflict with that plan. So what you will see is that there is a section where the Mayor signs off or the city officials sign off that we are in compliance with that plan.
JoAnn Sims - Wynona Lipman	Page 28 - Where do I see that at?	Page 28 - We are not required to request it, but what happens is the Mayor or the city administration will receive a copy of the plan or review it to make sure that we are in agreement. So if you want to see the consolidated plan, that is usually available online. If you give me an e-mail, I will actually send you a link to the consolidated plan or you can just google it, but I'll send it to your if you'd like. -- Ms. Sims, the consolidated plan Mr. Foster is referencing I think is different from the city strategic plan. The consolidated plan that Mr. Foster is representing is the plan that the city puts together that is also submitted to HUD for HUD approval. Page 29 - To the State Department of Community Affairs. Yes, and HUD, but the State Department of Community Affairs and HUD for approval which is separate from the strategic plan. I can give you an overview of what it says if you'd like. I can answer you very quickly on it.
Myrna Brown - Bergen Street Village	Page 29 - Is the financial report, your finance money, is that report in here?	Page 29 - 30 - Yes, it is. I can tell you very quickly it gives you what is the NHA's balance sheet. It let's you know the liabilities, the assets that are involved and it let's you know the change from 1 year to another year. If you're looking for a site-specific budget, that is not what this is. This is a balance sheet. I will tell you exactly what page it is on. This is the overall financial picture of the agency...15 pages.

NAME or SITE	COMMENT	NHA ACTION/RESPONSE
Myrna Brown - Bergen Street Village	<p>Page 30 - 31 - Just on the Section 8 part in the housing choice part, this is not even in the book. This is at the top of my head and because of me being active, I get to know when these plans are out and get to see them. I think this agency is really lacking in letting the participation of Section 8 housing voucher and your project based voucher be aware that this plan for their section is there and it should be that they should be notified and have the option to be able to know where to come and read their section if they choose to because you do not know who wants to and when the public puts out comments, let them know the comments and whatever. We were late. We were late because I did not see no notation. So, again, in your public side y'all put notices up at your properties, but you have to remember our department, the Section 8 and the housing choice vouchers, how are they going to be notified what is going on in this agency?</p>	<p>Page 31 - I'm going to speak freely. I am going outside of the confinement of the Annual Plan. The Annual Plan says you make a comment, we note it and we send you a response by putting it in there, but I want to speak freely because your question is a little free flowing. The expectation, right, is from HUD and so the expectation on the public housing side looks a lot different on the housing choice voucher side because they are individual owners. But let's just say we convert to this RAD programs, then some of that expectation would be different because then we would be including you in that notification. The expectation really on kind of the private side is that people are mostly dealing with their landlord except they interface with the NHA on other issues involved.</p>
Myrna Brown - Bergen Street Village	<p>Page 31 - 32 - No, Mr. Foster technically I understand what you are saying, but then again in your plan and if you look into the voucher, we are setting up some of the same rules that your public housing has that you have in here in your occupancy.</p>	<p>Page 32 - They are very different.</p>
Myrna Brown - Bergen Street Village	<p>Page 32 - Not too much different.</p>	<p>Page 32 - What you are asking me is did we properly publicize this meeting and the Annual Plan and the answer is yes, we met the requirements that HUD place on us which is to advertise in the newspaper, to put it online at our website and provide it here at the central office. What you are saying is to go to the next step and then notify those 7,000 participants that there's been a change and HUD does not require us to do that.</p>
Myrna Brown - Bergen Street Village	<p>Page 32 - You notified them. I'm going to -- my other question is going to be because money is not separated, you get a bulk of money.</p>	<p>Page 33 - Money is separated.</p>
Myrna Brown - Bergen Street Village	<p>Page 32 - 33 - You get a bulk of money comes in and you break it down with anybody else. Section 8 has a portion of what their administration fee amount is, what they pay for that and I'm telling you -</p>	<p>Page 33 - Let me do this. I'm going to close the Annual Plan portion and and, Myrna, I want to discuss that because that is not an accurate statement.</p>
Myrna Brown - Bergen Street Village	<p>Page 33 - How you going to close this when you still have a Section 8 portion. How you going to close it when I'm coming from a Section 8 part and asking comments.</p>	<p>Page 33 - You said I don't have any comments. If you have a comment, then I will be quiet and I will let your comment be recorded or your question be recorded.</p>

NAME or SITE	COMMENT	NHA ACTION/RESPONSE
Myrna Brown - Bergen Street Village	Page 33 - 34 - Okay, my question is can, if I can put it that way, that the NHA because we are under the NHA, the Section 8 in the housing choice voucher participants have more of a notice that HUD requires y'all to give when your annual plan has to be coming out and any comments, eve it it has to be posted downstairs, I think it should. It's only right that we get treated just like anybody that is getting the money from HUD for your public side and Section 8 where we are not being treated right.	
JoAnn Sims - Wynona Lipman	Page 34 - The notice that is downstairs now, it just says public housing , why not include Section 8 too?	Page 34 - So you are saying in the working of the signs as posted. What she is saying is just how the posting of the signs. It does not specifically call up, you read it and it only applies to public housing, that is part of what you are saying.
Myrna Brown - Bergen Street Village	Page 34 - Yes.	Page 34 - That's something we can definitely look at, Ms. Brown. -- We will send a response and include that in the comment section. -- Any more comments. If not so we can close the session.
JoAnn Sims - Wynona Lipman	Page 35 - We are talking about the Annual Plan on page 15, was there something about the monies?	Page 35 - That's a financial statement.
JoAnn Sims - Wynona Lipman	Page 35 - This kind of stuff needs to be addressed at RAB with Carter.	Page 35 - I will make myself available to the RAB if they make a request.
JoAnn Sims - Wynona Lipman	Page 35 - You need to have these meetings a little later.	Page 35 - Do we have anybody else that has comments?
JoAnn Sims - Wynona Lipman	Page 35 - The ACOP is the Bible of how NHA must operate, yes?	Page 35 - Yes.
Linda Lee - Kretchmer Elderly	Page 37 - I am a very concerned citizen for my complex. We have constantly submitted recommendations for what needs to be done for our site and this had -- I hae been down here, this going on my 5th year and non of them are really come forward. We have constantly been talking about the broken back doors to the building. They never get fixed. We have people , vagrants coming into the building, knocking on people doors at all hours of the night. You cant have specials can't come down there in times to get these peopld because they know how to ge in and out of every building down there at Kretchmer Elderly. We recently had electricians come in and for whatever reason we had no lights underneath the front of our building. The emergency fire alarm is broke, it's been broke for over three weeks.	Page 37 - I'm sorry, ma'am, can I interrupt you. We are here to make comments on the Annual Plan.

NAME or SITE	COMMENT	NHA ACTION/RESPONSE
Linda Lee - Kretchmer Elderly	Page 38 - That is part of the Annual Plan because regardless of what you keep putting in the Annual Plan for tenants to submit requests for work requests, tenants to put in requests for any kind of comments, they are never filled, absolutely. Somehow they get into this building and the response is dead. We do not get adequate -- first of all, housing is supposed to give us safe and habitable living conditions. It is not safe down there and it is not habitable. So you are violating your own rules and regulations and that is all I have to say.	Page 38 - Ms. Lee, thank you very much for sharing those comments. We will memorialize everything that you said and then we will go into the Annual Plan which HUD will see and we will have a response to that. The ED is not here. He will hear, he will look at those comments and he will ensure that we address those issues so I am glad you came out today.
Linda Lee - Kretchmer Elderly	Page 38 - He's been down to our building twice. He was amazed at all the problems we submitted to housing.	Page 39 - Thank you, Ms. Lee.
Unidentified Speaker	Page 39 - The homeless people, I mean it was worse before. It is not that bad now, but it is still coming and bam, bam, bam all time of night and day. It's not as bad as it used to be.	Page 39 - Do we have anymore comments?
JoAnn Sims - Wynona Lipman	June 12, 2018 Newark Housing Authority Annual Plan stated it was "Standard PHA". September 26, 2018 NHA Annual Plan is now "Troubled PHA". How did we get "troubled"? March 2016 NHA received the lowest Performance ratings in "Physical" 23 points, "Financial" 4 points, and zero (0) for Management and Capital Fund. Total 27 points. NHA will have 2 years to earn a passing score or risk a HUD/Federal takeover. I believe it might be a GOOD idea for Feds to take over and run NHA it could be an improvement; and they might run it better than the people running it now. NHA wants to convert Public Housing to Project-based Assistance under RAD Rental Assistance Demonstration 24 properties did applications were submitted. NHA is hoping that these monies will save the day, but if the "same" staff running it now will let it fail again. There is a lot of mismanagement of money by staff/administration. It must not repeat itself. NHA has to get out the "bad seeds" and regrow the garden.	
JoAnn Sims - Wynona Lipman	There are six properties that are Project-based property, 1 Family, 5 General locations. What does "General Type" mean?	
JoAnn Sims - Wynona Lipman	Are we working on the 5 year Annual Plan 2018-2022? Is 2019 a part of the (1) year Annual Plan?	
JoAnn Sims - Wynona Lipman	New Activities Demolition/Disposition A, B, C, "it has not yet gathered the finance to demolish the site" will all of these properties be looking for potential developer's to partner with to re- open all units?	

NAME or SITE	COMMENT	NHA ACTION/RESPONSE
JoAnn Sims - Wynona Lipman	<p>Housing Authority is seeking to lease, partner, dispose of three(3) recreation centers, Waterfront, TREC, Clubhouse because operations of these center have significant financial burden" The money should of been used to build (1) recreation center, and the rest of the monies used on repairing and up keeping of buildings/sites. NHA is wasteful for putting up (3) recreation centers. The announcement of the 2019 Annual Planned was told to the Resident Advisory Board and members on September 26, 2018 by Executive Director Cirilo "that the Hard Copy will be in your Managers office Monday, October 1, 2018 to review. September 26, 2018-November 7, 2018 is 43 days including weekends and 2 Holidays to review this Plan. October 1, 2018 the hard copy was in managers office to November 7, 2018 is Public Hearing date. That is 38 days to review the plan including weekends and 2 holidays when office is closed. My point is "Not enough time to review the Annual Plan.</p>	



2019 Annual Plan

Attachment H

(ACOP)

Newark Housing Authority

ADMISSIONS & CONTINUED OCCUPANCY POLICY



Board Approval Date:

Quick Reference

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CHAPTER 1: OVERVIEW OF THE PROGRAM AND PLAN

1.1 MISSION STATEMENT

The Newark Housing Authority's (NHA) mission is to invest in its families by building and maintaining affordable housing to encourage economic independence and healthy communities

1.2 OVERVIEW AND PURPOSE OF THE POLICY

This Admissions and Continued Occupancy Policy (ACOP) is the policy of the Board of Commissioners of the Newark Housing Authority (NHA) governing Public Housing occupancy in properties NHA owns, including public housing developed pursuant to Mixed-Finance, Low-Income Housing Tax Credits ("LIHTC"), and other forms of financing, whether or not such developments are ground-leased or privately owned and managed by third-party entities.

Public Housing, developed pursuant to Mixed-Finance, Low-Income Housing Tax Credits ("LIHTC"), and other forms of financing, whether or not such developments are ground-leased or privately owned and managed by third-party entities, must be operated in compliance with "applicable Public Housing requirements", including NHA's Admissions and Continued Occupancy policies (ACOP), as amended with respect to the applicable Regulatory and Operating Agreement, Management Plan and Management Agreement.

The ACOP is NHA's written statement of policies used to carry out the housing program in accordance with federal law and regulations, and HUD requirements. The ACOP is required by HUD and it must be available for public review [CFR 24 Part 903]. The ACOP also contains policies that support the objectives contained in NHA's Agency Plan.

All issues related to Public Housing not addressed in this ACOP are governed by federal regulations, HUD handbooks and guidebooks, notices and applicable state and local laws. The policies in this ACOP have been designed to ensure compliance with the consolidated Annual Contributions Contract (ACC) and all HUD-approved applications for program funding. NHA is responsible for complying with all changes in HUD regulations pertaining to Public Housing. If such changes conflict with this plan, HUD regulations will have precedence.

1.3 CONTENTS OF THE POLICY

Individual HUD regulations contain requirements for inclusion in NHA's written policy. Minimally, the ACOP covers NHA policies on these subjects:

- The organization of the Waiting List and how families are selected and offered available units, including any NHA admission preferences, procedures for removing applicant names from the Waiting List, and procedures for closing and reopening NHA Waiting List;
- Transfer policies and the circumstances under which a transfer would take precedence over a new admission;
- Standards for determining eligibility, suitability for tenancy, and the size and type of the apartment needed;
- Procedures for verifying the information the family has provided;
- The method for achieving deconcentration of poverty and income-mixing of Public Housing developments;
- Policies concerning payment by a family to NHA of amounts the family owes NHA;
- Interim redeterminations of family income and composition;



- Policies regarding community service requirements; and
- Policies and rules about safety and ownership of pets in Public Housing at NHA.

1.4 UPDATING THE POLICY

NHA will review and update the ACOP, to comply with changes in regulations, NHA operations, or when needed to ensure staff consistency in operation. On an ongoing basis, NHA may make minor, non-substantive modifications to the ACOP in order to clarify existing policies and procedures and/or to correct editing errors. The original policy and any changes will be approved by NHA's Board of Commissioners. Pertinent sections of the ACOP will be included in the Agency Plan, and a copy provided to HUD.

CHAPTER 2: FAIR HOUSING, EQUAL OPPORTUNITY & DOMESTIC VIOLENCE PROTECTIONS

2.1 OVERVIEW

Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. NHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- a. Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex; **24 CFR § 1, 100, 107 and 146;**
- b. Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spells out forms of prohibited discrimination; **24 CFR § 100;**
- c. Executive Order 11063 as amended by Executive Order 12259;
- d. Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities; **24 CFR § 8;**
- e. Age Discrimination Act of 1975, which establishes certain rights of the elderly; **24 CFR § 146;**
- f. Title II of the Americans with Disabilities Act and the Fair Housing Amendments. Title II deals with common areas and public space, not living units;
- g. The Violence Against Women Act of 2005 and the Violence Against Women Reauthorization Act of 2013(VAWA);
- h. The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the *Federal Register* February 3, 2012 and further clarified in Notice PIH 2014-20; and
- i. Any applicable State laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted

2.2 NONDISCRIMINATION

1. NHA shall not discriminate because of race, color, national origin, sex, religion, familial status, gender identify, sexual orientation, marital status or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land that is part of a development under NHA's jurisdiction covered by a Public Housing Annual Contributions Contract with HUD. Other rights of applicants and residents are listed in the ***Discriminatory Conduct Under the Fair Housing Act***.
2. NHA shall not deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed. Instead, the resident selection criteria to be established and information to be considered shall be reasonably related to individual attributes and behavior of an applicant. **24 CFR § 960.203(a)**
3. NHA shall not permit these policies to be subverted to do personal or political favors. Further, NHA



will offer units only in the order prescribed by this policy since any other method violates the policy, federal law, and the civil rights of the other families on the Waiting List. **24 CFR § 960.206(e)** NHA's method for selecting applicants will provide a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in NHA plan.

4. NHA will make determinations of eligibility for housing in accordance with the eligibility requirements provided for such program by HUD, and such housing shall be made available without regard to sexual orientation, actual or perceived, gender identity, or marital status. See the **DEFINITIONS** section of this ACOP for definition on gender identity and sexual orientation.
5. NHA will not make any inquiries related sexual orientation or gender identity. NHA will not inquire about the sexual orientation or gender identity of an applicant for, or occupant for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity. This prohibition on inquiries does not prohibit lawful inquiries of an applicant or occupant's sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms, or inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled.

2.3 DISCRIMINATION COMPLAINTS

The family should advise NHA if an applicant or resident family believes that any family member has been discriminated against by NHA. NHA will make every reasonable attempt to determine whether the applicant or resident family assertions have merit and take any warranted corrective action.

NHA will provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity (FHEO). Discrimination complaint information and forms are available on the HUD website at <http://www.hud.gov/offices/fheo/online-complaint.cfm> (**Public Housing Occupancy Guidebook PHOG Pg. 15**)

Upon receipt of a housing discrimination complaint, NHA will:

- Provide written notice of the complaint to those alleged and inform the complainant that such notice was made
- Investigate the allegations and provide the complainant and those alleged with findings and either a proposed corrective action or an explanation of why corrective action is not warranted
- Keep records of all complaints, investigations, notices, and corrective actions [Notice PIH 2014-20]

2.4 AFFIRMATIVE MARKETING

It is the responsibility of NHA and its contract management agents to conduct all marketing activities in an open and clear manner. Marketing and informational materials will comply with Fair Housing Act requirements.



2.5 ANNUAL AFFIRMATIVE MARKETING

In order to identify and then market effectively to those eligible families least likely to apply, NHA, or its contractor, shall perform affirmative marketing analyses which may include:

1. Demographic breakdowns of properties and Waiting Lists
2. Determination of the number and percentage of income eligible families by income tiers
3. Determine under-served populations within the City
4. Determine the number, size and type of units likely to become vacant over the next 24 months and determine if Waiting Lists should be closed and/or re-opened
5. Design marketing strategies to reach those under-served families

2.6 LIMITED ENGLISH PROFICIENCY

NHA will consider the following four factors to ensure meaningful access to its programs for situations in which the size of the language group meets the minimum Federal Register chart:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee;
2. The frequency with which LEP persons come in contact with the program;
3. The nature and importance of the program, activity, or service provided by the program to people's lives; and
4. The resources available and related costs.

2.7 VIOLENCE AGAINST WOMEN ACT (VAWA)

The purpose of this policy is to implement applicable provisions of the Violence Against Women Act of 2005 and the Violence Against Women Reauthorization Act of 2013, and to set forth NHA's policies regarding domestic violence, dating violence, sexual assault and stalking. Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, sexual assault or stalking as well as female victims of such violence.

NHA has revised its policy in accordance with the recently reauthorized Violence Against Women Act ("VAWA") in order to provide safety and structure to victims of domestic violence, dating violence, sexual assault, and stalking. VAWA protects the following:

- Public Housing Residents – any individual living in a federally-subsidized dwelling established to provide decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities;
- Immigrants;
- Lesbian, Gay, Bisexual, or Transgendered (LGBT) Individuals;
- College Students – an individual enrolled either part- or full-time at college or university; and



- Youth – a person who is 11 to 24 years old.

2.7.1 Definitions as Used in the Violence Against Women Act

The definitions applicable to the Violence Against Women Act (VAWA) are the following:

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

Sexual Assault: Any non-consensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Stalking: Engaging in a course of conduct directed at a specific person causing a reasonable person to fear for his or her safety or the safety of others or suffer substantial emotional distress.

2.7.2 VAWA Self-Petitioners

NHA will review non-citizen applicant or resident requests for admission or continued occupancy as a result of being a self-petitioner under the Violence against Women Reauthorization Act of 2013. A VAWA Self-Petitioner is a non-citizen applicant or tenant who claims to be a victim of "battery or extreme cruelty", which includes domestic violence, dating violence, sexual assault and stalking perpetrated by their spouse or parent, who is a citizen or lawful permanent resident. A VAWA Self-Petitioner may indicate that they have satisfactory immigration status, though NHA has not yet verified that satisfactory immigration status. Satisfactory immigration status means an immigration status which does not make the individual ineligible for financial assistance. A VAWA Self-Petitioner may submit an I-360 VAWA Self Petition, an I-130 Family-Based VISA Petition or a USCIS Form 1-797 to demonstrate a claim of satisfactory immigration status. When an I-360 VAWA Self Petition, an I-130 Family-Based VISA Petition or a USCIS Form 1-797 is submitted, NHA may not request any additional information from the VAWA Self-Petitioner other than what is required to complete the verification. When a VAWA self-petitioner uses the Family Based VISA petition to satisfy immigration status, upon verification of the Family Based VISA petition, NHA will require the petitioner to submit evidence of battery or extreme cruelty.

Housing assistance and all other VAWA protections will be granted to the VAWA Self-Petitioner applicant or tenant throughout the verification process until a final determination of lawful permanent residency can be made.

2.7.3 Prohibition Against Denial of Assistance to Victims of Domestic Violence, Dating Violence, Sexual Assault and Stalking

Applicants who otherwise qualify for assistance or admission will not be denied admission on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. VAWA does not limit NHA's authority to deny assistance to an individual or family that is not otherwise qualified or eligible for assistance.

2.7.4 Prohibition Against Termination of Assistance Related to Victims of Domestic Violence, Dating Violence, Sexual Assault and Stalking

Criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking, engaged in by a member of a tenant's family or any guest or other person under the tenant's control will not be the basis for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's household is the victim or threatened victim of that domestic violence, dating violence, sexual assault or stalking.

Incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed either as serious or repeated violations of the Lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence.

Notwithstanding the foregoing, NHA may exercise its authority to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against household members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.

NHA may exercise its discretion to bifurcate a Lease in order to evict, remove or terminate assistance to tenants or lawful occupants who perpetrate such violence against victims or affiliated individuals.

Further, NHA retains its authority to terminate the tenancy of any tenant if NHA concludes that there is an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted or terminated from assistance. VAWA does not limit NHA's authority to deny or terminate assistance to an individual or family that is not otherwise qualified or eligible for assistance.

NHA may terminate assistance or evict a tenant for any violation of the Lease **not** premised on the kinds of violence described above, as long as NHA refrains from subjecting a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than applied to other tenants facing Lease termination. VAWA does not limit NHA's authority to deny or terminate assistance to an individual or family that is not otherwise qualified or eligible for assistance.

Notwithstanding the protections provided to tenants under VAWA, NHA will:

- Comply with court orders that address the rights of access to or control of property, including civil protection orders issued to protect victims of domestic violence, dating violence, sexual assault, and stalking; and
- Comply with court orders that address the distribution or possession of property among members of a household.

In the event NHA evicts, removes or terminates assistance to an individual by bifurcating the Lease NHA will refrain from penalizing the victim of such criminal activity who is a tenant or lawful occupant. NHA will also provide any remaining family members with at least 30 calendar days from the date of bifurcation of the lease or until expiration of the lease to establish eligibility for continued occupancy if the individual evicted as a result of the bifurcation of the Lease was the sole tenant eligible for housing assistance. If a tenant is unable to establish eligibility, NHA will provide tenant a reasonable time, not to exceed 60 days, to find new housing.

This policy permits NHA to provide emergency transfers to victims of domestic violence, dating violence, sexual assault and stalking if the tenant expressly requests the transfer and the tenant reasonably believes that he/she is threatened with imminent harm from further violence if the tenant remains in the unit. In the case of a tenant who is the victim of sexual assault, an emergency transfer may be provided if the individual reasonably believes there is a threat of imminent harm from further violence if they remain in their unit OR if the sexual assault occurred on the premises during the 90 day period preceding the request for a transfer. Tenants receiving a VAWA-based Emergency Public Safety transfer may be referred to a domestic violence victim services organization if a safe unit is not immediately available.

NHA will maintain the confidentiality of the tenant's new location in the event the tenant receives an emergency transfer related to VAWA protections.

2.7.5 NHA Confidentiality Requirements – VAWA

NHA will keep confidential any information that the tenant submits in connection with VAWA protections, including keeping confidential the location of a new dwelling unit, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault or stalking against the tenant. NHA will not disclose or release or enter into any shared database any personally identifying information or individual information collected in connection with VAWA protections requested or denied except to the extent that the disclosure is:

- Requested or consented to by the individual in a time-limited release ;
- Required for use in an eviction proceeding or hearing; or
- Otherwise required by applicable law.

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, NHA will make reasonable attempts to provide notice to victims affected by the disclosure of information and will take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

At the time the applicant is denied, NHA may share the following:

- Non-personally identifying data in the aggregate regarding services to their tenants and non-personally identifying demographic information in order to comply with Federal or State reporting, evaluation, or data collection requirements;
- Court-generated information and law enforcement-generated information containing insecure, governmental registries for protection order enforcement purposes; and
- Law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

2.7.6 Notification to Applicants & Tenants Regarding Protections Under VAWA

NHA will provide notice to applicants and tenants in assisted housing of protections provided under VAWA, in multiple languages when necessary, at the following junctures:

- At the time the applicant is denied tenancy in a public housing unit;
- At the time the individual is admitted to a unit in an assisted housing program;
- With any notification of eviction or notification of termination of assistance.



NHA acknowledges that a victim of domestic violence, dating violence, stalking, or sexual assault may have an unfavorable history (i.e., a poor credit history, non-payment of rent as a Public Housing tenant, a record of previous damage to an apartment/Public Housing unit, a prior/current conviction) that would warrant denial or termination under NHA's policies. Therefore, if NHA makes a determination to deny admission to an applicant or to terminate assistance to a resident, NHA will include in its notice of denial/termination:

- A statement of protections provided by VAWA;
- A description of NHA confidentiality requirements; and
- A request that an applicant/head of household wishing to claim this protection submit to NHA documentation meeting the specifications outlined in this ACOP or a request for an informal hearing or grievance hearing, whichever is applicable.

2.7.7 Victim Documentation

NHA will require that an applicant claiming that the cause of an unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, sexual assault, or stalking provide documentation of such claim, including:

- Demonstrating the connection between the abuse and the unfavorable history; and
- Naming the perpetrator of the abuse if it is safe to provide the name and if it is known to the victim.

When a family is facing assistance termination because of the actions of a tenant, household member, guest, or other person under the tenant's control and a client or affiliated individual of the tenant's household claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, sexual assault or stalking, NHA will require the individual to submit documentation affirming that claim.

Tenants may provide **one** of the following to demonstrate that they should receive protections under VAWA:

- A certification form approved by NHA that states that the applicant or tenant is a victim of domestic violence, dating violence, stalking, or sexual assault, that the incident of domestic violence, dating violence, stalking, or sexual assault is grounds for VAWA protections and that includes the name of the individual who committed the domestic violence, dating violence, sexual assault or stalking, if the name is known and safe to provide; or,
- A completed HUD VAWA Certification Form 5382 that describes how the Lease or assistance termination relates to the acts of violence defined in this chapter; or,
- A Federal, State, tribal, territorial, local police record, court record or administrative agency record; or,
- Documentation signed by the applicant or tenant AND an employee or representative of a victim services provider, or social services provider, or an attorney, school personnel, or medical professional, from whom the victim has sought assistance as a result of the abuse, in which the professional attests under penalty of perjury that the applicant or tenant believes that the incident/abuse is grounds for protection under VAWA.

Individuals or families claiming that they are a victim of domestic violence, dating violence or stalking may obtain a HUD VAWA Certification Form from designated NHA locations.

2.7.8 Time Frame for Submitting Documentation

If an applicant for, or tenant of, NHA housing represents to NHA that they are entitled to protections under VAWA, NHA may request, either verbally or in writing, that the applicant submit a form of documentation as described above. The tenant must submit the required certification and supporting documentation to NHA within fourteen (14) business days after NHA has requested the documentation from the applicant/tenant. The 14-day deadline may be extended at NHA's discretion. If the individual does not provide the required certification and supporting documentation within fourteen (14) business days of NHA's request, or within the approved extension period, NHA may proceed with denial or termination of assistance.

If NHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant's tenancy is not terminated, NHA will bypass the standard process and proceed with the immediate termination of the family's assistance.

2.7.9 Perpetrator Documentation

If the perpetrator of the abuse is a member of the applicant/resident household, the applicant/head of household must provide additional documentation consisting of a signed statement requesting that the perpetrator be removed from the application or family.

Perpetrator documentation must be submitted to NHA within the same timeframe as victim documentation.

2.7.10 Terminating Tenancy of a Domestic Violence Offender

This section does not provide protection for perpetrators of domestic violence, dating violence, sexual assault or stalking. NHA may terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against household members or others without terminating assistance to, or otherwise penalizing, the victim of such violence who is also a tenant or lawful occupant. This authority supersedes any local, State, or other Federal law to the contrary. However, if NHA chooses to exercise this authority, NHA will follow any procedures prescribed by HUD or by applicable local, State, or Federal law regarding termination of assistance.

When the actions of a tenant or other household member result in a decision to terminate the family's assistance and another household member claims that the actions involve criminal acts of physical violence against household members or others, NHA will request that the victim submit the required certification and supporting documentation in accordance with the stated timeframe. If the certification and supporting documentation are submitted within the required timeframe, or any approved extension period, NHA will terminate the offender's assistance. If the victim does not provide the certification and supporting documentation, as required, NHA will deny relief for protection under VAWA and proceed with termination of the family's assistance.

If NHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant's tenancy is not terminated, NHA will bypass the standard process and proceed with the immediate termination of the family's assistance.

2.7.11 Response to Conflicting Certification



In cases where NHA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, NHA may determine which is the true victim by requiring third-party documentation from each member. Third-party documentation to substantiate the occurrence of a VAWA- related offense must be submitted within 30 calendar days. NHA shall honor any court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim or to address the distribution or possession of property among the household.

2.7.12 Transfers Under VAWA

NHA may allow a household to move, if the household has complied with all other obligations of the program, in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, stalking or sexual assault and who reasonably believes that he or she is imminently threatened by harm from further violence if he or she remains in the unit See NHA's **Transfer Policy** as well as NHA's Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

2.7.13 Remedies Available to VAWA Victims

Notwithstanding any Federal, State, or local law to the contrary, NHA may bifurcate (divide in two) a Lease, or remove a household member from a lease without regard to whether the household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any tenant or lawful occupant who engages in criminal acts of physical violence against household members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, or local law for termination of assistance or leases under the Public Housing Programs. Tenants who remain in the household after a lease bifurcation, who have not already established eligibility for housing assistance will be given at least 30 calendar days from the date of the bifurcation of the lease or until the expiration of the lease in order to establish eligibility for housing assistance or to find alternative housing.

2.7.14 VAWA Record Retention

NHA will retain a record of all VAWA emergency transfer requests and outcomes for a period not less than three years. NHA will follow HUD reporting requirements regarding VAWA emergency transfer requests and outcomes.

2.8 ESTABLISHING PUBLIC HOUSING MAXIMUM RENTS

NHA is prohibited from making financial assistance available to persons who are not citizens or nationals of the United States, and to those who do not have eligible immigration status. Therefore, in order to assist mixed families, NHA will prorate assistance as described in the section on [Flat Rents and Mixed Families](#).

CHAPTER 3: REASONABLE ACCOMMODATION POLICY

3.1 OVERVIEW

The Newark Housing Authority (“NHA”) is required to make reasonable adjustments to its rules, policies and procedures in order to enable an applicant or resident with a disability to have an equal opportunity to use and enjoy the housing unit, common areas of a dwelling or participate in or access programs and activities conducted or sponsored by NHA or a recipient. These types of adjustments are also known as a Reasonable Accommodation.

NHA is committed to making these reasonable accommodations unless doing so would result in a fundamental alteration in the nature of the program; or cause an undue financial and administrative burden¹. In such case, NHA will recommend a reasonable accommodation that would achieve to the maximum extent possible the same benefits without causing a financial and administrative burden.

3.2 LEGAL AUTHORITY

NHA is subject to Federal civil rights laws and regulations. This Reasonable Accommodation Policy is based on the following statutes or regulations and the respective implementing regulations for each Act:

- Section 504 of the Rehabilitation Act of 1973 (Section 504) See 29 U.S.C. §794; 24 C.F.R. Part 8;
- Title II of the Americans with Disabilities Act of 1990 (ADA) See 42 U.S.C. §§ 12101 et seq.;
- The Fair Housing Act of 1968, as amended (Fair Housing Act) See 42 U.S.C. §§ 3601-20; 24 C.F.R. Part 100; and
- The Architectural Barriers Act of 1968, See 42 U.S.C. §§ 4151-4157.

3.3 CRITERIA

The Reasonable Accommodation Policy applies to the following qualified individuals with disabilities in NHA's Public Housing program:

1. Applicants of the Public Housing Program;
2. Residents of Public Housing developments; and
3. Participants in all other programs or activities receiving Federal financial assistance that are conducted or sponsored by NHA, its agents or contractors including all non-housing facilities and common areas owned or operated by NHA.

3.4 INDIVIDUAL WITH HANDICAPS

Individual with Handicaps, Section 504 definition 24 CFR § 8.3

¹ 24 C. F. R. § 8.24 (a) (2) (b)



Individual with handicaps means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.

For purposes of employment, this term does not include: Any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from performing the duties of the job in question, or whose employment, by reason of current alcohol or drug abuse, would constitute a direct threat to property or the safety of others; or any individual who has a currently contagious disease or infection and who, by reason of such disease or infection, would constitute a direct threat to the health or safety of other individuals or who, by reason of the currently contagious disease or infection, is unable to perform the duties of the job.

For purposes of other programs and activities, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

(a) Physical or mental impairment includes:

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

(2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

(b) Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

(c) as a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

(d) Is regarded as having an impairment means:

(1) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;

(2) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or

(3) Has none of the impairments defined in paragraph (a) of this section but is treated by a recipient as having such an impairment.

An impairment is a "disability" under the ADA only if it substantially limits one or more major life activities. An individual must be unable to perform, or be significantly limited in the ability to perform, an activity compared to an average person in the general population.

The regulations provide three factors to consider in determining whether a person's impairment substantially limits a major life activity:



1. Its nature and severity;
2. How long it will last or is expected to last;
3. If it is permanent or long term impact, or expected impact.

To be considered an individual with a handicap covered by the ADA, an impairment must substantially limit one or more major life activities. These are activities that an average person can perform with little or no difficulty. Examples include walking, seeing, hearing, speaking, breathing, learning, performing manual tasks, caring for oneself, and working. These are examples only. Other activities such as sitting, standing, lifting, or reading are also major life activities.

The definition of a person with disabilities does not include:

- Current illegal drug users
- People whose alcohol use interferes with the rights of others
- Persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the public housing program

The above definition of disability determines whether an applicant or participant is entitled to any of the protections of federal disability civil rights laws. Thus, a person who does not meet this definition of disability is not entitled to a reasonable accommodation under federal civil rights and fair housing laws and regulations.

The definition of a person with a disability for purposes of granting a reasonable accommodation request is much broader than the HUD definition of disability. Many people will not qualify as a disabled person under the public housing program, yet an accommodation is needed to provide equal opportunity.

3.5 INDIVIDUAL WITH DISABILITIES

The HUD definition of a person with a disability is much narrower than the civil rights definition of disability. The HUD definition of a person with a disability is used for purposes of receiving the disabled family preference, the \$400 elderly/disabled household deduction, the allowance for medical expenses, or the allowance for disability assistance expenses.

An individual with disabilities (42 USC 1437a(b)(3)) means a person who:

- Has a disability as defined in Section 223 of the Social Security Act 42 USC 423 ; or,
- Has a physical or mental impairment that:
 - Is expected to be of long continued and indefinite duration;
 - Substantially impedes his/her ability to live independently; and,
 - Is of such nature that such disability could be improved by more suitable housing conditions; or,
- Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act 42 USC 6001 (5).

3.6 EFFECTIVE COMMUNICATION

NHA will provide accessible materials for persons with sight and hearing impairments and otherwise provide effective communication, upon request.

NHA will provide appropriate auxiliary aids and services, where necessary to afford an individual with disabilities an equal opportunity to participate in NHA's programs, services and activities. NHA is not



required to provide individually prescribed devices, readers for personal use or study, or other devices of a personal nature².

NHA will ask whether an applicant, resident, or member of the public requires an alternate form of communication. Examples of alternative forms of communication might include, but are not limited to:

1. Provision of a qualified sign language interpreter;
2. Having written materials explained orally by staff either in person or by telephone;
3. Assist a person with a disability complete applications or forms;
4. Provision of written materials in large/bold font; and
5. Providing information on audiocassette

3.7 REASONABLE ACCOMMODATION

NHA will ask all applicants and resident families if they require a reasonable accommodation at application and at recertification. In addition, a resident may request a reasonable accommodation throughout their residency at NHA.

Individuals may submit their Reasonable Accommodation request in writing or make the request orally or by any other effective means of communication. Reasonable Accommodation requests received verbally will be recorded in a written format.

NHA may request documentation to verify the need for the requested accommodation. NHA will not require applicants or residents to provide access to confidential medical records in order to verify a disability. NHA will not request information that specifies the nature or extent of the individual(s) disability(s).

There are no limitations on how many times a person with a disability may request a reasonable accommodation. A person with a disability may need to make additional requests as their needs change.

A Reasonable Accommodation will allow an applicant or resident with a disability to meet essential requirements of tenancy; it does not require NHA to reduce or waive essential eligibility or residency requirements.

NHA is not required to allow an individual to participate in its housing program when an individual poses a direct threat to the health or safety of others³.

Examples of Reasonable Accommodations may include, but are not limited to:

1. Making an apartment, part of an apartment or public and common use features accessible for the head of household or a household member with a disability who is on the lease;
2. Permitting a family to have a service or assistance animal necessary to assist a family member with a disability;
3. Allowing a live-in aid to reside in an appropriately sized NHA apartment;

² 24 C. F. R. § 8.6

³ 24 C. F. R. § 9.131 (a) (b) (c)

4. Transferring a resident to a larger size apartment to provide a separate bedroom for a person with a disability;
5. Transferring a resident to an apartment on a lower level or an apartment that is completely on one level;
6. Making documents available in large type, computer disc or Braille;
7. Providing qualified sign language interpreters for applicant or resident meetings with NHA staff; or at resident meetings;
8. Installing strobe type flashing lights and other such equipment for a family member with a hearing impairment;
9. Permitting an outside agency or family member to assist a resident or an applicant in meeting screening criteria or meeting essential lease obligations;

3.8 VERIFICATION OF REASONABLE ACCOMMODATION REQUEST

NHA may request documentation of the need for a Reasonable Accommodation. NHA may verify a person's disability only to the extent necessary to ensure that individuals who have requested a Reasonable Accommodation have a verified need for the requested accommodation. There must be an identifiable connection, or nexus, between the requested accommodation and the individual's disability.

However, NHA will not require individuals to disclose confidential medical records in order to verify a disability. In addition, NHA will not require specific details regarding the individual's disability. NHA will only request documentation to confirm the disability-related need(s) for the requested Reasonable Accommodation(s). NHA will not require the individual to disclose the nature or extent of the individual's disability(ies).

If a person's disability is obvious or otherwise known to the PHA, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

The following individuals/entities may provide verification of a resident's disability and the need for the requested accommodation(s):

1. Physician;
2. Licensed health professional;
3. Professional representing a social service agency; or
4. Disability agency or clinic.

3.9 PROCESSING REASONABLE ACCOMMODATION REQUESTS

NHA will provide the "Reasonable Accommodation Package to applicants, residents or individuals with disabilities who request a Reasonable Accommodation. The Reasonable Accommodation Package includes the Request for Reasonable Accommodation Form, examples of Reasonable Accommodations, and general practices for providing Reasonable Accommodations.

Individuals may submit their Reasonable Accommodation request(s) in writing, orally, or by any other equally effective means of communication. However, NHA will ensure that all Reasonable



Accommodation requests are transferred to written format. If needed as a Reasonable Accommodation, NHA will assist the individual in completing the Request Form.

3.10 DENIAL OF REASONABLE ACCOMMODATION REQUESTS

Requested accommodations will not be approved if one of the following would occur as a result:

1. A violation of State and/or federal law;
2. A fundamental alteration in the nature of NHA Public Housing program;
3. An undue financial and administrative burden on NHA;
4. A structurally infeasible alteration; or
5. An alteration requiring the removal or alteration of a load-bearing structural member.

3.11 CCUPANCY OF ACCESSIBLE UNITS

NHA shall take reasonable non-discriminatory steps to maximize the utilization of accessible units by qualified individuals whose disability requires an accessible apartment or an apartment with accessible features.

NHA will pay reasonable moving expenses to transfer a resident with a disability to an accessible unit as an accommodation for the resident's disability.

When an accessible apartment becomes available NHA shall:

1. Offer the apartment to a qualified resident with a disability that is currently residing in an inaccessible apartment; resides at the development where the vacancy is located and requires the features of the vacant accessible apartment.
2. If there is no current resident in the same development who requires the accessible apartment or accessibility features of the vacant apartment, accessible apartment, NHA will offer the apartment to a current qualified resident with disabilities residing in another development that requires the accessibility features of the vacant, accessible apartment;
3. If there is no current qualified resident who requires the accessibility features of the vacant, accessible apartment, NHA will offer the vacant, accessible apartment to an eligible, qualified applicant with disabilities on NHA Waiting List who can benefit from the accessible features of the available, accessible apartment; and
4. If there is not a qualified resident or applicant with disabilities on the Waiting List who has made a request to reside in the available, accessible apartment, then NHA may, subject to the established new admission/transfer ratios, offer the apartment to an applicant on the Waiting List who does not need the accessible features of the apartment. However, NHA will require the applicant to execute a lease or lease rider that requires the resident to relocate, at NHA's expense, to a non-accessible apartment within thirty (30) days of notice by NHA that there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the apartment.

3.12 TRANSFER AS REASONABLE ACCOMMODATION



A current resident will receive one offer of an accessible apartment before the resident is removed from the transfer waiting list. If residents or applicants have verified good cause refusals, then more than one offer of an accessible apartment may be made.

NHA shall not require a resident with a disability to accept a transfer in lieu of providing a Reasonable Accommodation. However, if a Public Housing resident with a disability requests dwelling apartment modifications that involve structural changes, including, but not limited to widening entrances, rooms, or hallways, and there is a vacant, comparable, appropriately sized UFAS-compliant apartment in that resident's development or an adjacent development, NHA may offer to transfer the resident to the vacant apartment in resident's development or adjacent development in lieu of providing structural modifications. However, if that resident rejects the proffered transfer or voucher, NHA shall make modifications to the resident's apartment unless doing so would be structurally impracticable or would result in an undue financial and administrative burden.

If the resident accepts the transfer, NHA shall pay the reasonable moving expenses to transfer a resident with a disability to an accessible apartment as an accommodation for the resident's disability.

3.13 HOUSING CHOICE VOUCHER AS REASONABLE ACCOMMODATION

1. When issuing a voucher as an accommodation, NHA shall include a list of current available accessible units known to NHA, upon request. NHA will also provide search assistance. NHA may also partner with a qualified, local disability organization to assist the resident or applicant with the search for available, accessible housing. See 24 C.F.R. § 8.28.
2. Extensions beyond the maximum term of one hundred eighty (180) days are available as a Reasonable Accommodation to eligible individuals with disabilities. These extensions are subject to documentation that a diligent effort to locate an apartment has been conducted considering any impediments to searching because of a family member's disability.
3. NHA may, if necessary as a Reasonable Accommodation for an individual with a disability, approve a family's request for an exception payment standard amount under the Housing Choice Voucher Program so that the program is readily accessible to and usable by individuals with disabilities. See 24 C.F.R. § 8.28 and 982.504(b)(2).
4. Upon request by an applicant, participant, or their representative, NHA will ask the HUD Field Office for an exception payment standard up to 120% of the Fair Market Rent (FMR). However, the applicant, participant or the representative, must provide documentation of the need for the exception payment standard to NHA.
5. In exceptional cases, NHA may ask the Assistant Secretary for Public and Indian Housing of HUD for an exception payment standard amount over 120% of the FMR, provided the applicant, participant or the representative provides the appropriate supporting documentation.

3.14 SERVICE OR ASSISTANCE ANIMALS

Residents of NHA with disabilities are permitted to have assistance animals, if such animals are necessary as a Reasonable Accommodation for their disabilities. NHA residents or potential residents who need an assistance animal as a Reasonable Accommodation must request the accommodation in accordance with the Reasonable Accommodation policy. Assistance and service animals are not subject to the requirements of NHA's Pet Policy. See ACOP Chapter on Pets for detailed policies related to assistance animals.



3.15 RIGHT TO APPEAL/GRIEVANCE PROCESS

The Public Housing program, Housing Choice Voucher Program and Moderate Rehabilitation Program applicants or residents may file a complaint in accordance with NHA's Grievance Procedure following a formal determination by NHA's ADA/504 Coordinator.

3.16 TERMINATION AND REASONABLE ACCOMMODATION

A head of household or co-head may request a reasonable accommodation at any time during tenancy, up until eviction or forcible removal.

If the family includes a person with disabilities, NHA's decision to terminate the family's lease is subject to consideration of Reasonable Accommodation in accordance with 24 CFR Part 8.

If a family indicates that the behavior of a family member with a disability is the reason for a proposed termination of lease, NHA will determine whether the behavior is related to the disability. If so, upon the family's request, NHA will determine whether alternative measures are appropriate as a Reasonable Accommodation. NHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed lease termination.

3.17 CONFIDENTIALITY OF MEDICAL INFORMATION

NHA will destroy or return any medical documentation that states the nature or extent of a person's disability. All other pertinent information will remain in the applicant/resident file.



CHAPTER 4: ELIGIBILITY & SUITABILITY

4.1 OVERVIEW

NHA is responsible for ensuring that every individual and family admitted to the Public Housing program meets all program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by NHA to confirm eligibility and determine the level of the family's assistance.

To be eligible for NHA Public Housing program, the applicant family must:

1. Qualify as a family as defined by HUD;
2. Have income at or below HUD-specified income limits at the time of admission;
3. Qualify on the basis of citizenship or the eligible immigrant status of family members;
4. Provide social security number information for household members as required;
5. Consent to NHA's collection and use of family information as provided for in NHA-provided consent forms; and
6. Meet the Applicant Selection and Suitability Criteria, including a NHA approved pre-occupancy orientation session, once established.

4.2 BASIC ELIGIBILITY CRITERIA

4.3 FAMILY

A person or group of persons, as determined by NHA consistent with 24 CFR 5.403, approved to reside in a unit with assistance under the program. A household may be considered a family irrespective of actual or perceived gender identity, sexual orientation or marital status.

Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
- A group of persons residing together, and such group includes, but is not limited to:
 - A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - An elderly family;
 - A near-elderly family;
 - A disabled family;
 - A displaced family; and
 - The remaining member of a tenant family.

Each family must identify the individuals to be included in the household at the time of application, and must notify NHA if the family's composition changes.



A family also includes two or more individuals who are not related by blood, marriage, adoption, or other operation of law. NHA recognizes that a variety of relationships exist, which are not necessarily relationships of ancestry or marriage. Each family must identify the individuals to be included in the family composition and must update this information if the family's composition changes. The term family prohibits the exclusion of otherwise qualified persons who may identify as Lesbian, Gay, Bi- or Transsexual (LGBT) individuals who have an LGBT relations or who may be perceived as such.

For the definition of family composition, see the definition of Family (CFR 5.403).

4.4 SPLIT FAMILIES – WHILE ON THE WAITING LIST

When a family on the Waiting List breaks up into two otherwise eligible families, only one of the new families will retain the original application date. Other former family members may make a new application with a new application date if the Waiting List is open.

If a court determines the disposition of property between members of the applicant or resident family in a divorce or separation decree, NHA will abide by the court's determination.

In the absence of a judicial decision or an agreement among the original family members, NHA will determine which family retains their placement on the Waiting List taking into consideration the following factors: (1) the interest of any minor children, including custody arrangements, (2) the interest of any ill, elderly, or disabled family members, (3) any possible risks to family members as a result of domestic violence or criminal activity, and (4) the recommendations of social service professionals.

If the head of household dies, only another adult on the existing application may take over as head of household. If there are no other adults on the application, NHA, may on a case by case basis, allow another adult to become the head of household if there are minor children and if the other adult can prove legal custody of the minor children.

4.5 HEAD OF HOUSEHOLD

Head of household means the adult member of the family who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a co-head or spouse. **[24 CFR 5.504(b)]** The family may designate any qualified adult family member as the head of household. The head of household must have the legal capacity or guardianship to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

4.6 SPOUSE, CO-HEAD AND OTHER ADULT

- A family may have a spouse or co-head, but not both [HUD-50058 IB, p. 13].
- Spouse means the marriage partner of the head of household.
- A marriage partner includes the partner in a "common law" marriage as defined in state law. The term "spouse" does not apply to friends, roommates, or significant others who are not marriage partners
- A co-head is an individual in the household who is equally responsible for the lease with the head of household, either a spouse, person in an interdependent relationship, or a co-head, but not both. A co-head never qualifies as a dependent. However, a co-head may be under 18 years old if declared an "emancipated minor", as many states will allow an emancipated minor to sign a lease.
- Minors who are emancipated under state law may be designated as a head, co-head or spouse.

- Other adult means a family member, other than the head, spouse, or co-head, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults [HUD-50058 IB, p. 14].

4.7 INTERDEPENDENT RELATIONSHIP

To claim an interdependent relationship, individuals must demonstrate and certify that each individual's income and other resources will be available to meet the needs of the family and that the family otherwise comprises a "housekeeping unit," meaning the individuals share expenses, household chores, household shopping responsibilities, and other common household activities." An interdependent relationship may exist regardless of the actual or perceived gender identity, sexual orientation or marital status.

4.8 LIVE-IN AIDES

A family that consists of one or more elderly, near-elderly or disabled persons may request that NHA approve a live-in aide to reside in the apartment and provide necessary supportive services for a family member who is a person with disabilities. NHA must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR part 8 to make the program accessible to and usable by the family member with a disability.

A family who is qualified to have a live-in aide, must make a written request for a live-in aide. Written verification will be required from a reliable, knowledgeable professional of the family's choosing, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the family member.

In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is:

1. Not obligated for the financial support of the person(s) needing the care, and
2. Would not be living in the apartment except to provide the necessary supportive services.

NHA will not approve a particular person as a live-in aide until required screening is completed, and may withdraw such approval if **[24 CFR 966.4(d)(3)(i)]**

Because a live-in aide is an individual who resides in a unit in order to assist a person who is elderly or disabled, and is not considered to be a household member, it is NHA's policy that generally no more than one individual should serve as the live-in aide and reside as an additional non-household member. Requests to allow a family member of a live-in aide to also reside in the unit as an additional non-household member will only be considered on a case-by-case basis as part of the overall reasonable accommodation granted to the resident which allows the live-in aide. Because additional non-household members do not pay rent, such determination will include a consideration as to whether the additional non-household member(s) are necessary for the reasonable accommodation of the resident and whether the additional non-household member(s) would result in a fundamental alteration in the nature of the program or activity or undue financial or administrative burden.

4.9 INCOME LIMITS

Persons meeting NHA income qualifications are those whose Annual Income at the time of admission, does not exceed the "Lower Income" limits for Newark. The lower income limit is set at 80% of the area median income, adjusted for smaller and larger families and is established by the U.S. Department of Housing and Urban Development (HUD). To be eligible a family must be a low income family.

- *Low-income family.* A family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size.
- *Very low-income family.* A family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size.
- *Extremely low-income family.* A family whose annual income does not exceed the higher of the Federal Poverty level and 30 percent of the median income for the area, adjusted for family size.

4.10 CITIZENSHIP OR IMMIGRATION STATUS

At least one family member must be a citizen, national, or non-citizen with eligible immigration status in order for the family to qualify for any level of assistance.

Each family member must declare whether the individual is a citizen, a national, an eligible non-citizen or an ineligible non-citizen. **[24 CFR 5.508]**

1. U.S. Citizens and Nationals: Family members who declare citizenship or national status will not be required to provide additional documentation unless NHA receives information indicating that an individual's declaration may not be accurate.
2. Eligible Non-citizens: In addition to providing a signed declaration, those persons declaring eligible non-citizen status must sign a verification consent form and cooperate with NHA efforts to verify their immigration status.
3. Ineligible Non-Citizens: Those non-citizens who do not wish to contend their immigration status are required to have their names listed on a non-contending family members listing, signed by the head, spouse or co-head regardless of citizenship status), indicating their ineligible immigration status.

Providing housing assistance to non-citizen students is prohibited **[24 CFR 5.522]**. This prohibition extends to the non-citizen spouse of a non-citizen student as well as to minor children who accompany or follow to join the non-citizen student. Such prohibition does not extend to the citizen spouse of a non-citizen student or to the children of the citizen spouse and non-citizen student. Such a family is eligible for prorated assistance as a mixed family.

4.11 MIXED FAMILIES

Families that include eligible and ineligible individuals are considered mixed families. The housing assistance for these families will be prorated.

4.12 ELIGIBLE FAMILIES

NHA will not provide assistance to a family before the verification of at least one family member as a citizen, national, or eligible non-citizen. **[24 CFR 5.512(a)]**

When NHA determines that an applicant family does not include any citizens, nationals, or eligible non-citizens, following the verification process, the family will be sent a written notice of the determination.

The notice will explain the reasons for the denial of assistance and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS), or to request an

informal hearing with NHA. The informal hearing with NHA may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process. The notice must also inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the informal hearing process.

Informal hearing policies are set forth in the ACOP.

4.13 TIME FRAME FOR DETERMINATION OF CITIZENSHIP STATUS

NHA will verify the status of applicants at the time other eligibility factors are determined.

For new occupants joining the resident family NHA must verify status at the first interim or regular recertification following the person's occupancy, whichever comes first.

If an individual qualifies for a time extension for the submission of required documents, NHA must grant such an extension for no more than 30 days. **[24 CFR 5.508(h)]**

Each family member is required to submit evidence of eligible status only one time during continuous occupancy.

4.14 SOCIAL SECURITY NUMBERS

The applicant and all members of the applicant's household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN.

If a child under age 6 has been added to an applicant family within the 6 months prior to program admission, an otherwise eligible family may be admitted to the program and must disclose and document the child's SSN within 90 days of admission.

All applicants and participants are required to disclose their assigned Social Security Numbers, except for:

- Individuals who do not contend eligible immigration status will NOT have a SSN to disclose. If otherwise eligible to participate in the program, the family should be admitted into the program or continue receiving assistance
- Residents 62 years of age and older as of 1/31/10;
- Individuals who have previously disclosed a valid SSN.
- Effective 01/31/2010, children under the age of 6, who contend eligible immigration status, are required to disclose their SSN.

Applicants and participants will need to submit one of the following documents to confirm their assigned SSN:

- An original SSN card issued by SSA;
- An original SSA-issued document, which contains the name and SSN of the individual; or

- An original document from a federal, state, or local government agency which contains the individual's name and SSN, along with other identifying information of the individual (i.e. address, date of birth, etc.)

When and if an applicant or participant changes their name, i.e. through marriage, NHA will require that the applicant/participant update their information with the Social Security Administration and provide verification of their SSN with their current name.

4.14.1 Time Frame to Submit Documents

- Applicants must submit required SS number documentation prior to admission. When an applicant reaches the top of the waiting list, the applicant will have 90 days to submit SS number documentation. If documentation is not provided within the required time frame the applicant will be removed from the waiting list.
- Participants who contend eligible immigration status and who have not previously disclosed a valid SSN must do so at their next annual or interim recert and within 90 days of NHA request.
- NHAs may grant an additional 90-day period, if there are unforeseen circumstances beyond the family's control that prevent the family from complying with the SSN requirements
- If an applicant family includes a child under 6 years of age who joined the household within the 6 months prior to the date of program admission, an otherwise eligible family may be admitted and must provide documentation of the child's SSN within 90 days. A 90-day extension will be granted if NHA determines that the resident's failure to comply was due to unforeseen circumstances and was outside of the resident's control.

4.14.2 Penalties for Failure to Disclose SS Number

Applicants: Denial of assistance

- Denial
- After 90-day period (or 2nd 90-day extension period), NHA may remove family from the waiting list

Participants: Termination of assistance

- Termination of assistance and tenancy

4.15 PHOTO ID

To ensure that NHA has the ability to identify all residents who are 18 years old or older, all families with persons 18 years old or older (not just the head of household) will be required to provide valid, State, local or government issued photo identification at admission and upon addition to a household.

4.16 EIV SCREENING

NHA will conduct EIV screening for new applicants. An EIV Existing Tenant Search will be conducted on minor and adult members of an applicant household.

NHA will discuss with the applicant if the report identifies that the applicant or a member of the applicant's household is residing at another federally subsidized housing location, giving the applicant the opportunity to explain any circumstances relative to his/her being assisted at another location.

NHA will follow up with the respective Public Housing Agency (PHA) or owner to confirm the individual's program participation status before admission, if necessary, depending on the outcome of the discussion with the applicant.

NHA will retain the search results with the application along with any documentation obtained as a result of contacts with the applicant and the PHA and/or owner at the other location.

An EIV Former Tenant Search will be conducted on adult members of an applicant household and on adult members prior to adding them to an existing household. NHA will follow its policies on debt, denial and termination of assistance when reviewing and acting on results of the EIV Former Tenant Search.

4.17 FAMILY CONSENT TO RELEASE OF INFORMATION

HUD requires each adult family member, and the head of household, spouse, or co-head, regardless of age, to sign form HUD-9886, Authorization for the Release of Information Privacy Act Notice, and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. **[24 CFR 5.230]**

NHA will deny admission to the program if any member of the applicant family fails to sign and submit consent forms which allow NHA to obtain information that NHA has determined is necessary in administration of the Public Housing program. **[24 CFR 960.259(a) and (b)]**

4.18 HOUSEHOLD MEMBER TURNING 18 BETWEEN ELIGIBILITY AND LEASE UP

4.18.1 Income & Deductions

When a household member will turn 18 between the date of eligibility and on or before the effective date of initial lease-up, NHA will include the household member's income in the calculation of annual income. For example, NHA completes and eligibility determination on November 1st. One of the household members was 17 at the time of screening and eligibility determination, however the family finds a unit with a lease effective date of December 15th and this individual turned 18 on November 17th. NHA will calculate the income of that household member as if he/she was an adult, since the household member will be 18 by the effective date of the lease. Deductions will also be applied as if the household member was an adult. For example, the household with a member who is 17 at the time of eligibility determination, but 18 on the lease effective date will NOT be given a dependent deduction unless that household member is a full time student or disabled.

4.18.2 Release Forms

When a household member will turn 18 between the date of eligibility determination, but on or before the effective date of lease-up, NHA will have a parent/legal guardian sign any consent/release forms on behalf of that household member in order to authorize NHA to obtain their income verification and count applicable income.

4.18.3 Criminal Background Check

When a household member will turn 18 between the date of eligibility determination, but on or before the effective date of lease-up, NHA will have a parent/legal guardian sign the consent for criminal background check on behalf of that household member in order to authorize NHA's criminal background check.

4.18.4 Subsequent Recertifications and Background Checks

At the time of lease execution, NHA will obtain signatures on any required release forms from the household member who had turned 18 between eligibility determination and lease-up. If a household member is not yet 18 at the time of lease up, but turns 18 on or before the next recertification, NHA will not conduct any verifications for that household member unless and until the appropriate release forms

are signed. If no other verifications or background checks are completed between lease-up and the first recertifications, NHA will wait until the next recertification to obtain the executed release forms from the household member who had turned 18 between lease-up and recertification.

4.19 SCREENING

NHA is responsible for the screening and selection of families to occupy Public Housing units. NHA may consider all relevant information. Screening is important to Public Housing communities and program integrity, and to ensure that assisted housing is provided to those families that will adhere to lease obligations.

NHA will consider the family's history with respect to the following factors:

1. Payment of rent and utilities;
2. Credit History;
3. Caring for an apartment and premises;
4. Respecting the rights of other residents to the peaceful enjoyment of their housing;
5. Criminal activity that is a threat to the health, safety, or property of others;
6. Behavior of all household members as related to the grounds for denial; and
7. Compliance with any other essential conditions of the lease.

NHA will examine applicant history to determine eligibility and suitability. Such history includes:

1. Criminal background checks;
2. Past performance in meeting financial obligations, history from landlords, utility companies, credit reporting agencies and court records.
3. Disturbances of neighbors, destruction of property or living or housekeeping habits at prior residences that may adversely affect health, safety, or welfare of other residents, or cause damage to the apartment or the development.
4. EIV reports to determine if the applicant:
 - a. Has prior Debt to another PHA
 - b. Was unfavorably terminated from another Federally subsidized housing program
 - c. Is currently receiving assistance in another Federally subsidized housing program

4.20 EVIDENCE

NHA will use the concept of the "preponderance of the evidence" as the standard for making all admission decisions. The definition can be found in the definitions section of the ACOP.

4.21 CONSIDERATION OF CIRCUMSTANCES



NHA will consider all relevant circumstances when deciding whether to deny admission based on a family's past history except in the situations for which denial of admission is mandated. **[24 CFR 960.203(c)(3) and (d)]**

NHA will consider the following factors prior to making its decision:

1. The seriousness of the case, especially with respect to how it would affect other residents;
2. The effects that denial of admission may have on other members of the family who were not involved in the action or failure;
3. The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or a victim of domestic violence, dating violence, sexual assault or stalking;
4. The length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future;
5. The length of time from the date of release, parole, probation or house arrest and whether or not the individual has been crime free since that time;
6. Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs; and
7. In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully.
 - NHA will require the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

4.22 REMOVAL OF A FAMILY MEMBER

As a condition of receiving assistance, in the event a family member is found to be ineligible, a family may agree to remove the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to stay as a guest in the public housing apartment. See ACOP chapter on Continued Occupancy for specific policy on visitors.

Prior to admission to the program, the family must present evidence of the former family member's current address upon NHA request.

In cases where an applicant family includes the perpetrator as well as the victim of domestic violence, dating violence, sexual assault or stalking, will require that the perpetrator be removed from the applicant household and not reside in the Public Housing apartment. NHA will require that the perpetrator not be allowed to occupy the apartment for any period of time.

Should NHA's screening process reveal that an applicant's household includes an individual subject to state lifetime registered sex offender registration, NHA will offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, NHA will deny admission to the family [Notice PIH 2012-28].

4.23 VIOLENCE AGAINST WOMEN ACT (VAWA)

NHA acknowledges that a victim of domestic violence, dating violence, sexual assault or stalking may have an unfavorable history that would warrant denial under NHA's policies. Therefore, if NHA makes a determination to deny admission to an applicant family on the basis of an unfavorable history, NHA will include in its notice of denial a statement of the protection against denial provided by VAWA and will offer the applicant the opportunity to provide documentation affirming that the cause of the unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, sexual assault or stalking.

The documentation requirements are included in the ACOP Chapter on Fair Housing and Equal Opportunity.

4.24 DENIAL DUE TO DISABILITY

NHA will consider mitigating circumstances if a denial was caused by the behavior of a family member with a disability. NHA will determine whether alternative measures are appropriate as a Reasonable Accommodation. NHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of admission.

4.25 DEBT SCREENING

NHA will conduct a debt screening on all members 18 years old or older to determine:

- If the applicant currently owes rent or other amounts to NHA, other Housing Authorities or other assisted housing programs in connection with the Public Housing or HCV programs;
- If the family has not reimbursed NHA, other Housing Authorities or other assisted housing programs for amounts paid for damages to the unit or other amounts owed by the family under the lease;
- If the family has breached an agreement with NHA, other Housing Authorities or other assisted housing programs to pay amounts owed to NHA, other Housing Authorities or other assisted housing programs; and
- If the family has breached an agreement with NHA, other Housing Authorities, or other assisted housing programs to repay amounts paid to an owner by NHA, other Housing Authorities or other assisted housing programs

When an applicant owes NHA, other Housing Authorities or other assisted housing programs money from previous public or assisted housing residency or Public Housing program participation, NHA will require that the entire amount be paid in full prior to allowing the applicant admission or re-admission to the Public Housing program. Once the debt is identified by NHA, the applicant will have 90 days to pay it in full or the applicant will be rejected.

4.26 CRIMINAL RECORD SCREENING

NHA will perform criminal background checks on all adult household members.

In order to obtain access to the records, every applicant family is required to submit a consent form signed by each adult household member. **[24 CFR 5.903]**

NHA will not pass along to the applicant the costs of a criminal records check. **[24 CFR 960.204(d)]**



If the results of the criminal background check indicate there may have been past criminal activity, but the results are inconclusive, NHA will request a disposition of charges from the applicant.

NHA will ask whether the applicant, or any member of the applicant's household, is subject to a lifetime sex offender registration requirement in any state.

NHA is required to perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program in the state where the housing is located, as well as in any other state where a household member is known to have resided. **[24 CFR 960.204(a)(4)]**

NHA will ensure that adverse housing decisions based upon criminal activity are supported by sufficient evidence that the individual engaged in such activity. NHA uses convictions, not arrest records, to determine that an individual has engaged in criminal activity. NHA may deny admission based upon the conduct underlying an arrest if the conduct indicates that the individual is not suitable for tenancy and NHA has sufficient evidence other than the fact of arrest that the individual engaged in the conduct. The conduct, not the arrest, will be the relevant factor for admissions and tenancy determination. Reliable evidence of a conviction may be the basis for determining that disqualifying conduct occurred. NHA may be the basis for determining that disqualifying conduct occurred.

4.27 REQUIRED DENIAL OF ASSISTANCE

NHA has established standards that prohibit admission of an applicant to the Public Housing program if the applicant has engaged in certain criminal activity including a household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

HUD requires that admission be denied for the following cases **[960.204(a)]**:

1. Any member of the household that has been evicted from federally-assisted housing in the last 7 years for drug-related criminal activity. However, NHA may admit an otherwise eligible household if NHA determines that:
 - a. The household member has completed a NHA-approved drug rehabilitation program; or
 - b. The circumstances which led to eviction no longer exist (e.g. the person involved in the criminal activity no longer lives in the household).
2. Any member of the household that NHA determines is currently engaged in the use of illegal drugs. See the definitions section for the definition of Drug and currently engaged.
3. Any member of the household that NHA has reasonable cause to believe that the household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
 - a. In determining reasonable cause, NHA will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol.
 - b. NHA will also consider evidence from treatment providers or community-based organizations providing services to household members.

4. Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing. This is a permanent prohibition.
5. Any household member who is subject to a lifetime registration requirement under a state sex offender registration program.

4.28 CRIMINAL ACTIVITY

The general guidelines for denial/termination based on criminal activity can be found in Exhibit B of the ACOP. Generally, NHA will apply standards based on the category of crime, whether the conviction was a felony or other criminal charge and the number of years that have elapsed since the conviction. In addition to the guidelines for denial/termination of criminal activity (found in the Exhibit B), NHA will consider relevant circumstances included in this ACOP when making a determination whether to deny or terminate. NHA may review eligibility determinations regarding criminal history on a case by case basis and use the criteria in the section "Consideration of Circumstances" to guide the determinations.

4.29 PREVIOUS BEHAVIOR

NHA will deny admission to an applicant family if it is determined that the family:

1. Has a pattern of unsuitable past performance in meeting financial obligations, including rent and payment of utilities within the past three years. **[24 CFR 960.203(c)(1)]**
2. Owes money to NHA or any other housing authority. **[24 CFR 960.203(c)(1)]**
3. Intentionally misrepresented or did not provide information related to eligibility, preference for admission, housing history, allowances, family composition or rent. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
4. Has engaged in or threatened violent or abusive behavior toward NHA personnel in the last seven years.
 - a. Abusive or violent behavior towards NHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate, may be considered abusive or violent behavior.
 - b. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
5. Has a record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety or welfare of other residents.
6. Cannot demonstrate the ability to comply with the terms of NHA lease.

4.30 NOTICE OF DENIAL OF ELIGIBILITY

NHA will provide applicant families with a written notice of proposed denial if the family is deemed ineligible for admission to the Public Housing Program.

When NHA proposes denial of admission due to a criminal record or lifetime sex offender registration requirement, NHA will first provide the Head of Household and the applicable household member with a notification of the proposed denial. NHA will notify the household of the proposed action and will provide

the subject of the record and the Head of Household a copy of such information and an opportunity to dispute the accuracy and relevance of the information. This opportunity will be provided before a denial of admission on the basis of such information.

The family will be given 10 business days to contact NHA to request an Informal Hearing to dispute the accuracy and relevance of the information. If the family does not contact NHA to dispute the information within that 10 day period, the denial of admission stands.

All notices of denial of admission will include the VAWA notice of protection against denial of admission provided by VAWA for victims of domestic violence, dating violence, sexual assault or stalking and the procedure for seeking such a protection as described in Chapter 2 of this ACOP. Any family member who claims that the cause for denial of admission involves (a) criminal acts of physical violence against a tenant or an affiliated individual; or (b) incidents of domestic violence, dating violence, sexual assault or stalking of which the tenant or an affiliated individual is the victim, will be given the opportunity to provide documentation in accordance with the policies. NHA will also provide a form HUD-50066 with the VAWA notice.

CHAPTER 5: APPLICATIONS, WAITING LIST & APPLICANT SELECTION

5.1 OVERVIEW

When a family wishes to reside in Public Housing, the family must submit a completed application that provides the NHA with the information needed to determine the family's eligibility. Families submitting applications are placed on the NHA Waiting List(s). When an apartment becomes available, NHA will select families from the Waiting List in accordance with HUD requirements and NHA policies.

5.2 APPLYING FOR ASSISTANCE

When the waiting list is open, NHA will advertise the method for taking applications. NHA may take applications in person, via US mail, by telephone, on-line or through other methods as determined by NHA at the time of opening.

Completed applications must be returned to NHA via the methods as determined by NHA at the time of opening. Upon receipt, completed applications are date and time stamped and reviewed for completeness. Applications must be complete in order to be accepted by the NHA for processing.

NHA will ensure that the application process is accessible to those persons who might have difficulty complying with the NHA application process. This includes providing Reasonable Accommodations to individuals with disabilities and meaningful access to NHA's application to persons with Limited English Proficiency.

NHA will include Form HUD-92006, Supplement to Application for Federally Assisted Housing, as part of the full application.

5.3 PLACEMENT ON THE WAITING LIST

Upon receipt of the completed application and Development Selection Form, NHA will enter the application on the Waiting List. Applicants will be placed on the Waiting List according to NHA preference(s), the date and time the complete application was received by NHA and type and size of apartment needed. NHA may, if the Waiting List is open for a finite period of time, use a lottery system in conjunction with claimed preferences, to determine ranking on the Waiting List. Placement on the Waiting List does not indicate the family is eligible for admission. A final determination of eligibility and qualification for preferences will be made when the family is selected from the Waiting List.

An applicant will be placed on the Waiting List if the application includes:

- Name of the HOH
 - Date of birth for the HOH
 - Race or ethnicity
 - Address
 - Signature of the HOH
 - Date of Execution
 - Gross household income
 - Family composition
-
- Applicants cannot be listed on the 1st Available Apartment list and Site Based Waiting Lists at the same time. Applicants who select both the 1st Available Apartment and Site Based Waiting Lists will be listed on the Site Based Waiting Lists and not the First Available Apartment option.



- Applicants who do not complete the Development Selection Form correctly may be listed on the First Available Waiting List.
- NHA will take the first three development selections if an applicant selects more than three developments
- If an applicant selects developments that are not applicable to their bedroom size, NHA will not contact the applicant and will list the applicant on the applicable SBWLs only.
- If an applicant does not select any developments that are applicable to the bedroom size required for that applicant, NHA will list the applicant on the First Available Apartment Waiting List.

5.4 INFORMATION CONTAINED ON THE WAITING LIST

NHA will organize the Waiting List to allow for the accurate identification and selection of families in proper order, according to the admissions policies described in this ACOP.

The Waiting List will contain the following information for each applicant listed:

- Name and social security number of head of household;
- Apartment size required (number of family members);
- Amount and source of annual income;
- Accessibility requirement, if any;
- Date and time of application and/or application number;
- Household type (family, elderly, disabled);
- Admission preference, if any;
- Race and ethnicity of the head of household; and
- The specific property(s) selected, if applicable

5.5 TYPES OF WAITING LISTS

NHA obtained HUD approval in accordance with 24 CFR 903.7(b)(2) to establish additional Site-Based Waiting Lists (SBWLs) at all developments.

NHA has the following Waiting Lists:

- Site-based Waiting Lists for Family Developments;
- 1st Available Apartment Waiting List for Family Developments;
- Site-based Waiting Lists for Designated Elderly and Mixed Population Developments;
- 1st Available Apartment Waiting List for Elderly and Mixed Population Developments



An applicant may choose up to 3 site-based Waiting Lists (if the site-based Waiting List is open) or the 1st Available Apartment option, on which to place their name.

Applicants may choose to be listed on up to 3 Site Based Waiting Lists

An applicant may change their listing on SBWLs at any time; however, the applicant will not retain their date and time of application. The applicant will be assigned a new date and time of application.

5.6 WAITING LIST ADMINISTRATION

The following tasks related to Waiting List Administration will be undertaken:

- Accepting new applications and updates, including placing applicants on the Waiting Lists and updating existing applicant Waiting List records;
- Administration of the SBWL and 1st Available Option Waiting Lists;
- Maintaining the Transfer Waiting List;
- Providing technical assistance to developments;
- Conducting Waiting List updates for all properties;
- Conducting marketing and outreach efforts;
- Conducting Informal Hearings;
- Monitoring basic Waiting List activity statistics; and
- Selecting applicants from the site based and 1st Available apartment Waiting List;

5.7 METHOD OF SELECTION

Families will be selected from the waiting list based on preference. Among applicants with the same preference, families will be selected on a first-come, first-served basis according to the date and time their complete application is received by NHA. In the event that the date, time and preference of two applicants are the same, the applicant on the SBWL will be deemed first.

When selecting applicants from the waiting list, NHA will match the characteristics of the available unit (unit size, accessibility features, unit type) to the applicants on the waiting lists. NHA will offer the unit to the highest ranking applicant who qualifies for that unit size or type, or that requires the accessibility features.

By matching unit and family characteristics, it is possible that families who are lower on the waiting list(s)/Ready Pool may receive an offer of housing ahead of families with an earlier date and time of application.



- **1st Available Apartment Option:** An applicant with an application date earlier than an applicant on a SBWL at a development with an available apartment will be offered the apartment at that property. For example, an applicant with an application date of March 1, 2007 who has selected the “1st Available Apartment Option” will be selected from the Waiting List before any applicant on a SBWL with an application date and time after March 2, 2007 (this assumes that the selection is for the appropriate bedroom size and any other relevant apartment features).
- **Site-Based Waiting List:** An applicant who has applied to be placed on the Waiting Lists at multiple properties will be selected from those respective lists by preference, date and time of application. Only when an applicant choosing the 1st Available Apartment Option has an earlier application date and time than the applicant on the top of a SBWL will an available apartment be offered to the former.
- **Elderly Designated Developments:** NHA will offer occupancy at designated elderly buildings to near elderly families if there are insufficient elderly applicants to fill vacant units in buildings designated as elderly. If there are insufficient numbers of elderly and near elderly families for units in designated elderly buildings, NHA will make available to all other families any unit that is ready for re-rental and for a new lease to take effect and that has been vacant for more than sixty consecutive days.
- **Mixed Population Developments:** NHA will offer occupancy at mixed population developments to elderly and disabled families equally in determining priority for admission to mixed population buildings. NHA will offer units that have special accessibility features for persons with disabilities to families who include persons with disabilities who require the accessibility features of such units.

Factors such as deconcentration or income mixing and income targeting will also be considered in accordance with HUD requirements and NHA policy.

5.8 SPECIAL HOUSING INITIATIVES

NHA may develop special housing initiatives that receive limited local preference through NHA Board approval. These special initiatives are targeted for specifically named families and may be based on NHA and community priorities or HUD targeted funding. In addition, SHIs may include a defined number of PH units that will be allocated to families meeting specific described criteria. Examples of special housing initiatives include Chadwick, Millennium Way and DCP&P preferences. See ACOP policies on preferences for more detail.

Generally, applicants for SHIs are referred to NHA. When referred to NHA, these families may have already been determined eligible based on the referring organizations criteria. However, these families must meet NHA income and other eligibility requirements in order to be housed. In establishing special housing initiatives, NHA will determine the priority given to special housing initiative applicants, including if appropriate, the ratio of admissions of standard applicants to special initiatives applicants.

5.9 WAITING LIST UPDATE – DESIGNATED HOUSING

Upon designation of developments as elderly only developments, NHA will allow non-elderly disabled and near elderly applicants the option to exercise their right to remain on the wait list for the designated development, however they will not be offered an apartment until the applicant reaches 62 years of age or until there are no eligible elderly applicants available and the applicant is near elderly.

Upon designation of developments as elderly only, non-elderly disabled and near elderly applicants who wish not to remain on the wait list for the designated development will have the option of selecting a mixed population development waiting list while retaining their initial date and time of application.



5.10 CLOSING AND OPENING THE WAITING LIST

1. Closing the Waiting List—NHA will close the Waiting List, in whole or in part, if NHA has enough applicants on the Waiting List to fill projected vacancies for at least 24 months. NHA may close the list completely, or restrict intake by preference, type of project, or by size and type of dwelling apartment.

NHA will make assessments, as deemed necessary, to determine the need to close the Waiting List. If the number of applicants on the Waiting List is equal to or greater than the average number of move-ins over a two year period, taking into consideration apartment refusal rates, the Waiting List may be closed.

When the Waiting List is closed, in whole or in part, NHA will not maintain a list of individuals who wish to be notified when the Waiting List is re-opened.

2. Opening the Waiting List—If the number of applicants on the Waiting List drops below the average number of move-ins over a two year period, taking into account apartment refusals, NHA may reopen the Waiting List and begin taking new applications.

NHA will announce the reopening of the Waiting List at least 10 business days prior to the date applications will first be accepted. If the list is only being reopened for certain categories of families, this information will be contained in the notice. The notice will specify where, when, and how applications are to be received.

The NHA will give public notice by publishing the relevant information in suitable media outlets when opening and closing the Waiting List. All signs and advertisements will comply with NHA Affirmative Marketing policy found in this ACOP.

5.11 REMOVAL FROM THE WAITING LIST

Applicant's names will be removed from all PH Waiting Lists for as a result of any of the conditions below. NHA will follow applicable regulatory requirements for notice of removal.

- Being housed in a PH unit
- Being withdrawn
- Being determined Ineligible

5.12 FAMILY OUTREACH

NHA will monitor the characteristics of the population being served and the characteristics of the population as a whole in NHA's jurisdiction. Targeted outreach efforts will be undertaken in accordance with NHA deconcentration activities and Annual Plan.

5.13 REPORTING CHANGES WHILE ON THE WAITING LIST

While the family is on the Waiting List, the family must inform NHA of changes in family composition, preference status or contact information, including current residence, mailing address, and phone number. The changes must be submitted in writing to the NHA Occupancy Department.

Changes in an applicant's circumstances while on the Waiting List may affect the family's qualification for a particular bedroom size or entitlement to a preference. When an applicant reports a change that affects their placement on the Waiting List, the Waiting List will be updated accordingly. In order to maintain the

preference status for which an applicant is selected from the waiting list, applicants must be able to verify their preference at the time of screening.

5.13.1 Changes In Family Composition

If a family reports a change in family composition while on the waiting list, the family will retain their date and time of application, but their position on the waiting list will be updated to reflect the updated information/selection. For example, a family qualifies for a two bedroom unit and selects three developments with two bedroom units. After six months on the waiting list, another family member moves in with the family, and now the family qualifies for a three bedroom unit. If the family reports this change to NHA and any of the sites they originally selected do not have three bedroom units, the family will be placed on the First Family Waiting List and retain their original application date and time.

5.13.2 Changes In Site Selection

A family may change their SBWL selections while on the waiting list; provided the waiting list is open; however, their date and time of application will be updated to reflect the date and time of the change in site selections.

A family may only select sites which have the appropriate unit size for their family size and for which they are eligible based on family composition. For example, a family who qualifies for a one bedroom unit may not select a site with only three bedroom units. Additionally, developments which are elderly only developments may only be selected by households whose head, co-head or spouse is elderly and whose family composition meets the occupancy guidelines for sizes available at the elderly only development. For example an elderly grandparent who has custody of her three grandchildren would not be able to select an elderly only development which has only one bedroom units.

5.13.3 Changes in Preference

When a family reports a change in preference status while on the waiting list, NHA will update the preference but retain the date and time of application. The families position on the waiting list will reflect the change in preference status. Families will be required to provide verification of any claimed preference at the time of screening.

5.13.4 Changes In Type Of Waiting List

While on the waiting list, a family may move from SBWLs to 1st available or move from 1st available to SBWLs. If a family switches from SBWL to 1st Available or from 1st Available to SBWL, the family's date and time of application will be updated to reflect the date and time of the change in waiting list.

5.14 UPDATING THE WAITING LISTS

1. Purging the Waiting List

- a. The Waiting List will be updated as needed to ensure that all applicants and applicant information is current and timely.
- b. To update the Waiting List, NHA will send an update request via first class mail to each family on the Waiting List to determine whether the family continues to be interested in, and to qualify for, the program. This update request will be sent to the last address that NHA has on record for the family. The update request will provide a deadline by which the family must



respond and will state that failure to respond will result in the applicant's name being removed from the Waiting List.

- c. The family's response must be in writing and may be delivered in person or by mail. Responses should be postmarked or received by NHA not later than 10 business days from the date of the NHA update letter.
- d. If the family fails to respond within 10 business days, the family will be removed from the Waiting List without further notice.
- e. If the notice is returned by the post office with no forwarding address, the applicant will be removed from the Waiting List without further notice.
- f. If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated. The family will have 10 business days to respond from the date the letter was re-sent. If the family fails to respond within this time frame, the family will be removed from the Waiting List without further notice.
- g. When a family is removed from the Waiting List during the update process for failure to respond, no informal hearing will be offered. Such failures to act on the part of the applicant prevent NHA from making an eligibility determination; therefore no informal hearing is required.

2. Removal from the Waiting List

- a. Applicants can be removed from the Waiting List for the following reasons:
 - Applicant Request—an applicant provides a written request to be removed from the WL
 - Withdrawal—an applicant fails to respond to NHA attempts to contact;
 - Rejection—an applicant is ineligible or does not pass screening;
 - Refusal—an applicant refused an offer of housing without Good Cause;
 - Leasing—an applicant is leased.
- b. If a family is removed from the Waiting List because the NHA has determined the family is not eligible for admission, a notice will be sent to the family's current address of record.
- c. No informal hearing is required following withdrawal. Applicants whose applications are rejected are entitled to an informal hearing if requested in a timely manner. The files of rejected applicants will be held for three years or until the next HUD occupancy audit.

3. Reinstatement to the Waiting List

- a. If a family is removed from the Waiting List for failure to respond and they later contact NHA regarding their continued interest in the Public Housing Program, they will be reinstated to the Waiting List if they contact NHA within two calendar years from the date of withdrawal. The Occupancy Managers, or his/her designee, may reinstate the family if it is determined that the lack of response was due to NHA error, or to circumstances beyond the family's control.



- b. If a family does not respond to an update because of the family member's disability, NHA, upon verification of the family's request, will reinstate the applicant family to their former position on the Waiting List as a Reasonable Accommodation.

5.15 ADMISSION PREFERENCES

Preferences establish the order of applicants on the Waiting List. An admission preference does not guarantee admission. NHA may elect to establish site specific preferences. In order to maintain the preference status for which an applicant is selected from the waiting list, applicants must be able to verify their preference at the time of screening.

NHA may consider establishment of veteran's, homeless families and/or emergency admission preferences. NHA may modify its Admissions and Continued Occupancy Policy in FY 2019, subject to Board approval, to reflect these new preferences. To the extent that any such modifications require public comment, Board and HUD approval, NHA will follow applicable requirements prior to implementing these preferences.

5.15.1 General Preference Categories

- **Residency Preference:** NHA will grant priority within each other preference category to applicants who are residents of Newark. Applicants who do not live in Newark will only be considered for assistance after the waiting list is exhausted of applicants who live in Newark regardless of other preferences. Applicants who are working or who have been notified that they are hired to work in Newark will be provided with a residency preference. The use of this residency preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.
- **Upward Mobility—** All applicant families with at least one adult member who can document employment of at least twenty hours per week, full time student status or involvement in job training, including job training undertaken as a requirement for persons receiving Temporary Assistance to Needy Families (TANF) qualify for this preference. Elderly and disabled individuals qualify for this preference. Job training includes vocational skills training, job skills training, job preparedness training and/or on-the-job training. Applicant must be able to provide documentation from the training entity to support clearly defined training goals and objectives.
- **Elderly Preference —** head of household, spouse or co-head is 62 years old or older. These families receive preference
- **Disabled Preference —** head of household, spouse or co-head is a person with disabilities.

5.15.2 Other Preferences

- **Eligible families referred to NHA by the Division of Child Protection & Permanency (DCP&P):** The Newark Housing Authority wishes to establish a local preference for eligible families referred to NHA by DCP&P. NHA wishes to assist DCP&P program referrals where lack of adequate housing is a primary factor in the separation, or threat of imminent separation, of children from their families or in the prevention of reunifying the children with their families. NHA will admit 20 eligible DCP&P referrals on an annual basis.

NHA will set aside housing opportunities for DCP&P families meeting the eligibility criteria. Families who qualify are placed on the regular Waiting List. Until NHA reaches its annual ceiling for these housing opportunities, the Waiting List will be searched for the first available family meeting the targeted criteria.



- NHA Public Housing applicants who does not pass criminal background screening will not be covered under this program.
- **Eligibility:** Families are eligible for this admission preference if they meet the following conditions:
 - DCP&P has certified that this is a family for whom the lack of adequate housing is a primary factor in the imminent placement of the family's child, or children, in out-of-home care, or in the delay of discharge of a child, or children, to the family from out-of-home care; and
 - NHA has determined the family meets NHA's eligibility/suitability criteria
- Chadwick Development Preference: NHA may establish site specific preference at its Chadwick Development site. The preference will be for qualified disabled or chronically homeless individuals referred by Rutgers-University Behavioral Health Care (RUBHC). The preference will be limited to 15 one-bedroom units and will be pursuant to the terms of the Memorandum of Understanding between NHA and RUBHC. RUBHC will provide verification of the factors related to eligibility for this preference in a format acceptable to the Newark Housing Authority. Referrals will be time and date stamped by RUBHC.

This preference is a stand-alone preference and will not be layered upon NHA's existing preference structure. For example, an elderly, homeless individual would not be admitted before a homeless individual referred by RUBHC for the Chadwick Development preference. All referrals for this preference are subject to NHA admissions screening requirements. Additionally, applicants who are admitted via the Chadwick Development Preference must comply with the terms of the NHA Lease and will be subject to lease termination and/or eviction for failure to comply.

In the event that there are no qualified referrals from RUBHC and any of the 15 units designated for this preference remains vacant for a period of more than twenty calendar days after NHA notification to RUBHC, NHA will offer the vacant units to families on NHA's waiting list.

- Millennium Way Preference: NHA may establish a site specific preference at its Millennium Way site. The preference will be for qualified disabled or chronically homeless individuals referred by Rutgers-University Behavioral Health Care (RUBHC). The preference will be limited to 12 one-bedroom units and 3 two bedroom units and will be pursuant to the terms of the Memorandum of Understanding between NHA and RUBHC. RUBHC will provide verification of the factors related to eligibility for this preference in a format acceptable to the Newark Housing Authority. Referrals will be time and date stamped by RUBHC.

This preference is a stand-alone preference and will not be layered upon NHA's existing preference structure. For example, an elderly, homeless individual would not be admitted before a homeless individual referred by RUBHC for the Millennium Way Preference. All referrals for this preference are subject to NHA admissions screening requirements. Additionally, applicants who are admitted via the Millennium Way Preference must comply with the terms of the NHA Lease and will be subject to lease termination and/or eviction for failure to comply.

In the event that there are no qualified referrals from RUBHC and any of the 15 units designated for this preference remains vacant for a period of more than twenty calendar days after NHA notification to RUBHC, NHA will offer the vacant units to families on NHA's waiting list.

- A "chronically homeless" person is defined as "an unaccompanied homeless individual with a disabling condition who has either been continuously homeless for a year or more, or has had at least four episodes of homelessness in the past three years.
- "Homeless" means individuals or families who lack a fixed, regular, adequate nighttime residence, including persons whose primary nighttime residence is:

- A supervised public or private shelter designed to provide temporary living accommodations;
- A time limited/non-permanent transitional housing and/or behavioral health treatment facility (with no permanent residence to return to after treatment); or
- A public or private facility not designed for, or ordinarily used as, a regular sleeping accommodation; or any other place not meant for human habitation (e.g., street, park, car, abandoned building)

5.16 SPECIAL ADMISSION – DISASTER PREFERENCE

Generally, NHA selects applicants from the Waiting List by date and time of application and preference. However, when a situation is a federally or locally declared disaster or civil disturbance, the Executive Director has the discretion to waive date and time of application in selection. Any determination by the Executive Director to waive the date and time of application must be in writing stating the maximum number of applications that will be processed under this disaster preference or any limits on the time for the waiver, with such a waiver being approved for form and legal sufficiency by NHA General Counsel.

5.17 BROAD RANGE OF INCOMES (INCOME-MIXING)

It is the goal of NHA to attain a resident population in each development composed of lower-income households with a broad range of incomes. NHA will make an effort to assure that each of its developments will include households with a broad range of income.

To achieve and maintain the basic objective of housing households with a broad range of incomes, NHA will review its Waiting List to determine whether there is a representative income mix of low, very-low, and extremely-low income households. If there is not a representative income mix, NHA will consider strategies to encourage a greater income mix including, but not limited to, conducting targeted outreach efforts and/or establishing income based preferences. Upon review of income targeting requirements and NHA admissions, if necessary, NHA will alter its marketing and deconcentration strategies in accordance with this policy and HUD requirements.

NHA will ensure that it meets the following targeting requirements as set forth by HUD:

- At least 40% of new admissions to NHA's Public Housing program during each fiscal year will be extremely-low income households.
- NHA may reduce the required percentage of Public Housing units to which extremely-low income households must be admitted to the extent that NHA has credits, in the same fiscal year, for admissions of extremely-low income households to its Section 8 resident-based assistance program beyond the number required for that program. However, NHA may not have more credits than the lesser of the following:

Ten percent of the total number of households admitted to the Section 8 resident-based assistance program during the fiscal year; or

The number of NHA's Public Housing apartments in developments located in census tracts with a poverty rate of 30% or more that are made available and filled by eligible households who are not extremely-low income households.

5.18 DECONCENTRATION

Annually, NHA will assess the income make-up of the resident population at all of its developments. To address the deconcentration of poverty through the admissions process, NHA has established an Upward Mobility preference. In addition, the NHA plan includes activities to increase the number of higher income families applying for housing assistance. These activities include: additional affirmative marketing and actions designed to improve the marketability of certain developments.

NHA will make adjustments to its plan based on the progress made as demonstrated by the annual assessments.

As part of NHA's Annual Plan submission to HUD, NHA will annually monitor the income levels of households residing in NHA housing and on the Waiting List to assess its progress in attaining the deconcentration and income mixing goals.

5.19 NOTIFICATION OF SELECTION

NHA will notify the family by first class mail when it is selected from the Waiting List.

The notice will inform the family of the information to be provided at the application interview.

If a notification letter is returned to NHA with no forwarding address, the family will be removed from the Waiting List without further notice. Such failure to act on the part of the applicant prevents NHA from making an eligibility determination; therefore no informal hearing will be offered.

5.20 APPLICATION INTERVIEW

Families selected from the Waiting List are required to participate in an eligibility interview.

Reasonable accommodations will be made for persons with disabilities who are unable to attend an interview due to their disability [24 CFR 8.4(a) and 24 CFR 100.204(a)].

All household members aged 18 and over are required to attend the application interview. Verification of information pertaining to adult members of the household not present at the interview will not begin until signed release forms are returned to NHA.

Applicants must provide proof of the preference for which they were selected from the Waiting List. Preferences will be verified in accordance with HUD verification hierarchy, as described in the Verification policy of this ACOP. If the preference cannot be verified, the applicant will be returned to the Waiting List, without their claimed preference, retaining the same date and time of application.

The family must provide the information necessary to establish the family's eligibility, including suitability, and to determine the appropriate amount of rent the family will pay. The family must also complete required forms, provide required signatures, and submit required documentation. If any materials are missing, NHA will provide the family with a written list of items that must be submitted within 10 business days from the date of the request. Applicants who fail to provide the required information within NHA established time frames will be withdrawn from the waiting list based on the family's failure to supply information needed to determine eligibility. Such failure to act on the part of the applicant prevents NHA from making an eligibility determination; therefore, NHA will not offer an informal hearing.

If the family is unable to obtain the information or materials within the required time frame, the family may request an extension. If the required documents and information are not provided within the required time frame (plus any extensions), the family will be sent a notice of denial.



An advocate, interpreter, or other assistant may assist the family with the application and the interview process.

Interviews will be conducted in English. For Limited English Proficiency (LEP) applicants, NHA will provide translation services in accordance with NHA's LEP plan as found in this ACOP.

If the family is unable to attend a scheduled interview, the family should contact NHA in advance of the interview to schedule a new appointment. If a family does not attend a scheduled interview, a second appointment will automatically be scheduled. The family will be withdrawn from the WL for failure to attend two scheduled application interview appointments in accordance with NHA policy on withdrawing applicants from the waiting list as found in this ACOP.

5.21 FINAL ELIGIBILITY DETERMINATION

NHA will verify all information provided by the family. Based on NHA verified information related to the eligibility requirements, including NHA suitability standards, NHA will make a final determination of eligibility and provide a notice of eligibility to the applicant.

If NHA determines that the family is ineligible, NHA will send written notification of the ineligibility determination. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal hearing, if applicable.

NHA will send an ineligible letter to any family whose household composition is so large that the household would be overcrowded in NHA's largest apartment

CHAPTER 6: OCCUPANCY STANDARDS & APARTMENT OFFERS

6.1 OVERVIEW

Occupancy standards are established to ensure that units are occupied by families of the appropriate size. NHA's Occupancy Standards for determining apartment size will be applied in a manner consistent with fair housing requirements. NHA will use the same occupancy standards for each development. Units shall be occupied by families of the appropriate size. This policy reinforces the maximum usefulness of the units, while preserving the units from excessive wear and tear and underutilization.

6.2 DETERMINING APARTMENT SIZE

In selecting a family to occupy a particular apartment, NHA will match characteristics of the family with the type of apartment available. NHA will use the same occupancy standards for each development as follows:

Bedroom Size	Minimum Number of Persons	Maximum Number of Persons
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

The following principles govern the size of units for which a family will qualify. Units will be assigned so that:

1. An adult is an individual who is eighteen years of age or older
2. Children of the same sex regardless of age will share a bedroom;
3. Children of the opposite sex will not be required to share a bedroom;
4. Adults of the opposite sex, other than spouses, will not be required to share a bedroom; although they may do so at the request of the family;
5. Adult members of the same sex, regardless of age, share a bedroom;
6. Adult members who are spouses or domestic partners, or in an interdependent relationship share a bedroom;
7. Live-in aides may be assigned a separate bedroom. See policy in Chapter Four regarding family members of live-in aides.
8. The head of household shall not be required to share a bedroom with anyone other than a spouse, domestic partner or individual with whom the head of household claims to have an interdependent relationship, although they may do so at the request of the family.



9. Adults, except for the head of household, will be required to share a bedroom with a minor household member of the same sex.
10. Single person families in elderly and mixed housing developments will be allocated a zero or one bedroom apartment according to the apartment make up at the development;
11. Foster children will be included in determining apartment size;
12. An unborn child will not be counted as a person in determining apartment size. A single pregnant woman may be assigned to a one bedroom apartment;
13. NHA will count for apartment size determination a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school, so long as the family can document that the child will be living with the family;
14. One bedroom units in designated elderly properties will be leased first to couples
15. Generally, two (2) people are expected to share a bedroom.
16. The largest apartment size that a family may be offered would be one bedroom per family member considering family size and composition.
17. Exceptions to the largest permissible apartment size may be made in case of Reasonable Accommodations for a person with disabilities.
18. NHA will not accept applications from households if the family composition is such that NHA would not be able to offer an appropriately sized apartment without overcrowding. For example, if the largest apartment size available at NHA is a 4 bedroom apartment, NHA would not accept an application from a family with 10 household members.
19. Existing NHA households who are participants in the DCP&P program will not have their apartments downsized when children are separated from the home if they are in compliance with DCP&P program requirements. Where these households are in compliance with DCP&P program requirements, NHA will not force these families to move to a smaller apartment as a result of the separation. NHA will allow these families to retain their current apartment size so that reunification can occur. Where NHA households participate in the DCP&P program and are not in compliance with DCP&P program requirements, NHA will downsize the apartment when children are separated from the family.

6.3 FAMILY COMPOSITION EXAMPLES

Examples	1BR	2BR	3BR	4BR	5BR
Single person or couple	X				
Single parent, live-in aide, one child 5 years of age			X		
Single parent, one child younger than 17 years of age		X			
Single female adult, live-in aide		X			
Single female HOH, female adult, one female child age 6, one male child age 8			X		
Single parent, two children of the opposite sex			X		
Single male HOH, female adult, daughter of the female adult female age 15		X			
Examples	1BR	2BR	3BR	4BR	5BR



Couple, two children age 6 or older of the same gender		X			
Couple, one son 12, one daughter 5, two sons 3				X	

6.4 CHANGES TO OCCUPANCY STANDARDS

When NHA makes changes to occupancy standards, the new occupancy standards will apply to all new admissions and transfers. The revised occupancy standards will apply to existing households upon transfer to a new apartment or at the first regular recertification after implementation of the revised occupancy standards. For existing families wishing to remain in their unit, NHA will maintain the authorized bedroom size based upon the occupancy standards at the time of initial lease-up or transfer until there is a change in family composition or the family moves to a new unit. For example, if a family qualifies and leases a 4 BR unit at initial occupancy and NHA later changes their occupancy standards thus qualifying them for a 3 BR unit, NHA will not require the family to move to a three bedroom unit unless and until their family composition changes or they are transferred to another unit.

6.5 EXCEPTIONS TO OCCUPANCY STANDARDS

NHA will consider granting exceptions to the Occupancy Standards at the family's request if NHA determines the exception is justified by the relationship, age, sex, health or disability of family members, or other personal circumstances.

For example, an exception may be granted if a larger bedroom size is needed for medical equipment due to its size and/or function, or as a Reasonable Accommodation for a person with disabilities.

When evaluating exception requests, NHA will consider the size and configuration of the apartment. Under no circumstances will NHA grant an exception that is in violation of local housing or occupancy codes, regulations or laws.

Requests from applicants to be placed on the Waiting List for an apartment size smaller than designated by the occupancy standards will be approved as long as the apartment is not overcrowded according to local code, and the family agrees in writing to occupy the apartment until there was a change in family size or composition.

To prevent vacancies, NHA may provide an applicant family with a larger apartment than the occupancy standards permit. However, in these cases, the family must agree to move to a suitable, smaller apartment when another family qualifies for the larger apartment and there is an appropriate sized apartment available to which the family can transfer.

Where placements involve children referred by the Division of Child Protection and Permanency (DCP&P), it is permissible to allow children of the opposite sex over five years of age to reside in the same bedroom with authorization from the local office manager.

6.6 PROCESSING EXCEPTIONS

All requests for exceptions to NHA Occupancy Standards must be submitted in writing.

In the case of a request for exception as a Reasonable Accommodation, the request must be made in writing using the Request for Reasonable Accommodation form. However, NHA will consider the exception request in an alternate format, upon request, as a Reasonable Accommodation.



Requests for a larger size apartment must explain the need or justification for the larger size apartment, and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional source according to NHA's applicable verification policies.

6.7 APARTMENT OFFERS

NHA will assign eligible applicants to dwelling units in a manner that is consistent with civil rights and nondiscrimination requirements.

NHA will send apartment assignment letters to schedule apartment tours with applicants. The applicant with the earliest WL ranking who is willing to accept the unit and who can provide at least one half of the security deposit will be awarded the unit.

NHA may provide an applicant with three business days to determine whether or not they wish to accept the unit; however, if another applicant is willing to accept the unit sooner, the first applicant willing to accept the unit and provide the applicable security deposit, will be awarded the unit.

An applicant who accepts a unit must notify NHA of their expected lease effective date within three business days of viewing the apartment. Once an applicant has accepted a unit, the applicant must sign a lease with an effective date that is no more than 10 business days from the date of unit acceptance.

When an applicant is offered an available apartment they will retain their position in the Ready Pool until a determination is made on the apartment offered. They will not be offered other available units until a determination has been made on the first apartment offer. For example; an applicant is offered an apartment at Seth Boyden and is in the process of viewing the apartment. During this time another apartment becomes available at another development and the same applicant's name is at the top of that Ready Pool. NHA will not contact the applicant for the second apartment until a determination is made on the first apartment.

Applicants on a SBWL or First Available Option WL will only receive one apartment offer. If the applicant refuses an apartment offer without Good Cause, the applicant will be withdrawn from all Public Housing Waiting Lists.

If NHA has an available apartment, and there are no qualified applicants on either First Available Option WL or the SBWL, NHA may make an apartment offer applicants on another SBWL according to their ranking on the waiting list. For example, NHA would search all waiting lists for the next applicant who needs the same sized unit. Should the applicant refuse this offer, they will not be required to provide good cause nor will they be removed from their respective SBWL.

In filling an actual or expected vacancy, NHA must offer the apartment to an applicant in the appropriate sequence.

- If an applicant is scheduled to view an available apartment and does not show up for the appointment or call to reschedule, NHA will withdraw the applicant from all Waiting Lists, unless the applicant can show good cause for missing the appointment.
- If an applicant is unavailable for an apartment showing, with good cause, NHA will try to reschedule the applicant to view the apartment prior to the scheduled apartment showing date or will return the applicant to the Waiting List for viewing of a subsequent apartment.
- If an applicant is unavailable for a two apartment showings, without good cause, NHA will withdraw the applicant from all Waiting Lists.

- If an applicant shows up late for an apartment offer appointment (late is 15 minutes after start time), the applicant will go to the bottom of the list of the applicants who were referred to that apartment.
- If the apartment has not been accepted by the other applicants, the applicant who was late may be offered the apartment.
- If the apartment was accepted by one of the applicants who showed up on time, the applicant who was late will be returned to the Waiting List.
- If the applicant who was late, shows up late for a subsequent apartment offer, without good cause, the applicant will be withdrawn from all Waiting Lists.
- If an applicant is unable to provide the full security deposit at the time of unit offer, NHA may offer a Security Deposit Payment Agreement whereby the applicant must pay one-half of the security deposit at the time of unit acceptance and pay the remaining portion within the first six months following lease-up. If the tenant can provide neither the full security deposit nor half of the security deposit, NHA will not make a unit offer. Exceptions may be made on a case by case basis and must be approved by the Director of Asset Management or his designee.
- Extenuating circumstances regarding lateness for apartment offer appointments, are reviewed by NHA management staff on a case by case basis to determine remedies and outcomes.
- If an applicant on the First Available Waiting List rejects an apartment for good cause, the applicant will remain on the First Available Waiting List. The applicant will keep their original date and time of application for the Development Selections.
- If an applicant is on one or more SBWLs and the applicant rejects an apartment for good cause, the applicant will be removed from that SBWL and will be eligible to select another SBWL provided the waiting list for that site is open. The applicant will not retain their original date and time of application for the new SBWL selection.

See the Reasonable Accommodation policy found in the ACOP for offering units with accessible features.

NHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for rejection.

Apartment offers will be made to residents on the transfer Waiting List and applicants on the Waiting List (new admissions) according to NHA determined ratios. For priority order for transfers, see Transfer Policy as found in the ACOP.

NHA will first match the apartment available to the highest ranking qualified applicant for an apartment of that size, type and special features (if any), taking into account designated housing. Preferences will then be used to determine the order of selection. If two applicants need the same type and size apartment and have the same preference status, the applicant with the earlier date and time of application or lower application number will receive the earliest offer [24 CFR 960.206(e)].

All offers made over the phone will be confirmed by letter.

Applicants will not be offered an apartment with resident paid utilities if the applicant is unable to get utilities connected as a result of bad debt or a previous balance to the utility company at a prior address.

Applicants listed on multiple lists will be removed from all other lists once housed.



6.8 NUMBER OF OFFERS

The first qualified applicant in sequence on the Waiting List is made an apartment offer of appropriate size and type.

If the applicant refuses an apartment offer without Good Cause, the applicant will be withdrawn from all Waiting Lists.

The number of apartment offers will be as follows:

1. Designated Elderly and Mixed Population— applicants on the SBWL or 1st Available Apartment option WL will receive one apartment offer. If the applicant does not to accept the apartment offered, they will be withdrawn from all Site-based lists they chose unless the refusal was for Good Cause.
2. Family Developments— applicants on the Family Development SBWL or 1st Available Apartment WL will be given one apartment offer. If the applicant does not to accept the apartment offered, they will be withdrawn from all Site-based lists they chose unless the refusal was for Good Cause

6.9 GOOD CAUSE FOR APARTMENT REFUSAL

Applicants may refuse to accept an apartment offer for “Good Cause”. Good Cause includes situations in which an applicant is willing to move, but is unable to do so at the time of the apartment offer, or the applicant demonstrates that acceptance of the offer would cause undue hardship not related to consideration of the applicant’s race, color, national origin, etc.

This policy is applicable to offers made to applicants from the waiting list and to transfer offers.

Examples of Good Cause for refusal of an apartment offer include, but are not limited to, the following:

1. The apartment is not ready for move-in at the time of the offer of housing. “Ready for move-in” means the apartment has no Housing Quality Standard deficiencies and is broom clean; or
2. Inaccessibility to source of employment, education, or job training, children’s day care, or educational program for children with disabilities, so that accepting the apartment offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities. This option is not available to applicants on the SBWL.; or
3. The family demonstrates to NHA’s satisfaction that accepting the offer will place a family member’s life, health or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this Good Cause exemption; or
4. A knowledgeable professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal household member; or
5. The apartment is inappropriate for the applicant’s disabilities; or
6. The family does not need the accessible features in the apartment offered and does not want to be subject to a 30-day notice to move; or



7. The apartment has lead-based paint and the family includes children under the age of six.
8. The offer is not for one of the Site-based Waiting Lists the applicant selected.

Applicants who are on the SBWL may not use location as a good cause for apartment refusal.

In the case of an apartment refusal for Good Cause, the applicant will not be removed from the Waiting List. The applicant will remain on the Waiting List until the family receives an offer for which they do not have Good Cause to refuse or accept an apartment.

NHA will require verification of Good Cause for apartment refusals.

6.10 APARTMENT REFUSAL WITHOUT GOOD CAUSE

When an applicant rejects the final apartment offer without Good Cause, NHA will remove the applicant's name from the Waiting List and send notice to the family of such removal.

The applicant may reapply for assistance if the Waiting List is open. If the Waiting List is not open, the applicant must wait to reapply until NHA opens the Waiting List.

6.11 APARTMENT ACCEPTANCE OUTSIDE OF AUTHORIZED OCCUPANCY STANDARDS

If a family agrees to be housed in an apartment that is outside of NHA's occupancy standards, NHA will require that the family sign a Lease Addendum whereby the family agrees to move upon thirty days' notice from NHA if the inappropriately sized apartment is needed by a family requiring that apartment size. In such circumstances, NHA will provide an appropriately sized apartment for the family who is required to move.

6.12 DESIGNATED HOUSING

Where applicable, NHA policies for offering units designated for elderly families only are described in NHA's Designated Housing Plan.

CHAPTER 7: INCOME AND ADJUSTED INCOME

7.1 OVERVIEW

A family's income determines eligibility for assistance and is also used to calculate the family's rent payment. NHA will use the policies and methods described in this chapter to ensure that only eligible families receive assistance and that no family pays more or less than its obligation under the regulations. HUD regulations specify the sources of income to include and exclude to arrive at a family's annual income.

7.2 ANNUAL INCOME

Annual income includes but is not limited all amounts, monetary or not, which: **(24 CFR 5.609)**

- Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
- Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- Which are not specifically excluded in the income exclusions section of this document;

Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

7.3 ANNUAL INCOME INCLUDES

Annual income includes:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
 - a. NHA will establish its own passbook savings rate according to the guidance provided in HUD Notice PIH 2012-29. At the start of each fiscal year, NHA will review the current Savings National Rate as calculated by the Federal Deposit Insurance Corporation (FDIC). NHA will

then establish a passbook rate that is within 75 basis points (.75 percent) of the current Savings National Rate in effect at the time. At no time will NHA's passbook rate be less than 0 percent. NHA will apply this policy to calculate imputed asset income consistently to all applicants and participants;

4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts [See #15 under Income Exclusions for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.];
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (See #4 under Income Exclusions concerning treatment of lump-sum additions as family assets);
6. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member only to the extent such payments
 - a. Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
 - b. Are not otherwise excluded under in the section on income exclusions.

If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

- a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and
8. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See No. 8 under Annual Income Exclusions concerning pay for exposure to hostile fire.)

7.4 ANNUAL INCOME EXCLUSIONS

Annual Income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
3. Kinship and other similar state guardianship care payments. Kinship care, Kin-GAP, and similar programs funded by states serve as an alternative to foster care placements. The compensation to participating relatives or legal guardians is comparable to the compensation to foster care parents. Payments for the care of foster children (including foster adults) are exempt from income
4. Lump sum additions to family assets, such as inheritances, insurance payments (including payments

under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses if the payments are or will be periodic in nature). (See paragraph 15. below for treatment of delayed or deferred periodic payments of social security or supplemental security income benefits.);

5. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
6. Income of a live-in aide, provided the person meets the definition of a live-in aide;
7. The full amount of student financial assistance paid directly to the student or the educational institution;
8. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
9. Amounts received under training programs funded by HUD;
 - a. Amounts received by a person with a disability 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);
 - b. 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;
 - c. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
 - d. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) 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 the period during which the family member participates in the employment training program;
10. Temporary, non-recurring, or sporadic income (including gifts);
11. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
12. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
13. Adoption assistance payments in excess of \$480 per adopted child;
14. Income received subject to the Earned Income Disallowance, (see section on Earned Income Disallowance)
15. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of

Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts

16. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling apartment;
17. 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;
18. 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 United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. See Exhibits for current list of Federal Income Exclusions)

7.5 ASSET INCOME

The calculation of asset income sometimes requires making a distinction between an asset's market value and its cash value.

- The market value of an asset is its worth in the market (e.g., the amount a buyer would pay for real estate or the total value of an investment account).
- The cash value of an asset is its market value less all reasonable amounts that would be incurred when converting the asset to cash. Reasonable costs that would be incurred when disposing of an asset include, but are not limited to, penalties for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions.

7.5.1 Imputing Income from Assets

When net family assets are \$5,000 or less, include in annual income the actual income anticipated to be derived from the assets. When the family has net family assets in excess of \$5,000, include in annual income the greater of (1) the actual income derived from the assets or (2) the imputed income. Imputed income from assets is calculated by multiplying the total cash value of all family assets by NHA's established passbook savings rate.

7.5.2 Determining Actual Anticipated Income from Assets

It may or may not be necessary to use the value of an asset to compute the actual anticipated income from the asset. When the value is required to compute the anticipated income from an asset, the market value of the asset is used. For example, if the asset is a property for which a family receives rental income, the anticipated income is determined by annualizing the actual monthly rental amount received for the property; it is not based on the property's market value. However, if the asset is a savings account, the anticipated income is determined by multiplying the market value of the account by the interest rate on the account.

7.5.3 Lump-Sum Receipts

Payments that are received in a single lump sum, such as inheritances, capital gains, lottery winnings, insurance settlements, and proceeds from the sale of property, are generally considered assets, not income. However, such lump-sum receipts are counted as assets only if they are retained by a family in a form recognizable as an asset (e.g., deposited in a savings or checking account).

7.6 TYPES OF ASSETS



7.6.1 Checking and Savings Accounts

For regular checking accounts and savings accounts, *cash value* has the same meaning as *market value*. If a checking account does not bear interest, the anticipated income from the account is zero.

In determining the value of a checking account, use the average monthly balance for the last six months. If the average 6 month balance cannot be obtained use the average of the opening and closing balance on the most current statement.

In determining the value of a savings account, use the current balance.

In determining the anticipated income from an interest-bearing checking or savings account, multiply the value of the account by the current rate of interest paid on the account.

7.6.2 Investment Accounts Such as Stocks, Bonds, Saving Certificates, and Money Market Funds

Interest or dividends earned by investment accounts are counted as actual income from assets even when the earnings are reinvested. The cash value of such an asset is determined by deducting from the market value any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash.

In determining the market value of an investment account, use the value of the account on the most recent investment report.

How anticipated income from an investment account will be calculated depends on whether the rate of return is known. For assets that are held in an investment account with a known rate of return (e.g., savings certificates), asset income will be calculated based on that known rate (market value multiplied by rate of earnings). When the anticipated rate of return is not known (e.g., stocks), calculate asset income based on the earnings for the most recent reporting period.

7.6.3 Equity in Real Property or Other Capital Investments

Equity (cash value) in a property or other capital asset is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset

In determining the equity, determine market value by examining recent sales of at least three properties in the surrounding or similar neighborhood that possess comparable factors that affect market value.

First use the payoff amount for the loan (mortgage) as the unpaid balance to calculate equity. If the payoff amount is not available, use the basic loan balance information to deduct from the market value in the equity calculation.

Equity in real property and other capital investments is considered in the calculation of asset income **except** for the following types of assets:

- Equity accounts in HUD homeownership programs]
- Equity in real property when a family member's main occupation is real estate. This real estate is considered a business asset, and income related to this asset will be calculated as business income.
- Interests in Indian Trust lands
- Real property and capital assets that are part of an active business or farming operation

For the purposes of calculating expenses to convert to cash for real property, NHA will use ten percent of the market value of the home.

A family may have real property as an asset in two ways: (1) owning the property itself and (2) holding a mortgage or deed of trust on the property. In the case of a property owned by a family member, the anticipated asset income generally will be in the form of rent or other payment for the use of the property. If the property generates no income, actual anticipated income from the asset will be zero.

7.6.4 Trusts

A *trust* is a legal arrangement generally regulated by state law in which one party (the creator or grantor) transfers property to a second party (the trustee) who holds the property for the benefit of one or more third parties (the beneficiaries).

Revocable Trusts

If any member of a family has the right to withdraw the funds in a trust, the value of the trust is considered an asset. Any income earned as a result of investment of trust funds is counted as actual asset income, whether the income is paid to the family or deposited in the trust.

Non-revocable Trusts

In cases where a trust is not revocable by, or under the control of, any member of a family, the value of the trust fund is not considered an asset. However, any income distributed to the family from such a trust is counted as a periodic payment or a lump-sum receipt, as appropriate.

7.6.5 Retirement Accounts

Company Retirement/Pension Accounts

In order to correctly include or exclude as an asset any amount held in a company retirement or pension account by an employed person, NHA must know whether the money is accessible before retirement.

While a family member is employed, only the amount the family member can withdraw without retiring or terminating employment is counted as an asset.

After a family member retires or terminates employment, any amount distributed to the family member is counted as a periodic payment or a lump-sum receipt, as appropriate, except to the extent that it represents funds invested in the account by the family member. The balance in the account is counted as an asset only if it remains accessible to the family member.

IRA, Keogh, and Similar Retirement Savings Accounts

IRA, Keogh, and similar retirement savings accounts are counted as assets even though early withdrawal would result in a penalty.

7.6.6 Personal Property

Personal property held as an investment, such as gems, jewelry, coin collections, antique cars, etc., is considered an asset.

In determining the value of personal property held as an investment, use the family's estimate of the value. NHA may obtain an appraisal if there is reason to believe that the family's estimated value is off by \$50 or more. The family must cooperate with the appraiser but cannot be charged any costs related to the appraisal.

Necessary personal property consists of only those items not held as an investment. It may include clothing, furniture, household furnishings, jewelry, and vehicles, including those specially equipped for persons with disabilities.

7.6.7 Life Insurance

The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy is included in the calculation of the value of the family's assets. The cash value is the surrender value. If such a policy earns dividends or interest that the family could elect to receive, the anticipated amount of dividends or interest is counted as income from the asset whether or not the family actually receives it.

7.7 EARNED INCOME DISALLOWANCE

The earned income disallowance (EID) encourages people to enter the work force by not including the full value of increases in earned income for a period of time. On April 7, 2016, under the PIH Notice on Streamlining Administrative Regulations for Programs Administered by Public Housing Agencies, HUD revised the Earned Income Disallowance calculation and time frames. Families that currently benefit from the EID, or who become eligible prior to the effective date of EID changes to this ACOP are eligible to receive the EID benefit for 24 months over a 48-month period, as was in effect prior to the effective date of this provision.

While qualification for the disallowance is the same for all families, calculation of the disallowance will differ depending on when the family member qualified for the EID. Residents qualifying prior to January 1, 2019 will have the disallowance calculated under the "Original Calculation Method" described below, which requires a maximum lifetime disallowance period of up to 48 consecutive months. Residents qualifying on or after January 1, 2019 will be subject to the "Revised Calculation Method," which shortens the lifetime disallowance period to 24 consecutive months

7.7.1 Eligibility

This disallowance applies only to individuals in families already participating in the Public Housing program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

1. Employment of a family member who was previously unemployed for one or more years prior to employment. *Previously unemployed* includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.
2. Increased earnings by a family member whose earnings increase during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families [24 CFR 5.603(b)].
3. New employment or increased earnings by a family member who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least \$500.

7.7.2 Calculation of the Disallowance – Revised Method

Once a family member is determined to be eligible for the EID, the 24–calendar month period starts. This calculation applies only to residents who qualified for the EID on or after January 1, 2019.

- If the family member discontinues the employment that initially qualified the family for the EID, the 24–calendar month period continues;



- During the 24–calendar month period, EID benefits are recalculated based on changes to family member income and employment (no change from current practice);
- During the first 12 calendar month period, NHA will exclude all increased income resulting from the qualifying employment of the family member;
- During the second 12 calendar month period, NHA will exclude 50% of all increased income resulting from the qualifying employment of the family member;
- The EID benefit is limited to a lifetime 24-month period for the qualifying family member;
- At the end of the 24 calendar months, the EID ends regardless of how many months were “used.”

The table below includes an example of how the revised EID calculation works.

<u>Time Frame</u>	<u>EID Under this Regulation</u>
<ul style="list-style-type: none"> • January 2017 (month one) 	<ul style="list-style-type: none"> • Carl begins working and is eligible for EID.
<ul style="list-style-type: none"> • July 2017 (month seven) 	<ul style="list-style-type: none"> • 100% of Carl's increase in earned income is excluded. • Carl is laid off. • EID “clock” continues to run.
<ul style="list-style-type: none"> • February 2018 (month 14) 	<ul style="list-style-type: none"> • Carl begins working again. • 50% of the increase in earned income due to Carl's employment is excluded. • Carl did not receive the full 12 months of 100% exclusion because he went back to work after the first 12 month calendar period from when the EID started. He will only receive the 50% exclusion through the end of the second 12 calendar month period.
<ul style="list-style-type: none"> • December 2018 (month 24) 	<ul style="list-style-type: none"> • This is the final month during which Carl receives his EID benefit.

7.7.3 Applicability of the EID to Training Income Exclusions

If a resident meets the criteria for the mandatory earned income disallowance as outlined in 24 CFR 960.255, and as amended, NHA shall not deny a resident the disallowance based on the resident's receipt of any prior training income exclusion.

7.7.4 Applicability of the EID to Child Care and Disability Assistance Expense Deductions

The amount deducted for child care and disability assistance expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for families entitled to the earned income disallowance, the amounts of the full and phase-in exclusions from income shall not be used in determining the cap for child care and disability assistance expense deductions.

7.7.5 Calculation of the Disallowance – Original Method

This method applies only to residents who qualified for the EID before January 1, 2019.

Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with his or her "prior income." NHA defines prior income, or prequalifying income, as the family member's last certified income prior to qualifying for the EID.

The family member's prior, or prequalifying, income remains constant throughout the period that he or she is receiving the EID.

During the initial 12-month exclusion period, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded. The 12 months are cumulative and need not be consecutive. The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

During the second 12-month exclusion period, the exclusion is reduced to half (50 percent) of any increase in income attributable to employment or increased earnings. The 12 months are cumulative and need not be consecutive.

The EID has a four-year (48-month) lifetime maximum. The four-year eligibility period begins at the same time that the initial exclusion period begins and ends 48 months later. The one-time eligibility for the EID applies even if the eligible individual begins to receive assistance from another housing agency, if the individual moves between Public Housing and Section 8 assistance, or if there are breaks in assistance.

During the 48-month eligibility period, NHA will conduct an interim recertification each time there is a change in the family member's annual income that affects or is affected by the EID (e.g., when the family member's income falls to a level at or below his/her prequalifying income, when one of the exclusion periods ends, and at the end of the lifetime maximum eligibility period).

7.8 HOUSEHOLD COMPOSITION AND INCOME

Income received by all family members must be counted unless specifically excluded by the regulations. It is the responsibility of the head of household to report changes in family composition. The rules on which sources of income are counted vary somewhat by family member. The chart below summarizes how family composition affects income determinations.

Summary of Income Included and Excluded by Person	
Live-in aides	Income from all sources is excluded [24 CFR 5.609(c)(5)].
Foster child or foster adult	Income from all sources is excluded [24 CFR 5.609(a)(1)].
Head, spouse, or co-head Other adult family members	All sources of income not specifically excluded by the regulations are included.
Children under 18 years of age	Employment income is excluded [24 CFR 5.609(c)(1)]. All other sources of income, except those specifically excluded by the regulations, are included.
Full-time students 18 years of age or older (not head, spouse, or co-head)	Employment income above \$480/year is excluded [24 CFR 5.609(c)(11)]. All other sources of income, except those specifically excluded by the regulations, are included.

7.9 TEMPORARILY ABSENT FAMILY MEMBERS AND INCOME

The income of family members approved to live in the apartment will be counted, even if the family member is temporarily absent from the apartment.

Generally an individual who is or is expected to be absent from the assisted apartment for 90 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is expected to be absent from the assisted apartment for more than 90 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

7.10 ABSENT STUDENTS

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to NHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

7.11 ABSENCES DUE TO PLACEMENT IN FOSTER CARE

Children temporarily absent from the home as a result of placement in foster care are considered members of the family [24 CFR 5.403]. If a child has been placed in foster care, NHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

7.12 ABSENCE DUE TO EMPLOYMENT

An employed adult household member absent from the apartment more than 90 consecutive days due to employment will continue to be considered a family member; however if absent due to employment for more than 180 consecutive days, the family member will be considered to be permanently absent and will be removed from the lease.

7.13 INDIVIDUALS ABSENT FOR MEDICAL REASONS

An individual who is in a nursing home or hospital on a permanent basis is not considered a family member.

If there is a question about the status of a family member, NHA will request verification from a responsible medical professional and will use this determination in making a decision on whether to remove the family member from the Lease. If a family member is absent from the apartment for medical reasons for more than 180 consecutive days, NHA will consider this family member permanently absent and will remove the family member from the household. NHA will review exceptions to this policy on a case by case basis.

7.14 JOINT CUSTODY OF CHILDREN

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or resident family 50 percent or more of the time. When more than one applicant or assisted family (regardless of program) are claiming the same dependents as family members, the family with primary custody at the time of the admission or recertification will be able to claim the dependents. If there is a dispute about which family should claim them, NHA will make the determination based on available documents such as court orders, or an IRS tax return showing which family has claimed the child for income tax purposes.

7.15 CARETAKER OF A CHILD

The approval of a caretaker is at NHA's discretion and subject to NHA's screening criteria. If neither a parent nor a designated guardian remains in a household receiving assistance, NHA will take the following actions:

1. If a responsible agency has determined that another adult is to be brought into the apartment to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.
2. If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 days. After the 90 days has elapsed, the caretaker must provide documentation of temporary or permanent custody arrangement. If the caretaker will have permanent custody and wishes to be considered a family member, the caretaker will be subject to NHA screening requirements, unless information is provided that would confirm that the caretaker's role is temporary. In such cases NHA will extend the caretaker's status as an eligible visitor.
3. At any time that custody or guardianship legally has been awarded to a caretaker, the lease will be transferred to the caretaker, as head of household, subject to meeting NHA's eligibility screening requirements. Caretaker must provide legal custody papers to verify legal guardianship.
4. During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

7.16 DETERMINING ANNUAL INCOME

Annual income means all amounts, monetary or not, that:

- Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; and
- Are based on, at the time of admission, recertification, or interim recertification:
 - Actual income being received (projected forward for a 12-month period); or
 - Past actual income received or earned within the last 12 months of the determination date when:
 - The family reports little or no income; and
 - NHA is unable to determine annual income due to fluctuations in income (i.e., seasonal or cyclical income);

- Annual income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

7.17 SEASONAL INCOME

People in some occupations regularly work less than 12 months per year, i.e., school employees, agricultural workers and construction workers. For individuals who have seasonal income, NHA will use past actual income received or earned within the last 12 months of the determination date. Therefore, interim recertifications will not be completed when circumstances change. Exceptions may be made on a case by case basis. Documentation may include, but is not limited to DOL (applicants) EIV, W-2 forms and tax returns.

Example

Mary is a teacher with the ABC school district, earning \$2,000 per month. She works this job for nine months a year. At the time of her regular recertification Mary is not working. NHA requests that Mary provide her W-2s for the prior year and also runs EIV. The W-2s show annual income of \$22,000 for the prior year and the tenant does not dispute the EIV report. NHA would use the written third party verification provided by the tenant (W-2s) \$22,000 for annual income.

7.18 USING UP-FRONT INCOME

Up-Front Income Verification (UIV) is “the verification of income, before or during a family recertification, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals”

NHA procedures for verifying and calculating annual income will include the use of UIV methods approved by HUD in conjunction with family-provided documents dated within 60 days from the date they are provided to NHA.

NHA will use a difference of \$200 or more per month to determine when a substantial difference exists between family provided information and third party verifiers.

- If UIV information for a particular income source differs from the information provided by a particular income source by \$200 or more per month, NHA will request another form of third-party written verification and use any other verification methods (in priority order) to reconcile the difference(s)

7.19 ROUNDING OF INCOME AND DEDUCTIONS

Generally NHA will round to the nearest whole dollar at the final calculation for each income/deduction source.

NHA will round as follows for the following income and deductions:

- Social Security Income: When the SS benefit letter states that the monthly benefit is rounded down to the whole dollar, NHA will calculate income by using the full gross monthly benefit and rounding at the annual calculation. This methodology will be applied to all SS benefits whether or not there are any deductions applied. For example if the full monthly benefit is \$547.90 and the monthly medical insurance premium is \$66.60, annual income is: $\$547.90 \times 12 = \6574.80 which is rounded to \$6575..

- Other Income/Deduction Sources **which include direction on rounding:** Where the income/deduction verification document has direction on rounding of income/deductions, NHA will follow the direction on the verification document to calculate annual income and/or deductions.
- Income/Deduction Sources with **NO direction on rounding:** If the income/benefit/deduction verification document does not include any direction concerning rounding, NHA will calculate income/benefit/deductions by annualizing the entire weekly, bi-weekly or monthly income/benefit/deduction. Once the annual amount is calculated, NHA will round to the nearest whole dollar. For example, if the weekly income is \$300.10, annual income is $\$300.10 \times 52 = \$15,605.20$ which is rounded to \$15,605.

7.20 ADJUSTED INCOME

HUD regulations require NHA to deduct from annual income any of five mandatory deductions for which a family qualifies. The resulting amount is the family's adjusted income.

7.21 MANDATORY DEDUCTIONS

Mandatory Deductions (24 CFR 5.611)

In determining adjusted income, NHA will deduct the following amounts from annual income:

- (1) \$480 for each dependent;
- (2) \$400 for any elderly family or disabled family;
- (3) The sum of the following, to the extent the sum exceeds three percent of annual income:
 - (i) Unreimbursed medical expenses of any elderly family or disabled family;
 - (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and
- (4) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.

7.21.1 Dependent Deduction

A deduction of \$480 is taken for each dependent [24 CFR 5.611(a)(1)]. Dependent is defined as any family member other than the head, spouse, or co-head who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student. Foster children, foster adults, and live-in aides are never considered dependents [24 CFR 5.603(b)].

7.21.2 Elderly or Disabled Family Deduction

A single deduction of \$400 is taken for any elderly or disabled family [24 CFR 5.611(a)(2)]. An elderly family is a family whose head, spouse, co-head, or sole member is 62 years of age or older, and a disabled family is a family whose head, spouse, co-head, or sole member is a person with disabilities [24 CFR 5.403].

7.21.3 Medical Expense Deduction

Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent of annual income. [24 CFR 5.611(a)(3)(i)]

The medical expense deduction is permitted only for families in which the head, spouse, or co-head is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted [VG, p. 28].

HUD regulations define medical expenses at 24 CFR 5.603(b) to mean “medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.”

The most current IRS Publication 502, Medical and Dental Expenses, will be used to determine the costs that qualify as medical expenses.

Summary of Allowable Medical Expenses from IRS Publication 502	
<ul style="list-style-type: none"> • Services of medical professionals • Surgery and medical procedures that are necessary, legal, non-cosmetic • Services of medical facilities • Hospitalization, long-term care, and in-home nursing services • Prescription medicines and insulin, but not nonprescription medicines even if recommended by a doctor • Improvements to housing directly related to medical needs (e.g., ramps for a wheel chair, handrails) 	<ul style="list-style-type: none"> • Substance abuse treatment programs • Psychiatric treatment • Ambulance services and some costs of transportation related to medical expenses • The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth) • Cost and continuing care of necessary service animals • Medical insurance premiums or the cost of a health maintenance organization (HMO)
<p>Note: This chart provides a summary of eligible medical expenses only. Detailed information is provided in IRS Publication 502. Medical expenses are considered only to the extent they are not reimbursed by insurance or some other source.</p>	

7.21.4 Disability Assistance Expense Deduction

Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they: (1) are necessary to enable a family member 18 years or older to work, (2) are not paid to a family member or reimbursed by an outside source, (3) in combination with any medical expenses, exceed three percent of annual income, and (4) do not exceed the earned income received by the family member who is enabled to work. [24 CFR 5.603(b) and 24 CFR 5.611(a)(3)(ii)]

Earned Income Limit on the Disability Assistance Expense Deduction:

A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work [24 CFR 5.603(b)].

The disability expense deduction is capped by the amount of “earned income received by family members who are 18 years of age or older and who are able to work” because of the expense [24 CFR 5.611(a)(3)(ii)]. The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family’s request, NHA will consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work.



When NHA determines that the disability assistance expenses enable more than one family member to work, the disability assistance expenses will be capped by the sum of the family members' incomes [PH Occ GB, p. 124].

Eligible Disability Expenses

Expenses incurred for maintaining or repairing an auxiliary apparatus are eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

Eligible Attendant Care

The family determines the type of attendant care that is appropriate for the person with disabilities. Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.

Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

Payments to Family Members

No disability expenses may be deducted for payments to a member of a resident family [23 CFR 5.603(b)]. However, expenses paid to a relative who is not a member of the resident family may be deducted if they are reimbursed by an outside source.

Necessary and Reasonable Expenses

The family determines the type of care or auxiliary apparatus to be provided and must describe how the expenses enable a family member to work. The family must certify that the disability assistance expenses are necessary and are not paid or reimbursed by any other source.

7.21.5 Child Care Expense Deduction

HUD defines child care expenses at 24 CFR 5.603(b) as "amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income."

Child care expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family's household [VG, p. 26]. However, child care expenses for foster children that are living in the assisted family's household, are included when determining the family's child care expenses.

Determining Who Is Enabled to Pursue an Eligible Activity

The family must identify the family member(s) enabled to pursue an eligible activity. The term eligible activity in this section means any of the activities that may make the family eligible for a child care deduction (seeking work, pursuing an education, or being gainfully employed).

In evaluating the family's request, NHA will consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the relationship of the

family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Seeking Work

If the child care expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member's efforts to obtain employment at each recertification. The deduction may be reduced or denied if the family member's job search efforts are not commensurate with the child care expense being allowed by NHA.

Furthering Education

If the child care expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed.

Being Gainfully Employed

If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

Earned Income Limit on Child Care Expense Deduction

When a family member looks for work or furthers his or her education, there is no cap on the amount that may be deducted for child care – although the care must still be necessary and reasonable. However, when child care enables a family member to work, the deduction is capped by “the amount of employment income that is included in annual income” [24 CFR 5.603(b)]. The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied.

When the person who is enabled to work is a person who receives the earned income disallowance (EID) or a full-time student whose earned income above \$480 is excluded, child care costs related to enabling a family member to work may not exceed the portion of the person's earned income that actually is included in annual income. For example, if a family member who qualifies for the EID makes \$15,000 but because of the EID only \$5,000 is included in annual income, child care expenses are limited to \$5,000.

When the child care expense being claimed is to enable a family member to work, only one family member's income will be considered at a time.

Eligible Child Care Expenses

The type of care to be provided is determined by the resident family. NHA will not refuse to give a family the child care expense deduction because there is an adult family member in the household that may be available to provide child care.

Allowable Child Care Activities

For school-age children, costs attributable to public or private school activities during standard school hours are not considered. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of child care.

The costs of general housekeeping and personal services are not eligible. Likewise, child care expenses paid to a family member who lives in the family's apartment are not eligible; however, payments for child care to relatives who do not live in the apartment are eligible.

Necessary and Reasonable Costs

Child care expenses will be considered necessary if: (1) a family adequately explains how the care enables a family member to work, actively seek employment, or further his or her education, and (2) the

family certifies, and the child care provider verifies, that the expenses are not paid or reimbursed by any other source.

Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time..

To establish the reasonableness of child care costs, NHA will use the schedule of child care costs from the local welfare agency. Families may present, and NHA will consider, justification for costs that exceed typical costs in the area.

CHAPTER 8: RENT

8.1 FAMILY CHOICE IN RENTS

Once each year, beginning with admission, NHA will offer families the choice between a Flat Rent and an income-based rent. NHA may not offer this choice more than once a year. **[24 CFR 960.253(a) and (e)]**

The annual NHA offer to a family of the choice between flat and income-based rent will be conducted at each annual recertification. If the family chose the Flat Rent for the previous year NHA is required to provide an income-based rent amount only in the year that a recertification of income is conducted or if the family specifically requests it and submits updated income information.

8.2 INCOME BASED RENT CALCULATION

The first step in calculating income-based rent is to determine each family's Total Tenant Payment (TTP).

TTP is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income
- 10 percent of the family's monthly gross income
- The minimum rent which is set at \$50

8.3 RESIDENT RENT

1. If the family is occupying an apartment that has resident-paid utilities, the utility allowance is subtracted from the TTP. The result of this calculation, if a positive number, is the resident rent.
2. If the TTP is less than the utility allowance, the result of this calculation is a negative number, and is called the utility reimbursement, which NHA pays directly to the utility company. **TTP Formula [24 CFR 5.628]**
3. In developments where NHA pays all utility bills directly to the utility supplier, Resident Rent equals Total Tenant Payment. **24 CFR § 5.634**

8.4 MINIMUM RENT

The minimum rent shall be \$50 per month. **[24 CFR 5.630]**

8.5 MINIMUM RENT HARDSHIP EXEMPTION

NHA will grant an exemption from the minimum rent if a family can document that they are unable to pay the minimum rent because of a long term hardship (over 90 days). The financial hardship exemption applies only to families required to pay the minimum rent. If a family's TTP is higher than the minimum rent, the family is not eligible for a hardship exemption. **(24 CFR 5.630)**



Situations under which residents would qualify for the hardship exemption from minimum rent are limited to the following:

- a. The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
- b. The family would be evicted as result of the imposition of the minimum rent requirements;
- c. The income of the family has decreased because of changed circumstances, including loss of employment;
- d. A death in the family has occurred;

To qualify for a hardship exemption, a family must submit a written request for a hardship exemption.. The request must explain the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent. NHA may make exceptions for requests received orally when and if a resident is confined and unable to make a written request.

8.6 DETERMINATION OF RENT HARDSHIP EXEMPTION

When a family requests a financial hardship exemption, NHA will suspend the minimum rent requirement beginning the first of the month following the family's request. NHA will then determine whether the financial hardship exists and whether the hardship is temporary or long-term.

NHA defines temporary hardship as a hardship expected to last 90 days or less. Long term hardship is defined as a hardship expected to last more than 90 days. When the minimum rent is suspended, the TTP reverts to the highest of the remaining components of the calculated TTP. See the example below. In this case the family with no hardship would pay the \$50 minimum rent. The family with an approved hardship would pay the highest of 30% of monthly adjusted income (\$25) or 10% of gross monthly income (\$12).

Example: Impact of Minimum Rent Exemption			
Minimum rent of \$50.			
Family Share – No Hardship		Family Share – With Hardship	
\$25	30% of adjusted monthly income	\$25	30% of adjusted monthly income
\$12	10% of gross monthly income	\$12	10% of gross monthly income
\$50	Minimum rent	\$50	Minimum rent
Minimum rent applies. TTP = \$50		Hardship exemption granted. TTP = \$25	

8.6.1 No Financial Hardship

If NHA determines there is no financial hardship, NHA will reinstate the minimum rent and require the family to repay the amounts suspended. NHA will require the family to repay the suspended amount within 30 calendar days of NHA's notice that a hardship exemption has not been granted.

8.6.2 Temporary Hardship

If NHA determines that a qualifying financial hardship is temporary, NHA will reinstate the minimum rent from the beginning of the first of the month following the date of the family's request for a hardship exemption.

The family must resume payment of the minimum rent and must repay NHA the amounts suspended in accordance within thirty calendar days of NHA's Notice that the hardship has been ruled temporary.

8.6.3 Long-Term Hardship

If NHA determines that the financial hardship is long-term, NHA will exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the



month following the family's request until the end of the qualifying hardship. When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent.

The hardship period ends when any of the following circumstances apply:

1. At an interim or annual recertification, the family's calculated TTP is greater than the minimum rent;
2. For hardship conditions based on loss of income, the hardship condition will continue to be recognized until new sources of income are received that are at least equal to the amount lost. For example, if a hardship is approved because a family no longer receives a \$60/month child support payment, the hardship will continue to exist until the family receives at least \$60/month in income from another source or once again begins to receive the child support.

8.7 FLAT RENT

The Flat Rent is designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient. There is no utility reimbursement with Flat Rents. When the family elects to pay the Flat Rent, the Flat Rent amount quoted to the family by NHA is the amount the family pays. Changes in family income, expenses, or composition will not affect the Flat Rent amount because it is outside the income-based formula. [24 CFR 960.253(b)]. NHA will set the flat rental amount for each public housing unit that complies with the requirement that all flat rents be set at no less than 80% of the applicable Fair Market Rent (FMR) adjusted, if necessary, to account for reasonable utilities costs. The new flat rental amount will apply to all new program admissions processed on or after October 1, 2014. The new flat rental amount will also apply to existing residents whether or not they are currently paying flat rent, who move to a new unit with a lease processing date on or after October 1, 2014. Finally, the new flat rental amount will apply to existing residents, not paying flat rent, who on or after October 1, 2014 elect to switch from income based rent to flat rent.

NHA will place a cap on any annual increase in a family's rental payment that exceeds 35%, and is a result of changes to the flat rental amount as follows:

- Multiply the existing flat rental payment by 1.35 and compare that to the updated flat rental amount;
 - NHA will present two rent options to the family as follows:
 - The lower of the product of the calculation and the updated flat rental amount; and
 - The income based rent.
1. Flat Rents are market-based rents.
 2. Flat Rents vary by apartment size and type and also by development location.
 3. NHA will not provide utility reimbursements for families on flat rents. An apartment with resident-paid utilities should have a lower Flat Rent than the same apartment with project-paid utilities.

8.8 DEVELOPING FLAT RENT SCHEDULES

NHA may take the following information into account in developing its Flat Rent Schedule:

- Fair Market Rents for NHA's jurisdiction
- Rents of non-assisted rental units in the immediate neighborhood
- Whether utilities are resident-paid or project-paid
- Size of NHA's units compared to non-assisted rental units from the neighborhood
- Age, type of apartment and condition of NHA's units compared to non-assisted rental units from the neighborhood
- Land use in the surrounding neighborhood
- Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/ job

- training programs, etc.) at NHA's properties and in the surrounding neighborhood
- Crime in NHA's developments and the surrounding neighborhood
- Quality of local schools serving each NHA development
- Availability of public transportation at each NHA development
- Availability of accessible units for persons with mobility impairments

8.9 ANNUAL UPDATE OF FLAT RENTS

NHA shall review the Flat Rent structure and Fair Market Rents annually and adjust the rents as needed. Annual flat rent increases will be limited to 35 percent of the existing flat rent amount. Where applicable, increases to bring the NHA's existing flat rent up to 80% of the FMR, will be phased in.

1. Flat Rents may either be increased or decreased based on the fair market rents and FMRs for NHA's jurisdiction.
2. When a resident chooses Flat Rent, his/her rent shall be adjusted only at the next annual rent update reexamination/ recertification rather than at the point the Flat Rent may change. Changes to Flat Rents, up or down, will not affect families paying Flat Rent until their next annual rent update, at which time the family will be given the choice of switching back to income-based rent or of remaining on Flat Rent at the current (most recently adjusted) Flat Rent for their apartment [PH Occ GB, pp. 137-138].
3. As flat rent updates will be determined annually, based on changes to Fair Market Rents (FMR), and resident rent updates will occur on the annual rent update anniversary, there may be times that residents on flat rent are paying more or less than 80% of the Fair Market Rent, depending on the change to the FMR.

8.10 CHOICE OF RENT

Once a year, NHA will give each family the opportunity to choose between the two methods for determining the amount of tenant rent payable monthly by the family. The family may choose to pay as tenant rent either a flat rent as determined in accordance with NHA's flat rent schedules, or an income-based rent. NHA will require families to submit their choice of flat or income-based rent in writing and will maintain such requests in the resident file **[24 CFR 960.253(a) and (e)]**

If the family chose a flat rent for the previous year, NHA will provide the amount of income-based rent for only the year NHA conducts an income reexamination or if the family specifically requests it and submits updated income information. For a family that chooses the flat rent option, NHA will conduct a reexamination of family income at least once every three years.

8.11 SWITCHING FROM FLAT RENT TO INCOME BASED RENT DUE TO HARDSHIP

Upon determination that a financial hardship exists and will last more than 30 days, NHA will allow the family to switch from Flat Rent to the income-based rent. **[24 CFR 960.253(f)]**

1. If a resident who opted for Flat Rent experiences a decrease in income, Management will perform an Interim Recertification of Income.
2. If the reduction in income will last more than 30 calendar days, Management will reduce rent to the income-based rent based on verified income information.



3. If the Resident's income rises again before the annual recertification, the resident can be placed on a Ceiling with a utility allowance (if applicable) that is the equivalent of the Flat Rent.

Reasons for financial hardship include:

- The family has experienced a decrease in income because of changed circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance
- The family has experienced an increase in expenses, because of changed circumstances, for medical costs, child care, transportation, education, or similar items
- Such other situations determined by NHA to be appropriate.

8.12 RECERTIFICATION OF FAMILIES ON FLAT RENTS

Families paying Flat Rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an Annual Recertification in order to ensure that apartment size is still appropriate and Community Service requirements (if applicable) are met. **24 CFR § 960.257 (a)(2)**

8.13 FLAT RENTS AND EARNED INCOME DISALLOWANCE

1. Because the EID is a function of income-based rents, a family paying Flat Rent cannot qualify for the EID even if a family member experiences an event that would qualify the family for the EID.
2. If the family later chooses to pay income-based rent, they would only qualify for the EID if a new qualifying event occurred.
3. A family currently paying Flat Rent that previously qualified for the EID while paying income-based rent and is currently within their 24 month period would have the 12 cumulative months of full (100 percent) and phase-in (50 percent) exclusion continue while paying Flat Rent as long as the employment that is the subject of the exclusion continues, and the 24-month lifetime limit would continue uninterrupted. A family paying Flat Rent could therefore see a family member's 24-month lifetime limit expire while the family is paying Flat Rent.

8.14 FLAT RENTS AND MIXED FAMILIES

HUD regulations prohibit assistance to ineligible family members. A *mixed family* is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. NHA will prorate the assistance provided to a mixed family. NHA will first determine TTP as if all family members were eligible and then prorate the rent based upon the number of family members that actually are eligible. To do this, NHA will:

- (1) Subtract the TTP from the flat rent applicable to the unit. The result is the maximum subsidy for which the family could qualify if all members were eligible.
- (2) Divide the family maximum subsidy by the number of persons in the family to determine the maximum subsidy per each family member who is eligible (member maximum subsidy).
- (3) Multiply the member maximum subsidy by the number of eligible family members.
- (4) Subtract the subsidy calculated in the last step from the flat rent. This is the prorated TTP

- (5) Subtract the utility allowance for the unit from the prorated TTP. This is the prorated rent for the mixed family.
- (6) When the mixed family's TTP is greater than the applicable flat rent, use the TTP as the prorated TTP. The prorated TTP minus the utility allowance is the prorated rent for the mixed family

Revised public housing flat rents will be applied to a mixed family's rent calculation at the first annual reexamination after the revision is adopted.

An example of the rent calculation for mixed families is provided below.

Family of 4 with an annual income of \$20,000, and one family member that is not eligible to receive subsidy. The flat rent is \$600. The applicable utility allowance is \$100 per month.

Steps	Calculation
Step 1: Determination of TTP	\$500
Step 2: Determination of Maximum Rent	Applicable flat rent
Step 3: Determination of Family Maximum Subsidy	\$600 – \$500 = \$100
Step 4: Determination of Member Maximum Subsidy	\$100 \ 4 = \$25
Step 5: Determination of Eligible Subsidy	3 * \$25 = \$75
Step 6: Determination of Mixed- Family TTP	\$600 – \$75 = \$525

Step 7: Determination of Mixed- Family Rent \$525 – \$100 = \$425

8.15 RENT PAYMENTS

1. Rent is due on the first business day of the month.

2. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.
3. Effective September 1, 2015, rent payment will be exclusively accepted in the management office at the AMP for the development. The management office will accept all rental payments and must be made in the form of a money order or check. NHA will not accept cash. Automatic debit payments and on-line payments are no longer an option.
4. NHA will apply payment to the oldest rent due and to Additional Charges only after all outstanding rent is paid.
5. If the family's resident rent changes, NHA will notify the family of the new amount and the effective date by sending a "Rider to the Lease" which must be signed by the Head of Household.
6. NHA will not accept partial rent payments. However, in the event NHA does accept a partial payment of Resident Rent, that acceptance will not waive or otherwise foreclose any rights and remedies NHA has pursuant to the Lease, including without limitation, the right to seek Resident Rent paid in full and to initiate termination proceedings in accordance with the Lease.
7. NHA may charge a replacement fee of \$10.00 for any lost cards issued by NHA for the electronic payment of rent at the management office and/or off-site rent payment locations.
8. Families may be charged transaction fees for rental payments made at off-site locations, online and/or telephone rental payments. These fees are charged by the vendor accepting payment and not the NHA.
9. Rental payments made at off-site payment locations will be subject to the following charges: \$2.00 transaction fee for payment at an off-site payment location; \$5.99 transaction fee for online and telephone rental payments. These fees are charged by the vendor accepting payment and not the NHA.

8.16 LATE FEES AND NON-PAYMENTS

1. A charge of \$10.00 will be made for rent postmarked after the fifth business day of the month. If the fifth business day of month is a weekend or holiday, the late charge will be assessed if the rent is received after 5:00 PM on the first business day thereafter. **[24 CFR 966.4(b)(3)]**. As used in this section, "business day" shall mean any day other than a Saturday, Sunday or State or federal holiday.
2. If a family requests a grievance hearing within the required time frame, NHA will not take action on non-payment of the late charge until conclusion of the grievance process. If the resident can document financial hardship, the late fee **MAY** be waived on a case by case basis.
3. Charges in addition to rent are due on the first of the following month after the resident receives NHA's written notice of the charge, provided this includes at least two weeks' notice to the resident. **[24 CFR 966.4(b)(4)]**.
4. When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and NHA will charge the resident the full amount charged by NHA's bank for the returned check. The fee will be due and payable the first business day of the following month, provided this includes at least two weeks' notice to the resident. When a check is returned for



insufficient funds, the family shall be required to make all future payments by cashier's check or money order.

5. NHA will send a Notice to Cease if a household has been late with rent four times in a twelve month period. If the household does not submit timely rent at any time during the twelve month period after the Notice to Cease, NHA will initiate termination proceedings.
6. NHA may post brightly colored envelopes on all household doors whose rents are not paid by the fifth of the month. The notices will either be folded or placed in an envelope to maintain resident privacy.
7. NHA will apply payment to the oldest rent due and to additional charges only after all outstanding rent is paid.
8. NHA, on a case by case basis, will request a Use and Occupancy Agreement from the Court in order to collect rent from tenants who have court proceeding in process.
9. If NHA does not recertify a resident due to court proceedings and the resident's income decreased during the court proceedings, NHA will process all applicable retroactive rent decreases upon conclusion of the court proceedings. NHA will require residents to report and provide documentation of applicable changes in income and family composition according to NHA policy during court proceedings.

CHAPTER 9: VERIFICATION

NHA must verify all information that is used to establish the family's eligibility and level of assistance. NHA is required to obtain the family's consent to collect the information. Applicants and residents must cooperate with the verification process as a condition of receiving assistance.

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the record keeping policies established by NHA.

Where HUD table of acceptable verification differs from NHA verification requirements, NHA verification requirements will apply.

9.1 CONSENT TO RELEASE OF INFORMATION

The family must supply any information that NHA or HUD determines is necessary to the administration of the program and must consent to NHA verification of that information [24 CFR 960.259(a)(1)].

It is required that all adult applicants and residents sign form HUD-9886, Authorization for Release of Information. Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. **[24 CFR 960.259, 24 CFR 5.230]**

9.2 PENALTIES FOR FAILING TO CONSENT

If any family member who is required to sign a consent form fails to do so, NHA will deny admission to applicants and terminate the lease of residents. The family may request a hearing in accordance with NHA's grievance procedures. **[24 CFR 5.232]**

9.3 HIERARCHY OF VERIFICATION

NHA may use six methods to verify family information. In general NHA will use the most reliable form of verification that is available and will document the reasons when NHA uses a lesser form of verification.

In order of priority, the forms of verification that NHA will use are:

1. Upfront Income Verification using HUD's EIV system
2. Upfront Income Verification using non-HUD systems
3. Written Third-Party Verification: An original or authentic document generated by the third-party source, which may be in the possession of the tenant or applicant. This is commonly referred to as tenant-provided documents.
4. Written Third Party Verification Form: Standardized form sent by NHA to the third party source by mail, fax or e-mail.
5. Oral Third-Party: Verification by contact via telephone or in-person.
6. Self-Certification or Tenant Declaration.

9.4 REQUIREMENTS FOR ACCEPTABLE DOCUMENTS

1. Any documents used for verification must be the original (not photocopies) and generally must be dated within 60 calendar days of the date they are provided to NHA



2. The documents must not be damaged, altered or in any way illegible.
3. NHA will maintain the validity of verification documents for 120 days from the date of receipt.
4. Verifications may be extended for an additional 30 days with a telephone update.
5. NHA will accept documents dated up to 6 months before the effective date of the family's recertification if the document represents the most recent scheduled report from a source. For example, if the holder of a pension annuity provides semi-annual reports, NHA would accept the most recent report.
6. Print-outs from web pages are considered original documents.
7. NHA staff member who views the original document must make a photocopy and date stamp the copy with the date the document was received.
8. Documents received for verification must be date stamped on the date they are received by NHA

9.5 GENERAL VERIFICATION REQUIREMENTS

1. NHA will have applicants/residents sign and date the release statement on each third party verification form
2. If the tenant does not dispute EIV information, NHA will use written third party verification documents (i.e. current pay stubs) to calculate income.
3. Any family self-certifications must be made in a format acceptable to NHA and must be signed in the presence of a NHA representative or notary public.

9.6 SUBSTANTIAL DIFFERENCE

NHA will use the \$200 per month as the threshold for a substantial difference.

9.7 SUBSTANTIAL DIFFERENCE EXISTS

When there is a substantial difference between the information provided by the third party source and family, NHA will request another form of third-party written verification and use any other verification methods (in priority order) to reconcile the difference(s). **[24 CFR 5.236(b)]**

9.8 FRAUD

Any information provided by the applicant that verification proves to be untrue may be used to disqualify the applicant for admission on the basis of attempted fraud. NHA considers false information concerning the following to be grounds for rejecting an applicant:

- Income, assets, family composition
- Social Security Numbers
- Preferences
- Allowances
- Previous resident history or criminal history



9.9 USE OF THE DEPARTMENT OF LABOR (DOL) VERIFICATION

The Department of Labor (DOL) system contains data showing earned income. NHA will use the DOL system when available for applicants. NHA will apply the policies on differences between verification sources as they relate to DOL data other third party verification and applicant provided documents.

9.10 USE OF HUD'S ENTERPRISE INCOME VERIFICATION

HUD's EIV system contains data showing earned income, unemployment benefits, Social Security and SSI benefits for resident families. NHA will use the EIV system when available.

9.11 EIV INCOME REPORTS

NHA will obtain EIV income reports for annual recertifications. Reports will be generated as part of the regular recertification process. EIV income reports will be compared to family-provided information as part of the annual recertification process.

EIV income reports will also be obtained when completing interim recertifications.

One hundred and twenty days after the first PIC submission date, NHA will run an EIV income report to confirm/validate family-reported income. NHA will resolve income discrepancies within 60 days of the EIV Income Report date.

EIV income reports will be retained in resident files with the applicable annual or interim recertification documents.

When NHA determines through EIV income reports and third party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to NHA policies.

See policies on [Upfront Income Verification Records Management](#) for policy information on EIV records.

9.12 EIV IDENTITY VERIFICATION

The EIV system verifies resident identities against SSA records. These records are compared to PIC data for a match on Social Security number, name, and date of birth. When identity verification for a resident fails, a message will be displayed within the EIV system and no income information will be displayed.

NHA will identify residents whose identity verification has failed.

9.13 RITTEN THIRD PARTY WRITTEN VERIFICATION FORM

1. Unless third-party verification is not required NHA will make two unsuccessful attempts to obtain third-party verification before using another form of verification
2. NHA will diligently seek third-party verification using a combination of written and oral requests to verification sources. Information received orally from third parties may be used either to clarify information provided in writing by the third party or as independent verification when written third-party verification is not received in a timely fashion.

9.14 HEN THIRD-PARTY INFORMATION IS LATE

When third-party verification has been requested and the timeframes for submission have been exceeded, NHA will use the information from documents on a provisional basis. If NHA later receives third-party verification that differs, substantially, from the amounts used in income and rent determinations and it is past the deadline for processing the recertification, NHA will conduct an interim recertification to adjust the figures used for the recertification.

9.15 HEN THIRD-PARTY VERIFICATION IS NOT REQUIRED

1. Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.
2. NHA will accept a self-certification from the family as verification of assets disposed of for less than fair market value
3. NHA will determine that third-party verification is not available if the asset or expense involves an insignificant amount of income, making it not cost-effective or reasonable to obtain third-party verification **[VG, p. 15]**. An insignificant amount of income is defined as \$10 per month.
4. NHA will determine that third-party verification is not available when it is known that an income source does not have the ability to provide written or oral third-party verification [VG, p. 15]. For example, NHA will rely upon review of documents when NHA determines that a third party refuses to provide verification or that providing the verification will violate the verifier's privacy rules.
5. NHA will determine that third-party verification is not available when there is a service charge for verifying an asset or expense *and* the family has original documents that provide the necessary information.

9.16 TENANT DECLARATION

When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to NHA. NHA may require a family to certify that a family member does not receive a particular type of income or benefit.

The self-certification must be made in a format acceptable to NHA and must be signed by the family member whose information or status is being verified. All self-certifications must be signed in the presence of an NHA representative or a notary public.

9.17 ASSET VERIFICATION

9.17.1 For Families with Net Assets Totaling \$5,000 or Less

NHA will accept the family's self-certification of the value of family assets and anticipated asset income when the family's net assets total \$5,000 or less. However, NHA will conduct third party verification of all assets regardless of the net value once every three years. The family's self-certification of assets must show each asset and the amount of income expected from that asset.

NHA will use third-party documentation to verify assets as part of the intake process and whenever a family member is added.

See the section on Asset income for policy information on required documentation for different types of assets.

9.17.2 For Families with Net Assets Totaling \$5,000 or Less

NHA will follow the HUD hierarchy of verification for assets at all times when the family's net assets total more than \$5,000.

9.18 VERIFICATION OF ELIGIBILITY FOR DISABLED DEDUCTION

If the head of household, co-head or spouse is disabled and the disability is temporary in nature, NHA will request third party verification at each regular recertification to ensure that the household's continued eligibility for the disabled deduction. If the disability is permanent in nature and has been previously verified, NHA will not re-verify the disability status at regular recertification.

9.19 FULLY EXCLUDED INCOME VERIFICATION

Income that is fully excluded means the entire amount qualifies to be excluded from the annual income determination. NHA will not verify fully excluded income nor will this income be entered on the 50058. Examples of fully excluded income include:

- Supplemental Nutrition Assistance Program (SNAP) formerly known as food stamps
- Income from a live-in aide

NHA will accept the Recertification Questionnaire as self-certification of fully excluded income. NHA may PHAs elevating these verification requirements if necessary, to determine if a source of income qualifies for a full exclusion.

NHA will continue to verify partially excluded income. An example of partially excluded income is income from an adult full time student where only the first \$480 is included and the remaining earned income is excluded.

9.20 VERIFICATION OF ZERO INCOME

When an **applicant household** claims zero income, NHA will require the following:

- DOL on all household members
- Completion of a zero income self-certification signed by all adult household members claiming zero income
- Completion of a zero income/financial hardship worksheet
- Third party verification from the Welfare Dept. to verify zero benefits

When a **participating household** claims zero income, NHA will require the following when the household first certifies as a zero income household and for each annual certification of zero income:

- Run an EIV report
- Completion of a zero income self-certification signed by all adult household members
- Completion of a zero income/financial hardship worksheet
- Third party verification from the Welfare Dept. to verify zero benefits

When a **participating household** claims zero income, six months after certifying as a zero income household, NHA will require an EIV check and obtain third party verification from welfare for the household and will take action for any incidents of underreporting or unreported income.

CHAPTER 10: LEASING

Public housing leases are the basis of the legal relationship between NHA and the resident. An eligible family may occupy a Public Housing dwelling apartment under the terms of a lease. The lease must meet all regulatory requirements, and must also comply with applicable state and local laws and codes.

10.1 GENERAL LEASING POLICIES

1. Apartments will be leased without regard to race, religion, sex, age, national origin, disability and family status. **[24 CFR § 1.4 (b)(i)]**
2. All Public Housing units must be occupied by families whose sole residence is the Public Housing apartment. **[24 CFR § 966.4(3)]**
3. All units must be occupied pursuant to a signed NHA lease that complies with HUD's regulations. **[24 CFR § 966.4 (d)]**
4. NHA will not offer nor move a family into an apartment that does not meet basic standards of habitability, including HUD occupancy standards. **[24 CFR § 966.4(c)]**
5. The manager shall provide an explanation of the lease provisions either prior to move-in or at the time of move-in.
6. Residents are not permitted to allow roomers or boarders to occupy their apartment. Violation of this provision is grounds for lease termination;
7. Residents are not permitted to allow a former resident of NHA who has been evicted to occupy or visit their apartment. Violation of this provision is grounds for lease termination.
8. Residents are prohibited from installing their own locks on NHA apartment doors.
9. Residents must obtain approval from NHA prior to installing radio or television antennas or satellite dishes and to install such devices in accordance with NHA policies.
10. Premises must be used as the only private residence of the family. NHA may, by prior written approval, consent to Tenant's use of the apartment for legal profit-making activities subject to the NHA's review of on such activities.
11. Residents must abide by NHA's Smoke-Free policy.

10.2 LEASE EXECUTION

The lease must be executed by the resident and NHA. **[24 CFR 966.4(a)(3)]**

The lease shall be signed by the head, spouse, and all other adult members of the family and by the Executive Director or other authorized representative of NHA, prior to actual admission. **[24 CFR § 966.4 (a)(3)]**

At the time of leasing the new resident will receive a copy of NHA Lease and the following attachments:

- a. Pet Policy
- b. Grievance Procedures



- c. Community Service Policy
- d. Standard Maintenance Charges
- e. Excess Utility Charges
- f. House Rules
- g. Smoke-Free Policy

If a resident transfers from one NHA apartment to another, a new lease will be executed for the dwelling into which the family moves. **[24 CFR § 966.4 (a)(ii)]**

The lease must state the composition of the household as approved by NHA (family members and any NHA-approved live-in aide). **[24 CFR 966.4(a)(1)(v)]**

Files for households that include a live-in aide will contain file documentation signed by the live-in aide, that the live-in aide is not a party to the lease and is not entitled to NHA assistance. The live-in aide is only approved to live in the apartment while serving as the attendant for the participant family member.

10.3 LEASE RENEWAL

Annually, NHA will prepare a "Rider to the Lease" which must be signed and dated by all adult household members. The "Rider to the Lease" will include new rent, NHA utility allowances for resident paid utilities and the effective date of the new rent. Unless otherwise modified or terminated, the Lease shall automatically be renewed for successive terms of one year.

Signature on the lease rider does not waive NHA's ability to:

- Collect all amounts due under any prior lease and/or
- Enforce any pending eviction or lease termination actions

10.4 MODIFICATIONS TO THE LEASE

NHA will give residents 30 days advance notice of the proposed changes to the lease and an opportunity to comment on the changes. **[24 CFR 966.3].**

After proposed changes have been incorporated into the lease and approved by the Board, each family will be notified at least 60 days in advance of the effective date of the new lease or lease revision. A resident's refusal to accept permissible and reasonable lease modifications that are made in accordance with HUD requirements, or are required by HUD, is grounds for termination of tenancy. **[24 CFR 966.4(l)(2)(iii)(E)]**

10.5 OTHER LEASE MODIFICATIONS

1. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either: **[24 CFR § 966.4(c)]**
 - a. A new lease agreement will be executed, or
 - b. A "Rider to the Lease" will be executed, or
 - c. An appropriate rider will be prepared and made a part of the existing lease. All copies of such riders or insertions are to be dated and signed by the Resident and by the Executive Director or other authorized representative of NHA. **[24 CFR § 966.4 (a)(3)]**
2. The lease will be amended to reflect all changes in family composition,

3. If, for any reason, any member of the household ceases to reside in the apartment, the lease will be amended by drawing a line through the person's name. The head of household and NHA will be required to initial and date the change.
4. Changes in family composition, income or family status between the eligibility interview and leasing will be processed by the Occupancy Department.
5. Changes after leasing will be processed by the Manager.
6. If a new household member is approved by NHA to reside in the apartment, the person's name and birth date will be added to the lease. The head of household and NHA will be required to initial and date the change. If the new member of the household is an adult, s/he will also be required to sign and date the lease and new lease rider.

10.6 SECURITY DEPOSITS

1. Security deposits are paid by the family at the time of unit offer. The security deposit is equal to the greater of \$50 or one month's rent, however the maximum security deposit required will be \$200. **[24 CFR 966.4 (b)(4)]** For example if a resident's rent is \$275 dollars, the security deposit required would be \$200.
2. If an applicant is unable to provide the security deposit at the time of unit offer, NHA may offer a Security Deposit Payment Agreement whereby the applicant must pay one-half of the security deposit at the time of unit acceptance and pay the remaining portion within the first six months following lease-up.
3. Upon implementation of the revised Security Deposit requirement (May 2008), current residents will not be required to provide a security deposit unless and until they move to a new unit.
4. Where transfers are concerned, for the unit being vacated, NHA will return the security deposit to the resident, within 30 days of move out. Residents transferring to a new unit must provide a security deposit for the new unit at the time of unit offer.
5. If a resident, moving as a result of a mandatory or resident initiated transfer, is unable to provide the security deposit at the time of unit offer, the resident will have six months from the lease date to provide the security deposit in full. NHA may make exceptions to this policy on a case-by-case basis.
6. Within 30 days of receipt of the security deposit, NHA will notify the resident in writing of the address location of the banking institution or investment company where funds have been deposited; the amount of the deposit, the type of account and the current rate of interest of the account
7. If an applicant selects an apartment and provides the security deposit, then later rejects the apartment, NHA will retain that portion of the security deposit which represents the costs incurred by NHA as a result of the resident's failure to take possession of the apartment.
8. NHA will use the Security Deposit at the termination of the Lease for the following:
 - a. To pay the cost of any rent or any other charges owed by resident at the termination of this lease, including payment of the full month's rent for any resident who failed to provide NHA with the required 30 day notice to vacate (assumes the vacate date is the actual moving date).

- b. To reimburse the cost of repairing any intentional or negligent damages to the dwelling apartment caused by Resident, household members or guests.
9. NHA will not use the Security Deposit to pay rent or other charges while the resident occupies the dwelling apartment.
10. NHA will not refund the Security Deposit until the resident has vacated and NHA has inspected the dwelling apartment.
11. NHA will return the security deposit (if due to the resident), with accrued interest, within 30 days after the resident moves out.
12. NHA will return the Security Deposit to the resident when he/she vacates, less any deductions for any applicable costs, so long as the resident furnishes NHA with a forwarding address.
13. If any deductions are made, NHA will furnish the resident with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

10.7 EFFECTIVE DATE OF RENT ADJUSTMENTS

Residents will be notified in writing of any rent adjustment including the effective date of the adjustment.

1. Rent decreases go into effect the first of the month following the report of a change.
2. Income decreases reported or verified after the resident accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.
3. Rent increases (except those due to misrepresentation) require 30 days' notice and generally will be effective on the first of the month following the 30 day notice to the family.

10.8 RENT PAYMENTS

See ACOP chapter on Rent for policies related to rent payments.

10.9 LATE FEES AND NON-PAYMENTS

See ACOP chapter on Rent for policies related to late fees and non-payments.

10.10 MAINTENANCE AND DAMAGE CHARGES

1. NHA will require residents to reimburse NHA for the cost of repairing any intentional or negligent damages to the dwelling apartment caused by residents, household members or guests.
2. For transfers due to emergency conditions that occur due to resident abuse or neglect, residents will be charged for the damages caused to the apartment. [24 CFR § 966.4(h)]
3. Nonpayment of maintenance and damage charges is a violation of the lease and is grounds for eviction.



4. When applicable, families will be charged for maintenance and/or damages according to NHA's current schedule. Work that is not covered in the schedule will be charged based on the actual cost of labor and materials to make needed repairs (including overtime, if applicable).
5. Notices of maintenance and damage charges will be mailed monthly and will be in accordance with requirements regarding notices of adverse actions. Charges are due on the first of the month following the notice of the charge, provided that the resident has had at least two weeks' notice.
6. Trash collection/Cleaning Charge – If Resident fails to dispose of recyclable materials, ashes, garbage, trash, debris, rubbish or any other waste from the Resident's premises or yard (if applicable), Resident shall be subject to a \$25 charge for each occurrence. Repeated violation is a serious lease violation and this lease may be terminated.

10.11 VERIFICATION OF UTILITY PAYMENTS

When a resident makes an application for utility services in his/her own name, NHA will require that the resident sign a third party release form so that NHA will be notified if the resident fails to remain current on his/her utility bill.

10.12 MAINTENANCE OF TEMPERATURES

To avoid damage due to frozen and bursting pipes in winter months, residents in units with resident controlled thermostats may not set the thermostat below 55 degrees Fahrenheit at any time the outside temperature is below 20 degrees Fahrenheit. This includes times when the resident may be out of the unit for an approved extended period of time.

10.13 STORAGE OF ITEMS IN YARDS AND ON BALCONIES

NHA prohibits residents from storing any items in yards or on balconies, with the following exceptions:

- a. Residents may place 1 table and two chairs on the balcony or in the back yard
- b. Residents may have one grill in the back yard and the grill must be covered when cooled and not in use
- c. Grills are not allowed on balconies
- d. Items may not be kept in the front yards
- e. Pets are not permitted on balconies
- f. Swimming pools of any type are prohibited at NHA developments

"Storing items" means that the item must be removed from the yard or balcony between the hours of midnight and 8:00 AM. For example, if a resident keeps a playpen in the back yard during the day, the playpen must be removed from the back yard or balcony between the hours of midnight and 8:00 AM.

10.14 PEST CONTROL ACTIVITIES

NHA will require that residents comply with pest control activities undertaken by the housing authority. Residents will be required to provide access to the apartment when pest control treatments are scheduled. NHA will enter any apartment where pest control activities are scheduled and/or needed. Residents are required to complete all pre-treatment activities in their apartments prior to the pest control treatment, such as placing items in plastic bags and storing food items. Failure to allow access for pest control and/or failure to prepare the apartment for pest control activities will result in lease termination.



Pest Control activities must be completed on all units in order for the treatments to be effective. For this reason this policy will be strictly enforced. Residents are required to abide by the terms of the Bed Bug Lease Addendum. Resident negligence, resulting in infestation, is a violation of the Lease and may result in Lease termination.

10.15 OLD AND MILDEW

Mold is potentially hazardous to one's health and causes damage to the property and in some instances the removal of all persons from the infected area, but mold can be prevented by proper ventilation and cleaning measures.

Residents and authorized occupants must comply with the Lease provisions regarding prevention and treatment of mold and mildew.

Residents who fail to comply with the Lease provision on Mold and Mildew shall be responsible to reimburse NHA for damage to the Unit resulting from failure to comply.

10.16 REPORTING OF ACCIDENTS ON PREMISES

NHA requires that accidents that occur on NHA grounds be reported to the respective Asset Manager within twenty four hours from the time the accident occurred.

10.17 PARKING POLICY & AUTOMOBILES AT NHA DEVELOPMENTS

All NHA owned properties; including parking facilities are considered private property for the sole use of authorized residents, household members and employees. Parking is prohibited unless authorized by the NHA. Any illegally parked, unauthorized, abandoned vehicles or nuisance vehicles posing a danger to persons or property may be towed without prior notice to the owner and at the owner's expense.

Definitions:

- "Abandoned Vehicle" shall mean any motorized vehicle, trailer, or semi-trailer that upon visual inspection is obviously inoperable and has remained on NHA property for more than 72 hours; or is not displaying a valid inspection sticker and has remained on NHA property for more than 72 hours. For example, a car with four flat tires is clearly inoperable, but does not otherwise pose a hazard as does a nuisance vehicle.
- "Junk Vehicle" shall mean any motorized vehicle, trailer or semi-trailer that is wrecked, dismantled or is in an irreparable condition.
- "Nuisance Vehicle" shall mean any motorized vehicle, trailer or semi-trailer that is a danger to the health, safety, welfare or quiet enjoyment of other residents, household members, guests, staff or other persons authorized to be on NHA property. Nuisance vehicles include, but are not limited to: vehicles that are supported by cinder blocks, bricks or propped up by other means than tires; have broken windows; permit access to the interior, trunk or engine compartment; have exposed torn or sharp metal; harbor a vermin infestation or pose other threat to health and safety.

Other Vehicle Requirements and Restrictions:

- All vehicles must be registered with the NHA and residents must obtain a parking permit for permission to park on NHA property. Each household is permitted to park one vehicle in the NHA parking lot designated for their development. A parking permit is not a guarantee of availability of parking at any particular development. Parking availability is on a "first come, first served" basis.



There are no reserved parking spaces or spaces designated for particular rental units. Households with more than one vehicle are not entitled to a second parking permit and are not permitted to park a second vehicle on NHA property.

- No parking is permitted in designated “Handicapped Parking” spaces without a valid “Handicapped Parking” permit issued by New Jersey Motor Vehicle Commission.
- In order to register a car with the NHA and obtain a parking permit, the resident must have a valid driver’s license, and the vehicle must have a valid NJ registration, current inspection sticker and insurance coverage. The vehicle must be registered to the resident’s NHA address, unless the vehicle is leased from an authorized leasing company. Residents are required to remove from NHA property any vehicle without a valid registration, current inspection or insurance coverage.
- Residents are only permitted to park in designated parking spaces and are to refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the NHA.
- Residents must remove cars from parking areas on the day following the end of a snow storm and/or upon notification by NHA so plows can remove snow from parking areas. Residents who fail to remove their cars may be towed at the owner’s expense. Removal of snow on and around a resident’s car is the resident’s responsibility.
- Any junk or nuisance vehicle posing a danger/threat to the health, safety and right to quiet enjoyment of NHA residents, guests and/or staff may be removed by the NHA or its designated contractor without notice to the resident and at the owner’s expense.
- Any abandoned, junk, nuisance vehicle and/or vehicle in violation of NHA automobile policies that is registered with the NHA, but does not pose an immediate danger/threat to the health, safety and/or right to quiet enjoyment of NHA residents, guests and/or staff may be removed by the NHA or its designated contractor upon five (5) business days written notice to the resident and at the owner’s expense.
- Any illegally parked vehicle and/or vehicle parked in a place other than a designated parking space may be removed by the NHA or its designated contractor without notice to the resident and at the owner’s expense.
- Any vehicle not registered with the NHA and displaying an NHA parking permit; and/or failing to display a valid NJ State inspection sticker, valid registration or insurance coverage may be removed by the NHA or its designated contractor without notice to the resident and at the owner’s expense.
- The management office at each NHA site will maintain a log of vehicles removed from NHA property and residents may contact the management office with inquiries as to whether a vehicle has been removed and/or for the contact information of the towing company who removed the vehicle. Signs displaying information regarding the towing company and location for storage of towed vehicles will be displayed in accordance with New Jersey law.

10.18 SATELLITE DISHES AND ANTENNAS

1. A resident must obtain prior written approval from NHA prior to installing an antenna or a satellite dish.
2. A resident may install an individual satellite dish of one meter or less in diameter or traditional stick-type antenna on a balcony, balcony railing or patio that is totally within the premises being leased.
3. No antenna or dish may be installed on any common areas, including outside walls, outside window sills, roofs, common area balconies, common area stairwells or any other common areas.
4. No holes may be drilled through outside walls, roofs, balcony railings or glass.



5. NHA is held harmless and the resident assumes total responsibility for any personal or physical damage to property or persons as a result of damage or injury caused by the dish or antenna.
6. Residents are encouraged to have the dish or antenna installed by a professional. The "hook-up_ to an inside receiving device can be made by either a flat cable under the sliding door or b means of a device on a window that allows a signal to pass through the glass.
7. Devices that extend the dish or antenna beyond the balcony railing or patio line may not be used.
8. The satellite must be a stand-alone system. A resident may not splice into any existing wires or cables.

10.19 ASHERS AND DRYERS

All residents, other than those who reside in townhouses, must obtain prior written approval from NHA prior to installing washers and/or dryers in NHA apartments.

10.20 NHA ISSUED RESIDENT ID

NHA issues resident IDs for Senior and Mixed Population developments in order to provide access to resident developments. When NHA issues a Resident ID to a household member, it is a violation of the Lease to allow anyone else to use the ID, whether to gain entry to a NHA development or for identification purposes. NHA will terminate the Resident ID card when it is used by someone other than the person to whom it was issued. NHA will charge residents \$20 for a replacement card when and if the Resident ID card is used by someone other than the person to whom it was issued.

10.21 NOTICE OF MOVE OR INTENT TO VACATE

The family must provide 30 days' notice NHA before the family moves out of the unit, or terminates the lease. The family must submit a signed Notice of Intent to Vacate to the Management and must pay any outstanding balances owed to NHA at the time the unit is vacated. If the family moves out and fails to provide the required 30 day notice, the family will be responsible for the entire month's rent. For example if the family notifies NHA on March 25 that they will be moving out on April 15th, the family will be responsible for the entire April rent.

10.22 KEYS

All keys to the unit must be returned to Management upon vacating the unit. The family must return the keys to the Management Office prior to vacating the unit. Families who fail to return the keys will be charged a fee for the cost of replacing the door locks and keys. Such fees will be included in the schedule of maintenance charges.

10.23 No-SMOKING POLICY



This Amendment to your Lease relates to the **NO SMOKING POLICY**, recently adopted by the Newark Housing Authority. This change is required by the Federal Government, through the regulations adopted by the Department of Housing and Urban Development.

THE REASON FOR THIS POLICY:

The U.S. Surgeon General has warned that breathing secondhand smoke for even a short time is dangerous. Children, the elderly and disabled, and low-income and other disadvantaged individuals and families are the most likely to suffer from breathing secondhand smoke. Secondhand smoke causes heart attacks and lung cancer and it makes asthma worse. Smoke-free housing is especially important for children. Secondhand smoke can hurt their lungs, and children and teens with asthma have difficulty breathing. Secondhand smoke is also associated with Sudden Infant Death Syndrome (SIDS). Smoke does not stay contained within individual apartments and as a result can harm residents in non-smoking apartments. Smoking is not a legal right; Smokers are not a protected class under any state or federal law.

Smoking is a powerful addiction and people who smoke need help to quit. There are ways for smokers to get help quitting, including by calling 1-800-QUIT-NOW (1-800-784-8669/TTY 1-800-332-8615) or at www.lung.org or from your doctor or health care provider.

**YOU CANNOT COMPLAIN ABOUT FRESH AIR;
EVERYONE WILL BENEFIT FROM SMOKE-FREE HOUSING!**

THE NO SMOKING POLICY:

The word "smoking" includes carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form (including "e-cigarettes" sometimes called "vaping" and hookahs) whether then being inhaled, exhaled, or the like. Tenant acknowledges that the premises to be occupied by the Tenant and authorized occupants is intended to be, or is being converted into, a no smoking environment and that therefore the Tenant and the authorized occupants shall not smoke anywhere in the Complex, including any of the common areas or grounds adjoining the Complex (except as provided below in the Certification relating to addicted smokers or for medical reasons), nor shall Tenant permit any Invitee to do so. Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free is for the benefit of Tenant, other tenants, occupants and visitors of the complex, but does not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of Tenant's Apartment and the common areas. However, Landlord agrees to take reasonable steps to enforce the smoke-free terms of its leases and agrees to use reasonable efforts to make the Complex smoke-free.

Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke; Landlord's ability to police, monitor, or enforce this is dependent in significant part on voluntary compliance by Tenant and Tenant's invitees and others. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this provision than any other Landlord obligation under the Lease.

Current Tenants residing in the complex may not be subject to the No-smoking Policy; as these current Tenants move out, new Tenants move in, or existing Tenants enter into new leases, Landlord will incorporate a No Smoking Policy into the new Leases and will make reasonable efforts to enforce the No Smoking Policy.

NHA recognizes that some Tenants or authorized occupants are addicted to smoking, or are required to smoke for medical reasons. If you are one of those persons, you must indicate, at the bottom of this form, that you are requesting the reasonable accommodation. If you do make that request, you will be able to smoke, but **ONLY** in an area designated by the NHA and at the times as posted in the Manager's office.

10.24 SNOW REMOVAL

NHA will remove snow from all parking areas and common walkways at all properties. Residents of scattered sites, townhouses and at Stephen Crane village are responsible for snow removal from the walkway(s) extending from their entry door(s) to the public sidewalk(s). Resident is not responsible for removing snow from the portion of the public sidewalk fronting the house. Residents must remove cars from parking areas on the day following the end of the snow storm and/or upon notification by NHA so that plows can remove snow. Residents who fail to remove their cars per the requirements stated in this lease may be towed at the owner's expense. Removal of snow on and around cars is the resident's responsibility.

10.25 VISITORS

1. Visitors are permitted in a dwelling apartment as long as they have no previous history of behavior on NHA premises that would be a lease violation.
2. A visitor may visit for a total of 30 days in any twelve month period. The thirty day maximum need not be consecutive.
3. Visits of less than three consecutive days need not be reported to or approved by the Manager.
4. Visits of more than three consecutive days and less than thirty days are permitted, provided they are reported to the Manager within three days.
5. Visits of more than thirty days (extension) shall be authorized only by the Manager with advance documentation of extenuating circumstances. The resident must make a written request for extension of a visit beyond thirty days;
6. Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.
7. Roomers and lodgers shall not be permitted to move in with any family. Violation of this provision may be grounds for termination of the lease.
8. Residents will not be given permission to allow a former resident of any Federally assisted housing program who has been evicted to occupy the apartment for any period of time. Violation of this requirement is ground for termination of the lease.
9. Residents are responsible for the conduct of their visitors. Visitors who engage in behavior that violates the lease, such as activity that threatens the peaceful enjoyment of the premises by other residents or drug related or violent criminal activity subject the resident to lease termination and eviction.

Policies in addition to or which vary from those described herein may be instituted at elderly and mixed population sites. These include but are not limited to:

- Requirements to show identification when asked by security personnel
- Additional policies governing residents' guests

These community rules will be posted at each development at which they are applicable and will be incorporated into the development lease by reference.



10.26 TRESPASS AND VISITOR BAN POLICY

10.26.1 Purpose

The purpose of this Policy is to promote the safety, security, well-being, quiet enjoyment and protection of property of all NHA residents, employees and other persons who have a legitimate purpose on NHA property. Drug use, drug dealing and related crime; violent and property crimes, damage to the premises, disturbances of the peace and disorderly conduct unquestionably have a profoundly negative impact on the quality of life at the NHA. No one should have to live in an environment rife with crime and be deprived of the opportunity to quietly enjoy their own home. This Policy seeks to combat criminal activity, drug related criminal activity and disorderly/destructive conduct and thereby protect residents and their right to quietly enjoy their home.

Federal law requires that the NHA maintain its properties in a safe and decent condition and that public housing residents, household members, their guests or persons under their control do not engage in criminal activity that threatens the health, safety and quiet enjoyment of other residents. This policy is in furtherance of those federal mandates.

The NHA recognizes that residents have an interest and a right to legitimate visitation. This policy prevents access only to those persons who pose a direct threat to the health, safety and quiet enjoyment of NHA residents and their household members and provides an appeal process to resolve any disputes. Public housing should be a place where families can live and children can be raised without the physical and psychological threat that accompanies criminal, disruptive and destructive activity.

10.26.2 Exclusion of Unauthorized Persons

NHA property, including but not limited to: apartment buildings, townhouses, common areas, courtyards and property appurtenant to NHA buildings is not open to the public and is for the sole and exclusive use of NHA residents, their household members, guests and invitees, NHA employees, contractors and Others authorized by NHA or having legitimate business on NHA property. No other persons are permitted on NHA property and are considered trespassers subject to warning, citation and/or arrest. Persons on NHA property who are the guests, invitees or otherwise under the control of a resident or resident's household member may be banned from NHA property for good cause. The following circumstances shall constitute good cause; however the list below is not exhaustive and is not to be construed as limiting the rights of the NHA. The NHA reserves the right to ban non-residents/non-household members for good cause not included in the list below.

1. Any person who engages in criminal activity on or near NHA property that threatens the health, safety, or right to peaceful enjoyment of NHA property by other tenants will be banned from NHA property and not permitted to return.
2. Anyone who has engaged in, been arrested for, convicted of, plead guilty to or been adjudicated delinquent on the basis of an act that would constitute such criminal activity, shall be banned from NHA property.

Specifically, the type of criminal activity contemplated above includes, but is not limited to:

- a) Drug related criminal activity and/or any act that would constitute an offense under the "Comprehensive Drug Reform Act of 1987" N.J.S.A. 2C:35-1 et seq.
- b) Any act that would constitute Assault as defined by N.J.A.C. 2C:12:1 et seq. committed against NHA residents, household members, guests, invitees or persons under the control of same, NHA employees, contractors or designees.
- c) Terroristic Threats as defined by N.J.A.C. 2C:12-3 committed against NHA residents, household members, guests, invitees or persons under the control of same, NHA employees, contractors or designees.



- d) Theft from the NHA, residents, household members, guests, invitees or persons under the control of same, NHA employees, contractors or designees.
 - e) Prostitution (eviction authorized per NJSA 46:8-8)
 - f) Violation of Alcohol Beverage Laws as defined at N.J.S.A. 33:1-1 et seq. (eviction authorized by NJSA 33:1-54)
 - g) Any crime, violent or otherwise, which threatens the health, safety or right to peaceful enjoyment of NHA property by its residents and household members.
3. In addition to criminal activity, any non-resident or household member may be banned for causing damage to NHA property, either intentionally or as a result of gross negligence.
 4. Engaging in any activity which would subject a resident to lease termination without a notice to cease will constitute good cause for banning a non-resident.
 5. Repeatedly engaging in conduct which would constitute a violation of a resident's lease or the NHA's rules and regulations, but would not constitute grounds for immediate termination of a resident's lease will constitute a good cause for banning a non-resident.

10.26.3 Notice of Ban

The NHA will provide written notification the decision to ban a non-resident/household member from NHA property. Such notification, when possible, will be given to both the person banned and the resident who invited or caused this person to be on NHA property. When it is not possible for the NHA to provide notice to the individual banned due to the person's lack of cooperation, failure to produce identification or other reason, the NHA will notify the resident of the ban. It will be the responsibility of the resident to notify the person banned and to refrain from causing that person to come back onto NHA property for any reason.

A resident or household member inviting or otherwise causing an individual banned to be on NHA property is considered a serious, substantial and material breach of the resident's lease agreement.

10.26.4 Appeal Process

Any resident receiving a notice that a guest, invitee or person under their control has been banned from NHA property may appeal the decision. The notice banning a guest, invitee or person under the resident's control is considered a notice of adverse action and is appealable in accordance with the NHA's grievance procedure.

CHAPTER 11: UTILITIES

11.1 VERVIEW

Utility allowances are provided to families paying income-based rents when the cost of utilities is not included in the rent. When determining a family's income-based rent, NHA will use the utility allowance applicable to the type of dwelling apartment leased by the family.

NHA establishes allowances for NHA-furnished utilities for all check metered utilities and for resident-purchased utilities for all utilities purchased directly by residents from a utility supplier. **[24 CFR 965.502(a)]**

Residents must agree not to irresponsibly use utilities provided by NHA.

NHA establishes surcharges for excess consumption of NHA-furnished utilities. **[24 CFR 965.506]**

NHA maintains a record that documents the basis on which utility allowances and scheduled surcharges are established and revised, and the record must be made available for inspection by residents. **[24 CFR 965.502(b)]**

11.2 UTILITY ALLOWANCE REVISIONS

NHA will review, annually, the basis on which utility allowances have been established and will revise the allowances if necessary in order to adhere to the standards for establishing utility allowances that are contained in **24 CFR 965.505**. Between annual reviews of utility allowances, NHA will only revise its utility allowances due to a rate change, when required to by the regulation.

Unless NHA is required to revise utility allowances retroactively, revised utility allowances will be applied to a family's rent calculations at the first annual recertification after the allowance is adopted.

11.3 NOTICE REQUIREMENTS

NHA will give notice to all residents of proposed allowances and scheduled surcharges, and revisions thereof. The notice will be given in the manner provided in the lease. **[24 CFR 965.502]** The notice will be provided at least 60 days before the proposed effective date of the allowances, scheduled surcharges, or revisions.

11.4 SURCHARGES FOR NHA FURNISHED UTILITIES

1. In buildings where utilities are not individually metered and there are no check meters, NHA may make excess utility charges for the use of certain approved appliances. These excess utility charges are due and payable on a monthly basis. There is an additional charge for each approved appliance. This charge does not apply to residents who pay their utilities directly to a utility supplier. Examples include:
 - a. Washers
 - b. Dryers
 - c. Microwave
 - d. Air conditioner
 - e. Extra Refrigerator



- f. Freezer
- g. Second TV
- h. Stereo
- i. Electric Space Heater

2. Nonpayment of excess utility charges is a violation of the lease and is grounds for eviction.

11.5 RESIDENT PAID UTILITIES

The following requirements apply to residents living in developments with resident-paid utilities:

1. In units with Resident-paid utilities, paying the utility bill in a timely manner is an obligation under the lease and failure to pay in a timely manner is a serious violation of the lease, subject to lease termination.
2. If a resident or applicant is unable to get utilities connected because of bad credit or a previous balance owed to the utility company at a prior address, the resident or applicant will not be permitted to move into an apartment with resident-paid utilities.
3. When a resident applies for utility service in his/her own name, he or she **shall** sign a third-party notification agreement so that NHA will be notified if the resident fails to pay the utility bill.
4. If a resident is paying income-based rent and is entitled to receive a monthly Utility Allowance, the UA will reflect a reasonable amount of utilities for the specific size and type of apartment occupied. **[24 CFR § 5.609]**
5. Residents who pay their utility bills directly and are paying an income-based rent have the amount of rent owed to NHA reduced by the amount of the Utility Allowance. In other words, the resident's Total Tenant Payment, less the Utility Allowance equals the Resident Rent owed to NHA.
6. When a resident's Total Tenant Payment is less than the utility allowance, NHA will pay a utility reimbursement, equal to the difference between one month's Total Tenant Payment and the utility allowance, to the utility company on the resident's behalf. **[24 CFR § 5.632]**
7. Residents, on whose behalf Utility Reimbursements are paid to the utility company, are required to pay the utility supplier for any use in excess of that covered by the Utility Allowance;
8. If the resident's actual utility bill is less than the Utility Allowance, the resident receives the saving.
9. NHA Flat rents are adjusted to reflect applicable utility allowances.
10. Residents with disabilities may be entitled to higher than normal utility allowances or may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability. **[24 CFR § 8.4 and 966.7]**

11.6 VERIFICATION OF UTILITY PAYMENTS

When a resident makes an application for utility services in his/her own name, NHA will require that the resident sign a third party release form so that NHA will be notified if the resident fails to remain current on his/her utility bill.



CHAPTER 12: CONTINUED OCCUPANCY

NHA is required to monitor each family's income and composition over time, and to adjust the family's rent accordingly. NHA's has adopted policies concerning the conduct of annual and interim recertifications that are consistent with regulatory requirements. **[24 CFR 906.257(c)]** Complete verification of the circumstances applicable to rent adjustments must be documented and approved by according to NHA policies. **[24 CFR § 960.259(c)]**

12.1 ELIGIBILITY FOR CONTINUED OCCUPANCY

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

1. Qualify as a family as defined in this policy document
2. Live in the type of property appropriate for their family type
3. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease. **[24 CFR § 966.4(f)]**
4. Have Social Security numbers for each family member age six and over. **[24 CFR § 5.216]**
5. Meet HUD standards on citizenship or immigration status or are paying a pro-rated rent. **[24 CFR § 5.508 (b)]**
6. Are in compliance with NHA's 8 hour per month Community service requirements.

12.2 REGULAR RECERTIFICATION

Once a year, NHA will re-examine family composition and apartment size for all resident families. NHA will reexamine the income of families paying income based rents once a year and once every three years for families paying flat rents. NHA conducts annual recertifications by interviewing adult family members and verifying information about their income, assets, deductions and family size and composition. NHA provides notices of recertification three to four months before the recertification anniversary date.

To promote administrative efficiency, NHA may elect to assign uniform recertification effective dates for specific developments. In such a case, NHA will conduct an analysis of the recertification effective dates of the households, the proximity of each property to one another and the number of households at the property. NHA will then conduct recertification actions needed to ensure that all households have the same recertification date. Implementation of this policy may require that some residents be recertified more than once in any given year. Thereafter, new residents to the property will be assigned the same recertification date as that used for other households at the development.

12.3 RECERTIFICATION FOR FAMILIES PAYING FLAT RENT

1. NHA will reexamine the family composition of families paying Flat Rent once a year.
2. NHA will reexamine the income of families paying Flat Rent once every three years.
3. NHA will follow the same policy used for scheduling annual recertifications for families paying income-based rent when scheduling the annual updates for families paying Flat Rent.

See Chapter on Rent for further policy information on flat rents and switching from flat rent to income based rent.

12.4 CRIMINAL RECORD CHECK – CONTINUED OCCUPANCY

NHA reserves the right to conduct criminal record checks to maintain the integrity of the program. Periodic criminal record checks may be conducted and may be cause for termination in accordance with NHA guidelines. NHA may conduct periodic criminal record checks to when it has come to NHA's attention either from local law enforcement or by other means that an individual has engaged in the destruction of property, engaged in violent activity against another person, or has interfered with the right to peaceful enjoyment of the premises of other residents. Such checks will also include sex offender registration information. In order to obtain such information, all adult household members must sign consent forms for release of criminal conviction and sex offender registration records on an annual basis.

The guidelines for denial/termination based on criminal activity can be found in the Exhibits section of the ACOP. Generally, NHA will apply standards based on the category of crime, whether the conviction/charge was a felony or other criminal charge and the number of years that have elapsed since the conviction/charge. In addition to the guidelines for denial/termination of criminal activity (found in the Exhibits section), NHA will consider relevant circumstances included in this ACOP when making a determination whether to deny or terminate.

When NHA proposes termination or eviction due to a criminal record or lifetime sex offender registration requirement, NHA will first provide the Head of Household and the applicable household member with a notification of the proposed termination. NHA will notify the household of the proposed action and will provide the subject of the record and the Head of Household a copy of such information and an opportunity to dispute the accuracy and relevance of the information. This opportunity will be provided before an eviction or lease enforcement action on the basis of such information.

The family will be given 10 business days to contact NHA to request a Hearing to dispute the accuracy and relevance of the information. If the family does not contact NHA to dispute the information within that 10 day period, the termination/lease enforcement actions stands.

12.5 SPLIT FAMILIES

If a family breaks up into two otherwise eligible families while living in public housing, only one of the families will continue to be assisted.

12.6 REMAINING FAMILY MEMBERS

The HUD definition of family includes the *remaining member of a tenant family*, which is a member of a resident family who remains in the apartment when other members of the family have left the apartment [PH Occ GB, p. 26]. Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family.

A remaining member **must be listed on the** lease for at least one year prior to the death or departure of head of household, and be of legal age and capacity to execute a new lease. Any remaining household must submit a request in writing to NHA in order to become head of household. Remaining household members who wish to become the head of household will be subject to NHA screening requirements, including a criminal background check. If a remaining member is unable to pass this screening, s/he will not be approved to remain in the apartment nor become head of household,

A special recertification shall be conducted when there is a change of head of household that requires remaining family members to take on the responsibilities of a leaseholder. The new head of household will also be required to sign a new lease.

If the remaining household members are age 18 or older, they will be held liable for any arrearages incurred by the former head of household. This amount will not include any arrearages incurred before the remaining members attained the age 18. NHA will not hold remaining family members under the age 18 liable for rent arrearages incurred by the former head of household. NHA may require that remaining family members live in strict compliance with the lease and that the family be placed on probation for a period of six months.

Tenant families who separate while being assisted under the Public Housing program will be assessed on a case-by-case basis to determine which family members remain assisted under the program. NHA policy pertaining to remaining members is as follows:

- In the event that the Head of Household moves out of the unit or dies, a remaining adult household member (without children) may become Head of Household if that adult has been part of the household for at least one year, is in compliance with all program rules and regulations and meets all other program eligibility and continued occupancy requirements.
- The Head, co-Head or remaining family member of the household who has custody of any minor children will retain the Public Housing unit.
- In cases where the Head and co-Head of Household have a joint custody arrangement for minor children, the original Head of Household will retain the Public Housing unit
- If dependents are the only “remaining members of a tenant family” and there is no family member able to assume the responsibilities of the head of household, refer to the policy on “Caretaker for a Child”.
- In cases where the Head of Household dies, leaving minor children, the new Head of Household will be subject to all NHA eligibility and admission requirements.
- In cases where there are two adult co-Heads (one head of household and one co-head) of Household with no minor children, the original Head of Household will retain the Public Housing unit.
- In cases where a live-in aide is added to a household as a result of a care situation for an elderly or disabled household member, the live-in aide is not considered to be a remaining family member and is not eligible to retain the Public Housing unit.
- In cases where a non-related adult has been added to the household, the original Head of Household will retain use of the Public Housing unit.
- If a separation is the result of a divorce or separation under a settlement or judicial decree, NHA will follow any court determination of which family members keep the Public Housing unit.
- In order for a minor to continue to receive assistance as a remaining family member, the court has to have awarded emancipated minor status to the minor or NHA has to verify that Social Services and or the Juvenile Court has arranged for another adult to be brought into the unit to care for the child(ren) for an indefinite period of time.
- If exceptional circumstances exist concerning the remaining member of a tenant family, a discretionary administrative determination may be made by the Regional Manager on a case-by-case basis.

12.7 CHANGE IN APARTMENT SIZE

Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. NHA may use the results of the annual recertification to require the family to move to an appropriate size apartment. **[24 CFR 960.257(a)(4)]** Policies related to such transfers are located in the Chapter on Transfers

12.8 CHANGES IN FAMILY AND HOUSEHOLD COMPOSITION

1. Residents are required to report all changes in family composition or status to the housing manager within 10 business days of the occurrence.
2. Failure to report within the 10 business days may result in a retroactive rent increase, but not a retroactive credit or rent reduction.
3. The addition of family members as a result of birth, adoption, or court awarded custody does not require prior NHA approval, however the family is still required to promptly notify NHA of the addition. **[24 CFR 966.4(a)(1)(v)]**

12.9 NEW FAMILY AND HOUSEHOLD MEMBERS

1. With the exception of children who join the family as a result of birth, adoption, or court-awarded custody, a family must request NHA approval to add a new family member **[24 CFR 966.4(a)(1)(v)]** or other household member (live-in aide or foster child). **[24 CFR 966.4(d)(3)]**. Additions of children to the household are subject to the reporting requirements for changes in family and household composition.
2. Families must submit a written request to NHA for approval to add a new family member, live-in aide, foster child, or foster adult. This includes any person not on the lease who is expected to stay in the apartment for more than 30 days in any given year, and therefore no longer qualifies as a "guest." Requests must be made in writing and approved by NHA prior to the individual moving into the apartment.
3. NHA will NOT permit a change of family composition resulting from a request to allow an adult, including an adult child, to move into the unit except by reason of marriage, domestic partnership or interdependent relationship with an existing adult family member. See the definition of Family to determine who may be added to the household. NHA may also approve adult additions to the unit who are live-in aides. In addition to eligibility and screening information, NHA may request and Resident must provide adequate documentation of one of the foregoing factors prior to issuing approval or disapproval of any adult household addition. Live-in aides approved for occupancy will not be considered a member of the Resident family.
4. Additions of the following persons must be requested in writing and require written permission from NHA or the property manager before the persons may move into the apartment:
 - a. Spouse or adult who can prove an interdependent relationship with a household member;
 - b. Foster child or children;
 - c. Foster adult;
 - d. Live-in Aide;
 - e. Child in kinship care.
5. NHA will not approve the addition of a new family or household member unless the individual meets NHA's eligibility and screening criteria. If NHA determines that an individual does not meet NHA's

eligibility criteria NHA will notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

12.10 DEPARTURE OF A FAMILY OR HOUSEHOLD MEMBER

1. If a family member ceases to reside in the apartment, the family must inform NHA within 10 business days. This requirement also applies to family members who had been considered temporarily absent, who are now permanently absent.
2. If a live-in aide, foster child, or foster adult ceases to reside in the apartment, the family must inform NHA within 10 business days.

12.11 ABSENCE FROM THE APARTMENT

The family must promptly notify NHA when any or all family members will be absent from the apartment for an extended period. An extended period is defined as any period greater than 30 consecutive days. In such a case promptly means within 10 business days of the start of the extended absence. When all family members are going to be absent from the apartment, the resident shall notify the manager, secure the apartment and provide a means for NHA to contact the resident in an emergency. Failure to advise NHA of an extended absence is grounds for termination of the lease.

See ACOP Chapter 17 policy on [Absence from the Apartment](#) related to termination and absence from the apartment

The following are other ACOP Chapter 7 policy references related to absence from the apartment:

[Temporarily Absent Family Members and Income](#)

[Absent Students](#)

[Absences Due to Placement in Foster Care](#)

[Absence due to employment](#)

[Individuals Absent for Medical Reasons](#)

12.12 MILITARY FAMILIES – ABSENCE FROM THE UNIT & CONTINUED OCCUPANCY

PIH Notice 2003-5 encourages PHAs and private owners to be as lenient as responsibly possible to support military families. In accordance with this Notice, on a case by case basis, NHA will make reasonable exceptions to program requirements with respect to program requirements for active duty military families, to the extent NHA can do so while responsibly administering the PH program.

These exceptions will be granted at NHA's sole discretion, and should be primarily granted with respect to program requirements impacted by family members who are temporarily absent from the assisted unit due to their active duty.

Exceptions must be approved by the Regional Mgr. or his designee. Households who cannot adhere to basic lease requirements without the active military person present will not be granted exceptions.

Exceptions may include, but are not limited to:

- Allowing a suitable guardian to move into the assisted unit on a temporary basis to care for any dependents that the military person leaves in the unit. Income of the guardian temporarily living in the unit solely for this purpose is not to be counted in determining family income and rent;
- Carefully considering the circumstances of any case involving delayed payment of rent by the family;



- Granting exceptions to the ACO policies concerning family absences from the unit to continue assistance on behalf of the military family even though all members of the family are temporarily absent from the assisted unit;
- Using provisional documents and income information to complete a recertification and then conducting an interim recertification when the military personnel's information is available.

12.13 DEATH OF A SOLE HOUSEHOLD MEMBER

In the event of the death of a sole household member, the EOP date is the earliest of occurrences below:

- Date on which the family or designee of the deceased tenant's estate returned the keys and signed a vacate notice; or
- The date the PH Lease was terminated; or
- The date NHA legally regained possession of the unit.

Rent must be paid up to the time of such termination, and NHA shall be entitled to retain such rent.

NHA will coordinate the removal of personal belongings from the unit within a reasonable time period not to exceed 14 days beginning on NHA's date of notification to the family or designee to remove personal belongings unless the rent has been paid for the month in which the death occurs, in advance of the date of death. In those instances, the family or designee of the deceased tenant's estate will be allotted time through the end of the month in which the rent has been paid, or fourteen consecutive days from the date NHA is notified of the death, whichever is greater.

Where judicial intervention is sought to regain possession of the unit, NHA will list the eviction date as the effective date of the action.

12.14 DECEASED HOUSEHOLD MEMBER OF A MULTIPLE MEMBER HOUSEHOLD - SURVIVING ADULT HOUSEHOLD MEMBERS

NHA will complete an interim recertification when the death of a household member has been confirmed. The effective date of the action shall be the last day of the month in which family or others notified NHA of the death and rent must be paid up to the time of such termination

12.15 DECEASED HOUSEHOLD MEMBER OF A MULTIPLE MEMBER HOUSEHOLD – No SURVIVING ADULT HOUSEHOLD MEMBERS

NHA will complete an interim recertification when the death of a household member has been confirmed and there are no surviving adult household members. The effective date of the action shall be the last day of the month in which family or others notified NHA of the death and rent must be paid up to the time of such termination. (See policy below where income changes are involved) Additionally, NHA will delete the deceased HH member's information and enter the adult household member's information of the temporary or permanent guardian. (See policy on remaining family members)

12.16 DECEASED HOUSEHOLD MEMBER AND INCOME CHANGES

In cases of death of a household member with surviving household members and related income changes, the effective date of the recertification will be the first of the month following the month in which the deceased household member was removed and will be in accordance with NHA established policies for notification of rent changes.

12.17 HOUSEHOLD MEMBER TURNING 18 BETWEEN RECERT INTERVIEW & RECERT EFFECTIVE DATE

Income and Deductions

When a household member will turn 18 between the date of recertification interview, but on or before the effective date of the recertification, NHA will include the household member's income in the calculation of annual income. For example, a household has a recertification effective date of November 1st. One of the household members, at the recertification interview on September 1st is still 17, but will turn 18 on September 30th, NHA will calculate the income of that household member as if he/she was an adult, since the household member will be 18 by the effective date of the recertification. Deductions will also be applied as if the household member was an adult. For example, the household member who is 17 at the recertification interview, but 18 on the recertification effective date will NOT be given a dependent deduction for the household member who is turning 18 unless that household member is a full time student or disabled.

Release Forms

When a household member will turn 18 between the date of recertification interview, but on or before the effective date of the recertification, NHA will have a parent/legal guardian sign any consent/release forms on behalf of that household member in order to authorize NHA to obtain their income verification.

Subsequent Recertifications and Background Checks

After the recertification effective date, if NHA wishes to complete verifications or background checks on a household member who was not 18 at the recertification interview but who has now turned 18,, NHA will obtain that household member's signature on any required release form before conducting any type of verification or background check. If no other verifications or background checks are completed between regularly scheduled recertifications, NHA will wait until the next regular recertification to obtain the executed release forms from the household member who had turned 18 between the regularly scheduled recertifications.

12.18 NTERIM RECERTIFICATION

NHA will process interim recertifications under the following circumstances. Reporting is required within 10 business days from the date of the change in income/expense or at the next regularly scheduled recertification, whichever occurs first.

No	SITUATION	NHA Action	Required or Voluntary
1	Decrease in income for any reason, except for decrease that is subject to Imputed Welfare Income rules.	<ul style="list-style-type: none">NHA will process an interim reduction in rent if the income decrease can be verified to last more than 60 days	<ul style="list-style-type: none">Voluntary
2	Increase in unreimbursed childcare expenses (subject to the eligibility requirements for this deduction)	<ul style="list-style-type: none">NHA will process an interim rent reduction	<ul style="list-style-type: none">Voluntary
3	Increase in unreimbursed medical expenses (for elderly and disabled households only)	<ul style="list-style-type: none">NHA will process an interim rent reduction	<ul style="list-style-type: none">Voluntary
4	A resident on flat rent has requested an income-based rent due to a documented financial hardship lasting more than 30 calendar days	<ul style="list-style-type: none">NHA will process an interim change from income-based rent to flat rent	<ul style="list-style-type: none">Voluntary

No	SITUATION	NHA Action	Required or Voluntary
5	Between regular reexams, when a household experiences an increase in income of \$2500 or more per year, If the increase in household income, between regular reexams is \$2,500 or less the resident is not required to report the change until the next regular reexam. Review this table on interim reporting requirements to ensure that exceptions to this policy are processed accordingly, i.e. zero income households must report any change in earned or unearned income.	<ul style="list-style-type: none"> If the increase in earned or unearned income is more than \$2500 per year, NHA will process an interim recertification and rent increase. 	<ul style="list-style-type: none"> Required
6	Increase in earned income from the employment of a current household member with an EID	<ul style="list-style-type: none"> If the individual is eligible for an earned income disallowance, NHA will grant the disallowance and process the interim recertification accordingly. 24 CFR § 960.255 	<ul style="list-style-type: none"> Required
7	End of the exclusion period for an EID	<ul style="list-style-type: none"> NHA will process an interim rent change 	<ul style="list-style-type: none"> Required NHA initiated
8	Change in family composition	<ul style="list-style-type: none"> NHA will process an interim recertification and applicable rent change 	<ul style="list-style-type: none"> Required
9	The resident has misrepresented or failed to report facts upon which rent is based, so the rent the Resident is paying is less than it should have been.	<ul style="list-style-type: none"> NHA will process an interim rent increase retroactive to the month when the resident failed to report income. 	<ul style="list-style-type: none"> Required

12.19 DECREASE IN INCOME DUE TO IMPUTED WELFARE INCOME

- If residents experience a decrease in income from public assistance because their grant is cut for one of the two following reasons, their rent will not be reduced:
 - Welfare department has reduced the grant because of welfare fraud; or
 - Welfare department has reduced the grant because the family failed to comply with economic self-sufficiency requirements
- If a resident challenges the welfare department's reduction of their grant, an interim reduction in rent will be processed until the matter is settled by the welfare department.
- If the welfare department upholds the grant reduction, the resident shall owe a retroactive rent on the interim rent reduction
- If the welfare department overturns the grant reduction, no retroactive balance is owed.



12.20 ZERO INCOME

Families reporting zero income are required to report any increase in monetary or non-monetary income within 10 business days from the date of the change. NHA will complete an EIV verification and obtain third-party welfare verification for the household at six month intervals and will take action according to policy for instances of under or unreported income. Monetary or non-monetary contributions from persons not residing in the dwelling apartment for any purpose other than the payment or reimbursement of medical expenses shall be considered income. Interim recertifications will be completed when zero income households report a non-monetary or monetary income after reporting zero income.

12.21 DOCUMENT REQUIREMENTS

Any required documents or information that the family is unable to provide at the time of an NHA-required recertification must be provided within 10 business days of the recertification interview. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.

If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be in violation of their lease and may be terminated.

12.22 ISSUED APPOINTMENTS AND DEADLINES

It is a family obligation to supply information, documentation, and certification as needed for NHA to fulfill its responsibilities. NHA schedules appointments and sets deadlines in order to obtain required information. The obligations also require that the family allow NHA to inspect the apartment. Appointments are made for this purpose. An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying NHA, may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow NHA to inspect the apartment.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

- Eligibility for Admissions
- Verification Procedures
- Housekeeping Inspections
- Apartment Inspections
- Recertifications
- Appeals

The family will be given three opportunities before being issued a notice of termination or denial for breach of a family obligation. After issuance of the termination notice, if the family offers to correct the breach within the time allowed to request a hearing, the notice will be rescinded if the family offers to cure and the family does not have a history of non-compliance. Termination is subject to a request for Reasonable Accommodations.

Acceptable reasons for missing appointments or failing to provide information by deadlines include, but are not limited to:

- Medical emergency
- Incarceration
- Family emergency



12.23 TIMELY REPORTING OF ACCURATE INFORMATION

1. Residents paying income based rent are required to report all changes of income within 10 business days from the effective date of the change.
2. Failure to report within the timeframe specified in the ACOP and lease may result in a retroactive rent increase.
3. NHA will verify changes in income and will process applicable rent changes when residents report the changes on a timely basis.

12.24 MISREPRESENTATION OF INFORMATION

1. NHA will process an interim rent increase if it is found that a resident at an annual or interim recertification has misrepresented the facts upon which the rent is based so that the rent the resident is paying is less than the rent s/he should actually be charged.
2. NHA will apply any increase retroactive to the first of the month following the month in which the misrepresentation occurred
3. Failure to report accurate information is grounds for initiating eviction proceedings in accordance with NHA's lease.

12.25 EFFECTIVE DATE OF RENT ADJUSTMENTS

Residents will be notified in writing of any rent adjustment including the effective date of the adjustment.

1. Rent decreases go into effect the first of the month following the report of a change.
2. Income decreases reported or verified after the resident accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.
3. Rent increases (except those due to misrepresentation) require 30 days' notice and generally will be effective on the first of the month following the 30 day notice to the family.

12.26 USE AND OCCUPANCY POLICY – PAYMENT AND RECERTIFICATION WHEN LEASE TERMINATION IS IN EFFECT AND EVICTION/LEGAL ACTION IS PENDING

This policy will take effect when the Landlord/Tenant relationship between the NHA and the resident/household has ended, but the resident remains in possession of the rental unit.

In the event a tenancy has been terminated and the household has been served with a termination notice and demand for possession (as per the requirements in Chapter 17 Lease Termination) it is the policy of the NHA not to accept rent for any period after the effective date/move out date listed in the notice. Residents and household members served with a lease termination notice and demand for possession are expected to move out on or before the termination date.

If the resident/household member(s) holds over and fails to move out on or before the termination date in the notice, the NHA will expect payment of a use and occupancy fee as per the Use and Occupancy Agreement signed by the tenant and incorporated into the lease. The use and occupancy fee will be in an amount equal to the amount of the resident's rent in the month preceding the termination. This use

and occupancy fee will be collected for the resident's/household member's continued use and occupation of the NHA's rental unit and is not considered rent or to create a new tenancy.

Acceptance of payment of the use and occupancy fee after the termination of a tenancy shall not reinstate any relationship, create a new tenancy or create any possessory rights allowing the resident and/or household members to occupy or reside in the rental unit after the termination. The NHA will collect the use and occupancy fee without prejudice to the NHA's right to evict the resident/household for holding over the termination of the tenancy.

All interim and regular reporting requirements remain in effect when an eviction/legal action/termination is pending. For example, if a resident gets a new job while an eviction action is pending, the resident is required to report and provide documentation of this change to NHA. Upon conclusion of the pending action, NHA will process all applicable rent changes according to policy.

CHAPTER 13: INSPECTIONS

13.1 VERVIEW

NHA will inspect each dwelling apartment prior to move-in, at move-out, and annually during occupancy. In addition, NHA may require additional inspections, in accordance with NHA Policy.

13.2 TYPES OF INSPECTIONS

Generally NHA has seven different types of inspections:

1. Move-in Inspection
2. Move-out Inspection
3. Annual Inspection
4. Quality Control Inspection
5. Housekeeping Inspection
6. Special Inspection
7. HUD Inspections
8. Other Inspection

13.3 OVE-IN INSPECTIONS

NHA and the family will inspect the dwelling apartment prior to occupancy in order to determine the condition of the apartment and equipment in the apartment. A copy of the initial inspection, signed by NHA and the resident, will be provided to the resident and be kept in the resident file. **[24 CFR 966.4(i)]**

13.4 OVE-OUT INSPECTIONS

1. NHA will inspect the apartment at the time the resident vacates the apartment and will require the resident to participate in the inspection, unless the resident vacates without notice to NHA. NHA will provide to the resident a statement of any charges to be made for maintenance and damage beyond normal wear and tear.
2. The difference between the condition of the apartment at move-in and move-out establishes the basis for any charges against the security deposit so long as the work needed exceeds that for normal wear and tear. **[24 CFR 966.4(i)]**
3. When applicable, NHA will provide the resident with a statement of charges to be made for maintenance and damage beyond normal wear and tear, within 10 business days of conducting the move-out inspection.

13.5 ANNUAL INSPECTIONS

NHA is required to inspect all occupied units annually using HUD's Uniform Physical Condition Standards (UPCS). Under the Public Housing Assessment System (PHAS), HUD's physical condition inspections do not relieve NHA of this responsibility to inspect its units **[24 CFR 902.20(d)]**.

13.6 QUALITY CONTROL INSPECTIONS

The purpose of quality control inspections is to assure that all defects were identified in the original inspection, and that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame

Supervisory quality control inspections will be conducted in accordance with NHA's maintenance plan.

13.7 HOUSEKEEPING INSPECTIONS

NHA may conduct housekeeping inspections to ensure that residents' housekeeping habits do not pose health or safety risks and/or encourage insect or rodent infestation or cause damage to the apartment. NHA will provide the resident with a written statement of the results and charges for which the Resident is responsible. NHA does not require the Resident to be present for Housekeeping inspections.

1. Residents whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the apartment are in violation of the lease. In these instances, NHA will provide proper notice of a lease violation.
2. When an apartment fails the housekeeping inspection, a reinspection will be conducted within 30 days to confirm that the resident has complied with the requirement to abate the problem. Failure to abate the problem or allow for a reinspection is considered a violation of the lease and may result in termination of tenancy.

13.8 SPECIAL INSPECTIONS

NHA staff may conduct a special inspection for any of the following reasons:

1. Apartment condition
2. Suspected lease violation
3. Preventive maintenance
4. Routine maintenance
5. There is reasonable cause to believe an emergency exists

13.9 HUD INSPECTIONS

Inspections conducted by HUD inspectors to ensure compliance with regulatory physical standards requirements.

13.10 THER INSPECTIONS

Building exteriors, grounds, common areas and systems will be inspected according to NHA's maintenance plan.

13.11 NOTICE OF ENTRY – NON EMERGENCY

1. NHA may enter the apartment, with reasonable advance notification to perform routine inspections and maintenance, make improvements and repairs, investigate suspected lease violations or to show the apartment for leasing. A written statement specifying the purpose NHA's entry will be delivered to

the dwelling apartment before such entry and is considered reasonable advance notification. [24 CFR 966.4(j)(1)]

2. For regular annual inspections, the family will receive at least 48 hour advance written notice of the inspection to allow the family to prepare the apartment for the inspection.
3. Entry for repairs requested by the family will not require prior notice. Resident-requested repairs presume permission for NHA to enter the apartment.
4. Entry for inspection related to emergencies will not require prior notice.

13.12 NOTICE OF ENTRY – EMERGENCY

NHA may enter the dwelling apartment at any time without advance notice when there is reasonable cause to believe that an emergency exists. If no adult household member is present at the time of an emergency entry, NHA will leave a written statement showing the date, time and purpose of the entry prior to leaving the dwelling apartment. [24 CFR 966.4(j)(2)]

13.13 SCHEDULING OF INSPECTIONS

Inspections will be conducted during business hours. If a family needs to reschedule an inspection, they must notify NHA at least 24 hours prior to the scheduled inspection. NHA will reschedule the inspection no more than once unless the resident has a verifiable good cause to delay the inspection. NHA may request verification of such cause.

13.14 ATTENDANCE AT INSPECTIONS

Residents are required to be present for move-in and move-out inspections [24 CFR 966.4(i)]

13.15 INSPECTION RESULTS

NHA is obligated to maintain dwelling units and the project in decent, safe and sanitary condition and to make necessary repairs to dwelling units [24 CFR 966.4(e)].

13.16 EMERGENCY REPAIRS

If the apartment is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, the resident must immediately notify NHA of the damage, and NHA will make repairs within a reasonable time frame. [24 CFR 966.4(h)]

If the damage was caused by a household member or guest, NHA will charge the family for the reasonable cost of repairs. NHA may also take lease enforcement action against the family.

If NHA cannot make repairs quickly, NHA will offer the family standard alternative accommodations. If NHA can neither repair the defect within a reasonable time frame nor offer alternative housing, rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling. Rent shall not be abated if the damage was caused by a household member or guest, or if the resident rejects the alternative accommodations.

When conditions in the apartment are hazardous to life, health, or safety, NHA will make repairs or otherwise abate the situation within 24 hours.

Defects hazardous to life, health or safety include, but are not limited to, the following:

1. Any condition that jeopardizes the security of the apartment
2. Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
3. Natural or LP gas or fuel oil leaks
4. Any electrical problem or condition that could result in shock or fire
5. Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit
6. Utilities not in service, including no running hot water
7. Conditions that present the imminent possibility of injury
8. Obstacles that prevent safe entrance or exit from the apartment
9. Absence of a functioning toilet in the apartment
10. Inoperable smoke detectors

13.17 NON-EMERGENCY REPAIRS

Generally NHA will correct non-life threatening health and safety defects within 30 business days of the inspection date. Repairs that require parts or specialized labor may take longer than 30 days.

The family must allow NHA access to the apartment to make repairs.

13.18 RESIDENT CAUSED DAMAGES

1. Damages to the apartment beyond wear and tear will be billed to the resident in accordance with NHA policies
2. Repeated or excessive damages to the apartment beyond normal wear and tear will be considered a serious or repeated violation of the lease.

13.19 SMOKE DETECTORS

1. Residents are responsible for replacing batteries in the smoke detectors in their apartments.
2. Notices of lease violation will also be issued to residents who purposely disengage or fail to maintain the apartment's smoke detector. Only one warning will be given. A second incidence will result in lease termination.
3. Upon resident request, NHA will provide assistance changing batteries on smoke detectors as a service to those who are unable to change the batteries.

CHAPTER 14: TRANSFERS

14.1 VERVIEW

NHA shall transfer residents based on NHA approved resident requests or NHA initiated actions. Residents being considered for a transfer will be subject to certain screening criteria. The transfer policy will be carried out in compliance with HUD regulations and fair housing laws.

14.2 TYPES OF TRANSFERS

14.2.1 Emergency

Emergency Transfers are transfers that are necessary for the health and/or safety of all NHA residents. Emergency Transfers take precedence over all other transfers and new admissions. Emergency Transfers provide for transfer to the extent the transfer is consistent with program regulations and provided that a unit is available and safe.

1. Emergency Maintenance

Maintenance conditions in the resident's apartment, building or at the property that pose an immediate and dire threat that cannot be expeditiously repaired or abated. In these instances, the current apartment has become uninhabitable and immediate relocation is required as a result of the following:

- a. Destruction by fire or other disaster; or
- b. The existence of a major maintenance problem that constitutes a serious danger to health and safety that cannot be repaired in a reasonable period of time or while the apartment is occupied.

Emergency Maintenance transfers may be resident or NHA initiated and are considered mandatory for the resident.

NHA will bear the reasonable costs of temporarily accommodating the resident and of the long term transfer, if any, due to emergency conditions, but only for maintenance related emergencies.

2. Emergency Public Safety/VAWA

There are two (2) types of Emergency Public Safety transfers.

- a. The Head or other household member is a victim of domestic violence, dating violence, sexual assault, stalking, physical harassment, extreme or repeated vandalism to personal property and/or repeated verbal harassment, intimidation or coercion which places the household member(s) in imminent danger.
- b. The household needs to be relocated because of a household member's participation in a witness protection program or in order to avoid reprisal as a result of providing information to a law enforcement agency or participation in a witness protection program.

For Emergency Public Safety transfers:

- The condition(s) must be certified in writing by a local, state or federal law enforcement agency. Where an emergency public safety transfer is related to VAWA, NHA will follow the victim documentation requirements found in Chapter 2 of the ACOP.;



- It must be determined that the transfer is highly likely to result in an improvement to the resident's safety; and
- Where appropriate, there must be documentation that the resident is cooperating with law enforcement in the investigation and prosecution of the crimes that generated the need for the transfer.
- When these transfers are resident initiated, they are not mandatory for the resident.

14.2.2 Administrative Transfers

1. Demolition, Disposition, Revitalization, or Rehabilitation

NHA will relocate a resident family with reasonable written notice when the apartment or property on which the resident family lives is undergoing major rehabilitation that requires the apartment to be vacant, or the apartment is being disposed of or demolished.

If an NHA relocation plan calls for transferring Public Housing families to other Public Housing apartments, affected resident families will be given reasonable written notice and placed on the Transfer Waiting List.

In cases of revitalization or rehabilitation, the family may be offered a temporary relocation if applicable under the Uniform Relocation Act provisions, and may be allowed to return to their apartment, depending on the established contractual and legal obligations, once revitalization or rehabilitation is complete.

Demolition, Disposition, Revitalization, or Rehabilitation transfers are NHA initiated and are mandatory.

2. Transfers from Accessible Apartments

In accordance with the NHA Reasonable Accommodation policy on occupying accessible apartments, in the event an accessible apartment/apartment with accessible features is occupied by a family that does not require those features, NHA will initiate a transfer when a non-accessible apartment becomes available or when a resident or applicant with a disability requires such an apartment.

Families living in accessible apartments or apartments with accessible features that do not require such units will be given 30 days' notice when a resident or applicant with a disability is identified for those apartments.

These types of transfers are initiated by NHA and are mandatory for the resident.

3. Reasonable Accommodation

Consistent with its Reasonable Accommodation Policy, NHA will transfer resident families with a member that has a verifiable disability that requires an accommodation that cannot be reasonably provided in the resident family's existing apartment. These transfers are resident initiated and are not mandatory. NHA will pay for reasonable moving expenses related to Reasonable Accommodation transfers. Examples of the types of Reasonable Accommodation requests warranting a transfer may include:

- a. The need to be in a ground floor apartment or an apartment with an accessible path if a household member is unable to climb stairs.



- b. The need for a fully accessible apartment.
- c. The need to be located near a required treatment facility or to be closer to transportation in order to get to a required treatment facility.
- d. The need for a live-in aide.

4. Designated Housing Voluntary Transfers

Designated Housing Voluntary Transfers are for lease compliant families living in a building that is designated and the family does not have the characteristics of the designation. The family may request a transfer to a building that is not designated, however the family has a right to remain in the elderly designated building. For example a non-elderly disabled individual living in an elderly designated building can request a designated housing transfer.

Designated Housing Voluntary Transfers also include transfers for elderly individuals at Family Developments to Designated Buildings.

Units in NHA's non-designated developments will be made available via the transfer preferences set forth in this ACOP. Designated Housing Voluntary transfers take priority over Occupancy Standard Transfers and Incentive Transfers.

If a lease compliant resident, under the age of 62, is living in an elderly designated building and requires an accessible unit, the resident will be processed for a reasonable accommodation transfer and not a designated housing voluntary transfer.

For Designated Housing Voluntary transfers, NHA may offer up to three months' rent rebate for non-designated individuals (non-elderly disabled) moving from designated sites to buildings that are not designated. For Designated Housing Voluntary Transfer involving Elderly individuals transferring from Family Sites to Designated Elderly sites, NHA may offer one month's rent rebate.

5. Occupancy Standards

NHA will transfer resident families when the family size has changed and the family is now too large (under-housed) or too small (over-housed). Occupancy Standards transfers may be initiated by NHA or the resident. NHA will also transfer families when they have agreed to occupy an apartment that is larger or smaller than the Occupancy Standards permit but have further agreed to transfer upon 30 days' notice from NHA when their current apartment is needed by another family. In such circumstances, NHA requires that families who agree to occupy apartments outside of the authorized Occupancy Standards must sign a Lease Addendum whereby the family agrees to move upon thirty days' notice from NHA. NHA will provide an appropriately sized apartment for the family who is required to move. Occupancy Standards transfers are mandatory.

For purposes of the transfer wait list, occupancy standard transfers are grouped as follows:

- First priority is given to over/under housed transfers to make an appropriately sized apartment available for another family
- Second priority is given to households that are over/underhoused by more than 2 bedrooms
- Third priority is given to households that are over/underhoused by 2 or less than 2 bedrooms

To alleviate an overcrowding situation, NHA may consider initiating a Split Family Transfer. Split Family transfers will only be initiated by NHA as a means of addressing an overcrowding situation. In the event that a Split Family transfer is identified by NHA as a means to address an overcrowding situation, the following must be true:

- a. The persons who would be the family heads must both be listed on the most



recent lease and recertification;

- b. The family must be overcrowded;
- c. The reason for the family split must be the addition of children through birth, adoption or court-awarded custody;
- d. Both heads must be legally capable of executing a lease; The original head and any members that will remain in that household must be eligible for Public Housing and must pass the Transfer screening criteria; and
- e. The splitting family (new head of household and family members) must be eligible for Public Housing and must pass applicant screening criteria

6. Employment Incentive

NHA will consider the following transfers as incentives for residents who are in good standing and meet any additional requirements that may be established for a particular type of incentive transfer. Employment Incentive Transfers are resident initiated and are not mandatory.

- a. Transfers to mixed income and scattered site properties. Resident families must meet the good standing transfer criteria. At least one adult HH member must work a minimum of 30 hours/week and prove steady employment for at least six months prior to the date of the transfer request. Finally, all household members who are 18 years of age and older must be employed, attending school as a full time student or enrolled in an approved job training program. Elderly and disabled families may request this incentive transfer.
- b. Transfer into townhouse apartments. Resident families must meet the good standing transfer criteria. At least one adult HH member must work a minimum of 30 hours/week and prove steady employment for at least six months prior to the date of the transfer request. Finally, all household members who are 18 years of age and older must be employed, attending school as a full time student or enrolled in an approved job training program. Elderly and disabled families may request this incentive transfer.

14.2.3 Mandatory Transfers

The following are considered mandatory transfers:

- 1. Maintenance Emergencies;
- 2. Demolition, Disposition, Revitalization, or Rehabilitation;
- 3. Transfers to make an accessible apartment available to a disabled family: and
- 4. Occupancy Standards.

14.3 HIERARCHY OF TRANSFERS

On an annual basis, NHA will review its current occupancy goals and objectives and, based on that review, establish a ratio of new admissions to transfers. Transfers are subject to the ratio of new admissions to transfers and will be made according to the Tier One and Tier Two hierarchy.

Within each category, transfers will be processed in order of the date/time of the resident family's transfer request (starting with the earliest date), required apartment type and required property type.



With the approval of the Executive Director or his/her designee NHA may, on a case-by-case basis, transfer a resident family without regard to its placement on the transfer list in order to address the immediate need of a family in crisis, i.e. Witness protection, VAWA. In the event this occurs, full documentation for the transfer rationale will be provided and placed in the resident's file. The family crisis transfer will only be used to remedy an immediate and reasonable issue that is not otherwise covered under the transfer policy.

14.3.1 Tier One Transfers:

The following transfers, in the order stated below, take precedence over all new admissions. These transfers are based on availability of the appropriate location, size and features of the available apartments:

1. Emergency Transfers
2. Demolition, Disposition, Revitalization, or Rehabilitation Transfers
3. Transfers to make an accessible apartment available to a disabled family
4. Reasonable Accommodation Transfers
5. Designated Housing Voluntary Transfers

14.3.2 Tier Two Transfers:

1. Over/under housed transfers to make an appropriately sized apartment available for another family
2. Over/under housed by more than 2 bedrooms
3. Over/under housed by 2 or less than 2 bedrooms
4. Incentive transfers

14.4 VERIFICATION OF REASON FOR TRANSFER

Residents are required to provide reliable documentation of the reason for a resident initiated transfer. NHA will not accept a resident initiated transfer request when NHA has reviewed and denied an identical request within the last 12 months and the circumstances presented remain unchanged. If verification for the reason for transfer is not provided, the request for transfer will be denied. Such verifications may include the following:

1. Third party verification from a healthcare provider verifying the need for the transfer based on the disability of a member of the household;
2. Medical reports;
3. Police reports;
4. Proof of familial relationship or custody;
5. Divorce decree;
6. Change in family composition form
7. Copies of restraining orders; and
8. UPCS Inspection reports
9. For Public Safety Transfers, certification in writing by a local, state or federal law enforcement agency;



- i. that the transfer is highly likely to result in an improvement to the resident's safety; and
- ii. Where appropriate, there must be documentation that the resident is cooperating with law enforcement in the investigation and prosecution of the crimes that generated the need for the transfer.

10. For Public Safety Transfers related to VAWA see the section on Victim Documentation in Chapter 2 of this ACOP.

NHA will include documentation in the resident file verifying agency initiated transfers. Such documentation may include the following:

1. UPSC Inspection reports;
2. Fire department reports;
3. Demolition/disposition application filed with HUD; and
4. Schedule of work identifying apartments to be addressed.

14.5 TRANSFER SCREENING

Resident households will undergo screening to determine if the household is in "good standing". Households must be in "good standing" in order to be placed on the transfer waiting list, unless NHA waives this requirement. NHA may waive the "good standing" requirement when it determines that the transfer is essential. Emergency and Reasonable Accommodation transfers may be initiated prior to the completion of the good standing determination.

Outlined below are the requirements for "good standing".

In order to be determined a resident in "good standing", the household must:

1. Undergo and pass a criminal background and sex offender screening for all adult members
2. Have been current on rent without an unpaid balance at any time in the 12 months prior to the request for transfer.
3. Have been compliant under a repayment agreement that was initiated more than 12 months prior to the transfer request. If not compliant, the resident family will have to pay the balance in full prior to being considered eligible for placement on the Transfer Waiting List.
4. Have been current on utility payments to the utility supplier for 12 months prior to the request for transfer;
5. Have been compliant with the terms of the lease and any additional terms required to be added to the lease by Federal law. Violations of the lease must be documented by notices of lease violations or other evidence of serious or repeated violations of material terms of the lease.
 - a. Only lease violations that occurred within the last 12 months from the date of transfer request will be considered. Violations older than 12 months from the date of transfer request will be considered if the violations are repeated and/or serious in nature
 - b. This timeframe does not apply to criminal activity.

6. Have passed a housekeeping inspection no more than 90 calendar days prior to the unit offer and have no housekeeping lease violations as documented by housekeeping inspection reports or work orders reflecting a pattern of damage caused by poor housekeeping. A resident with housekeeping standards violations will not be considered eligible for placement on the Transfer Waiting List until the resident passes a follow-up housekeeping inspection. Re-inspections should take place within 30 days of the initial failed inspection.
7. Have not destroyed, defaced, damaged or removed any part of an apartment or the development as documented by housekeeping inspection reports or work orders reflecting a pattern of damage or abuse.
 - a. Only lease violations that occurred within the last 12 months from the date of the transfer request will be considered.
 - b. This timeframe does not apply to criminal activity.

If a resident family does not meet one or more of the good standing requirements, NHA will deny the transfer, unless NHA determines to waive the requirement where NHA has determined that the transfer is essential. In the event of an Emergency Transfer, the resident family may be moved prior to the completion of the screening process. If the resident family is found to have failed the screening criteria after the transfer has taken place, NHA does not waive its rights to take appropriate lease enforcement action even if a new lease has been executed.

As provided for in the NHA lease, any pending legal actions or existing debts will transfer with the resident family in the event a resident family is allowed to transfer in spite of failing good standing requirements. Execution of a new lease does not waive NHA rights to collect payments due under a prior lease or waive NHA's rights to pursue termination or eviction actions under a prior lease.

An exception to the good standing requirements will be made for a resident family requesting a Reasonable Accommodation transfer, except in the case of verified criminal activity or pending legal action. In addition, if there is an outstanding debt, the family must enter into a repayment agreement prior to transfer.

Good standing requirement exceptions may be made for emergency transfers, however if a resident transfer is due to emergency conditions, NHA does not waive its rights to continue with, and transfer does not stop, any pending lease termination action related to non-payment of rent or any other cause of action for termination. Further, NHA will not enter into a new lease when a family has an emergency transfer and there is a pending termination action.

NHA will conduct a new transfer screening if screening has not been completed within 90 days of the transfer unit offer. If a transfer screening has been conducted within the past 90 days, any lease violations which occur between the screening and unit offer may be cause for disapproval of the transfer. Criminal background screenings for residents on the Transfer WL will be good for one year.

14.6 PROCESSING TRANSFERS

NHA Occupancy Department will maintain a centralized Transfer Waiting List to ensure that transfers are processed in the correct order and that procedures are uniform across all developments. The Occupancy Department will work with the NHA ADA/504 Coordinator and the Asset Management Division to assign available accessible units/units with accessible features/units to be modified with accessible features.

Resident initiated transfer requests should be submitted to the resident family's Asset Management Office. Requests submitted without the appropriate documentation to justify the request, as outlined in this chapter under "Verification of Reason for Transfer", will be denied.



The transfer application date will be the date the request was received by the resident or initiated by NHA.

In the case of resident initiated requests, residents will be notified in writing of NHA's decision concerning the transfer request—e.g. approved, disapproved or further review required.

Emergency Maintenance transfers will be addressed immediately, on a case by case basis. If the maintenance emergency will not be finally resolved by a temporary accommodation, and the resident requires a permanent transfer that cannot be made immediately, the transfer will be placed at the top of the Transfer Waiting List.

Resident families will have to wait one year after initial lease-up before consideration for a voluntary transfer. Exceptions will be considered on a case-by-case basis.

Mandatory transfers, other than Emergency Maintenance and Demolition, Disposition, Revitalization, or Rehabilitation, are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a grievance has expired or the grievance procedure has been completed.

14.7 APARTMENT OFFERS

NHA will make an apartment offer when the resident's name comes to the top of the Transfer Waiting List, the resident has passed transfer screening and NHA has an apartment of appropriate size and location. All resident families will receive one offer of transfer. If and when NHA has more than one appropriately sized and located apartment available, NHA may offer residents a choice of the available units. The resident with the earliest date of transfer application will receive priority for the available units.

NHA will send apartment assignment letters to schedule apartment tours with residents seeking to transfer units. The resident with the earliest transfer WL ranking who is willing to accept the unit and who can provide at least one half of the security deposit will be awarded the unit.

For voluntary transfers, NHA may provide a resident with three business days to determine whether or not they wish to accept the unit; however, if another resident is willing to accept the unit sooner, the first resident willing to accept the unit and provide the applicable security deposit, will be awarded the unit.

A resident who accepts the new unit must notify NHA of their move-in date within three business days of viewing the apartment. Once a resident, has accepted a unit, the resident must sign a lease with an effective date that is no more than 10 business days from the date of unit acceptance.

Where transfers are required by NHA (mandatory), refusal of an apartment offer without good cause will result in lease termination.

Where the transfer has been requested by the resident, refusal of an apartment offer without good cause will result in the removal of the household from the Transfer Waiting List and the family must wait one year before submitting another transfer request.

See Reasonable Accommodations chapter for the order of apartment offers related to reasonable accommodations transfers.

14.8 OOD CAUSE REFUSAL OF APARTMENT OFFERS

Examples of good cause refusal of an apartment offer include, but are not limited to the following:

- Inaccessibility to source of employment, education or job training, children's daycare, or an educational program for children with disabilities. The family must demonstrate that accepting the apartment offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.
- The family demonstrates to NHA's satisfaction that accepting the apartment offer will place a family member's life, health or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for good cause refusal.
- Temporary hospitalization or recovery from illness as verified by a health care professional. The hospitalization or recovery from illness must pertain to the principal household member, other household members (as confirmed during the processing of the transfer for placement on the Waiting List) or live-in aide necessary to the care of the principal household member.
- The apartment is in appropriate for the resident family's disability
- The family does not need the accessible features in the apartment offered and the family does not want to be subject to a 30-day notice to move.

NHA will require verification of good cause for apartment refusals.

14.9 COST OF TRANSFERS

NHA will pay for reasonable moving costs related to voluntary reasonable accommodation transfers, voluntary designated housing transfers and all mandatory transfers, with the exception of Occupancy Standard Transfers. NHA may make exceptions to this policy on a case by case basis. The reasonable cost of transfers includes the cost of packing, moving, and unloading.

14.10 SECURITY DEPOSITS AT THE TIME OF TRANSFER

See [Security Deposits](#) policy for information on security deposits at the time of transfer.

14.11 DECONCENTRATION

If subject to deconcentration requirements, the NHA will consider its deconcentration goals when transfer units are offered. When feasible, families above the established income range will be offered an apartment in a development that is below the established income range, and vice versa, to achieve NHA's deconcentration goals. A resident will receive one additional transfer offer without good cause if the resident refuses a deconcentration offer.

14.12 RECERTIFICATION

At NHA discretion, the recertification date for a resident family may be changed to the date designated for the development for which the family is being transferred

14.13 TRANSFER REVIEW

The Emergency Transfer Review Committee generally reviews only emergency Public Safety transfer requests. The review is conducted to determine if the emergency Public Safety transfer is warranted based on the documentation/evidence provided. In addition, the Emergency Transfer Review Committee may make a determination of required actions associated with facilitating an approved Emergency Public Safety transfer.

14.14 INTER-PROGRAM TRANSFERS

NHA may authorize a limited number of transfers from Public Housing to the Housing Choice Voucher program. These transfers will be referred to as "Inter-Program Transfers". PH residents who qualify for Inter-Program Transfers will be placed on the HCV Waiting List and offered a voucher in accordance with HCV Wait List preferences and admission policies. On an annual basis, NHA will determine how many vouchers will be allocated for inter-program transfers. Families must meet program eligibility and transfer screening requirements in order to secure inter-program transfers. Once the transfer has been offered and accepted and the appropriate housing located, the family will be officially transferred to the new program. Eligibility for the transfers will be based upon immediate need, including, but not limited to emergency transfers, Reasonable Accommodations, witness relocation, rehabilitation/redevelopment and/or to accommodate over/under housed occupancy standard transfers where the household is over/under housed by more than 2 bedrooms.

If a voucher is offered for an emergency transfer and is refused by the resident, the resident transfer request will no longer be considered an emergency.

If debt is owed, an Inter-Program Transfer will not be made until all unpaid debt is paid in full. In cases of Inter-Program Emergency transfers and/or upon Inter-Program Court Ordered transfers, NHA may authorize a Repayment Agreement on a case by case basis.

CHAPTER 15: COMMUNITY SERVICE

15.1 VERVIEW

NHA and residents must comply with the community service and self-sufficiency requirement (CSSR). Community service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities. **[24 CFR 960.601(b)]** In administering community service requirements, NHA will comply with all nondiscrimination and equal opportunity requirements. **[24 CFR 960.605(c)(5)] [24 CFR 960 Subpart F (960.600 through 960.609)]**

15.2 BASIC COMMUNITY SERVICE & SELF-SUFFICIENCY REQUIREMENT

1. Each non-exempt adult in a family must contribute and document 8 hours of community service or participate in an economic self-sufficiency program for 8 hours per month.
2. The CSSRs may also be met by performing a combination of community service and participation in an economic self-sufficiency program.
3. The CSSR activities may be completed at 8 hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed at each annual certification.
4. CSSR activities must be performed within the City of Newark and not outside the jurisdictional area of NHA. The exception to this rule would be adults who are enrolled in full-time higher education or vocational training. Their hours of education would count toward the requirement.
5. Political activity is excluded.
6. Work activity must not take the place of work performed by paid employees; however residents may do community service on NHA property or with or through NHA programs to assist or enhance work done by an NHA employee.
7. At lease execution and regular reexamination, each adult member (18 or older) of a Public Housing resident family must sign an acknowledgement that he/she has received and read the CSSR. Further the resident acknowledgement includes resident understanding that failure to comply with the CSSR will result in lease termination.
8. At lease execution and regular reexamination each adult member must either provide documentation that they are exempt from the CSSR if they qualify for an exemption or for non-exempt family members (including those that were non-exempt for a portion of the year) present a completed documentation form of activities performed over the previous twelve months.
9. Residents must provide notice to NHA of a change in exempt status, (see policy on [Change in Status Between Annual Determinations](#))

15.3 NHA OBLIGATIONS

1. NHA will give each family a written description of the community service requirement, the process for claiming status as an exempt person, and the process by which NHA verifies exempt status. NHA will



also notify the family of its determination identifying the family members who are subject to the service requirement, and the family members who are exempt. **[24 CFR 960.605(c)(2)]**

2. To the greatest extent possible and practicable, NHA and its property managers will:
 - a. Provide names and contacts at agencies that can provide opportunities for residents, including those with disabilities, to fulfill their CSSR;
 - b. Provide referrals for volunteer work or self-sufficiency programs.
3. Provide the family with recording/ certification documentation forms and a copy of the Community Service policy.
4. Determine exempt or non-exempt status regarding community service.
5. Review and verify family compliance with service requirements annually at least thirty days before the end of the regular recertification period.
6. Take appropriate action for failure to comply with the CSSR.
7. Follow HUD guidance on self-certifications of completion of the CSSR.

15.4 COMMUNITY SERVICE

Community Service is volunteer work that benefits the property or the local neighborhood. Eligible community service activities include but are not limited to: but is not limited to:

- a. Serving at local public or nonprofit institutions, such as schools, Head Start Programs, before-or after-school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult daycare programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing);
- b. Serving at non-profit organizations serving NHA residents or their children, such as: Boy or Girl Scouts, Boys or Girls Club, 4-H Clubs, Police Activities League (PAL), organized children's recreation, mentoring, or education programs, Big Brothers or Big Sisters, Garden Centers, community clean-up programs or beautification programs;
- c. Serving at programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels;
- d. Serving at public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods or performing arts;
- e. Serving at NHA housing to improve grounds or provide gardens (so long as such work does not alter NHA's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board, outreach and assistance with NHA-run self-sufficiency activities including supporting computer learning centers; and,
- f. Providing care for the children of other residents so parents may volunteer.

15.5 EXEMPT RESIDENTS

An adult (meaning a person aged 18 or older) member of the family who qualifies as outlined below is considered to be exempt from the CSSR. NHA will make the final determination as to whether to grant an exemption from the community service requirement. If a resident does not agree with NHA's determination, the resident may dispute the decision through NHA's Grievance Procedure.

- a. Is 62 years of age or older
- b. Blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c), and who certify that, because of this disability, she or he is unable to comply with the service provisions of this subpart, or is a primary caretaker of such individual;
- c. Engaged in work activities (see policies on [Work Activities](#))
- d. A member of a family receiving assistance, benefits, or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.), or under any other welfare program of the State in which the PHA is located, including a State-administered Welfare-to-Work program, and has not been found by the State or other administering entity to be in non-compliance with such a program. HUD has determined that the Supplemental Nutrition Assistance Program (SNAP) qualifies as a welfare program of the state. Therefore, if a tenant is a member of family receiving assistance under SNAP, and has been found by the administering State to be in compliance with the program requirements, that tenant is exempt from the CSSR.

Individuals who have special circumstances which they believe will prevent them from completing the required community service hours for a given month, must notify NHA in writing. NHA will review the request and notify the individual of its determination. NHA may require those individuals to provide documentation to support their claim.

NHA will make the final determination as to whether to grant an exemption from the community service requirement. If a resident does not agree with NHA's determination, the resident may dispute the decision through NHA's grievance procedures, whichever is applicable.

15.6 SELF SUFFICIENCY ACTIVITIES

For purposes of satisfying the CSSR, an *economic self-sufficiency program* is defined by HUD as: Any program designed to encourage, assist, train, or facilitate economic independence of assisted families or to provide work for such families. The self-sufficiency hours counted toward monthly community service requirement will be the hours when a non-exempt adult is actually attending class or engaged in job training. It will not include time in transit.

Economic self-sufficiency programs include, but are not limited to:

- a. Job readiness or job training while not employed;
- b. Training programs through local One-Stop Career Centers, Workforce Investment Boards (local entities administered through the U.S. Department of Labor), or other training providers;
- c. Higher education (junior college or college);
- d. Apprenticeships (formal or informal);
- e. Substance abuse or mental health counseling;
- f. Reading, financial and/or computer literacy classes;
- g. English as a second language and/or English proficiency classes;



- h. H. Budgeting and credit counseling.

15.7 ORK ACTIVITIES

An individual may exempt from the CSSR requirement because he/she is “engaged in work activities.” Thirty hours (30) is the minimum number of hours for a work activity to be eligible for the exemption. The person must be participating in an activity that meets one of the following definitions of “work activity” contained in Section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)):

- a. Unsubsidized employment;
- b. Subsidized private-sector employment;
- c. Subsidized public-sector employment;
- d. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
- e. On-the-job-training;
- f. Job-search;
- g. Community service programs;
- h. Vocational educational training (not to exceed 12 months with respect to any individual);
- i. Job-skills training directly related to employment;
- j. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
- k. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate;
- l. Able to meet requirements under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other welfare program of the State in which PHA is located including a State-administered Welfare-to-Work program; or;

15.8 COMMUNITY & SELF-SUFFICIENCY REQUIREMENT PARTNERSHIPS

NHA may, through its Family Self-Sufficiency program, coordinate Individual Training and Service Plans (ITSPs) with the community and self-sufficiency requirements (CSSR). Specific CSSR activities may be included in the ITSPs to enhance a person’s progress toward self-sufficiency. Regular meetings with NHA Coordinators may satisfy CSSR activities. FSS Program Coordinators may verify community service hours within individual monthly logs.

15.9 DOCUMENTATION AND VERIFICATION

At lease execution and regular reexamination, each adult member (18 or older) of a Public Housing resident family must sign an acknowledgement that he/she has received and read the CSSR policy.



Further the resident acknowledgement includes resident understanding that failure to comply with the CSSR will result in nonrenewal of their lease.

At lease execution and regular reexamination each exempt adult member must provide documentation that they are exempt from the CSSR. Non-exempt family members (including those that were non-exempt for a portion of the year) must provide completed documentation forms of activities performed over the previous twelve months. For individuals who are exempt because they are elderly or permanently disabled, verification of exempt status will be done once and will not be completed annually.

The following steps will be taken by NHA regarding verification of the CSSR:

- If anyone in the family is subject to the community service requirement, NHA will provide the family with community service documentation forms.
- NHA will review and verify, at least 30 days before the annual reexamination and/or lease expiration, the exempt or non-exempt status and CSSR compliance of non-exempt family members.
- If qualifying activities are administered by an organization other than NHA, a family member who is required to fulfill a service requirement must provide one of the following:
 - A signed certification to NHA by such other organization that the family member has performed such qualifying activities; or
 - A signed self-certification to NHA by the family member that he or she has performed such qualifying activities.
- If a signed self-certification is used to verify CSSR requirements, the signed self-certification will include the following:
 - A statement that the resident contributed at least 8 hours per month of community service not including political activities within the community in which the adult resides; or participated in an economic self-sufficiency program as set forth in section 1.7 (Self-Sufficiency Activities) above for at least 8 hours per month;
 - The name, address, and a contact person at the community service provider; or the name, address, and contact person for the economic self-sufficiency program;
 - The date(s) during which the resident completed the community service activity, or participated in the economic self-sufficiency program;
 - A description of the activity completed; and
 - A certification that the resident's statement is true.
- If NHA has reasonable cause to believe that the certification provided by the family is false or fraudulent, NHA has the right to request additional documentation to verify CSSR participation.
- NHA will retain reasonable documentation of service requirement performance or exemption in participant files. **[24 CFR 960.605(c)(4)]**

For residents under lease before January 1, 2019 NHA will review annual compliance and obtain third party verification for that lease cycle. However, for any subsequent lease cycles beginning on or after

January 1, 2019, NHA will accept resident self-certifications for those periods. NHA not accept resident self-certifications for tenants subject to a work-out agreement until the resident has completed, and NHA has verified through a third party, that the resident has completed the required hours.

15.10 VALIDATION REQUIREMENTS

NHA will validate a sample of self-certifications with the third-party for whom the resident completed the community service or self-sufficiency activity.

The sample of self-certifications NHA validates will be statistically valid, random sample using the HUD required sampling process. The universe of self-certifications should only include residents that submitted a self-certification, and should not include:

- Residents that are under the age of 18 years or 62 years or older;
- Residents that are exempt
- Residents for which a PHA receives third party verification of completion with CSSR; and
- Residents that did not complete the required CSSR.

Because the number of residents subject to the CSSR is constantly in fluctuation due to unit turnover, resident employment, etc., NHA will choose a point in time annually to calculate the universe of self-certifications received during the previous 12 months.

To validate a self-certification, NHA will obtain third-party documentation that includes, at a minimum, the name of the organization or person, the number of hours completed by the resident, a signature from the appropriate staff person within the third-party organization or person and that staff person's contact information. Consistent with the written third-party verification techniques outlined in Notice PIH 2010-19, NHA may accept third-party generated documentation directly from the third-party or from the resident.

15.11 CHANGE IN STATUS BETWEEN ANNUAL DETERMINATIONS

1. **Exempt to Non-Exempt Status:** If an exempt individual becomes non-exempt during the twelve month lease term, it is the family's responsibility to report this change to NHA within 10 business days.

Within 10 business days of a family reporting such a change, or NHA determining such a change is necessary, NHA will provide written notice of the effective date of the requirement, a list of agencies in the community that provide volunteer and/or training opportunities, as well as a documentation form on which the family member may record the activities performed and number of hours contributed.

The effective date of the community service requirement will be the first of the following month.

2. **Non-Exempt to Exempt Status:** If a non-exempt person becomes exempt during the twelve month lease term, it is the family's responsibility to report this change to NHA within 10 business days. Any claim of exemption will be verified by NHA in accordance with NHA policies.

Within 10 business days of a family reporting such a change, or NHA determining such a change is necessary, NHA will provide the family written notice that the family member is no longer subject to the community service requirement, if NHA is able to verify the exemption.

The exemption will be effective immediately.

15.12 NON-COMPLIANCE OF A NON-EXEMPT FAMILY MEMBER

In the event a resident does not provide documentation of the CSSR, the resident will have 10 business days to submit NHA required documentation form(s). If the resident fails to submit the documentation within the required time frame or within any NHA approved extension, the resident will be considered non-compliant with the CSSR and a notice of non-compliance will be issued. The notice of non-compliance will include:

- A brief description of the finding of non-compliance with the CSSR.
- A statement that the NHA will not renew the lease at the end of the current 12-month lease term unless the resident enters into a written work-out agreement with NHA or the family provides written assurance that is satisfactory to NHA explaining that the non-compliant resident no longer resides in the unit.

15.13 ENFORCEMENT DOCUMENTATION

If a resident is non-compliant with the CSSR, NHA will not renew the lease at the end of the term unless the resident agrees to enter into a work-out agreement. The work-out agreement includes the means through which a non-compliant family member will comply with the CSSR requirement.

Should a family member refuse to sign a written work-out agreement, or fail to comply with the terms of the work-out agreement, NHA will initiate termination of tenancy proceedings at the end of the current 12-month lease (see 24 CFR 966.53(c)) due to the fact that the family is failing to comply with lease requirements.

When initiating termination of tenancy proceedings, NHA will provide the following to a family:

- Adequate notice to the resident on the grounds for terminating the tenancy and for non-renewal of the lease;
- The right to be represented by counsel;
- Opportunity for the tenant to refute the evidence presented by NHA, including the right to confront and cross-examine witnesses and present any affirmative legal or equitable defense which the resident may have; and,
- A decision on the merits.

The resident may request a grievance hearing on NHA's determination, in accordance with 24 CFR Part 966, subpart B, and the resident may exercise any available judicial remedy to seek timely redress for the NHA's nonrenewal of the lease because of such determination.

CHAPTER 16: PETS

16.1 INTRODUCTION

This chapter explains NHA's policies on the keeping of pets and any criteria or standards pertaining to the policies. The rules adopted are reasonably related to the legitimate interest of NHA to provide a decent, safe and sanitary living environment for all residents, and to protect and preserve the physical condition of the property, as well as the financial interest of NHA.

16.2 ASSISTANCE ANIMALS

Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals – often referred to as “service animals,” “assistive animals,” “support animals,” or “therapy animals” – perform many disability-related functions, including but not limited to the following: [Section 504; Fair Housing Act (42 U.S.C.); 24 CFR 5.303]

- Guiding individuals who are blind or have low vision
- Alerting individuals who are deaf or hearing impaired
- Providing minimal protection or rescue assistance
- Pulling a wheelchair
- Fetching items
- Alerting persons to impending seizures
- Providing emotional support to persons with disabilities who have a disability-related need for such support

Assistance animals that are needed as a Reasonable Accommodation for persons with disabilities are not considered pets, and thus, are not subject to NHA's pet policies other than the approval, care, and handling requirements delineated herein [24 CFR 5.303; 960.705].

16.3 APPROVAL OF ASSISTANCE ANIMALS

A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal [PH Occ GB, p. 179].

NHA will not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed by the person with the disability [PH Occ GB, p. 178].

NHA may refuse to permit persons with a disability to use and live with an assistance animal that is needed to assist them if: [PH Occ GB, p. 179]:

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a Reasonable Accommodation; or
- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others.
- There is reliable objective evidence that the service and assistance animals are known to be dangerous or wild animals or have the proclivity to be dangerous.



For an animal to be excluded from the pet policy and be considered an assistance animal, there must be a person with disabilities in the household, and the family must request and NHA approve a Reasonable Accommodation in accordance with the policies.

Residents must register their assistance animal with their Asset Manager before it is brought onto NHA's property, and must update the registration annually at the Asset Management Office. The registration must include a certificate signed by a licensed veterinarian or a local authority empowered to inoculate animals (or designated agent of such an authority) stating that the animal has received all inoculations required by applicable local law.

The resident is still required to follow all of the terms and conditions of the lease, including the ability to ensure the peaceful enjoyment of the development by others.

16.4 CARE AND HANDLING OF ASSISTANCE ANIMALS

Residents must care for assistance animals in a manner that complies with state and local laws, including anti-cruelty laws. **[24 CFR 5.303; 24 CFR 960.705]**

Residents must ensure that assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling apartment, or property of other residents.

When a resident's care or handling of an assistance animal violates these policies, NHA will consider whether the violation could be reduced or eliminated by a Reasonable Accommodation. If NHA determines that no such accommodation can be made, NHA may withdraw the approval of a particular assistance animal.

16.5 PET POLICIES FOR ALL DEVELOPMENTS

16.5.1 Overview

The purpose of a pet policy is to establish clear guidelines for ownership of pets and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets. This part contains pet policies that apply to all developments.

16.5.2 Registration of Pets

Pets must be registered with NHA before they are brought onto the premises. **[24 CFR 960.707(b)(5)]**. NHA will issue a registration tag for dogs and cats upon successful completion of NHA's pet registration process, including proof of inoculations and spaying/neutering. Residents are required to have their dog/cat registration tag worn on their pet's collar.

Registration includes documentation signed by a licensed veterinarian or state/local authority that the pet has received all inoculations required by state or local law, and that the pet has no communicable disease(s) and is pest-free. Additionally, the registration includes proof that a dog/cat has been spayed or neutered.

Pets will not be approved to reside in an apartment until completion of the registration requirements.

16.5.3 Refusal to Register Pets

NHA will refuse to register a pet if:

- The pet is not a *common household pet* as defined in NHA's policies
- Keeping the pet would violate any pet restrictions listed in this policy
- The pet owner fails to provide complete pet registration information
- NHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

If NHA refuses to register a pet, a NHA will send written notification to the pet owner. The notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with NHA's grievance procedures.

16.5.4 Pet Agreement

All Residents who have been approved to have a pet must enter into a pet agreement with NHA, or the approval of the pet will be withdrawn.

The Pet Agreement is the resident's certification that he or she has received a copy of NHA's pet policy and applicable house rules, that he or she has read the policies and/or rules, understands them, and agrees to comply with them.

The resident further certifies by signing the pet agreement that he or she understands that noncompliance with NHA's pet policy and applicable house rules may result in the withdrawal of NHA approval of the pet or termination of tenancy.

16.5.5 Standards for Pets

NHA's requirements related to pet ownership include, but are not limited to: **[24 CFR 5.318; 960.707(b)]**

- Limitations on the number of animals in an apartment, based on apartment size;
- Prohibitions on types of animals that NHA classifies as dangerous, provided that such classifications are consistent with applicable state and local law;
- Prohibitions on individual animals, based on certain factors, including the size and weight of the animal; and

16.5.6 Definition of "Common Household Pet"

The regulations for pet ownership in elderly/disabled developments expressly authorize definition of the term. **[24 CFR 5.306(2)]**

Common household pet means a domesticated animal, such as a dog, cat, bird, or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes.

The following animals are not considered common household pets:

- Reptiles
- Rodents
- Insects
- Arachnids



- Wild animals or feral animals
- Pot-bellied pigs
- Animals used for commercial breeding

16.5.7 Pet Restrictions

The following animals are not permitted:

- Any animal whose adult weight will exceed 25 pounds
- Dogs of the pit bull, Rottweiler, chow, or boxer breeds
- Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations
- Any animal not permitted under state or local law or code

16.5.8 Number of Pets

- Residents may have 1 pet
- In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 10 gallons. Such a tank or aquarium will be counted as 1 pet.

16.5.9 Pet Rules

Pet owners must maintain pets responsibly, in accordance with NHA policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations. **[24 CFR 5.315; 24 CFR 960.707(a)]**

16.5.10 Pet Area Restrictions

- Pets must be maintained within the resident's apartment. When outside of the apartment (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.
- Pets other than dogs or cats must be kept in a cage or carrier when outside of the apartment.
- Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.
- Pet are prohibited from balconies

16.5.11 Designated Pet/No-Pet Areas

NHA may designate buildings, floors of buildings, or sections of buildings as no-pet areas where pets generally may not be permitted. Pet rules may also designate buildings, floors of building, or sections of building for residency by pet-owning residents. **[24 CFR 5.318(g), PH Occ GB, p. 182]**

16.5.12 Resident Absence

No dog or cat shall be left alone in any dwelling apartment over twenty-four (24) hours. Any resident who is away twenty-four hours or longer for any reason must make arrangements for such pet to be kept elsewhere during his/her absence.

16.5.13 Cleanliness

The pet owner shall be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of it.



The pet owner shall take adequate precautions to eliminate any pet odors within or around the apartment and to maintain the apartment in a sanitary condition at all times.

Litter box requirements:

- Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner.
- Litter shall not be disposed of by being flushed through a toilet.
- Litter boxes shall be kept inside the resident's dwelling apartment.

16.5.14 Alterations to Apartment

- Pet owners shall not alter their apartment, patio, premises or common areas to create an enclosure for any animal.
- Installation of pet doors is prohibited.

16.5.15 Noise

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing apartment or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

16.5.16 Pet Care

- Each pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.
- Each pet owner shall be responsible for appropriately training and caring for his/her pet to ensure that the pet is not a nuisance or danger to other residents and does not damage NHA property.
- No animals may be tethered or chained inside or outside the dwelling apartment at any time.
- Residents are responsible for evacuating their pets and making arrangements for pet care in the event of an emergency.

16.5.17 Responsible Parties

- The pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.
- A resident who cares for another resident's pet must notify NHA and sign a statement that they agree to abide by all of the pet rules.

16.5.18 Pets Temporarily on the Premises

- Residents may have a pet temporarily on NHA grounds, not to exceed 14 consecutive days.
- Residents must notify NHA if any pet, not registered by NHA, is going to be kept in the apartment overnight
- Residents are prohibited from feeding or harboring stray animals.

16.6 PET RULE VIOLATIONS



All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement.

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, written notice will be served.

The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

- That the pet owner has 10 business days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation
- That the pet owner is entitled to be accompanied by another person of his or her choice at the meeting
- That the pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy

16.7 NOTICE FOR PET REMOVAL

If the pet owner and NHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by NHA, NHA may serve notice to remove the pet. The notice will contain:

- A brief statement of the factual basis for NHA's determination of the pet rule that has been violated;
- The requirement that the resident /pet owner must remove the pet within 30 calendar days of the notice;
- A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

16.8 PET REMOVAL

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the pet owner.

If the responsible party is unwilling or unable to care for the pet, or if NHA after reasonable efforts cannot contact the responsible party, NHA may contact the appropriate state or local agency and request the removal of the pet.

16.9 TERMINATION OF TENANCY

NHA may initiate procedures for termination of tenancy based on a pet rule violation if:

- The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; or
- The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

16.10 EMERGENCIES

- Residents must prepare well in advance for all kinds of situations, including taking care of and making arrangements for their pets when emergencies arise. NHA is not responsible for evacuating, caring for and/or making arrangements for residents' pets in the event of an emergency, including emergencies which require residents and pets to evacuate the premises.
- NHA will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals.
- If it is necessary for NHA to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.
- If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

16.11 PET RELATED DAMAGES DURING OCCUPANCY

All reasonable expenses incurred by NHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

- The cost of repairs and replacements to the resident's dwelling apartment
- Fumigation of the dwelling apartment
- Repairs to common areas of the project
- The expense of flea elimination shall also be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with NHA policies.

Pet fees will not be applied to the costs of pet-related damages during occupancy.

Charges for pet-related damage are not part of rent payable by the resident.

16.12 THE PET REQUIREMENTS

Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing at the time of registration and at each annual recertification.

The following vaccinations and conditions are mandatory:

- Dogs must be vaccinated for distemper, parvo-virus, hepatitis, leptospirosis and rabies
- Cats must be vaccinated for distemper (feline 3 way vaccination and rabies)
- Dogs and cats must be spayed or neutered

Proof that the vaccinations were obtained and that the pet has been spayed or neutered shall consist of a certificate signed by a licensed veterinarian or state/local authority.

16.13 PET FEES

16.13.1 Refundable Pet Fees: General Occupancy Developments

NHA requires a refundable pet fee to cover additional costs attributable to the pet and not otherwise covered [24 CFR 960.707(b)(1)].

Pet owners must pay a pet fee equal to \$50 per apartment. Upon implementation of the pet fee, NHA will allow existing residents to pay the \$50 pet fee over a six month period, upon request from the resident.

Fees will be used only to pay reasonable expenses directly attributable to the presence of a pet including but not limited to:

- The cost of repairs and replacements to the resident's dwelling apartment
- Fumigation of the dwelling apartment
- Repairs to common areas of the project
- The expense of flea elimination shall also be the responsibility of the resident.

NHA will place the fee in an account of the type required under applicable State or local law for pet fees. NHA must comply with such laws as to retention of the fee, interest, and return of the fee to the resident, and any other applicable requirements [24 CFR 960.707(d)].

16.13.2 Payment of Refundable Pet Fee: General Occupancy Developments

Pet owners are required to pay the pet fee in addition to any other required amounts. The fee must be paid in full before the pet is brought on the premises. The pet fee is not part of rent payable by the resident.

16.13.3 Refund of Refundable Pet Fee: General Occupancy Developments

- NHA will refund the pet fee to the resident, less the costs of any damages caused by the pet to the dwelling apartment, after move-out or removal of the pet from the apartment.
- The resident will be billed for any amount that exceeds the pet fee.
- NHA will provide the resident with a written list of any charges against the pet fee after the move-out inspection. If the resident disagrees with the amount charged to the pet fee, NHA will provide a meeting to discuss the charges.

16.13.4 Refundable Pet Fees: Elderly/Disabled Developments

Pet owners are required to pay a pet fee. The fee is must be paid in full before the pet is brought on the premises. **[24 CFR 5.318(d)(1)]**

Pet owners must pay a pet fee equal to \$50 per apartment.

16.13.5 Refund of Pet Fee: Elderly/Disabled Developments

NHA will use the pet fee only to pay reasonable expenses directly attributable to the presence of the pet, including (but not limited to) the costs of repairs and replacements to, and fumigation of, the resident's dwelling apartment. NHA will refund the unused portion of the pet fee to the resident within a reasonable time after the resident moves from the project or no longer owns or keeps a pet in the apartment. **[24 CFR 5.318(d)(1)]**

- NHA will refund the pet fee to the resident, less the costs of any damages caused by the pet to the dwelling apartment, after move-out or removal of the pet from the apartment.
- The resident will be billed for any amount that exceeds the pet fee.
- NHA will provide the resident with a written list of any charges against the pet fee after the move-out inspection. If the resident disagrees with the amount charged to the pet fee, NHA will provide a meeting to discuss the charges.

CHAPTER 17: LEASE TERMINATIONS

17.1 GENERAL POLICY LEASE TERMINATION

Either the resident or NHA may terminate tenancy at any time in accordance with all applicable Federal, State and local laws and lease terms. **[24 CFR 966.4 (l)]**

HUD requires NHA to terminate the lease in certain circumstances. In other circumstances, HUD requires NHA to establish provisions for lease termination. It is NHA's option to determine on a case by case basis, whether termination is warranted.

NHA will consider household circumstances prior to lease termination, including consideration that if the household removes the culpable member, then the lease may not be terminated.

17.2 DEFINITIONS

The following definitions used for this and other parts of this chapter can be found in the definition section of the ACOP. **[24 CFR 5.100]**

1. Covered person
2. Drug
3. Drug-related criminal activity
4. Guest
5. Household
6. Other person under the resident's control
7. Premises
8. Violent criminal activity

17.3 RESIDENT CHOOSES TO TERMINATE

The family may terminate the lease at any time, for any reason, by following the notification procedures as outlined in the lease. Such notice must be in writing and delivered to the project office or sent by pre-paid first-class mail, properly addressed. **[24 CFR 966.4(k)(1)(ii) and 24 CFR 966.4(l)(1)]**

If a family desires to move and terminate their tenancy with NHA, they must give at least 30 calendar days advance written notice to NHA of their intent to vacate. When a family must give less than 30 days' notice due to circumstances beyond their control NHA, at its discretion, may waive the 30 day requirement. The notice of lease termination must be signed by the head of household, spouse, or co-head.

17.4 GUIDELINES FOR TERMINATION BASED ON CRIMINAL BACKGROUND

The Exhibits section of the ACOP contains the guidelines used by NHA to determine whether to terminate due to criminal record/activities. In addition to the guidelines for denial/termination of criminal activity (found in the Exhibits section), NHA will consider relevant circumstances included in this ACOP when making a determination whether to deny or terminate.

17.5 ANDATORY TERMINATION

17.5.1 Failure to Provide Consent

NHA will terminate the lease if any family member fails to sign and submit any consent form s/he is required to sign for any recertification. **[24 CFR 960.259(a) and (b)]**

17.5.2 Failure to Provide Documentation of Citizenship

NHA will terminate the lease if:

- A family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status;
- A family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members; or
- A family member, as determined by NHA, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the apartment. For (3), such termination must be for a period of at least 24 months. This does not apply to ineligible non-citizens already in the household where the family's assistance has been prorated. **[24 CFR 5.514(c) and (d) and 24 CFR 960.259(a)]**

17.5.3 Failure to Provide Social Security Number Documentation

NHA must terminate the lease if a resident family fails to provide the documentation or certification required for any family member who obtains a social security number.. **[24 CFR 5.218 (c) and 24 CFR 960.259(a)(3)]**

17.5.4 Termination Due to State Registered Lifetime Sex Offender Status

HUD regulations at 24 CFR § 5.856, § 960.204(a)(4), and § 982.553(a)(2) prohibit admission after June 25, 2001, if any member of a household is subject to a State lifetime sex offender registration requirement. This regulation reflects a statutory prohibition. A household receiving assistance with such a member is receiving assistance in violation of federal law.

If NHA discovers that a household member was erroneously admitted (the household member was subject to a lifetime registration requirement at admission and was admitted after June 25, 2001), NHA will immediately pursue eviction for the household member. Regulations for hearings for the Public program at 24 CFR § 966 Subpart B continue to apply. If NHA erroneously admitted a lifetime sex offender, NHA will give the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, NHA will terminate assistance for the household.

For admissions before June 25, 2001, there is currently no HUD statutory or regulatory basis to evict or terminate the assistance of the household solely on the basis of a household member's sex offender registration status.

NHA will terminate the lease if any member of the household, during their current Public Housing tenancy, becomes subject to a registration requirement under a state sex offender registration program.

17.5.5 Failure to Accept NHA's Offer of a Lease Revision

NHA must terminate the lease if the family fails to accept NHA's offer of a lease revision to an existing lease, provided NHA has done the following: **[24 CFR 966.4(l)(2)(ii)(E)]**

- The revision is on a form adopted by NHA in accordance with 24 CFR 966.3 pertaining to requirements for notice to residents and resident organizations and their opportunity to present comments.
- NHA has made written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect.
- NHA has specified in the offer a reasonable time limit within that period for acceptance by the family.

17.5.6 Methamphetamine Conviction

NHA must immediately terminate the lease if NHA determines that any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing. **(24 CFR 966.4 (l)(5)(i)(A))**

17.5.7 Non-Compliance with Community Service Requirements

NHA is prohibited from renewing the lease at the end of the 12 month lease term when the family fails to comply with the community service requirements. **[24 CFR 966.4(l)(2)(ii)(D), 24 CFR 960.603(b) and 24 CFR 960.607(b)(2)(ii) and (c)]**

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17.6 THE AUTHORIZED REASONS FOR TERMINATION

Besides requiring NHA to terminate the lease under the circumstances as described above, NHA has established provisions for termination pertaining to certain criminal activity, alcohol abuse, and certain household obligations stated in the regulations. These provisions for lease termination are in the lease agreement, however NHA is not required to terminate for such violations in all cases. NHA has the discretion to consider circumstances surrounding the violation or, in applicable situations, whether the offending household member has entered or completed rehabilitation, and NHA may, as an alternative to termination, require the exclusion of the culpable household member.

HUD authorizes NHA to terminate the lease for other grounds, but for only those grounds that constitute serious or repeated violations of material terms of the lease or that are for other good cause. .

NHA may consider alternatives to termination and has established policies describing the criteria that NHA will use when deciding what action to take, the types of evidence that will be acceptable, and the steps NHA will take when terminating a family's lease.

17.6.1 Drug Crime On or Off the Premises

1. The lease provides that drug-related criminal activity engaged in on or off the premises by the resident, member of the resident's household or guest, or any such activity engaged in on the premises by any other person under the resident's control is grounds for termination. **[24 CFR 966.4(l)(5)(i)(B)]**
2. NHA will terminate the lease for drug-related criminal activity engaged in on or off the premises by any resident, member of the resident's household or guest, and any such activity engaged in on the premises by any other person under the resident's control.
3. NHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of covered persons related to the drug-related criminal activity.

4. In making its decision to terminate the lease, NHA will consider alternatives and NHA may, on a case-by-case basis, choose not to terminate the lease

17.6.2 Illegal Use of a Drug

1. The lease provides that NHA may evict a family when NHA determines that a household member is illegally using a drug or 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. **[24 CFR 966.4(l)(5)(i)(B)]**
2. A pattern of illegal drug use means more than one incident of any use of illegal drugs during the previous six months.
3. NHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the use of illegal drugs.
4. In making its decision to terminate the lease, NHA will consider alternatives and NHA may, on a case-by-case basis, choose not to terminate the lease.

17.6.3 Threat to Other Residents

1. The lease provides that any criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including NHA management staff residing on the premises) or by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy. **[24 CFR 966.4(l)(5)(ii)(A)]**
2. *Immediate vicinity* means within a three-block radius of the premises.
3. NHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of covered persons related to the criminal activity.
4. In making its decision to terminate the lease, NHA will consider alternatives and NHA may, on a case-by-case basis, choose not to terminate the lease.

17.6.4 Alcohol Abuse

NHA has established standards that allow termination of tenancy if NHA determines that a household member has engaged in abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents. **[24 CFR 966.4(l)(5)(vi)(A)]**

1. NHA will terminate the lease if NHA determines that a household member has engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.
2. A pattern of such alcohol abuse means more than one incident of any such abuse of alcohol during the previous six months.
3. NHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the abuse of alcohol.
4. In making its decision to terminate the lease, NHA will consider alternatives and NHA may, on a case-by-case basis, choose not to terminate the lease.

17.6.5 Furnishing False or Misleading Information Concerning Illegal Drug Use or Alcohol Abuse

NHA has established standards that allow termination of tenancy if NHA determines that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers. **[24 CFR 966.4(l)(5)(vi)(B)]**

1. NHA will terminate the lease if NHA determines that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.
2. NHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the use of illegal drugs or the abuse of alcohol, and any records or other documentation (or lack of records or documentation) supporting claims of rehabilitation of illegal drug users or alcohol abusers.
3. In making its decision to terminate the lease, NHA will consider alternatives and NHA may, on a case-by-case basis, choose not to terminate the lease.

17.6.6 Other Serious or Repeated Violations of Material Terms of the Lease

HUD regulations require certain resident obligations to be incorporated into the lease. Violations of such regulatory obligations are considered to be serious or repeated violations of the lease and grounds for termination. Incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may not be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence or stalking,

NHA will terminate the lease for the following violations of resident obligations under the lease:

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

In making its decision to terminate the lease, NHA will consider alternatives and NHA may, on a case-by-case basis, choose not to terminate the lease.

If NHA can prove resident negligence that results in a fire, infestation and/or flood to the unit or NHA property, NHA will terminate the lease and move to evict for failure to comply with the lease requirements.

17.7 THER GOOD CAUSE REASON FOR TERMINATION

HUD regulations state that NHA may terminate tenancy for other good cause. The regulations provide a few examples of other good cause, but do not limit NHA to only those examples. The Violence Against Women Act of 2005 explicitly prohibits NHA from considering incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking as “other good cause” for terminating the tenancy or occupancy rights of the victim of such violence.

NHA will terminate the lease for the following reasons.

1. *Fugitive Felon or Parole Violator*. If a resident is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under federal or state law.
2. Discovery after admission of facts that made the resident ineligible.
3. Discovery of material false statements or fraud by the resident in connection with an application for assistance or with recertification of income.
4. Failure to furnish such information and certifications regarding family composition and income as may be necessary for NHA to make determinations with respect to rent, eligibility, and the appropriateness of dwelling size.
5. Failure to transfer to an appropriate size dwelling apartment based on family composition, upon appropriate notice by NHA that such a dwelling apartment is available.
6. Failure to permit access to the apartment by NHA after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling apartment for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists.
7. Failure to promptly inform NHA of the birth, adoption or court-awarded custody of a child. In such a case, promptly means within 10 business days of the event.
8. Failure to abide by the provisions of NHA’s pet policy.
9. If the family has breached the terms of a repayment agreement entered into with NHA.
10. If the family refuses to enter into a repayment agreement with NHA
11. If a family member has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.
12. The death of the tenant/head of household, subject to the rights of a qualifying co-tenant or remaining household member (per Federal law) to remain in the unit.

13. If a household member has engaged in or threatened violent or abusive behavior toward NHA personnel.
 - a. *Abusive or violent behavior towards NHA personnel* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
 - b. *Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

17.8 ABSENCE FROM THE APARTMENT

1. The family must supply any information or certification requested by NHA to verify that the family is living in the apartment, or relating to family absence from the apartment, including any NHA-requested information or certification on the purposes of family absences. The family must cooperate with NHA for this purpose.
2. The family must promptly notify NHA when any or all family members will be absent from the apartment for an extended period. An extended period is defined as any period greater than 30 consecutive days. In such a case promptly means within 10 business days of the start of the extended absence. When all family members are going to be absent from the apartment, the resident shall notify the manager, secure the apartment and provide a means for NHA to contact the resident in an emergency. Failure to advise NHA of an extended absence is grounds for termination of the lease.
3. If a family member is absent from the Public Housing apartment for more than 90 consecutive days, and the family does not adequately verify that the family member is living in the apartment; NHA will remove the household member from the lease.
4. If all family members are absent from the apartment for more than 90 consecutive days and if the family cannot adequately verify that the family is occupying the apartment, NHA will terminate the lease for other good cause.
5. If the family appears to have vacated the apartment without giving proper notice, NHA will follow state and local landlord-resident law pertaining to abandonment before taking possession of the apartment. If necessary, NHA will secure the apartment immediately to prevent vandalism and other criminal activity.

17.9 ALTERNATIVE TO TERMINATION OF TENANCY

1. **Exclusion of Culpable Household Member** - As an alternative to termination of the lease for criminal activity or alcohol abuse HUD provides that NHA may consider exclusion of the culpable household member. Such an alternative may be used, by NHA policy, for any other reason where such a solution appears viable. **[24 CFR 966.4(l)(5)(vii)(C)]**

NHA will consider requiring the resident to exclude a household member in order to continue to reside in the assisted apartment, where that household member has participated in or been culpable for action or failure to act that warrants termination.

As a condition of the family's continued occupancy, the head of household must certify that the culpable household member has vacated the apartment and will not be permitted to visit or to stay as a guest in the assisted apartment. The family must present evidence of the former household member's current address upon NHA request.

2. **Repayment of Family Debts** - If a family owes amounts to NHA, as a condition of continued occupancy, NHA will require the family to repay the full amount or to enter into a repayment agreement, within 30 days of receiving notice from NHA of the amount owed.

17.10 CRITERIA FOR DECIDING TO TERMINATE TENANCY

NHA may consider all of the circumstances relevant to a particular case before making a decision.

1. Evidence

For criminal activity, HUD permits NHA to terminate the lease if a *preponderance of the evidence* indicates that a household member has engaged in the activity, regardless of whether the household member has been arrested or convicted, and without satisfying the standard of proof used for a criminal conviction.

NHA will use the concept of the preponderance of the evidence as the standard for making all termination decisions.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

2. Consideration of Circumstances [24 CFR 966.4(l)(5)(vii)(B)]

Although it is required that certain lease provisions exist for criminal activity and alcohol abuse, HUD provides that NHA may consider all circumstances relevant to a particular case in order to determine whether or not to terminate the lease. Such relevant circumstances can also be considered when terminating the lease for any other reason.

NHA will consider the following factors before deciding whether to terminate the lease for any of the HUD required lease provisions or for any other reasons:

- a. The seriousness of the offending action, especially with respect to how it would affect other residents
- b. The extent of participation or culpability of the leaseholder, or other household members, in the offending action, including whether the culpable member is a minor, a person with disabilities, or a victim of domestic violence, dating violence, or stalking
- c. The effects that the eviction will have on other family members who were not involved in the action or failure to act
- d. The effect on the community of the termination, or of NHA's failure to terminate the tenancy
- e. The effect of NHA's decision on the integrity of the Public Housing program
- f. The demand for housing by eligible families who will adhere to lease responsibilities
- g. The extent to which the leaseholder has shown personal responsibility and whether they have taken all reasonable steps to prevent or mitigate the offending action
- h. The length of time since the violation occurred, the family's recent history, and the likelihood of favorable conduct in the future
- i. In the case of program abuse, the dollar amount of the underpaid rent and whether or not a false certification was signed by the family

3. Consideration of Rehabilitation [24 CFR 966.4(l)(5)(vii)(D)]

HUD authorizes NHA to take into consideration whether a household member who had used illegal drugs or abused alcohol and is no longer engaging in such use or abuse is participating in or has successfully completed a supervised drug or alcohol rehabilitation program.

In determining whether to terminate the lease for illegal drug use or a pattern of illegal drug use, or for abuse or a pattern of abuse of alcohol, by a household member who is no longer engaging in such use or abuse, NHA will consider whether such household member is participating in or has

successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully.

For this purpose NHA will require the resident to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

4. **Termination and Reasonable Accommodation [24 CFR 966.7]**
See ACOP policy on termination and Reasonable Accommodation in the Chapter on Reasonable Accommodation Policy
5. **Non-discrimination Limitation [24 CFR 966.4(l)(5)(vii)(F)]**
NHA's eviction actions must be consistent with fair housing and equal opportunity provisions of 24 CFR 5.105.

17.11 LEASE TERMINATION NOTICE

- Notices of lease termination will be in writing and will state the specific grounds for termination, the date the termination will take place, the resident's right to reply to the termination notice, and their right to examine NHA documents directly relevant to the termination or eviction. **[24 CFR 996.4(m)]. [24 CFR 966.4(l)(3)]**
- When NHA is required to offer the resident an opportunity for a grievance hearing, the notice will also inform the resident of their right to request a hearing in accordance with NHA's grievance procedure. In these cases, the tenancy shall not terminate until the time for the resident to request a grievance hearing has expired and the grievance procedure has been completed.
- When NHA is not required to offer the resident an opportunity for a grievance hearing because HUD has made a due process determination and the lease termination is for criminal activity that threatens health, safety or right to peaceful enjoyment or for drug-related criminal activity, the notice of lease termination will state that the resident is not entitled to a grievance hearing on the termination. It will specify the judicial eviction procedure to be used by NHA for eviction of the resident, and state that HUD has determined that the eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations. The notice will also state whether the eviction is for a criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of NHA, or for a drug-related criminal activity on or off the premises.
- All notices of lease termination will include the VAWA notice of protection against termination for victims of domestic violence, dating violence, sexual assault or stalking and the procedure for seeking such a protection as described in Chapter 2 of this ACOP. Any family member who claims that the cause for termination involves (a) criminal acts of physical violence against a tenant or an affiliated individual (b) incidents of domestic violence, dating violence, sexual assault or stalking of which the tenant or an affiliated individual is the victim, will be given the opportunity to provide documentation in accordance with the policies. NHA will also provide the tenants with a Form HUD-50066.
- Notice shall include a statement describing the right of any resident with a disability to meet with the manager and determine whether a Reasonable Accommodation could eliminate the need for the lease termination.
- Notices of lease termination may be served personally on an adult member of the resident family. If such attempt fails, the notice will be sent by first-class mail the same day. (Current procedure is to post on the apartment door)



17.12 TIMING OF THE NOTICE

NHA will give written notice of lease termination as follows: **[24 CFR 966.4(l)(3)(i)]**

- A reasonable period of time considering the seriousness of the situation (but not to exceed 30 calendar days)
- If the individual whose lease is proposed for termination is a person with a disability, and the reason for termination is something other than criminal activity, the manager schedules a meeting before sending a notice of lease termination to determine whether a Reasonable Accommodation would permit the resident to be lease compliant.

17.13 NOTICE OF TERMINATION BASED ON CITIZENSHIP STATUS

In cases where termination of tenancy is based on citizenship status, in addition to advising the family of the reasons their assistance is being terminated, the notice will also advise the family of any of the following that apply:

- The family's eligibility for proration of assistance,
- The criteria and procedures for obtaining relief under the provisions for preservation of families, the family's right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or a written explanation in support of the appeal, and
- The family's right to request an informal hearing with NHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal. **[24 CFR 5.514 (c) and (d)]**

17.14 EVICTION

Eviction notice means a notice to vacate, or a complaint or other initial pleading used under state or local law to commence an eviction action. NHA will only evict the resident from the apartment by instituting a court action, unless the law of the jurisdiction permits eviction by administrative action, after a due process administrative hearing, and without a court determination of the rights and liabilities of the parties. **[24 CFR 966.4(l)(4) and 966.4(m)]**

When a family does not vacate the apartment after receipt of a termination notice, by the deadline given in the notice, NHA will follow state and local landlord-resident law in filing an eviction action with the local court that has jurisdiction in such cases.

If the eviction action is finalized in court and the family remains in occupancy beyond the deadline to vacate given by the court, NHA will seek the assistance of the court to remove the family from the premises as per state and local law.

17.15 NOTIFICATION TO POST OFFICE

When NHA evicts an individual or family for criminal activity, including drug-related criminal activity, NHA must notify the local post office serving the dwelling apartment that the individual or family is no longer residing in the apartment. **[24CFR 966.4(l)(5)(iii)(B)]**

17.16 DISCLOSURE OF CRIMINAL RECORDS TO FAMILY

In conducting criminal records checks, when NHA uses the authority of 24 CFR 5.903 and 5.905 to obtain such information, certain protections will be afforded the resident before any adverse action is taken. In such cases if NHA obtains criminal records information from a state or local agency showing that a household member has been convicted of a crime, or is subject to a sex offender registration requirement, relevant to lease enforcement or eviction, NHA will notify the household of the proposed action and will provide the subject of the record and the resident a copy of such information, and an opportunity to dispute the accuracy and relevance of the information before an eviction or lease enforcement action is taken. **[24 CFR 5.903(f), 24 CFR 5.905(d) and 24 CFR 966.4(l)(5)(iv)]**

The family will be given 10 business days from the date of NHA notice, to dispute the accuracy and relevance of the information. If the family does not contact NHA to dispute the information within that 10 business day period, NHA will proceed with the termination action.

Should the resident not exercise their right to dispute prior to any adverse action, the resident still has the right to dispute in the grievance hearing or court trial.

17.17 RECERTIFICATION, RENT PAYMENT AND RENT CHANGE WHEN EVICTION/LEGAL ACTION/TERMINATION ARE PENDING

NHA will not process recertifications or rent changes when evictions, legal actions and/or termination are pending for a household. NHA's acceptance of recertification documentation or processing of a rent change does not in any way waive NHA's rights to terminate or evict.

CHAPTER 18: INFORMAL HEARINGS

18.1 VERVIEW

When NHA makes a decision that has a negative impact on an applicant family, the family is often entitled to appeal the decision. For applicants, the appeal takes the form of an informal hearing. The informal hearing process is different with regard to citizenship status.

18.2 NFORMAL HEARING PROCESS

NHA will only offer informal hearings to applicants for the purpose of disputing denials of admissions. [24 CFR 960.208(a)]

An applicant may request an informal hearing to discuss or present evidence regarding either or both of the following events:

- The applicant was rejected as ineligible for assistance because he/she:
 - a) Was over the income limits for admission;
 - b) Had, but refused to verify a social security number for a family member;
 - c) Had no citizens or eligible immigrants in the applicant family;
 - d) Did not pass the statutory criminal history requirements.
- The applicant was rejected because he/she failed to meet Authority's screening requirements because an adult applicant family member:
 - a) Had verified poor past performance in meeting financial obligations, especially rent;
 - b) Had a record of disturbing neighbors, destroying property, or living or housekeeping habits at prior residences that would adversely affect the health, safety or welfare of other residents, or cause damage to the apartment or development;
 - c) Was involved in criminal activity that would adversely affect the health, safety or welfare of other residents;
 - d) Had a record of eviction from housing or termination from residential programs (considering relevant circumstances);
 - e) Could not verify ability and willingness to comply with the terms of the Authority lease;
 - f) Misrepresented information related to eligibility, award of preference for admission, allowances, family composition or rent.

18.3 NOTICE OF DENIAL

NHA will give an applicant prompt notice of a decision denying eligibility for admission. The notice will contain the following:

- A brief statement of the reason for NHA's decision;
- The specific grounds for the determination;
- The time frame the applicant has to request a Hearing in writing to discuss the determination;
- If the applicant is an individual with disabilities, they may inform Authority staff of this fact and request a Reasonable Accommodation.

18.4 APPLICANT RESPONSE



The applicant request for an informal hearing must be received in writing within 10 business days from the date of the determination or it will not be considered by Authority staff.

18.5 SCHEDULE OF AN INFORMAL HEARING

When NHA receives a timely written request for an informal hearing, NHA will schedule an Informal Hearing and notify the applicant. NHA will notify the applicant of the Informal Hearing in writing, via US mail.

18.6 INFORMAL HEARING OFFICER

NHA will provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review.

18.7 CONDUCTING AN INFORMAL HEARING

- The applicant may present information about mitigating circumstances in an attempt to change NHA determination.
- The applicant will be provided an opportunity to present written or oral objection to NHA decision.
- All documents that resulted in the determination will be made available for review by the applicant.
- The family may be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.
- The family may arrange for an interpreter to attend the hearing at the family's expense.

18.8 INFORMAL HEARING DECISION

1. NHA will notify the applicant of NHA's final decision, including a brief statement of the reasons for the final decision.
2. The Hearing Officer will consider all evidence and explanations presented by the applicant and will make a final determination that the original determination to reject was correct or, based on explanations received and verified, change the original determination.
3. NHA will communicate the final decision in writing to the applicant within 14 calendar days of the date of the informal hearing.
4. The notice will state the basis for the decision.
5. This notice will be hand delivered or mailed to the applicant.
6. If the informal hearing decision overturns the denial, processing for admission will resume.
7. If the family fails to appear for the informal hearing, the denial of admission will stand.

18.9 REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES

Persons with disabilities may request Reasonable Accommodations to participate in an informal hearing process and NHA will consider such accommodations. NHA may also consider Reasonable Accommodation requests pertaining to the reasons for denial if related to the person's disability.

18.10 INFORMAL HEARINGS WITH REGARD TO NON-CITIZENS

NHA will promptly notify applicants/residents of denial or termination of assistance for non-citizens. **[24 CFR 5.514(d)]**. NHA will notify the family of any of the following that apply:

1. That financial assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination of assistance.
2. The family may be eligible for proration of assistance.
3. In the case of a resident, the criteria and procedures for obtaining relief under the provisions for preservation of families [24 CFR 5.514 and 5.518].
4. That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
5. That the family has a right to request an informal hearing with NHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
6. For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

18.11 UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICES APPEAL PROCESS

When NHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, NHA will notify the family of the results of the USCIS verification. The family will have 30 days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide NHA with a copy of the written request for appeal and proof of mailing. **[24 CFR 5.514(e)]**

1. NHA will notify the family in writing of the results of the USCIS secondary verification within 10 business days of receiving the results.
2. The family must provide NHA with a copy of the written request for appeal and proof of mailing within 10 business days of sending the request to the USCIS.
3. The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.
4. The USCIS will notify the family, with a copy to NHA, of its decision. When the USCIS notifies NHA of the decision, NHA will notify the family of its right to request an informal hearing.
5. NHA will send written notice to the family of its right to request an informal hearing within 10 business days of receiving notice of the USCIS decision regarding the family's immigration status.



6. After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, an applicant family may request that NHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of NHA's notice of denial, or within 30 days of receipt of the USCIS appeal decision.

18.12 INFORMAL HEARING PROCEDURE FOR RESIDENTS

The informal hearing procedures for resident families whose tenancy is being terminated based on immigration status is the same as for any grievance under the grievance procedures for resident families.

18.13 RECORD RETENTION USCIS APPEALS

NHA will retain for a minimum of 5 years the following documents that may have been submitted to NHA by the family, or provided to NHA as part of the USCIS appeal or NHA informal hearing process: **[24 CFR 5.514(h)]**

1. The application for assistance
2. The form completed by the family for income recertification
3. Photocopies of any original documents, including original USCIS documents
4. The signed verification consent form
5. The USCIS verification results
6. The request for a USCIS appeal
7. The final USCIS determination
8. The request for an informal hearing
9. The final informal hearing decision
10. All documents and evidence that resulted in the original determination;
11. A copy of the notice of the original determination;;
12. A copy of the letter scheduling the hearing;

If the reason for rejection involved the criminal history of any family member, the criminal history will be shredded and replaced with a notice containing the outcome of the criminal record check.

CHAPTER 19: PROGRAM ADMINISTRATION

19.1 REPAYMENT OF DEBT

When an action or inaction of a resident family results in the underpayment of rent or other amounts, NHA holds the family liable to pay any debt owed to NHA.

NHA will enter into repayment agreements in accordance with NHA policy as a means to recover amounts due to NHA. The term *repayment agreement* refers to a formal document signed by a resident and provided to NHA in which a resident acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.

When a family refuses to repay monies owed to NHA, NHA will utilize other available collection alternatives including, but not limited to, the following:

- Collection agencies
- Small claims court
- Civil law suit
- State income tax set-off program

19.2 RESIDENT REPAYMENT

Any amount due to NHA by a Public Housing family must be repaid. If the family is unable to repay the debt within 30 days, NHA will take action based on whether the debt is due to unpaid rent or other amount owed. Residents are required to reimburse NHA for all debts. This may include but is not limited to unpaid rent, excess utility charges, pet fees and/or maintenance charges.

The resident will be required to reimburse NHA for the full amount of applicable charges and/or unpaid rent.

For any rent related debts, regardless of whether the debt is a result of non-payment of rent or a misrepresentation of income, NHA will not enter into an internal repayment agreement. For all rent related debts, NHA will go to court to obtain a court stipulation for repayment.

If the tenant refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, NHA will terminate the family's tenancy. NHA will not offer any NHA-sponsored amnesty or debt forgiveness programs.

All repayment agreements will be in writing, dated, signed by both the resident and NHA, include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. At a minimum, repayment agreements must contain the following provisions:

- a. Reference to the paragraphs in the Public Housing lease whereby the tenant is in non-compliance and may be subject to termination of tenancy.
- b. The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to NHA.
- c. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
- d. Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy.

To the extent possible, the amount of the monthly payment will be determined in accordance with the family's current income. However, the maximum repayment term that NHA will enter into is



for a period of one year. Additionally, NHA will require the resident to make a down payment of at least fifty percent (50%) of the amount due prior to signing the repayment agreement.

Repayment Options. Tenants have the option to repay amounts due as follows:

1. In a lump sum payment; or
2. A minimum of fifty percent (50%) of the balance and the remaining balance in monthly installments (not to exceed one year);
3. For example: The tenant agrees to repay \$1,000, by making a down payment of \$500 and entering into a repayment agreement with a monthly payment of \$41.66 for a 12 month period.

If the family refuses to repay the debt, enter into a repayment agreement, or breaches a repayment agreement, NHA will terminate the family's tenancy in accordance with NHA's termination policies. NHA may also pursue other modes of collection.

19.3 REPAYMENT AGREEMENT GUIDELINES

1. **Due Dates;** All payments are due by the close of business on the 5th day of the month. If the 5th does not fall on a business day, the due date is the close of business on the first business day after the 5th.
2. **Non-Payment:** If a payment is not received by the end of the business day on the date due, and prior approval for the missed payment has not been given by NHA, NHA will send the family a delinquency notice giving the family 10 business days to make the late payment. If the payment is not received by the due date of the delinquency notice, it will be considered a breach of the agreement and NHA will terminate tenancy in accordance with NHA's termination policies.
3. **No Offer of Repayment Agreement:** NHA will not enter into a repayment agreement if there is already a repayment agreement in place with the family, or the amounts owed by the family exceed the Federal or State threshold for criminal prosecution.

NHA will not enter into a repayment agreement if a resident has had a prior repayment agreement with an effective date within the past five years.

If a family owes an amount, which equals or exceeds \$2,500.00 as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, NHA will refer the case for criminal prosecution.

19.4 RECORDS MANAGEMENT

NHA, at a minimum, will retain the last three years of the form HUD-50058, and supporting documentation, during the term of each assisted lease, and for a period of at least 3 years from the end of participation (EOP) date, to support billings to HUD and to permit an effective audit. Electronic retention of form HUD-50058 and supporting documentation, where applicable, fulfills the record retention requirement under this section

In addition, NHA will keep the following records for at least three years:

- An application from each ineligible family and notice that the applicant is not eligible
- Lead-based paint records as required by 24 CFR 35, Subpart B
- Documentation supporting the establishment of flat rents and the public housing maximum rent
- Documentation supporting the establishment of utility allowances and surcharges
- Documentation supporting PHAS scores
- Accounts and other records supporting NHA budget and financial statements for the program
- Other records as determined by NHA or as required by HUD



1. All applicant and participant information will be kept in a secure location and access will be limited to authorized NHA staff.
2. NHA staff will not discuss personal family information unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

19.5 UPFRONT INCOME VERIFICATION RECORDS MANAGEMENT

NHA ensures that all UIV/EIV data is protected in accordance with Federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper). These requirements are contained in the HUD issued document, *Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification (UIV) Data* and related PIH Notices. EIV documents will be destroyed no later than three years after the effective date of the EOP.

19.6 CRIMINAL RECORDS MANAGEMENT

NHA may only disclose the criminal conviction records which NHA receives from a law enforcement agency to officers or employees of NHA, or to authorized representatives of NHA who have a job-related need to have access to the information. **[24 CFR 5.903(e)]**

NHA has an established system of records management that ensures that any criminal or sex offender records received by NHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to NHA's action without institution of a challenge or final disposition of any such litigation. **[24 CFR 5.903(g)]** This requirement does not apply to information that is public information, or is obtained by a PHA other than under **24 CFR 5.905**. NHA will retain a record of the screening, including the type of screening and the date performed

19.7 MEDICAL/DISABILITY RECORDS MANAGEMENT

NHA will not inquire about the nature or extent of a person's disability. NHA will not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If NHA receives a verification document that provides such information, NHA will destroy or block out any information containing the nature or extent of a person's disability. In place of the confidential information, NHA may note in the file that verification was received including the name and address of the knowledgeable professional who provided the information.

19.8 TERMINATION RECORDS MANAGEMENT

1. A written record of every termination and/or eviction shall be maintained by NHA, and shall contain the following information:
 - a. Name of resident, race and ethnicity, number and identification of apartment occupied;
 - b. Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
 - c. For lease terminations for criminal activity, a note in the file with the date, case number and source of information relating to the Notice of Arrest or Notice of the Incident
 - d. For "for cause" lease terminations, copies of any occurrence reports, lease violation notices, or other appropriate documentation of the underlying facts surrounding the incident that is the subject of the eviction;



- e. Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;
- f. Date and method of notifying resident; and
- g. Summaries of any conferences held with resident including dates, names of conference participants and conclusions;
- h. Copy of the served Termination Notice;
- i. Copy of any agreed settlement orders;
- j. Copy of any post-judgment agreements.

19.9 REPORTING REQUIREMENTS – ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL

NHA will report the name and address of a child identified as having an environmental intervention blood lead level to the public health department. NHA will also report each known case of a child with an environmental intervention blood lead level to the HUD field office. **[24 CFR 35.1130(e)]**



CHAPTER 20: PROGRAM INTEGRITY

20.1 PREVENTING ERRORS AND PROGRAM ABUSE

To ensure that NHA's program is administered effectively and according to the highest ethical and legal standards, NHA will employ a variety of techniques to ensure that both errors and intentional program abuse are rare. Error refers to an unintentional error or omission. Program abuse or fraud refers to a single act or pattern of actions that constitute a false statement, omission, or concealment of a substantial fact, made with the intent to deceive or mislead.

20.2 INVESTIGATING ERRORS AND PROGRAM ABUSE

1. NHA will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. In order for NHA to investigate, the allegation must contain at least one independently-verifiable item of information, such as the name of an employer or the name of an unauthorized household member.
2. NHA will investigate inconsistent information related to the family that is identified through file reviews and the verification process.

20.3 CONSENT TO RELEASE OF INFORMATION

NHA may investigate possible instances of error or abuse using all available NHA and public records. If necessary, NHA will require applicant/resident families to give consent to the release of additional information. [24 CFR 960.259]

20.4 ANALYSIS AND FINDINGS

NHA will base its evaluation on a preponderance of the evidence collected during its investigation.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence that as a whole shows that the fact sought to be proved is more probable than not. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

For each investigation NHA will determine (1) whether an error or program abuse has occurred, (2) whether any amount of money is owed to NHA, and (3) what corrective measures or penalties will be assessed.

20.5 NOTICE AND APPEALS

NHA will inform the relevant party in writing of its findings and remedies at the conclusion of the investigation. The notice will include:

- A description of the error or program abuse;
- The basis on which NHA determined the error or program abuses;
- The remedies to be employed, and;
- The family's right to appeal the results through an informal hearing or grievance hearing.



20.6 REIMBURSEMENT

Whether the family is required to reimburse NHA or NHA is required to reimburse the family depends upon which party is responsible for the incorrect payment and whether the action taken was an error or program abuse.

NHA will not reimburse the family for any overpayment of rent when the overpayment is caused by the family.

20.7 FAMILY CAUSED ERRORS AND PROGRAM ABUSE

An incorrect rent determination caused by a family generally would be the result of incorrect reporting of family composition, income, assets, or expenses, but also would include instances in which the family knowingly allows NHA to use incorrect information provided by a third party.

In the case of family-caused errors or program abuse, the family will be required to repay any amounts of rent underpaid. If the family fails to repay the amount owed, NHA will terminate the family's lease in accordance with the policies.

20.8 NHA CAUSED ERRORS OR PROGRAM ABUSE

NHA-caused incorrect rental determinations include failing to correctly apply Public Housing rules regarding family composition, income, assets, and expenses, and errors in calculation.

1. The family is not required to repay an underpayment of rent if the error or program abuse is caused by NHA staff.
2. NHA will reimburse a family for any family overpayment of rent, regardless of whether the overpayment was the result of staff-caused error or staff program abuse.

20.9 CRIMINAL PROSECUTION

When NHA determines that program abuse by a family or NHA staff member has occurred and the amount of underpaid rent meets or exceeds the threshold for prosecution under local or state law, NHA will refer the matter to the appropriate entity for prosecution. When the amount of underpaid rent meets or exceeds the federal threshold, the case will also be referred to the HUD Office of Inspector General (OIG).

Other criminal violations related to the Public Housing program will be referred to the appropriate local, state, or federal entity.



DEFINITIONS

1. Accessible dwelling units—when used with respect to the design, construction or alteration of an individual dwelling apartment, means that the apartment is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. An apartment that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in **24 CFR § 8.32** (the Uniform Federal Accessibility Standards) is “accessible” within the meaning of this paragraph.
When an individual dwelling apartment in an existing facility is being modified for use by a specific individual, the apartment will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.
2. Accessible Facility - means all or any portion of a facility other than an individual dwelling apartment used by individuals with physical disabilities. **24 CFR § 8.21 (c)**
3. Accessible Route - For persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. **24 CFR § 8.3**
4. Adaptability - Ability to change certain elements in a dwelling apartment to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types & degrees of disability. **24 CFR § 8.3**
5. Adult – An individual who is 18 years of age or older.
6. Affiliated Individual – with respect to an individual (a) a spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in loco parentis; or (b) any individual, tenant, or lawful occupant living in the household of that individual.
7. Alteration - any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, re-roofing, interior decoration or changes to mechanical systems. **24 CFR § 8.3**
8. Applicant – an individual or a family that has applied for admission to housing.
9. Application Form – A full form that includes all the information that a PHA needs to determine family eligibility, type and size of the apartment needed, eligibility for preference, and rent (based upon the family's income and apartment selection)
10. Area of Operation - Jurisdiction of NHA as described in state law and NHA's Articles of Incorporation.
11. Assets - Assets means “cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets.” See the definition of Net Family Assets, for assets used to compute annual income. **24 CFR § 5.603**
12. Auxiliary Aids - means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. **24 CFR § 8.3**
13. Care attendant - a person that regularly visits the apartment of a NHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by NHA must demonstrate separate residence) and do not live in the Public Housing apartment. Care attendants have no rights of tenancy.
14. Child - An individual below the age of 18 years unless the individual is an emancipated minor.



15. Citizen – Citizen (by birth or naturalization) or national of the United States. **24CFR § 5.504**
16. Co-head of household – One of two persons held responsible and accountable for the family.
17. Common Areas - Areas within a building which are normally accessible to all residents, including the corridors, lounge or lobby areas, and areas which contain elements of fire hazards, such as boiler rooms.
18. Community Service Requirements – The performance of voluntary work or duties that benefit the public and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities. See NHA ***Procedure on Community Service***.
19. Complaint – Any grievance presented in writing within 10 days of the action complained of to the NHA main office or to the management office of the development in which the resident resides. This may be done by the person, by an appropriate third party of the resident's choice in writing. The grievance, signed by the complainant and filed by him or his representative. The complaint shall specify the particular ground upon which it is based, the action requested and request a hearing.
20. Complainant – Any residents whose grievance is presented to NHA
21. Covered Families for Welfare Benefits – Families who receive welfare assistance or other public assistance benefits (welfare benefits) from a state or other public agency (welfare agency) under a program for which federal, state or local law requires that a member of the family participate in an economic self-sufficiency program as a condition for such assistance.
22. Covered Person – For the purposes of lease enforcement, covered person means a resident, any member of the resident's household, a guest or another person under the resident's control. **24 CFR § 5.500(a)**
23. Currently engaged in the illegal use of a drug means a person has engaged in the behavior, as determined by the CRC, recently enough to justify a reasonable belief that there is continuing illegal drug use by a household member **[24 CFR 960.205(b)(1)]**. NHA defines currently engaged in as any use of illegal drugs during the past three years.
24. Dating Violence: Violence committed by a person: who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.
25. Dependent - A member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student. **24 CFR § 5.603**
26. Designated Family - means the category of family for whom NHA elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act. **PL 96-120**
27. Designated housing (or designated project) - a project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with **PL 96-106**.
28. Development – The whole of one or more residential structures, equipment, roads, walks, and parking lots that are covered by a single contract for federal financial assistance, or are treated as a whole for processing purposes, whether or not located on a common property. **24 CFR § 945.105**



29. Disability Assistance Expenses – Reasonable expenses that are anticipated during the period for which annual income is computed for attendant care or auxiliary apparatus for a disabled family member that are incurred to permit an adult family member (including the person with disability) to be employed, provided that the expenses are not paid to a family member, reimbursed by an outside source, and exceed 3 percent of Annual Income.
30. Disabled Family - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. **24 CFR § 5.403**
31. Displaced Person – A person who is displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or formally recognized pursuant to federal disaster relief laws **24 CFR § 5.403** For purposes of redevelopment activities, a family may also be displaced as defined in the Uniform Relocation Act. Such families have been displaced if they have been required to permanently move from real property for the rehabilitation or demolition of such property. These families may be entitled to specified benefits under the Uniform Relocation Act. **49 CFR § 24.2**
32. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets **24 CFR § 5.603 (3)** in this section.)
33. Domestic Violence: Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitated with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
- Domestic violence includes a pattern of abusive behavior in any relationship that is used by one partner to gain or maintain power and control over another intimate partner. Domestic violence can be physical, sexual, emotional, economic, or psychological actions or threats of actions that influence another person. This includes any behaviors that intimidate, manipulate, humiliate, isolate, frighten, terrorize, coerce, threaten, blame, hurt, injure, or wound someone.
34. Drug – A controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).
35. Drug-Related Criminal Activity – The illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to manufacture, sell, distribute, or use the drug. **24 CFR § 960.204**
36. Due Process Determination - A determination by HUD that law of the jurisdiction requires that the resident must be given the opportunity for a hearing in a court which provides the basic elements of due process before eviction from the dwelling apartment.
37. Due Process Elements - an eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:
- Adequate notice to the resident of the grounds for terminating the tenancy and for eviction
 - Right of the resident to be represented by counsel
 - Opportunity for the resident to refute the evidence presented by NHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the resident may have
38. Economic Self-Sufficiency Program – Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment, counseling, work placement, basic skills



training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including substance abuse or mental health treatment) or other work activities. **24 CFR § 5.603**

39. Elderly Family - A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. **24 CFR § 5.403**
40. Elderly Person - A person who is at least 62 years of age. **42 USC 1437a(b)(3)**
41. EligibleImmigrationStatus – For a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of an acceptable INS document. **24 CFR § 5.508**
42. Eligibility Determination – A determination that examines income, family composition, social security numbers, citizenship or eligible immigration status and elements of criminal history. Families must meet the screening requirements in order to gain eligible status.
43. Emancipated Minor – A person under age 18 who does not live or intend to live with his/her parents, and who has been declared “emancipated” by a court of competent jurisdiction. An emancipated minor is eligible to be a head of household and sign a NHA lease.
44. ExtremelyLowIncomeFamily – A Family whose Annual Income is equal to or less than the higher of the Federal poverty level and 30% of Area Median Income, as published by HUD adjusted for family size.
45. Family - Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in NHA housing; **OR** two or more persons who are not so related, but are regularly living together, can verify shared income or resources who will live together in NHA housing.

The term family also includes: Elderly family, near elderly family, disabled family (Definition #15), displaced person, single person, the remaining member of a resident family, or a kinship care arrangement. Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family. **24 CFR §§ 5.403**

Live-in Aides may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights as “remaining family members”.

Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. These individuals are household members but are not family members and have no rights as “remaining family members”.

For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

46. FosterAdult – An adult (usually a person with disabilities) who is placed in someone's home by a governmental agency so the family can help with his/her care. Foster adults may be members of NHA households, but they have no rights as remaining family members. The income received by the family for the care of a Foster Adult is excluded from Annual Income.
47. Full-Time Student - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school **24 CFR 5.603**



48. Gender Identity & Perceived Gender Identity - Means the gender with which a person identifies, regardless of the sex assigned to that person at birth and regardless of the person's perceived gender identity. Perceived gender identity means the gender with which a person is perceived to identify based on that person's appearance, behavior, expression, other gender related characteristics, or sex assigned to the individual at birth or identified in documents.
49. Grievance – Any dispute which a resident may have with respect to an NHA action or failure to act in accordance with the individual resident's lease or NHA regulations which adversely affect the individual resident's rights, duties, welfare or status.
50. Guest – For the purposes of resident selection and lease enforcement, a guest is a person temporarily staying in the apartment with the consent of the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. **24CFR § 5.100 (8)**
51. Head of the Household - Head of the household means the family member (identified by the family) who is held responsible and accountable for the family.
52. Hearing Officer – A person/panel selected in accordance with HUD regulations to hear grievances and render a decision with respect thereto
53. Hearing Panel – a panel selected in accordance with 24 CFR 966.55 to hear grievances and render a decision with respect thereto.
54. Household – The family and NHA approved live-in aide. The term household also includes foster children and/or foster adults that have been approved to reside in the apartment (HUD-50058, Instruction Booklet, p.65)
55. Immediate Family Member: a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.
56. Imputed Welfare Income – The amount of Annual Income by which a resident's welfare grant has been reduced because of welfare fraud or failure to comply with economic self-sufficiency requirements that is, nonetheless, included in Annual Income for determining rent. **24 CFR § 5.615(b)**
57. Individual with disabilities⁴ **42 USC 1437a(b)(3)** means a person⁵ who —
 - a. Has a disability as defined in Section 223 of the Social Security Act **42 USC 423** ; or,
 - b. Has a physical or mental impairment that:
 - Is expected to be of long continued and indefinite duration;
 - Substantially impedes his/her ability to live independently; and,
 - Is of such nature that such disability could be improved by more suitable housing conditions; or,
 - c. Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act 42 USC 6001 (5).
58. Individual with Handicaps, Section 504 definition **24 CFR § 8.3**
Individual with handicaps means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.

For purposes of employment, this term does not include: Any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from performing the duties of

⁴ NOTE: this is the program definition for Public Housing. The 504 definition does not supersede this definition for eligibility or admission. **24 CFR 8.4 (c) (2)**

⁵ A person with disabilities may be a child



the job in question, or whose employment, by reason of current alcohol or drug abuse, would constitute a direct threat to property or the safety of others; or any individual who has a currently contagious disease or infection and who, by reason of such disease or infection, would constitute a direct threat to the health or safety of other individuals or who, by reason of the currently contagious disease or infection, is unable to perform the duties of the job.

For purposes of other programs and activities, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

(a) *Physical or mental impairment* includes:

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

(2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term *physical or mental impairment* includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

(b) *Major life activities* means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

(c) *Has a record of such an impairment* means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

(d) *Is regarded as having an impairment* means:

(1) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;

(2) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or

(3) Has none of the impairments defined in paragraph (a) of this section but is treated by a recipient as having such an impairment.

The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to Public Housing a person must meet the program definition of person with disabilities found in this section.

59. Kinshipcare - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law) The primary caregiver must be able to document Kinship care, which is usually accomplished through school or medical records.
60. Live-inAide - A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by NHA to be essential to the care and well-being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the apartment except to provide the necessary supportive services **24 CFR 5.403**
61. Low-IncomeHousehold - A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjusted for smaller family size. **42 USC 1437a(b)**



62. MedicalExpenseAllowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense not compensated for or covered by insurance in excess of 3% of Annual Income. **24 CFR § 5.603**
63. Minor - A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent.) Some minors are permitted to execute contracts, provided a court declares them “emancipated”.
64. MixedFamily – a family with both citizen or eligible immigrant members and members that are neither citizens nor eligible immigrants. Such a family will be charged a pro-rated rent. **24 CFR § 5.504**
65. MixedPopulationProject - means a Public Housing project for elderly and disabled families. NHA is not required to designate this type of project.
66. Multifamilyhousingproject - For purposes of Section 504, means a project containing five or more dwelling units. **24 CFR § 8.3**
67. National – A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. **24 CFR § 5.504**
68. Near-elderlyfamily - means a family whose head, spouse, or sole member is a near-elderly person who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. **24 CFR § 5.403**
69. Near-elderlyperson - means a person who is at least 50 years of age but below 62, who may be a person with a disability **42 USC 1437a(b)(3)**
70. NetFamilyAssets - The net cash value, after deducting reasonable costs that would be incurred in disposing of: **24 CFR § 5.603**
- a. Real property (land, houses, mobile homes)
 - b. Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)
 - c. Cash value of whole life insurance policies
 - d. Stocks and bonds (mutual funds, corporate bonds, savings bonds)
 - e. Other forms of capital investments (business equipment)
- Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.
- Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or recertification. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.
- In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms
71. Other Person Under the Resident's Control - for the purposes of resident selection and lease enforcement means that the person, although not staying as a guest in the apartment is, or was at the time of the activity in question, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not “under the resident's control”. **24CFR § 5.100 (8)**
72. Portion of Development - includes, one or more buildings in a multi-building project; one or more floors of a development or developments; a certain number of dwelling units in a development or developments. **24CFR § 945.105**



73. Pre-Application – typically includes only the information necessary to place an applicant in the right location on the applicable waiting sub-list. Such information would include family size, income amount and sources, disability related features needed and qualification for preference.
74. Premises – The building or complex or development in which the public or assisted housing dwelling apartment is located, including common areas and grounds.
75. Preponderance of the Evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence that as a whole shows that the fact sought to be proved is more probable than not. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.
76. Refusal of Housing – An applicant's choice not to accept a NHA offer of housing without good cause.
77. Rejection for Housing – NHA's determination not to accept an applicant either because of ineligibility or failing applicant screening.
78. Repayment Agreement - A formal document signed by a resident and provided to NHA in which a resident acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.
79. Resident – The adult person (or persons) (other than a live-in aide) who reside in the apartment, and who executed the lease with NHA as lessee of the dwelling apartment, or if no such person now resides in the apartment, who resides in the apartment, and who is the remaining head of household of the resident family residing in the dwelling apartment.
80. Qualified Individual with Disabilities, Section 504 - means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that NHA can demonstrate would result in a fundamental alteration in its nature.
- a. Essential eligibility requirements include: ...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than NHA.
 - b. For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be "qualified" for occupancy in a project where such supportive services are provided by NHA as a part of the assisted program. The person may not be 'qualified' for a project lacking such services. **24 CFR § 8.3**
81. Service Provider - a person or organization qualified and experienced in the provision of supportive services, that is in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.
82. Sexual Assault – Any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks the capacity to consent.
83. Sexual orientation means one's emotional or physical attraction to the same and/or opposite sex (e.g., homosexuality, heterosexuality, or bisexuality).
84. Single Person - A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.
85. Spouse - Spouse means the husband or wife of the head of the household as designated by the family.



86. Stalking: to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.
87. Resident Rent - The amount payable monthly by the Family as rent to NHA. If all utilities (except telephone) and other essential housing services are supplied by NHA, Resident Rent equals Total tenant payment. If the family has chosen income-based rent and some or all utilities (except telephone) and other essential housing services are not supplied by NHA, the cost thereof is not included in the amount paid as rent, and Resident Rent equals Total tenant payment less the Utility Allowance **24 CFR § 5.6**.
88. Total tenant payment (TTP) - The TTP, used to determine income-based rent, is calculated using the following formula:
The greater of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), but never less than the Minimum Rent. If the Resident pays utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. **24 CFR §5.6** See definition for Resident Rent
89. Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR Part 40. See cross reference to UFAS in 504 regulations, **24 CFR § 8.32 (a)**.
90. Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility **24 CFR § 5.603(4)(1)(9)**
91. Upward Mobility Preference: An admissions preference granted when:
- A family can verify employment of an adult member:
 - Employment at the time of the offer — to receive this preference an applicant family must have at least one adult family member, employed at the time of NHA's offer of housing. Employment at the time of the offer must be for the 90 day period immediately prior to the offer of housing and provide a minimum of 20 hours of work per week for the family member claiming the preference.
 - Employment periods may be interrupted, but to claim the preference, a family must have an employed family member prior to the actual offer of housing as described above.
 - A family member that leaves a job will be asked to document the reasons for the termination. Someone who quits work after receiving benefit of the preference (as opposed to layoff, or taking a new job) will be considered to have misrepresented the facts to NHA and will have their lease terminated.
 - The amount earned shall not be a factor in granting this local preference. This local preference shall also be available to a family if the head, spouse, or sole member is 62 or older, or is receiving social security disability, or SSI disability benefits, or any other payments based on the individual's inability to work. **24 CFR 960.206 (3)**
 - A family can verify participation in an education or job training program or graduation from such a program in the 90 days before admission. This includes programs of job training, skills training or higher education accepted or mandated by the Temporary Assistance to Needy Families program;
The family must notify NHA if it enters such a program while on the Waiting List and provide documentation of participation to NHA. NHA will not grant this preference if the family fails to provide notice. Notice and verification of the preference claim must be received prior to the offer of housing. To claim this preference, applicants must be in good standing with respect to attendance and program rules.
92. Utility Reimbursement - Funds reimbursed to the utility company on the resident's behalf if the utility allowance exceeds the Total Tenant Payment. Families paying Flat Rent do not receive Utility Allowances and, consequently, will never qualify for utility reimbursements.



93. VeryLow-IncomeFamily – A very low-income family has an Annual Income less than 50 percent of the median Annual Income for the area, adjusted for family size, as determined by HUD.
94. ViolentCriminalActivity – Any criminal activity that has as one of its elements, the use or attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.
95. WelfareAssistance– Welfare or other payments to families or individuals based on need, that are made under programs, separately or jointly, by federal, state or local governments.
96. Work Activities – As used in the HUD definitions at **24 CFR § 5.603** the term work activities means:



EXHIBIT A: DISABLED INDIVIDUAL FOR EXEMPTION FROM COMMUNITY SERVICE

DEFINITION OF A PERSON WITH A DISABILITY UNDER SOCIAL SECURITY ACTS 216(i)(I) and SECTION 1416(excerpt) FOR PURPOSES OF EXEMPTION FROM COMMUNITY SERVICE

Social Security Act: 216(i)(1):

Except for purposes of sections 202(d), 202(e), 202(f), 223, and 225, the term “disability” means (A) 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 has lasted or can be expected to last for a continuous period of not less than 12 months, or (B) blindness; and the term “blindness” means central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for purposes of this paragraph as having a central visual acuity of 20/200 or less.

Section 1416 (excerpt):

SEC. 1416. [42 U.S.C. 1382c] (a)(1) For purposes of this title, the term “aged, blind, or disabled individual” means an individual who—

(A) is 65 years of age or older, is blind (as determined under paragraph (2)), or is disabled (as determined under paragraph (3)), and

(B)(i) is a resident of the United States, and is either (I) a citizen or (II) an alien lawfully admitted for permanent residence or otherwise permanently residing in the United States under color of law (including any alien who is lawfully present in the United States as a result of the application of the provisions of section 212(d)(5) of the Immigration and Nationality Act), or

(ii) is a child who is a citizen of the United States and, who is living with a parent of the child who is a member of the Armed Forces of the United States assigned to permanent duty ashore outside the United States.

(2) An individual shall be considered to be blind for purposes of this title if he has central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for purposes of the first sentence of this subsection as having a central visual acuity of 20/200 or less. An individual shall also be considered to be blind for purposes of this title if he is blind as defined under a State plan approved under title X or XVI as in effect for October 1972 and received aid under such plan (on the basis of blindness) for December 1973, so long as he is continuously blind as so defined.

(3)(A) Except as provided in subparagraph (C), an individual shall be considered to be disabled for purposes of this title if he is unable 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 twelve months.

EXHIBIT B: GUIDELINES FOR DENIAL/TERMINATION BASED ON CRIMINAL BACKGROUND



Criminal Guideline for Newark NJ Housing Authority

Itemized Crimes

Crime Type	Offense Level	Conviction Time Limit		
		Summary	Misdemeanor/DP	Felony/Indictable
Arson		N/A	N/A	99
Assault, Aggravated		N/A	N/A	7
Assault, Simple		3	3	3
Bad Checks		3	3	3
Bribery		N/A	7	7
Burglary		N/A	7	7
Conspiracy		N/A	7	7
Consumption of Alcohol / Open Container Violations		0	0	N/A
Counterfeiting		N/A	3	3
Criminal Mischief		0	3	3
Disorderly Conduct		3	3	N/A
DUI / Driving Offenses		0	0	0
Embezzlement		N/A	N/A	3
Endangering / Reckless Endangerment		N/A	7	7
Extortion		N/A	N/A	3
Forgery		N/A	3	3
Fraud		7	7	7
Harassment		0	3	N/A
Identity Theft		N/A	7	7
Kidnapping		N/A	N/A	7
Manslaughter, Involuntary		N/A	N/A	99
Manslaughter, Voluntary		N/A	N/A	99
Murder / Homicide		N/A	N/A	99
Murder / Homicide, Attempt or Attempt to Solicit		N/A	N/A	7
Offensive Touching		3	3	N/A
Possession of a Controlled Substance / Paraphernalia		7	7	7
Possession with Intent to Distribute a Controlled Substance		N/A	N/A	7
Prostitution		N/A	3	3
Public Drunkenness		0	0	N/A
Purchase Alcohol by Minor		0	0	N/A
Rape		N/A	N/A	7
Receiving Stolen Property		7	7	7
Robbery		N/A	N/A	7
Robbery, Armed		N/A	N/A	7
Sexual Offenses		N/A	N/A	7 (99 for sex off)
Shoplifting		3	3	7
Theft; Theft, Retail		3	3	3
Terroristic Threats		N/A	3	7
Terrorist Records		N/A	N/A	99
Trespassing / Criminal Trespass		0	3	3
Underage Drinking		0	0	N/A
Wandering		N/A	3	3
Weapons Offenses / Firearms Violations		N/A	7	7

B – Category Crimes (for any crimes not listed above)

Crime Level	Conviction Time Limit
Felony-Level / Indictable	3
Misdemeanor-Level / Disorderly Persons	3
Summary-Level	0
Driving Offenses	0

EXHIBIT C: GRIEVANCE PROCEDURE

Overview

NHA has a grievance procedure in place through which residents are provided an opportunity to grieve any NHA action or failure to act involving the lease or NHA policies which adversely affect their rights, duties, welfare or status. The grievance procedure is applicable only to individual resident issues related to NHA. Class grievances are not subject to the grievance procedure. The grievance procedure is not to be used as a forum for initiating or negotiating policy changes.

Grievance Requirements

1. NHA will incorporate the grievance procedures by reference into the lease.
2. NHA will provide at least 30 days' notice to residents and resident organizations setting forth proposed changes in NHA's grievance procedures and providing an opportunity to present written comment.

Definitions

The following terms are included in the definitions section of the ACOP.

- Due Process Elements
- Hearing Officer
- Hearing Panel
- Complaint
- Grievance
- Resident

Complaints about Maintenance

Complaints about maintenance will be handled through the Work Order Procedure and not the Grievance Procedure. A work order will be logged as soon as a Manager knows the nature and extent of the maintenance issue.

Informal Settlement of Grievance

Any grievance must be presented in writing to NHA so that the grievance may be discussed informally and settled without a hearing. **[24 CFR 966.54]**

NHA will accept requests for informal settlement of a grievance in writing to NHA within 10 business days of the grievable event.

NHA will prepare a summary of the discussion regarding the grievance within a reasonable time. One copy will be given to the resident and one copy will be retained in the resident's file. The summary will specify the names of the participants, dates of meetings, the nature of the proposed disposition of the complaint and the specific reasons therefore, and will specify the procedures by which a hearing may be obtained if the complainant is not satisfied.

Requests for Grievance Hearings

All requests for grievance hearings (complaint) must be preceded by the informal settlement procedures unless the complainant can show good cause for failure to proceed with the informal settlement process. **[24 CFR 966.55(d)]**

Residents must submit written requests for grievances hearings to NHA within 5 business days of the resident's receipt of the summary of the informal settlement.

If the complainant does not request a hearing, NHA's disposition of the grievance under the informal settlement process will become final.

Escrow Deposits

1. Before a hearing is scheduled in any grievance involving the amount of rent that NHA claims is due, the family must pay an escrow deposit to NHA.
2. When a family is required to make an escrow deposit, the amount is the amount of rent NHA states is due and payable as of the first of the month preceding the month in which the family's act or failure to act took place. After the first deposit the family must deposit the same amount monthly until the family's complaint is resolved by decision of the hearing officer/panel. **[24 CFR 966.55(e)]**
3. NHA will waive the requirement for an escrow deposit where the family has requested a financial hardship exemption from minimum rent requirements or is grieving the effect of welfare benefits reduction in calculation of family income. **[24 CFR 5.630(b)(3)]**
4. Unless NHA waives the requirement, the family's failure to make the escrow deposit will terminate the grievance procedure. A family's failure to pay the escrow deposit does not waive the family's right to contest NHA's disposition of the grievance in any appropriate judicial proceeding.
5. NHA will not waive the escrow requirement for grievances involving rent amounts except where required to do so by regulation.

Schedule of Hearings

All grievances must be presented in accordance with the informal procedures prescribed above as a condition prior to a grievance hearing. However, if the complainant can show good cause for failure to proceed with the informal settlement process to the hearing officer/panel, the hearing officer/panel may waive this provision. **[24 CFR 966.55(d)]**

The complainant must submit the request in writing for a grievance hearing within five business days after receipt of the summary of informal discussion. **[24 CFR 966.55(a)]** The request must specify the reasons for the grievance and the action or relief sought.

A resident may request to reschedule a hearing for good cause, or if it is needed as a Reasonable Accommodation for a person with disabilities. NHA may request documentation of the "good cause". Requests to reschedule must be made in writing.

Selection of a Hearing Officer

Hearing officers shall include a representative of Newark Tenants Council and a representative of NHA. NHA will select an impartial person other than the person who made or approved NHA action under review, or a subordinate of such person when selecting the hearing officer.

Rights of the Complainant

The complainant will be afforded a fair hearing which includes:

- The opportunity to examine before the grievance hearing any NHA documents, including records and regulations that are directly relevant to the hearing. The resident must be allowed to copy any such document at the resident's expense. If NHA does not make the document available for examination upon request by the complainant, NHA will not rely on such document at the grievance hearing.
- The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf.
- The right to a private hearing unless the complainant requests a public hearing.
- The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by NHA, and to confront and cross-examine all witnesses upon whose testimony or information NHA relies.
- A decision based solely and exclusively upon the facts presented at the hearing.

Decision without Hearing

The hearing officer may render a decision without proceeding with the hearing if the hearing officer determines that the issue has been previously decided in another proceeding. **[24 CFR 966.56(c)]**

Failure to Appear

If the complainant or NHA fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for not to exceed five business days or may make a determination that the party has waived his/her right to a hearing. The complainant must be notified of the determination by the hearing officer.

A determination that the complainant has waived his/her right to a hearing will not constitute a waiver of any right the complainant may have to contest NHA's disposition of the grievance in an appropriate judicial proceeding. **[24 CFR 966.56(d)]**

There may be times when a complainant does not appear due to unforeseen circumstances which are out of their control and are no fault of their own. NHA may re-schedule the hearing only if the resident can show good cause for the failure to appear, or it is needed as a Reasonable Accommodation for a person with disabilities.

Hearing Process

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter NHA must sustain the burden of justifying NHA action or failure to act against which the complaint is directed. **[24 CFR 966.56(e)]**

The hearing will be conducted informally by the hearing officer. NHA and the resident will be given the opportunity to present oral or documentary evidence pertinent to the facts and issues raised by the complaint and question any witnesses. In general, all evidence is admissible and may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. **[24 CFR 966.56(f)]**

The hearing officer will require NHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate. **[24 CFR 966.56(f)]**

Reasonable Accommodation for Persons with Disabilities

NHA's grievance procedure includes the regulatory requirements related to residents' rights to informal settlement and grievance hearings pertaining to the outcome of requests for reasonable accommodations. Requests for informal settlements and grievance hearings related to reasonable accommodation request outcomes are processed under the same guidelines and time frame requirements as any other requests for informal settlements and grievance hearings.

Persons with disabilities may request Reasonable Accommodations to participate in an informal hearing process and NHA will consider such accommodations.

Informal Hearing Decision

The decision of the Hearing Officer shall be based solely and exclusively upon facts adduced at the hearing and upon the applicable law. Decision shall be binding on the NHA unless the NHA shall determine and notify the complainant in writing within thirty (30) days of such decision that the Hearing Officer has acted arbitrarily or exceeded its authority; in such event the matter may be subject to judicial review. If the decision is in favor of the complainant, NHA shall take all actions necessary to carry out such decisions or refrain from any action provided by such decision.

The hearing officer or hearing panel may render a decision without proceeding with the hearing if the hearing officer or hearing panel determines that the issue had been previously decided in another proceeding.

As an aid to the, decisional process, each party may submit a proposed decision to the Officer for its consideration. This may be done after the hearing, and may include a statement of proposed findings and conclusions along with supporting reasons, on one or more of the issues raised by the parties. Such a proposal may be adopted, modified, combined or rejected, in whole or part, by the Hearing Officer when he prepares his decision in the matter.

1. The Hearing Officer will consider all evidence and explanations presented by the resident and will make a final determination that the original determination was correct or, based on explanations received and verified, change the original determination.
2. The hearing officer will issue a written decision, stating the reasons for the decision, within a reasonable time after the hearing.
3. A copy of the decision will be sent to the resident and a copy will be retained by NHA.
4. NHA will communicate the final decision in writing to the resident of the date. This notice will be hand delivered or mailed to the applicant in writing.

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, NHA's action will take effect and another hearing will not be granted.

Final Decision

The decision of the hearing officer is binding. NHA will take the action, or refrain from taking the action cited in the decision unless NHA's Board of Commissioners determines within a reasonable time, and notifies the complainant that:

- The grievance does not concern NHA action or failure to act in accordance with or involving the complainant's lease on NHA policies which adversely affect the complainant's rights, duties, welfare, or status; or

- The decision of the hearing officer/panel is contrary to Federal, state, or local law, HUD regulations or requirements of the annual contributions contract between HUD and NHA

A decision by the hearing officer or Board of Commissioners in favor of NHA or which denies the relief requested by the complainant in whole or in part must not constitute a waiver of any rights the complainant may have to a subsequent trial or judicial review in court. **[24 CFR 966.57(c)]**

By the signature(s) below I/we also acknowledge that the Provisions of the Grievance Procedure have been received and thoroughly explained to me/us.

RESIDENT:	_____	DATE:	_____
CO-RESIDENT:	_____	DATE:	_____
CO-RESIDENT:	_____	DATE:	_____
CO-RESIDENT:	_____	DATE:	_____
CO-RESIDENT:	_____	DATE:	_____
NHA REPRESENTATIVE:	_____	DATE:	_____

EXHIBIT D: FEDERALLY MANDATED EXCLUSIONS FROM INCOME

These exclusions were published on May 20, 2014.

1. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
2. Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(f)(1), 5058);
3. Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
4. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
5. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
6. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94 540, section 6);
7. The first \$2000 of per capita shares received from judgment funds awarded by the National Indian Gaming Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407–1408). This exclusion does not include proceeds of gaming operations regulated by the Commission;
8. Amounts of scholarships funded under title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For section 8 programs only (42 U.S.C. 1437f), any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall not be considered income to that individual if the individual is over the age of 23 with dependent children (Pub. L. 109–115, section 327) (as amended);
9. Payments received from programs funded under title V of the Older Americans Act of 1965 (42 U.S.C. 3056g);
10. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101–201) or any other fund established pursuant to the settlement in *In Re Agent Orange Liability Litigation*, M.D.L. No. 381 (E.D.N.Y.);
11. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96–420, 25 U.S.C. 1728);
12. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
13. Earned income tax credit (EITC) refund payments received on or after January 1, 1991, for programs administered under the United States Housing Act of 1937, title V of the Housing Act of 1949, section 101 of the Housing and Urban Development Act of 1965, and sections 221(d)(3), 235, and 236 of the National Housing Act (26 U.S.C. 32(l));
14. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95–433);

15. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
16. Any allowance paid under the provisions of 38 U.S.C. 1833(c) to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802–05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811–16), and children of certain Korean service veterans born with spina bifida (38 U.S.C. 1821).
17. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c));
18. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2));
19. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);
20. Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b));
21. Payments from any deferred U.S. Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (42 U.S.C. § 1437a(b)(4));
22. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111–269; 25 U.S.C. 4103(9)) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self Determination Act (NAHASDA) (25 U.S.C. 4101 et seq.) and administered by the Office of Native American Programs;
23. A lump sum or a periodic payment received by an individual²⁸⁹⁴⁰ Federal Register/Vol. 79, No. 97/Tuesday, May 20, 2014/Notices Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, 816 F.Supp.2d 10 (Oct. 5, 2011 D.D.C.), for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111–291);
24. Any amounts in an “individual development account” as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107–110, 42 U.S.C. 604(h)(4));
25. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013– 30 “Exclusion from Income of Payments under Recent Tribal Trust Settlements” (25 U.S.C. 117b(a)); and
26. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93–288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)).



2019 Annual Plan

Attachment I: Revisions

Housing Choice Voucher Program Administrative Plan



NEWARK HOUSING AUTHORITY

2019 Annual Plan

ATTACHMENT I

Revisions – Housing Choice Voucher (HCV)

Administrative Plan



Comparative Summary of Changes Administrative Plan Table Housing Choice Voucher Program

Date:9/26/2018

The following chart summarizes the changes proposed to NHA's Administrative Plan for the Housing Choice Voucher Program.

No	Chapter Name/ Subject Area	Source	Existing Administrative Plan Text	Proposed Administrative Plan Text
1	Chapter 1: Introduction; I-A Fair Housing		...NHA does not deny to any family the opportunity to apply for housing (when the waiting list is open) or deny any eligible applicant the opportunity to lease a housing unit that meets program requirements.	...NHA does not deny to any family the opportunity to apply for housing (when the waiting list is open) or deny any eligible applicant the opportunity to lease a housing unit that meets program requirements. The NHA has developed a Language Access Plan (LAP) which defines the actions to be taken by NHA to ensure Title VI compliance with respect to LEP persons.
2	Chapter 2: General Administration; II-D - Eligibility		Family definition did not include a single person family.	A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
3	II-D Determination of Eligibility. i. Eligibility Criteria 1. d.	p. 265	d. Live-in-Aides may be considered as part of an applicant's household, and are defined. as a person who resides with someone who is age 50 or older, disabled or handicapped and is determined by NHA to be: - Essential to the care and well-being of the person (s); - Not obligated for the support of the person (s); and - Would not be living in the unit except to provide necessary supportive service. A live-in-aide does not qualify as the remaining member of a tenant family.	d. Live-in-Aides may be considered as part of an applicant's household, and are defined. as a person who resides with someone who is age 50 or older, disabled or handicapped and is determined by NHA to be: - Essential to the care and well-being of the person (s); - Not obligated for the support of the person (s); and - Would not be living in the unit except to provide necessary supportive service. A live-in aide does not qualify as the remaining member of a tenant family. In addition, occasional, intermittent, multiple or rotating care givers typically do not reside in the unit and would not qualify as live-in aides. Therefore, an additional bedroom should not be approved for a live-in aide under these circumstances.
4	II-D Determination of Eligibility. i. Eligibility Criteria 2. (2nd paragraph added)	p. 265		If a child under the age of 6 years was added to the assistance applicant household within the 6-month period prior to the date of voucher issuance, the applicant may become a participant, so long as SSN verification is provided to the NHA within 90 calendar days from the effective date of the Housing Assistance Payment contract. The NHA must grant an extension of one additional 90-day period if it determines that, in its discretion, the assistance applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the control of the assistance applicant. If the applicant family fails to verify the SSN within the required time period, the family must be denied assistance (PIH 2016-05).

No	Chapter Name/ Subject Area	Source	Existing Administrative Plan Text	Proposed Administrative Plan Text
5	II-D Determination of Eligibility. i. Eligibility Criteria 4.	p. 266	<p>4. Income Limits For the Housing Choice Voucher Program, at the time of admission, a family's annual income must not exceed the Very Low Income Limit published in the Federal Register for the Newark Metropolitan Statistical Area, unless the following limited circumstances apply:</p> <ul style="list-style-type: none"> -When a family qualifies as continuously assisted under the 1937 Housing Act. Families are considered to be continuously assisted if they were previously assisted in subsidized housing under the 1937 Housing Act within 90 days prior to issuance of a Voucher (e.g., in Public Housing); - When a family is physically displaced by rental rehabilitation activity; - When a non-purchasing household resides in a HOPE 1 (public and Indian homeownership) or HOPE 2 (multifamily homeownership) project; - When a non-purchasing household resides in a HUD assisted multifamily project subject to a resident homeownership program under the Code of Federal Regulations Title 24 part 248.173; or - When a family is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract. <p>5. Need for Assistance. Thirty percent (30%) of the family's monthly- adjusted income may not equal or exceed the Payment Standard for the unit size the family has been assigned by NHA using the subsidy standards described in this Plan.</p>	<p>4. Income Limits and Eligibility (24 CFR § 982.201(b) (1). To be income-eligible, the applicant must be a family in any of the following categories:</p> <ul style="list-style-type: none"> - A "very low income" family; - A low-income family that is Continuously Assisted under the 1937 Housing Act. An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance or was receiving assistance in the past 90 days under any 1937 Housing Act program when the family is admitted to the Voucher Program; - A low-income family that is physically displaced by rental rehabilitation activity; - A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project. (Section 8(o)(4)(D) of the 1937 Act (42 U.S.C. 1437f(o)(4)(D)); - A low-income or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing as defined in 24 CFR § 248.101; - A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a project subject to a resident homeownership program (24 CFR § 248.173). Eligibility must be verified within the 60 days prior to voucher issuance (24 CFR § 982.201(e)).
6	II-E Selection from the Waiting List. i. Local Preferences	p. 269		(Add as first bullet) Seniors, 62 or older that are the Head of Household, Spouse or Co- Head (4 points)
7	II-E Selection from the Waiting List. i. Local Preferences	p. 269		(Add as second bullet) Veterans, that are the Head of Household, Spouse or Co-Head (4 points)
8	II-E Selection from the Waiting List. i. Local Preferences	p. 269	Head of Household, Spouse or Co-Head is living and/or working in the City of Newark	Head of Household, Spouse or Co-Head is living and/or working in the City of Newark (10 points)
9	II-O Portability	p. 279	A family, in which the head, spouse or co-head of the family lives within the City of Newark on the date of application, is eligible for portability as long as they are compliant with program requirements. A family will be permitted to exercise the portability option only once in a twelve month period. A non-resident family issued a voucher by the NHA and moving into the City of Newark must live in the City for 12 months before being eligible for the portability provision.	A family, in which the head, spouse or co-head of the family lives within the City of Newark on the date of application, is eligible for portability as long as they are compliant with program requirements. A family will be permitted to exercise the portability option only once in a twelve month period. A non-resident family, that meets the preference of working in Newark, and issued a voucher may also exercise the portability option, as long as they are compliant with program requirements, once in a twelve month period.

No	Chapter Name/ Subject Area	Source	Existing Administrative Plan Text	Proposed Administrative Plan Text
10	Chapter 2: General Administration; II-P Requirement s for Lease Submission and Unit Approval iv., Extensions		The owner's request for an extension must be made in writing to the NHA.	The owner's request for an extension must be made in writing to the NHA or its designee.
11	Chapter 2: General Administration; II-P Requirement s for Lease Submission and Unit Approval iv., Extensions		Acceptable forms of ownership documentation include valid photo identification, a deed, property tax records and/or a HUD settlement statement	Acceptable forms of ownership documentation include valid photo identification, a deed, mortgage statement, property tax records and/or a HUD settlement statement
12	II-S Re-Certification of Household Composition, Income, Allowances and Rent. i. Annual Re-Certifications (2nd paragraph)	p. 289 290		<p>i. Streamlined Certifications of Annual Income and Assets for Families with Fixed Income (PIH 2016-05).</p> <p>1. Streamlined Asset Verification For a family with net assets equal to or less than \$5,000, the NHA <u>may</u> accept a family's declaration that it has net assets equal to or less than \$5,000, without taking additional steps to verify the accuracy of the declaration. The declaration must state the amount of income the family expects to receive from such assets; this amount must be included in the family's income. The NHA must obtain third-party verification of all family assets every 3 years.</p> <p>2. Streamlined Income determination. For any family member with a fixed source of income as defined by below, the NHA may determine that family member's income by applying, for each fixed-income source, the verified cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount. "Family member with a fixed source of income" is defined as a family member whose income includes periodic payments at reasonably predictable levels from one or more of the following sources: (i) Social Security, Supplemental Security Income, Supplemental Disability Insurance; (ii) Federal, state, local, or private pension plans; (iii) Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts; or (iv) Any other source of income subject to adjustment by a verifiable COLA or current rate of interest. The NHA must use a COLA or current rate of interest specific to the fixed source of income in order to adjust the income amount. The NHA must verify the appropriate COLA or current rate of interest from a public source or through tenant-provided, third party-generated documentation. If no such verification is available, then the NHA must obtain third-party verification of income amounts in order to calculate the change in income for the source. For any family member whose income is determined pursuant to a streamlined income determination, NHA must obtain third-party verification of all income amounts at least</p>
13	II-S Re-Certification of Household Composition, Income, Allowances and Rent. Iii. Interim Re-Certifications (4th bullet)	p. 291	There is an increase in annual family income totaling \$1,200 or more. Once verified, the family will be given at least thirty-day' notice of the increase in family payment.	There is an increase in annual family income totaling \$2,400 or more. Once verified, the family will be given at least thirty-day' notice of the increase in family payment.

No	Chapter Name/ Subject Area	Source	Existing Administrative Plan Text	Proposed Administrative Plan Text
14	II-S Re-Certification of Household Composition, Income, Allowances and Rent. Iii. Interim Re-Certifications (6th paragraph)	p. 291	NHA may schedule special re-certifications every 180 days for families reporting zero (\$0) income. Families reporting \$0 income will be required to have all adult household members sign a certification of \$0 income and a release allowing NHA to obtain a certified copy of any tax return submitted to the IRS by all adults residing in the household. Failure to comply with these re-examination requirements will be considered grounds for termination of assistance.	NHA may schedule special re-certifications every 120 days for families reporting zero (\$0) income. Families reporting \$0 income will be required to have all adult household members sign a certification of \$0 income and a release allowing NHA to obtain a certified copy of any tax return submitted to the IRS by all adults residing in the household. Failure to comply with these re-examination requirements will be considered grounds for termination of assistance.
15	II- U. Repayment Agreements	p. 292	Under a Repayment Agreement, the NHA will require a fifteen percent (15%) upfront payment as a good faith gesture when signing the Agreement. The following payment schedule will then be in effect: - Less than \$2,500: must be paid in full within 60 days. - \$2,500 - \$4,999 must be paid in twelve (12) equal installments	Under a Repayment Agreement, the NHA will require a fifteen percent (15%) upfront payment as a good faith gesture when signing the Agreement. The following payment schedule will then be in effect: - Less than \$2,500: must be paid in full within 60 days - No agreement shall exceed 36 months; and - The amount of the repayment plus the tenant's share of rent shall not exceed 40% of the monthly adjusted income (PIH 2010-19).
16	Chapter 2: General Administration; II-X Rent Abatement and Contract Terminations for HQS Violations			The NHA has enacted the following procedures to strengthen HQS and abatement protocols on items that will be considered Life-Threatening Emergencies and non-Life Threatening Emergencies.
17	Chapter 2: General Administration; II-X Rent Abatement and Contract Terminations for HQS Violations, ii Emergency HQS Inspection		In cases of owner or tenant failure to repair life-threatening conditions within the required 24- hour time period, HAP contracts will terminate the end of the month following expiration of a 30-day notice to terminate. Life-threatening conditions include, but are not limited to:	In cases of owner or tenant failure to repair life-threatening conditions within the required 24- hour time period, HAP payments will be abated the day following the expiration of the required repair period. The following will be considered Emergency Fail items because they are Life-Threatening Emergencies:
18	Chapter 2: General Administration; II-X Rent Abatement and Contract Terminations for HQS Violations, ii Emergency HQS Inspection		Addition to list of Life-Threatening Emergencies	Any property determined uninhabitable by a city agency, including uninhabitable units due to fire, flood or other natural disasters.
19	Chapter 2: General Administration; II-X Rent Abatement and Contract Terminations for HQS Violations, ii Emergency HQS Inspection		Addition to list of Life-Threatening Emergencies	Lack of a working smoke detector on every level of the unit (including basements but not unfinished attics).
20	Chapter 2: General Administration; II-X Rent Abatement and Contract Terminations for HQS Violations, ii Emergency HQS Inspection		Deletion from list of Life-Threatening Emergencies	Any life threatening condition as determined by the inspector and approved by the inspection supervisor.
21	Chapter 2: General Administration; II-X Rent Abatement and Contract Terminations for HQS Violations, ii Emergency HQS Inspection		Addition to Emergency HQS Inspection Section	The following will be checked during every HQS inspection and cited as regular fail items if the conditions are not met:

No	Chapter Name/ Subject Area	Source	Existing Administrative Plan Text	Proposed Administrative Plan Text
22	Chapter 2: General Administration; II-X Rent Abatement and Contract Terminations for HQS Violations, ii Emergency HQS Inspection		Addition to Emergency HQS Inspection Section	Working smoke detectors are required on every level of the unit (including basements but not unfinished attics). Each bedroom must have a smoke detector within 15 feet of the door. However, if there is more than one working smoke detector on the floor, a single smoke detector not functioning/not present will not be considered an emergency fail item. It will instead be a regular fail item.
23	Chapter 2: General Administration; II-X Rent Abatement and Contract Terminations for HQS Violations, ii Emergency HQS Inspection		Addition to Emergency HQS Inspection Section	Working carbon monoxide detectors are required in the kitchen and in the basement if gas appliances, furnaces, or hot water tanks are present. (It is permissible to have the carbon monoxide detector located just outside of the kitchen. Combination smoke/carbon monoxide detectors are acceptable.)
24	II-X. Rent Abatement and Contract Terminations for HQS Violations iii. Additional HQS Items	p. 296		<ul style="list-style-type: none"> • Double-keyed dead bolts are not allowed. • Working smoke detectors are required on every level of the unit (including basements but not unfinished attics). Each bedroom must have a smoke detector within 15 feet of the door. • Working carbon monoxide detectors are required in the kitchen and in the basement if gas appliances, furnaces, or hot water tanks are present. (It is permissible to have the carbon monoxide detector located just outside the kitchen. Combination smoke/carbon monoxide detectors are acceptable.) • In bathrooms, kitchens, and laundry areas, electrical outlets within 6 feet of a water source must have GFI protection. This rule is waived if the house was built before Jan. 1, 1975. (In units built before 1975, ungrounded GFCI outlets are acceptable as long as the breaker trips when tested manually.) • Each unit, regardless of where in the unit it is, must have a second means of egress. (If one unit on the 2nd floor of a building has 2 levels (technically the 2nd and 3rd floors), the second means of egress can be on the same level as the primary entrance to the unit.) • If an attic is used as a sleeping room and meets all sleeping room requirements, a separate egress (fire escape or ladder) is required. • If a basement is used as a sleeping room and meets all sleeping room requirements, a separate egress (fire escape or ladder) is required. <p>In order for a room to count as a bedroom, it must have a closet (or an area to hang</p>

No	Chapter Name/ Subject Area	Source	Existing Administrative Plan Text	Proposed Administrative Plan Text
25	II-X. Rent Abatement and Contract Terminations for HQS Violations iv. Emergency Egress and Window Guards	p. 296		<p>1. Emergency Egress Windows.</p> <p>(a) Any window guard installed on an emergency egress window shall be releasable or removable from the inside without use of a key, tool, or excessive force. An emergency egress window is any window in a sleeping room located on the second or third floor, other than a window providing access to a fire escape.</p> <p>(b) Any window guard installed on a window that is not an emergency egress window, including any window in a unit located above the third floor and any window in a room on the second or third floor that is not a sleeping room, shall be designed, constructed and installed so that it cannot be removed, opened or dislodged without the use of a key or tool.</p> <p>2. Specifications for Window Guards.</p> <p>(a) Window guards shall be so constructed as to reject the passage of a solid four (4) inch sphere at every space and interval.</p> <p>(b) Window guards shall bear a one hundred fifty (150) pound load at a center span when extended to maximum width.</p> <p>(c) Window guards shall be constructed of metal or of other material of comparable strength and durability. In order to avoid obstruction of light and air, the diameter or width of metal rods used in window guards shall not exceed one-half (1/2) inch.</p> <p>3. Additional Specifications for Window Guards Other than Double Hung Windows.</p> <p>(a) Window guards intended for casements, sliders and other types or combinations of windows in which the height of the openings is not subject to limitation, shall be of such size as to fill the entire aperture, and shall reject passage of a solid four (4) inch sphere at every space or interval.</p> <p>(b) Except as otherwise provided in paragraph (c) below, sliding windows and vertical pivoting windows may be equipped with stopping devices in place of window guards as follows:</p> <p>For sliding windows, solid metal blocks, measuring at least one-half (1/2) the depth of the window track and one-half (1/2) the width, shall be securely fastened into the bottom and upper window tracks to prevent the window from opening four (4) inches or more.</p> <p>For vertical pivoting windows, metal stopping devices shall be securely fastened to the upper and lower window frames so as to prevent the window from pivoting open four (4) inches or more. The height of the stopping devices shall extend not less than one (1) inch nor more than two (2) inches beyond the window frame as needed to stop the window. The protruding edge of the stopping device shall be smooth and rounded.</p>

No	Chapter Name/ Subject Area	Source	Existing Administrative Plan Text	Proposed Administrative Plan Text
26	II-X. Rent Abatement and Contract Terminations for HQS Violations v. HQS Bedbug Policy	p. 297		<p style="text-align: center;">HQS Bedbug Procedure</p> <ul style="list-style-type: none"> a) If at any time an inspector is notified or suspects the presence of bed bugs, the inspection is halted. b) The inspection status will be 'Inconclusive' and identified with a bedbug notation. c) On the same day, or the next business day at the latest, notification of HQS Inconclusive status due to bedbugs should be mailed to owner and tenant and Inspection Coordinator (IC) will contact owner by phone to inform them of presence of bedbugs. d) The owner must immediately contact a licensed pest control company to inspect and/or treat the infected unit. e) Exterminator should inspect unit within 3 days of notification and treatment should begin immediately if bedbugs are determined to be present in the unit. f) If licensed pest control companies are unattainable within three calendar days, O/A must submit documentation of efforts to obtain qualified services. g) If the exterminator determines that bedbugs are present, and if applicable, O/A must exterminate the infested unit as well as any adjacent units above, below or next to the infested unit as soon as possible. h) Within 3 calendar days from the date of the Inconclusive inspection, CGI must receive the following; <ul style="list-style-type: none"> • A qualified third party professional trained in bedbug detection has inspected the dwelling unit and determined that bedbugs do not exist; OR • Proof that the unit has received all required treatments to remedy the infestation i) Upon receipt of one of the above certifications, the HQS re-inspection will be scheduled at the soonest availability for the inspector according to information provided by licensed pest control company. j) If certification of completed inspection or absence of bedbugs from a licensed pest control company is not received within 3 days and a request for an extension has not been received, a second notice will be sent to the landlord giving them 5 additional calendar days to send certification to the IC. k) If at the end of the 5 day period, certification has not been received from the O/A stating the unit has been treated for bedbugs or is bedbug free, IC will change status of the unit to Fail and send a Fail letter. l) The unit must be re-inspected within 30 days of the Fail notice. If certification is received regarding bedbug treatment, then a full inspection will be scheduled at the first availability in the inspector schedule. If any fail items are noted at the inspection, they will be treated as new fail items discovered at a re-inspection. m) If during re-inspection inspector notices evidence of presence of bedbugs or tenant says they remain, O/A must have the unit exterminated again within 3 days, or according to the recommended treatment plan of their exterminator, but will not be penalized if tenant had not already notified O/A of continued presence of bedbugs.

No	Chapter Name/ Subject Area	Source	Existing Administrative Plan Text	Proposed Administrative Plan Text
27	II-Z. Denials and Terminations iii. Informal Reviews and Hearings c. Informal Hearings	p. 303	<p>NHA shall give the participant an opportunity for an informal hearing to consider whether decisions relating to the individual circumstances of the participant are in accordance with law, HUD regulations and NHA rules in the following situations:</p> <ul style="list-style-type: none"> - A determination of the amount of Total Tenant Payment, Family Share, Family Rent to Owner, or Payment Standard (This requirement does not apply to utility allowance schedules). - A decision to deny or terminate assistance on behalf of the participant; - A determination that a participant family is residing in an overcrowded dwelling unit; - A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under NHA policy and HUD rules; - In the case of a participant who wants to move to another dwelling unit, a determination of the number of bedrooms to be entered on a Voucher; and - A decision to delay, terminate or deny assistance because of ineligible immigration status (this applies to both applicants and participants). 	<p>NHA shall give the participant an opportunity for an informal hearing to consider whether decisions relating to the individual circumstances of the participant are in accordance with law, HUD regulations and NHA rules in the following situations (24 § CFR 982.555 (a)):</p> <ul style="list-style-type: none"> - A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment. - A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the PHA utility allowance schedule. - A determination of the family unit size under the PHA subsidy standards. - A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under NHA policy and HUD rules. - A decision to delay, terminate or deny assistance because of ineligible immigration status (this applies to both applicants and participants).
28	II-Z. Denials and Terminations iii. Informal Reviews and Hearings c. Informal Hearings	p. 303	<p>An informal hearing will not be granted to participants to review:</p> <ul style="list-style-type: none"> - General policy issues or class grievances; - How NHA established its utility allowance schedule; - A determination not to approve an extension or suspension of a voucher term. - A determination that: <ul style="list-style-type: none"> 1. a unit does not comply with Housing Quality Standards, 2. that the owner has failed to provide decent, safe and sanitary housing, or 3. that the unit is not decent, safe and sanitary because of an increase in family size or change in composition; or - A decision by NHA to exercise any remedy against an owner. 	<p>An informal hearing will not be granted to participants to review (24 CFR 982.555 (b)):</p> <ol style="list-style-type: none"> 1. Discretionary administrative determinations by the NHA. 2. General policy issues or class grievances. 3. Establishment of the NHA schedule of utility allowances for families in the program. 4. The NHA's determination not to approve an extension or suspension of a voucher term. 5. The NHA's determination not to approve a unit or tenancy. 6. The NHA's determination that an assisted unit is not in compliance with HQS. (However, the NHA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in § 982.551(c).) 7. The NHA's determination that the unit is not in accordance with HQS because of the family size. 8. A determination by the NHA to exercise or not to exercise any right or remedy against the owner under a HAP contract
29	Chapter 4: Project-based Assistance and Other Programs; IV-A Project-Based Voucher Program, viii Tenant Screening		[70 FR 59913, Oct. 13, 2005, as amended at 73 FR 72345, Nov. 28, 2008; 75 FR 66264, Oct. 27, 2010]	[Provisions included in Violence Against Women Reauthorization Act of 2013: Implementation in HUD Housing Programs, Final Rule, published in the Federal Register on November 16, 2016, (81 Fed. Reg. 80724(November 16, 2016)) (VAWA Final Rule), HUD Notice H 2017-05]

No	Chapter Name/ Subject Area	Source	Existing Administrative Plan Text	Proposed Administrative Plan Text
30	Multiple Chapters : II-O,II-Q, II-V, II-W, II-Y, II-Z, IV-A			With HUD Notice- H-2017-05, Sexual Assault “sexual assault” as a crime covered by VAWA in HUD-covered programs. (See 24 CFR 5.2003.) Sexual Assault has been added to all references to VAWA in this Plan.
31	Appendix 1: Definition of Terms		Eligible for Portability - Families whose head of household, co-head or spouse lived in the NHA jurisdiction at the time of application.	Eligible for Portability - Families whose head of household, co-head or spouse lived and/or worked in the NHA jurisdiction at the time of application.
32	Appendix 1: Definition of Terms		Sexual Assault - definition not present	Sexual Assault - any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.
33	Appendix 1: Definition of Terms		Stalking - To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.	Stalking - engaging in a course of conduct directed at a specific person that would cause a reasonable person to: 1. Fear for the person's individual safety or the safety of others, or 2. Suffer substantial emotional distress.



NEWARK HOUSING AUTHORITY

2019 Annual Plan

ATTACHMENT J

Housing Choice Voucher (HCV) Administrative Plan



FY-2019 HOUSING CHOICE VOUCHER

ADMINISTRATIVE PLAN

The Newark NJ Housing Authority

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Introduction

The purpose of the Administrative Plan is to establish policies for NHA's Section 8 Housing Choice Voucher Program and other housing programs administered by the Newark Housing Authority.

The Newark Housing Authority Board, upon recommendation by NHA, will approve changes to the Plan. NHA is responsible for complying with all subsequent changes in HUD regulations pertaining to the programs administered by NHA. If such changes conflict with this Plan, HUD regulations will have precedence.

The policies set forth in this Plan are based on current regulations in effect promulgated by the Department of Housing and Urban Development (HUD). If there are conflicts between this Plan and language in an owner's Housing Assistance Payments (HAP) contract, the language in the HAP contract will prevail. The following requirements are incorporated by reference into this Administrative Plan:

- 24 CFR 5** Definitions of Income, Income Limits, Rent, and Re-Certification of Family Income for the Section 8 Housing Assistance Payments Program and other Related Programs.
- 24 CFR 83** Mainstream Housing Choice Voucher Program
- 24 CFR 982** Section 8 Tenant-Based Assistance-Housing Choice Voucher Program.
- 24 CFR 983** Project-Based Voucher Program
- 24CFR 984** Section 8 Family Self-Sufficiency Program.
- 24 CFR 985** Section 8 Management Assessment Program.

This Plan is intended to establish local policies for the administration of the HCV program and should not be considered an exhaustive treatment of the procedures by which these policies will be implemented. NHA will implement standard operating procedures which may be referenced in this Administrative Plan.

Chapter I: Statement of Program Approach and Objectives

NHA administers the Housing Choice Voucher (HCV) Program and other affordable housing programs in the city of Newark, New Jersey. The primary objectives of NHA's programs are to expand the affordable housing options available for low income households and provide these households with a variety of housing choices and opportunities.

I-A. Fair Housing

NHA affirmatively furthers Fair Housing in the administration of the program by complying fully with all federal, state and local nondiscrimination laws and administers programs in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. NHA does not discriminate against any applicant or participant because of race, color, creed, national or ethnic origin or ancestry, religion, sex, age, disability, source of income, sexual orientation, gender identity, marital status or presence of children in a household; nor will any criteria be applied, or information be considered, pertaining to attributes or behavior that may be imputed by some to a particular group or category. NHA does not deny to any family the opportunity to apply for housing (when the waiting list is open) or deny any eligible applicant the opportunity to lease a housing unit that meets program requirements. The NHA has developed a Language Access Plan (LAP) which defines the actions to be taken by NHA to ensure Title VI compliance with respect to LEP persons.

NHA provides Voucher holders information on federal, state and local laws regarding housing discrimination and all remedies available. Such information will be made available as part of the briefing session, and all applicable Fair Housing Information and Discrimination complaint forms will be made part of the Voucher holders' packet. NHA will provide referrals and information to applicants and participants about local organizations that provide assistance in filing discrimination complaints.

I-B. Reasonable Accommodation

NHA is fully committed to providing reasonable accommodation to eligible disabled applicants and program participants and equal access to all NHA housing programs and services. Persons with disability may need a reasonable accommodation to take full advantage of the NHA 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 accessible to them in a way that would otherwise not be possible. Requests for reasonable accommodation should be directed to NHA voucher program staff and will be processed according to all applicable guidelines. NHA will take steps to ensure that all applicants/participants are fully aware of the opportunity to request reasonable accommodation.

I-C. Description of Program

The Housing Choice Voucher program provides subsidies to low income persons and freedom of choice to enable them to rent affordable, decent, safe and sanitary housing in the private rental market. In order to receive assistance in a particular unit, the family, owner and unit must meet the requirements established by HUD regulation and those specified in this Plan.

NHA will monitor program performance on a monthly basis. NHA shall submit program information to HUD for evaluation under the Section 8 Management Assessment Program (SEMAP) on an annual basis.

I-D. Resident Advisory Board (RAB)

The NHA shall establish a RAB for Section 8 Program participants separately held from the public housing RAB. All Section 8 participants shall be noticed and all those interested in attending will be accepted in this forum as Board participants. Meetings will be held quarterly and will be facilitated by the NHA.

I-E. Other Programs

NHA also administers a Mainstream Housing Choice Voucher program and a Project-Based Voucher program. These programs are discussed later in this Plan.

Chapter II: General Administration

II-A. Program Outreach

i. General

NHA will maintain a single waiting list for its Section 8 tenant-based assistance program. NHA may also maintain separate, site-based waiting lists for each property in its Project-Based Voucher program. Each waiting list must contain at a minimum the following information on each Applicant:

- Name
- Address
- Social Security Number
- Date of Birth
- Household Size
- Racial or ethnic designation
- Pre-Application or Client Control Number
- Any approved Preference or Priority
- Presence of disabled household member(s)

ii. Outreach to Families

NHA reserves the right to open or close the waiting list(s) based on funding availability. The waiting list will be closed when it is determined that there are not enough Housing Choice Voucher subsidies to assist all the applicants in a reasonable period of time. When NHA determines that additional applicants are needed, the waiting list will be opened and a public advertisement and notice will be posted.

To affirmatively further fair housing and reach people from all backgrounds and those applicants not otherwise likely to apply, NHA will advertise through a wide variety of sources including local and State newspapers, minority media, minority and civic clubs, places of

worship, service agencies, websites, and broadcast media. An effort will also be made to notify elected officials, government agencies and other agencies which specifically address the needs of individuals with disabilities. NHA will monitor and evaluate outreach activities to ensure that the widest possible audience is reached.

All notices and advertisements announcing the opening of the waiting list will include:

- The dates the list will be open and the deadline for receipt;
- The method and means by which applications will be accepted;
- The availability of Housing Choice Vouchers;
- Eligibility guidelines;
- Preferences and methodology for the selection of applicants; and
- Any limitations which may apply.

iii. Outreach to Property Owners

Outreach to property owners will be conducted on an ongoing basis to develop interest in the program and to increase the number of units available in the City of Newark with particular focus on units located in low-poverty areas. NHA will notify and provide program information to local realtors, agents, apartment associations and any interested landlords. NHA staff will be available to make presentations about the Housing Choice Voucher Program to these groups. In addition, materials that describe the program requirements and opportunities for property owners will be made available. NHA maintains a list of interested property owners and units available for the Housing Choice Voucher Program through the New Jersey Housing Resource Center (www.njhrc.gov).

NHA will make a concerted effort to contact and encourage local property owners with units specially designed or adapted for persons with disabilities, and those who may be willing to adapt units, to participate in the program. Notices shall be sent to landlords presently participating, landlords that have participated in the past, local real estate agencies and to local social service agencies that specifically address the needs of persons with disability.

II-B. Pre-application and Application

NHA will accept pre-applications electronically for the Housing Choice Voucher Program when the waiting list is open and according to the methods described in the advertisement. The waiting list will be open for a specified time-period which will also be listed on any advertisement or notification of the opening of the waiting list. When the waiting list is opened, completed pre-applications must be submitted to the Newark Housing Authority at a specifically identified web address. NHA reserves the right to accept pre-applications electronically via the internet or other automated system.

NHA will conduct a Lottery to select pre-applications to add to the Waiting List. The names of the people who submit a completed registration during the dates as specified by NHA will be accepted as eligible pre-applications and will be entered into a random electronic lottery. The number of applicants selected by the lottery shall be determined by NHA. NHA shall randomly select and order the pre-determined number of pre-applications and place

them on the NHA HCV Waiting List. Applicants will be notified either by mail or directed to the NHA website for application status.

II-B. Pre-application and Application (Continued)

The family will be required to submit a full application and documentation approximately 60 days prior to the availability of housing assistance to determine eligibility. All information on the full application will be verified by NHA.

NHA will not deny anyone the right to submit a pre-application when the waiting list is open. Reasonable accommodation will be made for interested, disabled applicants. All applicant households will be offered the opportunity to apply for public housing, if the public housing waiting list is open and will be referred to the appropriate NHA staff.

II-C. Establishing the Waiting List

All pre-applications determined to be complete will be included in a waiting list selection process done by random lottery. Pre-applications received after the closing date, and duplicate or incomplete pre-applications will be considered void and removed from this process. Pre-applications selected for the waiting list will be placed on the waiting list in a random computer-generated order.

Applicants placed on the waiting list will receive an acknowledgment letter or will be directed to the NHA website for application status. Applicants will be advised of their responsibility to notify NHA of any change in address or preference status. If any notice, preference query, update request, or an appointment letter to the applicant is returned as undeliverable for any reason, the applicant will be withdrawn from the waiting list. A final withdrawal letter will not be mailed.

Applicants withdrawn from the waiting list for failing to respond to any inquiry from NHA will be reinstated under limited circumstances as described in Section F of this Plan. If reinstatement does not occur, applicants withdrawn from the waiting list will need to re-apply during periods when the waiting list is open. Reasonable accommodation may be granted if the failure to respond is verified by NHA to be related to disability.

II-D. Determination of Eligibility

i. Eligibility Criteria

In order to receive housing assistance, the applicant family must meet the following eligibility criteria:

1. Qualify as a Family defined as follows:
 - a. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
 - b. Two or more persons, with or without children, regularly living together, related

by blood, marriage, adoption, guardianship or operation of law who will live together; OR two or more persons who are not so related, but are regularly living together, who can verify shared income or resources for at least 6 months prior to applying for the HCV program.

- c. Elderly family, Near-Elderly Family, disabled family, single person, the remaining member of a tenant family (continued occupancy only), a foster care arrangement, or a kinship care arrangement (see Appendix 1-Definition of Terms). Other persons including members temporarily absent from the family (a child placed in foster care or a student away at college temporarily) may be considered part of the applicant family if they are living or will live regularly with the applicant family.
 - d. Foster care arrangements include situations in which the family is caring for a foster adult, child or children in their home placed there by a public child placement or foster adult-placement agency.
 - e. Live-in-Aides may be considered as part of an applicant's household, and are defined. as a person who resides with someone who is age 50 or older, disabled or handicapped and is determined by NHA to be:
 - Essential to the care and well-being of the person (s);
 - Not obligated for the support of the person(s); and
 - Would not be living in the unit except to provide necessary supportive service. A live-in-aide does not qualify as the remaining member of a tenant family. In addition, occasional, intermittent, multiple or rotating care givers typically do not reside in the unit and would not qualify as live-in aides. Therefore, an additional bedroom should not be approved for a live-in aide under these circumstances.
2. In accordance with 24 CFR §5.216, each member of the applicant's household must disclose and verify their Social Security Number (SSN) when the applicant's eligibility is being determined. A household on the waiting list will not be provided housing assistance until such time as all household members have disclosed and verified a valid SSN. However, if the household is otherwise eligible to participate in the program, the household may maintain their position on the waiting list for no more than 90 days to provide each member of the applicant household with an opportunity to comply with the SSN disclosure and documentation requirements. Individuals who do not contend eligible immigration status are exempt from the requirement to disclose a SSN.

If a child under the age of 6 years was added to the assistance applicant household within the 6-month period prior to the date of voucher issuance, the applicant may become a participant, so long as SSN verification is provided to the NHA within 90 calendar days from the effective date of the Housing

Assistance Payment contract. The NHA must grant an extension of one additional 90-day period if it determines that, in its discretion, the assistance applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the control of the assistance applicant. If the applicant family fails to verify the SSN within the required time period, the family must be denied assistance (PIH 2016-05).

3. Income Targeting to Extremely Low Income Families

In accordance with a law passed by Congress in 1998, beginning in FY1999 and in each NHA fiscal year thereafter, not less than 75% of new admissions to the Housing Choice Voucher Program must have incomes at or below 30 % of the median income for the Newark MSA at the time of admission. NHA will monitor the new admissions on a bi-annual basis to verify that this requirement is achieved and, if warranted, adjust the selection of new admissions to ensure compliance. In order to comply with the law, NHA may be required to skip over a higher income applicant on the waiting list in order to assist an applicant of Extremely Low Income. If an applicant is skipped over, they will retain their original position on the waiting list and be the first applicant offered an opportunity for assistance after the Extremely Low Income targeting requirement has been met.

4. Income Limits and Eligibility (24 CFR § 982.201(b) (1))

To be income-eligible, the applicant must be a family in any of the following categories:

- A “very low income” family;
- A low-income family that is Continuously Assisted under the 1937 Housing Act. An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance or was receiving assistance in the past 90 days under any 1937 Housing Act program when the family is admitted to the Voucher Program;
- A low-income family that is physically displaced by rental rehabilitation activity;
- A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project. (Section 8(o)(4)(D) of the 1937 Act ([42 U.S.C. 1437f\(o\)\(4\)\(D\)](#)));
- A low-income or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing as defined in 24 CFR § [248.101](#);
- A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a project subject to a resident homeownership program 24 CFR § [248.173](#).

Eligibility must be verified within the 60 days prior to voucher issuance. See 24 CFR § 982.201(e).

5. Required Citizenship or Eligible Immigration Status. At least one member of an applicant family must have either citizenship or eligible immigration status. Every member of the applicant or tenant household must submit the required documentation. For family members claiming citizenship, the only requirement is to sign a declaration of citizenship. For family members claiming eligible immigration status, HUD requires that the family members sign a declaration of eligible immigration status and provide an original of the appropriate documentation. NHA will review the original document, copy it and retain a copy in the applicant/tenant file.

All adults in the household claiming eligible status must sign a verification consent form. The head of household must sign declarations on behalf of minors. NHA will then independently verify this status with DHS.

6. Prior Debts to a PHA. No applicant or member of an applicant family can owe money to a PHA. NHA will check applicant names against the log of Section 8 reimbursement agreements and the NHA public housing accounts payable system and all other sources available, including HUD's Debts Owed/Termination module in EIV to determine whether the applicant has past due funds to NHA or any other PHA. The application will be placed on an inactive status until the balance is paid in full.
7. Any member of the applicant household has committed fraud, bribery, or any other corruption in connections with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing applications or benefits derived there from.
8. If any adult member of the household refuses to sign any document or consent form required by NHA to determine eligibility and preference status or to perform appropriate applicant screening activities.
9. For income eligibility purposes, the income of a full or part-time student enrolled in an institution of higher learning AND the student's parents must be included when the student family member is:

- Under 24 years of age;
- Not a veteran;
- Is not married; and
- Does not have a dependent child

Exceptions to this rule as outlined in 24 CFR 5 will be applied at the time income eligibility for the program is determined.

10. Criminal Background Checks and Denial of Assistance. NHA conducts a criminal background check for the last three years and for an extensive criminal history

preceding consideration for admission on all adult family members 18 years of age and older. The NHA will utilize an independent vendor to provide screening services that include multi-state criminal background and sex offender search of law enforcement records. All adult applicant family members are required to sign a release of information form for such criminal background checks.

NHA will use, maintain, and destroy criminal records of applicants in accordance with NJ State law.

- a. NHA must deny admission and terminate assistance at any time under the following circumstances:
- b. Any household member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing. The premise is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.
- c. Any household member has been evicted for drug-related or violent criminal activity within the past three years from a federally assisted housing program.
- d. Any household member is subject to a lifetime registration requirement under a State sex-offender registration program in the state where the housing is located and in other states where the household member is known to have lived.
- e. NHA has reasonable cause to believe that a household member's use of illegal drugs or alcohol abuse may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.
- f. NHA has reasonable cause to believe that a household member has engaged, within the past three years, in any other criminal activity that may threaten the health or safety of the owner, property management staff or NHA employees or their contractors and agents.

NHA will use the date that the applicant completed any related sentence to evaluate eligibility. The applicant must have completed serving any related sentence, including applicable parole or probation period and not have an extensive criminal history, three years prior to admission.

In determining whether to deny or terminate assistance, NHA will take such action if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted. The NHA shall not solely rely on an arrest record to determine an applicant or participant has engaged in criminal activity. Extenuating circumstances, such as current or past participation in a rehabilitation program, will be considered before final withdrawal of the applicant or termination of assistance.

If NHA uses a criminal record report as the basis to deny or terminate assistance, NHA will provide the applicant/tenant with a copy of the criminal record, if requested, and give the family an opportunity to dispute the record.

ii. Eligibility Criteria-Mainstream Housing Choice Vouchers

Applicants for Mainstream Housing Choice vouchers must meet the same basic eligibility requirements for the Section 8 Housing Choice Voucher Program. The family must also qualify as disabled based on the requirements set forth in 24 CFR 83.

II-E. Selection from the Waiting List

i. Local Preferences

NHA will select from applicants currently on the waiting list through use of local preferences in ranking/priority order as follows:

- Seniors, 62 years or older, that are the Head, Spouse or Co-Head. (4 points)
- Veterans, that are the Head of Household, Spouse or Co-Head(4 points)
- Head of Household, Spouse or Co-Head is living and/or working in the City of Newark (10 points)
- All other applicants

The point structure is cumulative. For example, a 67 year old veteran living in the city of Newark would receive 18 points.

ii. Waiting List Update

When NHA updates the waiting list, it will mail notices to all applicants on the waiting list requesting updated information and a statement requesting whether the applicant is still interested in NHA's voucher program. The applicant will be required to respond to the request for information within a specified time period. Applicants will also be offered the opportunity for an informal review if the family is withdrawn from the waiting list.

If the applicant fails to respond to NHA's request for update information, or, any notice, preference query, or an appointment letter is returned to NHA as undeliverable, the applicant's name will be withdrawn from the waiting list. A final withdrawal letter shall be mailed.

It is the primary responsibility of each applicant to ensure that NHA has the most recent and current information in order to be contacted when either the applicant's name nears the top of the list or when NHA performs a waiting list update. Under limited circumstances, NHA will approve reinstatement of a withdrawn applicant for one of the following reasons:

The applicant submitted a change of address to NHA prior to the notice being mailed by NHA and the information did not get updated in the waiting list database;

During the time of any waiting list update or, at the time of notification for an interview, the applicant could not respond. For example, the applicant was incapacitated due

to hospitalization;

- As a result of a data entry error, the NHA computer system incorrectly recorded the address of the applicant; and, therefore, the applicant was improperly withdrawn from the waiting list for failure to respond to a NHA notice; or
- The applicant is a person with a disability who requires an alternative form of communication other than one normally used by NHA, and the applicant informed NHA, in advance, of the proper means of communication, as required by regulations.

In order to be considered for reinstatement, applicants must provide documentation acceptable to NHA proving that they share no burden in the failure to respond to a waiting list update or notification for interview.

When NHA decides to update the Housing Choice Voucher waiting list, it will mail notices to the applicants on the waiting list requesting updated information. The intent of the mailing is also to determine whether the applicant is still interested in the Housing Choice Voucher Program. The applicant will be required to respond to the request for information within a specified time period. Each update notice will inform the applicant that, if they do not respond within the specified time period, the family will be withdrawn from the waiting list and will be given the opportunity for an informal review to dispute the withdrawal from the waiting list.

II-F.Special Admissions

Some applicant households will be admitted to the Housing Choice Voucher Program without being placed on the waiting list or without considering the applicant's current placement on the waiting list. This may occur when HUD funding has been awarded to NHA for a targeted group of households living in specified units or to assist in implementing local housing initiatives. Income limits may still apply. See section above regarding Income Limits. These special admissions may include but are not limited to:

- Families displaced because of demolition or disposition of a public or Indian housing development;
- Families residing in a multifamily rental housing development when HUD sells, forecloses or demolishes the development;
- Housing covered by the Low Income Preservation and Resident Homeownership Act of 1990;
- Non-purchasing families that reside in a development subject to a homeownership program;
- Families displaced because of a mortgage prepayment or voluntary termination of a mortgage insurance contract;
- Families residing in a development covered by a project-based Housing Choice Voucher HAP contract at or near the end of the HAP contract term;
- Non-purchasing families residing in a HOPE 1 or HOPE 2 development;
- NHA public housing residents who are currently on one of the following public housing inter-program transfer lists shall be considered for special admissions limited to up 250 families per year:
 - a) Over-housed
 - b) Under-housed

- c) Elderly
- d) Family
- e) Health/Medical
- f) Safety/Emergency
- g) Townhouse

II-G. Family Choice of Housing and Housing Type

Generally, NHA does not offer special housing types as an option to Housing Choice Voucher families. However, NHA will not deny a family (with a disabled member) the right to use any of the following special types of housing in accordance with the program requirements: Single Room Occupancy; congregate housing; group home; shared housing or cooperative housing only if needed as a reasonable accommodation for persons with disabilities.

II-H. Eligibility and Verification

At the time of initial eligibility determination and re-certification, applicants and participants will be required to certify to all information they provide to NHA and to sign verification forms permitting the release of information from verifying agencies, including the Authorization to Release Information/Privacy Act Notice form which is a general release form. Documentation of all verifications will be placed in the applicant/participant file. Family income and assets and all factors related to eligibility must be verified, including preference for assistance as described in this Plan. The NHA must receive information verifying that an applicant is eligible within the period of 60 days before the PHA issues a voucher to the applicant.

NHA will rely primarily on Upfront Income Verification (UIV) tools and third party verification tools to verify income and other eligibility factors. This will include obtaining income data directly from electronic sources such as the HUD's Enterprise Income Verification (EIV) system. For existing residents, EIV data will be reviewed as part of the annual re-certification process. For new residents, EIV data will be reviewed within 120 days of admission.

To obtain other third-party verifications that may be required, NHA may mail, fax, or email forms directly to the third party verification source and have them return the information back to NHA.

NHA may also accept third-party documentation provided the tenant, as outlined in HUD guidance. Oral verification with the third party by phone will be obtained when efforts to obtain written verification have been unsuccessful. If third party verification is not possible, NHA will review other documents brought in by applicants/current participants. In all cases, the highest level of verification, as outlined in HUD guidance, will be attempted before moving on to another verification method.

If the applicant fails to attend a scheduled interview, they will be automatically rescheduled for a second interview. If the applicant fails to attend two or more scheduled interviews, the NHA will remove the applicant from the waiting list. The NHA shall consider requests for Reasonable Accommodation for disabled applicants.

II-I. Notification of Ineligibility

Ineligible families will be notified by mail and given the reason for the determination, with an opportunity to request an informal review within 10 business days of the date of the notice.

II-J. Computation of Total Tenant Payment and Determination of Rent

Once verification is complete, NHA will compute Annual and Adjusted Income and Total Tenant Payment in accordance with 24 CFR Part 5.

i. Calculation of Total Tenant Payment, Family Share and Family Rent to Owner

Total Tenant Payment will be calculated using the greater of: a) 30% of the family's adjusted monthly income; b) 10% of the gross monthly family income; or c) the NHA minimum rent of \$50. Family Share and Rent to Owner is calculated only after the family finds a unit, and is calculated as the difference between the lesser of the Payment Standard or Gross Rent for the unit and the family's Total Tenant Payment.

ii. Minimum Rent

The NHA has adopted a minimum rent for the program of \$50. The minimum rent amount of \$50 is used when applying the formula to calculate Total Tenant Payment.

NHA will grant an exemption from application of the minimum monthly rent to any family making a proper request, in writing that it is unable to pay the monthly minimum rent because of financial hardship, which includes:

- The family has lost eligibility for, or is awaiting an eligibility 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 Nationalization Act, who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
- Family would be evicted as a result of imposing the minimum rent requirement;
- Family income has decreased because of changed circumstance, including loss of employment;
- A death in the family that affects the family circumstances; or
- Other circumstances as determined by NHA on a case-by-case basis.

If a family requests a hardship exemption, NHA will suspend the minimum rent charge and adjust the HAP payment effective on the first of the month following the verification of the

document(s) regarding the change in the family's circumstances. The family must provide documentation of the hardship. NHA will determine if the hardship is temporary or long term.

If the hardship is determined to be temporary, the minimum rent will be suspended for a period of 180 days from the date of the family's request. At the end of the 180-day period, the minimum rent will be reinstated. If NHA determines that the hardship is long term, the exemption will be applied so long as the hardship continues. Hardship determinations are subject to NHA's informal hearing process.

iii. Determination of Rent

The Housing Choice Voucher subsidy is based on the established Payment Standard that reflects the cost to lease a unit in the area. If the gross rent (contract rent, plus utilities) is less than the Payment Standard, the family pays the Total Tenant Payment (TTP). If the gross rent exceeds the Payment Standard, the family pays the TTP plus the amount by which the gross rent exceeds the Payment Standard.

Once the unit is selected, the family's portion of the rent is calculated as the difference between the gross rent and the lesser of the Payment Standard for the voucher size issued, or the unit size selected by the family.

At admission or transfer to a new unit, families are prohibited from paying more than 40% of their monthly adjusted income for rent when the gross rent exceeds the payment standard.

iv. Payment Standard

NHA may set the payments standard annually between 90% and 110% based upon the HUD published Fair Market Rents for the Newark Metropolitan Statistical area.

The Fair Market Rent published by HUD is based upon the 40th percentile of rents charged to recent movers (within prior two-year period) in the private rental market. NHA reviews payment standards annually, at the time new Fair Market Rents are published. NHA will revise the payment standards as necessary to ensure that families are able to find and lease a variety of units in a variety of neighborhoods with the maximum subsidy permitted by use of the payment standard in effect.

v. Additional Adjustments to the Payment Standard

NHA may annually review its payment standard to determine if an adjustment is needed for some or all units. In determining if an adjustment is appropriate, NHA will consider: assisted families' rent burdens, availability of suitable vacant units with rents below the payment standard, size and quality of units selected and/or the leasing success rate.

vi. Utility Allowance

The utility allowance for a family is the lower of the utility allowance amount for the family voucher size or the utility allowance amount of the size of the unit rented by the family. At the request of a family with a person with disabilities, the NHA must approve a

utility allowance higher than the applicable amount if such a higher utility allowance is needed as a reasonable accommodation.

Any allowance for utilities will be deducted from the Total Tenant Payment to determine the Family Rent to Owner. Where the Utility Allowance exceeds the Total Tenant Payment, the tenant will pay \$0 rent and the difference between the utility allowance and the Total Tenant Payment will be paid in the form of a check made payable to the head of household as a Utility Reimbursement towards utilities.

vii. Subsidy Standards

The following standards are used for assignment of the appropriate bedroom size on the Voucher.

NUMBER OF BEDROOMS	NUMBER OF PERSONS	
	MIN	MAX
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

The intent of HUD requirements is that the smallest appropriate bedroom size be assigned to participant families without overcrowding. As a general rule, two people are expected to share a bedroom. NHA will use the following standards as additional guidance in determining the appropriate bedroom size for any given family:

1. The Head of Household is not necessarily entitled to their own bedroom and shall be required to share a bedroom with a minor or adult of the same sex.
2. Adults of the opposite sex (other than spouses or cohabitants) and unrelated adults are not required to share a bedroom but may request to do so.
3. Minor children five years of age and older are not required to share a bedroom with a household member of the opposite sex.
4. A family that consists of a pregnant female and no other family member will be treated as a two (2) person household.
5. A minor child, who is temporarily away from the home because of placement in foster care, and is expected to return to the family within six (6) months, is considered a member

of the family in determining the family unit size.

6. NHA will approve live-in aides to reside in the unit and may provide a separate bedroom as a reasonable accommodation for a family consisting of one or more elderly, near-elderly, or disabled family members. However, NHA may deny or withdraw such approval at any time if the live-in aide: (1) commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; (2) fails to pass a criminal background check for drug-related or violent criminal activity, or; (3) owes rent or other amounts to NHA or another PHA in connection with the Housing Choice Voucher Program or public housing assistance under the 1937 Act. Only one bedroom may be awarded for the live-in aide and any family members of the live-in aide. Additionally, the live-in aide's family member may also reside in the unit provided doing so does not increase the subsidy by the cost of an additional bedroom and further provided that the presence of the live-in aide's family members do not overcrowd the unit.
7. NHA may assign a larger unit than permitted, using the above standards, if an individual with a handicap and/or a medical need requests a reasonable accommodation and provides documentation of need from a physician or other medical practitioner.
8. Families will not be required to use rooms other than bedrooms for sleeping purposes in the Voucher size determination.

Families may choose to rent larger or smaller units than listed on the Voucher as long as the rent reasonableness and Housing Quality Standards (HQS) requirements are met. However the subsidy will always be based upon the smallest of the size unit rented, or the unit size listed on the family's voucher.

HQS requirements permit a maximum of two persons per living or sleeping room in the units.

II-K. Housing Choice Voucher Issuance and Briefing

All eligible applicants (based on full and complete verification) are required to attend a briefing before a Voucher is issued. The briefings may be group or individual meetings.

i. Briefing Packet

Each family will receive a briefing packet containing, but not limited to, the following:

1. The term of the Voucher;
2. A description of NHA's policy on granting extensions or suspensions of term and how a family can request extensions;
3. Information on computing the Housing Assistance Payment;
4. Information on the Payment Standard and NHA's Utility Allowance Schedule;

5. How NHA determines the maximum rent for an assisted unit;
6. What the family should consider in deciding whether to lease a unit such as unit condition, reasonableness of rent, cost of tenant-paid utilities, whether the unit is energy efficient, and location of unit to public transportation, employment, schools and shopping;
7. Where the family may lease a unit using portability and how portability works;
8. HUD required tenancy addendum;
9. Request for Tenancy Approval and the process of obtaining an inspection;
10. NHA's policy on providing information to prospective landlords;
11. NHA's subsidy standards including any exception to these standards;
12. HUD brochure on selecting a unit;
13. Information on Upfront Income Verification (UIV) tools used to verify income;
14. HUD brochure, Protect Your Family From Lead in the Home;
15. Fair Housing Brochure and information (Form HUD-903) and a Discrimination Complaint Form (Form HUD-903a);
16. List of landlords or real estate agents who may be willing to lease a unit or may be able to help the family locate a unit;
17. Notice that if the family includes a disabled person, the family may request a current listing of accessible units, known to NHA, that may be available;
18. Family program obligations;
19. Grounds under which NHA may terminate the family's assistance;
20. Informal hearing and review process and how to request a hearing;
21. A Voucher showing the bedroom size; and
22. Other items as NHA may determine.

ii. Briefing Session

The briefing will cover the information in the packet and discuss the following topics:

1. Family, Owner and NHA Responsibilities under the Lease and Contract.

2. Expiration and Extension of the Voucher
3. A description of the general location and characteristics of neighborhoods in Newark.
4. Tips on Where to Look for Housing
5. Sources of information on available units (e.g., newspapers, community bulletin boards) should be obtained. NHA will also provide a list of owners who have indicated a willingness to participate in the Housing Choice Voucher Program. Families will also be advised to maintain contact with the Housing Choice Voucher staff.
6. Housing Quality Standards
7. HQS, rent reasonableness and procedures for inspections will be addressed. Housing quality standards to be used are described in 24 CFR 982.401.
8. Encouragement to consider all neighborhoods within the City of Newark when searching for a unit. NHA will provide information on portability of the Voucher and its use to move out of areas of high poverty concentration. In addition, the oral presentation and the briefing packet shall include information on the advantages of areas with low concentrations of low income families.
9. Landlord-Tenant Laws and Federal, State and Local Fair Housing Laws
10. The participants' fair housing rights and what to do if discrimination is encountered will be discussed. In cases where discrimination is suspected, NHA will advise and assist the family to file a discrimination complaint with the Department of Housing and Urban Development.
11. Assistance to Elderly and Individuals with Disabilities
12. Additional assistance that is available for persons with disabilities or elderly households will be described. Housing Choice Voucher staff will provide as much assistance as possible and refer participants to social service agencies as needed.
13. Calculations/Explanation of Total Tenant Payment, HAP, Maximum Subsidy, Utility Allowances, and Utility Reimbursements
14. The applicable Payment Standard and Utility Allowance will be discussed as well as calculation of Total Tenant Payment, Family Share, Family Rent to Owner, Housing Assistance Payment, Maximum Subsidy and Utility Reimbursement. Allowances will also be explained.
15. Information Provided to Prospective Landlords about Participants.

II-L. Housing Choice Voucher Term and Extension Policy

Each Housing Choice Voucher recipient will be given an initial term of 90 days to look for a unit. Extensions in increments of 30 days, not to exceed a maximum additional period of 90

days are permissible at the sole discretion of the NHA.

Extensions of search time will only be permitted for the following reasons:

- The family has a medical condition or handicap, which makes locating an accessible unit difficult;
- The family has three or more minors;
- The unit fails two consecutive HQS inspections; or
- There is evidence that a family has experienced discrimination due to their voucher holder status. The incident must be reported to local and federal officials and the family must obtain a written account of the discrimination. NHA will verify all requests for extensions under this category.

If a family is in need of a voucher extension, a written request for an extension must be submitted to the NHA. The request must be submitted prior to the expiration date. NHA will review the circumstances and determine whether an extension may be granted. NHA will provide to the family written documentation of any extension of search time.

In situations where a selected unit has been disapproved by NHA, through no fault or action of the family, NHA will automatically extend the term of the voucher for an additional 30 days.

If the family has not found a unit within the maximum term allotted, with any extensions, the Voucher will expire and the family will be removed from the waiting list unless there are documented extenuating circumstances that prevented the family to lease a unit in a timely manner.

Families seeking another opportunity for assistance must reapply to the program when the waiting list is opened.

The NHA may terminate HCVP assistance if, in accordance with HUD requirements, the funding under the consolidated ACC is insufficient to support continued assistance for families in the Program. The NHA will terminate the families based upon the amount of subsidy required. Families with the highest income levels and the least need for HCVP subsidy will be terminated from the Program before families with lower income levels. Project-Based Vouchers will not be included in this process.

II-M. Information Provided to Prospective Landlords About Participants

NHA will inform all property owners interested in participating in the Housing Choice Voucher Program that tenant screening for payment and other lease compliance behavior is the responsibility of the owner not NHA. NHA encourages all owners to screen ALL prospective applicants carefully. Voucher program participants should be subject to the same level of screening as the owner conducts for non-assisted prospective tenants. Owners must be in compliance with state, federal, and local fair housing laws.

NHA will provide each applicant a statement of its policy on providing information to owners

which will be included in the information packet given to families selected to participate in the program.

II-N. Security Deposits

The property owner may collect a security deposit. The owner determines the amount of the deposit in accordance with local practices. NHA prohibits security deposits in excess of private market practice or in excess of amounts charged to unassisted tenants.

II-O. Portability

The portability feature allows a participating Voucher family to move from one jurisdiction to another with continued assistance. Voucher holders may move anywhere there is a Housing Agency that administers a tenant-based program. Families that are new admissions to the HCV program must meet the income eligibility requirements in the areas where the family initially leases a unit with assistance. Participant families must also meet the income eligibility requirements in the area to which the family plans to move. In this case, the family is considered “continuously assisted” and the Low Income Limit is used to determine eligibility. Families are informed of these requirements in the briefing session.

A family, in which the head, spouse or co-head of the family lives within the City of Newark on the date of application, is eligible for portability as long as they are compliant with program requirements. A family will be permitted to exercise the portability option only once in a twelve-month period. A non-resident family, who meets the preference of working in Newark, and issued a voucher, may also exercise the portability option as long as they are compliant with program requirements, once in a twelve month period.

If the PHA into whose jurisdiction the family moves cannot or will not absorb the porting family, the receiving PHA must bill NHA for the HAP payment and the approved percentage of the administrative fee.

Contingent upon available funding the NHA will determine whether to bill or absorb incoming portables and will notify other HA’s as required.

Per the requirements of the, Violence Against Women Reauthorization Act of 2013 (VAWA), a family may move under NHA’s portability policy in violation of the lease if:

- The family has moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, sexual assault or stalking, and who reasonably believed he or she was imminently threatened if he or she remained in the assisted dwelling unit;
- The family has complied with all other obligations of the voucher program; and
- The only basis for denial of portability is that the family is violating the lease agreement.

The victim of the actual or threatened violence or stalking must complete the HUD Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking or provide

documentation in lieu of the certification within 14 business days of receiving the written request for this certification from NHA. (See also Tenancy Protections for Victims of Abuse under the Violence Against Women Act (VAWA), under Section O, Lease Requirements and Contract Execution).

If the family member has not provided the requested certification by the 14th business day or any extension of the date provided by NHA, none of the protections afforded to victims of domestic violence, dating violence, sexual assault or stalking (collectively “domestic violence”) will apply.

Active, cooperative participants in a Witness Protection Program and who are in need of assistance to move and ensure their continued protection may also move under NHA’s portability policy.

Families must notify NHA in writing when they want to move using the portability feature. When a family notifies NHA that it wants to move under the portability procedures, NHA will contact the receiving Housing Authority. NHA will confirm the following to the receiving PHA:

- The family is eligible for assistance, (i.e., meets the requirements of NHA); and
- A Voucher has been issued to the family.

NHA will always participate in assisting clients who wish to exercise portability.

NHA will encourage and request other PHAs to absorb families who move out of the City of Newark, but will fully cooperate if a PHA wishes to administer NHA assistance.

II-P. Requirements for Lease Submission and Unit Approval

Voucher holders must submit a fully completed and executed Request for Tenancy Approval (RTA) and a copy of the owner’s proposed lease prior to Voucher expiration. Once this information is submitted, NHA will review the landlord lease, determine rent reasonableness, inspect the unit and approve of the owner. If a RTA is delivered or received on the expiration date, the RTA will be accepted and the unit scheduled for inspection. If the unit subsequently fails after two inspections, through no fault or action of the family, the voucher will automatically be extended for 30 days.

i. Landlord Lease

A lease between the owner and tenant shall be in a standard form used by the owner for other unassisted tenants. The initial lease term cannot be for less than one year. The terms and conditions of the lease shall be consistent with State and local laws.

ii. Rent Reasonableness

Rent reasonableness will be determined for all new leases and rent increases. A reasonable rent to the owner is defined as a rent that is not more than rent charged for comparable units in the private, unassisted market and for comparable unassisted units. NHA will not approve a

subsidized tenancy until a determination has been made that the initial rent to the owner is reasonable. The reasonableness of the rent requested by the owner will be determined by considering the following factors:

- Location;
- Quality;
- Size;
- Unit Type;
- Age of the Contract Unit;
- Amenities;
- Housing Services;
- Maintenance; and
- Utilities provided by the Owner in accordance with the Lease.

NHA maintains market survey information on rents for comparable, unassisted units in the area. Market survey information that is more than 24 months old is not used for determining rent reasonableness.

If NHA determines that the amount of rent requested by the owner is not reasonable, a reasonable rent will be computed, and NHA staff will tender a counter-offer to the owner.

Failure by the owner to lower the rent will result in disapproval of the unit for the program. If the unit is disapproved through no fault or action on the part of the family, the voucher will automatically be extended for 30 days.

iii. Inspection Standards

NHA adheres to Housing Quality Standards (HQS) standards as established in 24 CFR 982.401 and current HUD guidance to perform all required inspections.

Before any unit is approved for participation in the program, NHA requires compliance with HQS. Units must be inspected and pass HQS prior to approval of any lease, and at least once annually thereafter. Inspections may also occur on other occasions, as warranted, such as in the case of a request for inspection by the owner or family.

Property owners/agents and a family member over the age of 18 are encouraged to be present during an inspection of their unit(s) by NHA. When two consecutively scheduled inspections occur and neither party is present it could result in termination from the Program.

If at the initial inspection there are defects or deficiencies, which must be corrected to make the unit decent, safe and sanitary, the owner, will be advised by NHA of the work required. NHA will give the owner 30 days to complete the work. Before a contract is executed or continued, any unit that fails must be re-inspected to ascertain whether the necessary work has been performed. The unit must be approved as compliant with HQS before execution of the

HAP contract.

In order to ensure adherence to the Housing Quality Standards and to monitor inspection determinations, a qualified staff person or agent of the Authority, who did not conduct the original or re-inspection, will re-inspect a random sample of the approved units.

iv. Extensions

Extensions will be granted in cases where the NHA has determined that the owner has made a good faith effort to correct the HQS deficiencies and is unable to for reasons beyond the owner's control. The owner's request for an extension must be made in writing to the NHA or its designee. Reasons may include, but are not limited to:

- A repair cannot be completed because of weather conditions
- A reasonable accommodation is needed because the family includes a person with disabilities.

The length of the extension will be determined on a case-by-case basis, but will not exceed 30 calendar days, except in the case of delays caused by weather conditions. In the case of weather conditions, extensions may be continued until the weather has improved sufficiently to make repairs possible.

v. Proof of Ownership/Identification

NHA will require all property owners who request to rent their units through the Section 8 program to provide proof of ownership, the property parcel identification number and a W-9 form. Acceptable forms of ownership documentation include valid photo identification, a deed, mortgage statement, property tax records and/or a HUD settlement statement (for transactions processed within the last 30 days of the date the HAP is to be executed). The owner must provide a minimum of one (1) document establishing ownership. NHA will compare the documentation provided by the property owner with information available for the City of Newark and other local government websites, when available. The property owner must also provide proof of current property taxes and the current water bill. In cases where the owner has elected to utilize the services of a property management company or has otherwise designated an agent to act on his/her behalf, NHA will request a copy of the management or agent agreement, a statement from the owner identifying the individual/s authorized to execute HAP Contracts on his/her behalf in addition to proof of ownership documentation.

NHA may not enter into a Housing Assistance Payment contract for any property until ownership, and, if applicable, authorization to act on the owner(s) behalf, are clearly established. NHA reserves the right to request additional documentation as necessary. The NHA will issue all Housing Assistance Payments to property owners through direct deposit into the property owner's banking account.

vi. Disapproval of Property Owner and/or Owner Participation

NHA will not approve a unit if the owner has a history or practice of failing to terminate tenancy in units assisted under Housing Choice Voucher or any other federally assisted housing program for activity by the tenant, any member of the tenant's household, a guest or another person under the control of any member of the household that:

1. Threatens the right to peaceful enjoyment of the premises by other residents;
2. Threatens the health or safety of other residents, of employees of the NHA, or of owner employees or other persons engaged in management of the housing;
3. Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
4. Engages in drug-related or violent criminal activity.

NHA will also deny or terminate owner participation for one or more of these following reasons:

1. The owner is debarred, suspended or subject to a limited denial of participation by HUD or is under restriction by the City of Newark;
2. If directed by HUD because the Federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act;
3. If directed by HUD because a court or administrative agency has determined that the owner has violated the Fair Housing Act.
4. Acts in collusion with a recently debarred or suspended owner for the purpose of circumventing the debarment or suspension.

NHA, at its discretion, may deny or terminate participation to an owner if any one of the following conditions exists:

1. The owner has violated obligations under any Housing Choice Voucher HAP contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);
2. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
3. The owner has engaged in drug-related criminal activity or any violent criminal activity.
4. The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
5. The owner has a history or practice of renting units that fail to meet State or local housing codes;

6. The owner has not paid State or local real estate taxes, fines or assessments;
7. The owner threatens or is abusive towards NHA personnel; or
8. The owner(s) has not provided adequate proof of ownership.

The individual circumstances and seriousness of such conditions will be considered prior to disapproval of an owner.

If NHA determines that the owner and unit are acceptable, the assistance contract may be approved. If the unit cannot be approved, the owner and subsidy holder will be notified and provided with the reason and an opportunity to correct any deficiencies.

vii. Property Owner or Landlord Suspension and Debarment

Property owners, landlords, and/or their designees, who commit fraud within the Section 8 program or knowingly violate the HAP Agreement may be suspended or debarred at the discretion of the Authority. It will be handled as an internal administrative matter of the Newark Housing Authority and may be reported to the Office of the Inspector General (OIG) and the Attorney General's Office for further legal action.

Contracts or HAP agreements shall not be entered into or awarded to debarred or suspended owners or landlords. A debarment by the Authority shall be for a period of six (6) years. Suspensions may be issued for any period from one (1) to five (5) years. Property Owner or Landlord Suspension and Debarment (Continued)

If an owner, landlord or their designee, is determined by the Authority to have committed an act or action justifying the sanction of suspension or debarment, the landlord shall be advised in writing of the reason for the determination.

The HCVP Director will render an advisory opinion to the Executive Director or designee. The Executive Director may accept, reject, or amend the decision of the HCVP Director and will notify the owner or landlord. The Executive Director's disposition shall be final and binding upon the Agency and Owner.

viii. Restriction on Renting to Relatives

Housing Choice Voucher recipients may not rent units which are owned by a close relative (defined as the parent, child, grandparent, grandchild, sister, or brother) of any member of the recipient's household. The exception to this rule is if the recipient household member has a disability and, renting from a close relative is determined to be a reasonable accommodation.

This policy applies only to new admissions and transfers. The policy does not affect current participants who are leasing units from close relatives until they decide to move or unless the owner wishes to amend the lease or execute a new HAP Contract for the same unit. It also does not affect families at the time that their subsidy is converted to the Housing Choice Voucher so long as they remain in the same unit under the same lease agreement.

II-Q. Lease Requirements and Contract Execution

After the unit passes inspection and the Contract Rent is approved, the owner and tenant must provide NHA with a copy of the signed Lease. NHA will confirm the move-in date and finalize the execution of the HAP contract with the owner.

i. Grounds for Lease Termination

Federal regulations require that the lease include the following as grounds for lease termination:

1. Drug-related criminal activity or violent criminal activity: engaged in on or near the premises by any tenant, household member or guest; or, engaged in on the premises for any other person under the tenant's control;
2. Illegal drug use or a pattern of illegal use of a drug that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
3. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises) and by persons residing in the immediate vicinity of the premises;
4. When it is determined the tenant is fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit crime that is a felony under the laws of the state from which the individual flees; and
5. When the tenant is violating a condition of probation or parole imposed by Federal or state law; any member of the family household is subject to a lifetime registration requirement under a State sex offender registration program in the state where the housing is located.

ii. Tenancy Protections for Victims of Abuse under the Violence Against Women Act (VAWA)

Per the requirements of the Violence Against Women Reauthorization Act of 2013 (VAWA), and as incorporated into the HAP Contract and Tenancy Addendum, NHA and unit owners/managers shall not consider an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of a victim of abuse.

Criminal activity directly related to abuse, engaged in by a household member, guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy or occupancy rights if a member of the tenant's immediate family is the victim or threatened victim of that abuse.

If an assisted household member engages in criminal acts of physical violence against family members or others, NHA may terminate assistance to the offending household member, or an owner/manager may "bifurcate" a lease, or otherwise remove the household member from the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance for any individual who is a tenant or lawful occupant. These actions may be taken without penalizing the victim.

These statements do not limit the authority or ability of a unit owner/manager to evict, or NHA to terminate assistance to any tenant under program guidelines if either party can demonstrate an "actual and imminent threat" to other tenants or persons employed at or providing services to the property.

An assisted family may receive a voucher and move in violation of the lease under NHA's portability policy if the family has complied with all other obligations of the voucher program and moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, sexual assault or stalking, and who reasonably believed he or she was imminently threatened if he or she remained in the assisted dwelling unit.

NHA will request in writing that a family that seeks to move to another unit or prevent eviction, removal, termination of occupancy rights, or termination of assistance under a claim of abuse and complete the HUD Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking. The victim shall provide the name of the perpetrator on the form. In lieu of, or in addition to the form, a victim may provide to NHA:

- A Federal, State, tribal, territorial, or local police record or court record; and/or
- Documentation signed and attested to by an employee, agent or volunteer of a victim service provider, an attorney or a medical professional, from whom the victim has sought assistance in addressing domestic violence, Dating Violence, Sexual Assault or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, or stalking has signed or attested to the documentation.

The victim of the actual or threatened violence or stalking must complete the HUD Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking within 14 business days of receiving the written request for the certification from NHA. If the family member has not provided the requested certification by the 14th business day or any extension of the date provided by NHA, none of the protections afforded to victims of domestic violence, dating violence, sexual assault or stalking (collectively "domestic violence") will apply.

All information provided by the victim to an NHA employee or unit owner/manager relating to an incident of domestic violence, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault or stalking, must be retained in confidence and neither entered into any shared database nor provided to any related party, except to the extent that the disclosure is:

- Requested or consented by the individual in writing;
- Required for use in an eviction proceeding or termination of assistance; or,
- Otherwise required by applicable law.

iii. Family Obligations

When the family's unit is approved and the Housing Assistance Payments contract is executed, the family must follow the rules listed below in order to continue participating in the Newark Housing Authority's Housing Choice Voucher Program. Families that do not abide by these obligations will be terminated from the program.

The Family (Including Each Family Member) Must:

1. Supply any information that the NHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
2. Disclose and verify social security numbers.
3. Sign and submit consent forms for obtaining information as required by the NHA.
4. Supply any information requested by the NHA to verify that the family is living in the unit or information related to family absence from the unit.
5. Promptly notify the NHA in writing when the family is away from the unit for more than 30 days.
6. Notify the NHA and the owner in writing at least 30 days before moving out of the unit or terminating the lease.
7. Use the assisted unit solely for residence by the family that is listed on the HAP Contract and Lease. The unit must be the family's only residence.
8. Notify the NHA in writing within thirty (30) days of the birth, adoption, or court-awarded custody of a child who will reside in your unit.
9. Request the NHA and the owner's written approval to add any other family member as an occupant of the unit.
10. Request and obtain the NHA approval before adding a live-in aide to the household.

11. Promptly notify the NHA in writing if any family member no longer lives in the unit
12. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
13. Allow the unit to be inspected at reasonable times and after reasonable notice.
14. Give the NHA a copy of any owner eviction notice. The Family (Including Each Family Member) Must Not:
15. Own or have any interest in the unit (other than in a cooperative, or the NHA Homeownership Program).
16. Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the NHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
17. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
18. Sublease or let the unit or assign the lease or transfer the unit.
19. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
20. Commit any serious or repeated violation of the lease, including but not limited to nonpayment of rent.
21. Engage in or allow guests to engage in any behavior that disturbs the peaceful and quiet enjoyment by others of the premises and the neighborhood.
22. Threaten or engage in or allow guests to threaten or engage in abusive or violent behavior toward NHA personnel or its representatives.
23. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
24. Engage in or allow guests to engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

25. Possess or use Illegal possession and use of a firearm or aggravated assault weapon in violation of federal, state or local criminal or civil laws;
26. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.
27. Be a registered sex offender in any state or territory of the United States.
28. Be convicted of a drug related crime for the manufacture or production of methamphetamine on the premises of federally assisted housing.

II-R. Information and Assistance

Program participants will be informed that NHA staff is available to discuss and assist with any program related issues. Participants shall be informed to notify their landlord in writing if repairs are not made promptly. If after 30 days, the repairs have not been made, the family will be instructed to send the Inspections Coordinator a copy of their earlier notice to the owner requesting repairs. NHA HCVP Management will review such requests for further action.

II-S. Re-Certification of Household Composition, Income, Allowances and Rent

i. Annual Re-Certifications

Prior to the family's recertification effective date, the family will be notified that they are required to complete their recertification. Recertifications can be completed by mail, electronically, and in person. The family will be notified of all required documents and due dates for submission. Additionally, voucher size will be re-determined based on NHA policy at the time of recertification.

Streamlined Certifications of Annual Income and Assets for Families with Fixed Income (PIH 2016-05).

1. Streamlined Asset Verification

For a family with net assets equal to or less than \$5,000, the NHA may accept a family's declaration that it has net assets equal to or less than \$5,000, without taking additional steps to verify the accuracy of the declaration. The declaration must state the amount of income the family expects to receive from such assets; this amount must be included in the family's income. **The NHA must obtain third-party verification of all family assets every 3 years.**

2. Streamlined Income determination

For any family member with a fixed source of income as defined by below, the NHA may determine that family member's income by applying, for each fixed-income source, the verified cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount.

“Family member with a fixed source of income” is defined as a family member whose income includes periodic payments at reasonably predictable levels from one or more of the following sources:

- i.* Social Security, Supplemental Security Income, Supplemental Disability Insurance;
- ii.* Federal, state, local, or private pension plans;
- iii.* Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts; or
- iv.* Any other source of income subject to adjustment by a verifiable COLA or current rate of interest.

The NHA must use a COLA or current rate of interest specific to the fixed source of income in order to adjust the income amount. The NHA must verify the appropriate COLA or current rate of interest from a public source or through tenant-provided, third party-generated documentation. If no such verification is available, then the NHA must obtain third-party verification of income amounts in order to calculate the change in income for the source.

For any family member whose income is determined pursuant to a streamlined income determination, NHA must obtain third-party verification of all income determination, NHA must obtain third-party verification of all income amounts at least once every 3 years. [Note: Non-fixed income sources remain subject to third-party verification requirements.]

If the family fails to appointment second request to complete the recertification process and fails to respond with complete information, NHA may send the family a notice terminating assistance under the Housing Choice Voucher Program, effective on the family’s re-examination effective date.

ii. Move to a New Unit

Moves must be pre-approved and will not be granted more than once every 12 months unless an emergency is documented to the satisfaction of the NHA.

iii. Interim Re-Certifications

Rent and other charges shall remain in effect for the period between regularly scheduled re-certifications, except when:

There is a change in the household composition. Any change in the household composition must be reported in writing within 30 days. If the change in household composition results in a reduced income for the household, the tenant’s rent will be adjusted. If the change of household composition results in a change in voucher size, the adjustment to the voucher size will be made based on NHA policy at the time the request for interim recertification is submitted with all required documentation.

- Any new household members must be approved by NHA prior to the member moving into the assisted unit. In general the NHA will not permit the addition of an adult member to the household unless by spousal relation, for the addition of a live-in-aide, or due to an emergency situation in which the only adult member is unable to fulfill the responsibilities of the Head of Household. However, NHA reserves the right to review all request and make approvals on a case-by-case basis.
- If the addition of a household member results in an increase in income, the tenant's rent will be adjusted accordingly.
- There is a decrease in family income. Once verified the change in family payment will be effective the first of the month following notification of decrease to NHA.
- There is an increase in annual family income totaling \$2400 or more. Once verified, the family will be given at least thirty-days' notice of the increase in family payment.

Decreases in the tenant's Total Tenant Payment will be effective the first day of the month following the month in which the change is reported; provided, the change was reported within 30 days by completing the appropriate HCVP forms. Increases will become effective on the first day of the second month following the date the change occurred unless the family failed to abide by the reporting requirements.

Interim re-certifications do not affect regularly scheduled re-certification effective dates. NHA may schedule special re-certifications every 120 days for families reporting zero (\$0) income. Families reporting \$0 income will be required to have all adult household members sign a certification of \$0 income and a release allowing NHA to obtain a certified copy of any tax return submitted to the IRS by all adults residing in the household.

Failure to comply with these re-examination requirements will be considered grounds for termination of assistance.

Addition of a New Household Member

When a program participant requests to add a new household member the participant must disclose and verify the new member's SSN at the time of the request, or at the time of processing the interim or annual reexamination of household composition that includes the new member.

When a program participant requests to add a new household member who is under the age of six (6) and has not been assigned a SSN, the participant is required to disclose and verify the child's SSN within 90 calendar days of the child being added to the household. The program may grant an extension of one additional 90-day period if the program, in its discretion, determines that the participant's failure to comply was because of circumstances that could not have reasonably been foreseen and were outside the control of the participant. Upon expiration of the provided time period, if the family has not complied with the SSN disclosure and documentation requirements, the PHA must terminate the family's tenancy or assistance, or both of the entire family.

II-T. Contract Rent Increases

At all times during the assisted tenancy, the rent to the owner may not exceed the reasonable rent as most recently determined or revised by NHA.

NHA will reconsider the reasonableness of the rent under the following circumstances:

- Before any increase in the rent to the owner;
- If there is a 5 percent decrease in the published FMR in effect sixty (60) days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary;
- To comply with the City of Newark rent control statute and state law governing tenancy;
- To expand housing opportunities to include tax credit and other affordable housing developments; or
- If directed by HUD.

Rent increases may not be approved unless the rent is comparable and the unit is in decent, safe, and sanitary condition and the owner is in compliance with the terms of the HAP contract and lease.

The Contract Rent may not be increased during the initial term of the lease. After the initial term, owners may request an increase 60 days prior to the anniversary date and must provide written notice of any proposed increase to the family and to NHA in accordance with the lease and contract. The increase may not be approved unless the increased rent meets rent reasonableness requirements and the family agrees to the increase.

Families who wish to move because of the owner's rent increase will be required to give the owner proper notice and notify NHA at least 30 days in advance.

II-U. Repayment Agreements

If a participant owes money to NHA, NHA may require the participant to enter into a repayment agreement or may require repayment on demand. If the participant does not comply with the repayment agreement, NHA may terminate the participant from the program, pursue civil collection, make referrals to the OIG and credit agencies. However, NHA will consider extenuating circumstances on a case-by-case basis.

Under a Repayment Agreement, the NHA will require a fifteen percent (15%) upfront payment as a good faith gesture when signing the Agreement. The following payment schedule will then be in effect:

- Less than \$2,500: must be paid in full within 60 days.
- No agreement shall exceed 36 months.
- The amount of the repayment plus the tenant's share of rent shall not exceed 40% of

the monthly adjusted income. (PIH-2010-19)

Failure to comply with the terms of the Repayment Agreement, including missed or late payments or if the NHA discovers additional unreported income, will result in termination of assistance.

If NHA determines that the family committed fraud or was grossly irresponsible, NHA may require the family to repay the entire amount in full and/or have its assistance terminated, since fraud or gross irresponsibility are considered a violation of a family obligation. (See Appendix 2: Fraud Prevention and Resolution Policy)

In no case does NHA have a responsibility to enter into a repayment agreement. If the family's assistance is terminated and repayment has not been made, the money will still be considered to be owed. If a family owes more than \$10,000, the NHA will report the debt to the HUD Office of the Inspector General (OIG). In addition, the debt will be reported to HUD and documented in its Enterprise Income Verification (EIV) system. When a family refuses to repay monies owed to NHA, NHA will utilize other available collection alternatives including, but not limited to, the following: Collection agencies, Small claims court, Civil law suit, State income tax set-off program.

II-V. Family Moves

i. Moves Requested by Participant Family

A family is not permitted to move during the initial lease term or more than once in any 12 month period. Families will be permitted to move if the landlord and the family mutually agree to terminate the lease. Any agreement to terminate the lease must be in writing.

A participant family, who wants to move, must vacate the unit in compliance with the lease (e.g. provide landlord with adequate notice). NHA may opt to conduct a criminal background check of the members of the household who are 18 years of age and older prior to approving the issuance of a voucher to move. Provided all obligations have been met and there are no grounds for termination, the family will be issued a Voucher to lease a new unit. Voucher size will be determined based on NHA Subsidy Standards at the time of voucher issuance.

The requirement to vacate the unit in compliance with the lease may be waived if a family requests a portability move due to actual or threatened domestic violence, Dating Violence, Sexual Assault or stalking. NHA will request in writing that tenants that seek to move under a claim of abuse complete the HUD Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking or provide other documentation in lieu of the form.

ii. Moves Required by NHA

NHA may require participant families to move from one unit to another unit if the unit is overcrowded or the owner fails to comply with HQS requirements.

When the unit or owner is not in compliance with federal regulations, NHA will terminate the HAP contract and offer the family the opportunity to move with assistance. To continue receiving subsidy, families must move to an acceptable unit within the voucher term and in accordance with NHA's move policies. Voucher size will be determined based on NHA policy at the time of voucher issuance. Failure to comply with NHA's move policies is grounds for termination.

II-W. Family Separations

In the case of a family separation or break-up, NHA has the discretion to decide which members of an assisted family will continue to receive the housing assistance. The factors to be considered may include: whether the assistance should remain with family members remaining in the original assisted unit; the interest of minor children or of ill, elderly or disabled family members; whether family members are forced to leave the unit as a result of actual or threatened physical violence against family members by a spouse or other member of the household; and whether any of the family members are receiving protection as victims of domestic violence, dating violence, sexual assault or stalking as provided in 21 CFR part 5, subpart L, and whether the abuser is still in the household. Additionally, if a voucher transfer is requested by a participant, the NHA will consider all circumstances including, but not limited to, the death of the Head of Household, permanent incapacitation of the Head of Household or permanent residency in a nursing home or long-term care facility by the Head of Household. The NHA will not approve a transfer of the voucher from one head of household to another head of household if it constitutes a violation of waiting list and preference policies.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under the settlement or judicial decree, NHA will follow the court's determination of which family members continue to receive assistance in the program.

II-X. Rent Abatement and Contract Terminations for HOS Violations

The NHA has enacted the following procedures to strengthen HQS and abatement protocols on items that will be considered Life-Threatening Emergencies and non-Life Threatening Emergencies.

i. Non-Emergency HQS Inspections

NHA will send the owner advance written notification, in accordance with the HAP contract, when NHA plans to abate payments. NHA will also notify the family of this action and apprise the family of its responsibility, based on applicable State or local law, for the payment of the tenant share of rent to the owner. When an owner fails to correct cited repairs within 30 days, housing assistance payments will be abated effective the first of the month following the end of the month in which the failed re-inspection occurred, and will continue until such time when:

- The owner corrects the deficiencies, in which case the housing assistance payments may be resumed as of that date. It is the owner's responsibility to notify NHA in writing that all required repairs have been made and that the unit is ready for re-

- inspection; or
- The HAP contract expires or is terminated.

No retroactive payments will be made for the period during which the rent abatement occurred. When the deficiencies are corrected, however, pro-ration of the monthly HAP payment may be provided to the owner based on the date a NHA inspector certified the required work was completed.

NHA will terminate HAP contracts which are under abatement at the earlier of: a) the month the family living in the unit has moved, or b) two months after the last HAP payment was made.

ii. Emergency HQS Inspections

In cases of owner or tenant failure to repair life-threatening conditions within the required 24- hour time period, HAP payments will be abated the day following the expiration of the required repair period. The following will be considered Emergency Fail items because they are Life-Threatening Emergencies:

- No heat/inadequate heat levels between October 1 and May 1.
- No electricity in the entire unit.
- No running water.
- Natural gas leak or fumes from any fuel burning equipment.
- Major plumbing leaks or flooding (such as sewer backup or stoppage).
- Any electrical outlet, switch, stationary light fixture, fuse box or circuit breaker that smokes, sparks or short circuits, creating a fire hazard.
- Uninhabitable units due to fire, tornado, destroyed or vandalized property that prevents a tenant from using the bathroom or kitchen or from entering the dwelling unit.
- Any property determined uninhabitable by a city agency, including uninhabitable units due to fire, flood or other natural disasters.
- Lack of a working smoke detector on every level of the unit (including basements but not unfinished attics).

The following will be checked during every HQS inspection and cited as regular fail items if the conditions are not met:

- Working smoke detectors are required on every level of the unit (including basements but not unfinished attics). Each bedroom must have a smoke detector within 15 feet of the door. However, if there is more than one working smoke detector on the floor, a single smoke detector not functioning/not present will not be considered an emergency fail item. It will instead be a regular fail item.
- Working carbon monoxide detectors are required in the kitchen and in the basement if

gas appliances, furnaces, or hot water tanks are present. (It is permissible to have the carbon monoxide detector located just outside of the kitchen. Combination smoke/carbon monoxide detectors are acceptable.)

iii. Additional HQS items

- ☐ Double-keyed dead bolts are not permitted
- ☐ In bathrooms, kitchens, and laundry areas, electrical outlets within 6 feet of a water source must have ground-fault circuit interrupter (GFCI). This rule is waived if the house was built before Jan. 1, 1975. (In units built before 1975, ungrounded GFCI outlets are acceptable as long as the breaker trips when tested manually.)
- ☐ Each unit, regardless of where in the unit it is, must have at least two (2) means of egress. [If one unit on the 2nd floor of a building has two levels (technically the 2nd and 3rd floors), the second means of egress can be on the same level as the primary entrance to the unit.]
- ☐ If an attic is used as a sleeping room and meets all sleeping room requirements, a separate egress (fire escape or ladder) is required.
- ☐ If a basement is used as a sleeping room and meets all sleeping room requirements, a separate egress (fire escape or ladder) is required.
- ☐ In order for a room to count as a bedroom, it must have a closet (or an area to hang clothing) and meet all the other HQS criteria for a bedroom.
- ☐ In units without central air conditioning, screens are required on the windows.
- ☐ The owner is required to install window guards on each window in every apartment and in the public hallways of the rented dwelling when a child who is at least six (6) months of age but no older than ten (10) years of age lives there. (Fire escapes, patios, and windows less than six (6) feet above grade are excluded from this requirement.)

iv. Emergency Egress & Window Guards

1. Emergency Egress Windows.

(a) Any window guard installed on an emergency egress window shall be releasable or removable from the inside without use of a key, tool, or excessive force. An emergency egress window is any window in a sleeping room located on the second or third floor, other than a window providing access to a fire escape.

(b) Any window guard installed on a window that is not an emergency egress window, including any window in a unit located above the third floor and any window in a room on the second or third floor that is not a sleeping room, shall be designed, constructed and installed so that it cannot be removed, opened or dislodged without the use of a key or tool.

2. Specifications for Window Guards.

(a) Window guards shall be so constructed as to reject the passage of a solid four (4) inch sphere at every space and interval.

(b) Window guards shall bear a one hundred fifty (150) pound load at a center span when extended to maximum width.

(c) Window guards shall be constructed of metal or of other material of comparable strength and durability. In order to avoid obstruction of light and air, the diameter or width of metal rods used in window guards shall not exceed one-half (1/2) inch.

3. Additional Specifications for Window Guards Other than Double Hung Windows:

(a) Window guards intended for casements, sliders and other types or combinations of windows in which the height of the openings is not subject to limitation, shall be of such size as to fill the entire aperture, and shall reject passage of a solid four (4) inch sphere at every space or interval.

(b) Except as otherwise provided in paragraph (c) below, sliding windows and vertical pivoting windows may be equipped with stopping devices in place of window guards as follows:

- i. For sliding windows, solid metal blocks, measuring at least one-half (1/2) the depth of the window track and one-half (1/2) the width, shall be securely fastened into the bottom and upper window tracks to prevent the window from opening four (4) inches or more.
- ii. For vertical pivoting windows, metal stopping devices shall be securely fastened to the upper and lower window frames so as to prevent the window from pivoting open four (4) inches or more. The height of the stopping devices shall extend not less than one (1) inch nor more than two (2) inches beyond the window frame as needed to stop the window. The protruding edge of the stopping device shall be smooth and rounded.

v. *HQS Bedbug Procedure*

- a. If at any time an inspector is notified or suspects the presence of bed bugs, the inspection is halted.
- b. The inspection status will be 'Inconclusive' and identified with a bedbug notation.
- c. On the same day, or the next business day at the latest, notification of HQS Inconclusive status due to bedbugs should be mailed to owner and tenant and Inspection Coordinator (IC) will contact owner by phone to inform them of presence of bedbugs.
- d. The owner must immediately contact a licensed pest control company to inspect and/or treat the infected unit.
- e. Exterminator should inspect unit within 3 days of notification and treatment should begin immediately if bedbugs are determined to be present in the unit.
- f. If licensed pest control companies are unattainable within three calendar days, O/A must submit documentation of efforts to obtain qualified services.
- g. If the exterminator determines that bedbugs are present, and if applicable, O/A must exterminate the infested unit as well as any adjacent units above, below or next to the infested unit as soon as possible.
- h. Within 3 calendar days from the date of the Inconclusive inspection, CGI must receive the following;
 - A qualified third party professional trained in bedbug detection has inspected the dwelling unit and determined that bedbugs do not exist;
OR
 - Proof that the unit has received all required treatments to remedy the infestation

Upon receipt of one of the above certifications, the HQS re-inspection will be scheduled at the soonest availability for the inspector according to information provided by licensed pest control company.

If certification of completed inspection or absence of bedbugs from a licensed pest control company is not received within 3 days and a request for an extension has not been received, a second notice will be sent to the landlord giving them 5 additional calendar days to send certification to the IC.

If at the end of the 5 day period, certification has not been received from the O/A stating the unit has been treated for bedbugs or is bedbug free, IC will change status of the unit to Fail and send a Fail letter.

The unit must be reinspected within 30 days of the Fail notice. If certification is received regarding bedbug treatment, then a full inspection will be scheduled at the first availability in the inspector schedule. If any fail items are noted at the inspection, they will be treated as new fail items discovered at a reinspection.

If during reinspection inspector notices evidence of presence of bedbugs or tenant says they remain, O/A must have the unit exterminated again within 3 days, or according to the recommended treatment plan of their exterminator, but will not be penalized if tenant had not already notified O/A of continued presence of bedbugs.

II-Y. Evictions and Termination of Tenancy

i. Evictions

An owner may evict the resident from the unit only by instituting a court action. If a participant is evicted by the owner in a court action, the voucher is also terminated and cannot be used to lease another unit.

Per the requirements of the Violence Against Women Reauthorization Act of 2013 (VAWA), unit owners/managers shall not consider an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of a victim of abuse.

Criminal activity directly related to abuse, engaged in by a household member, guest or other person under the tenant’s control, shall not be cause for termination of tenancy or occupancy rights if a member of the tenant’s immediate family is the victim or threatened victim of that abuse.

If an assisted household member engages in criminal acts of physical violence against family members or others, an owner/manager may “bifurcate” a lease, or otherwise remove the household member from the lease, in order to evict, remove, or terminate occupancy rights for any individual who is a tenant or lawful occupant. These actions may be taken without penalizing the victim.

These statements do not limit the authority or ability of a unit owner/manager to evict any tenant under program guidelines if s/he can demonstrate an “actual and imminent threat” to

other tenants or persons employed at or providing services to the property.

If the owner opts not to renew the Lease or to terminate the HAP contract for a business or economic reason (such as the sale of the property, renovation of the unit, desire to rent the unit at a higher rate or utilize the property for personal reasons) or if the HAP contract is to expire, the owner must give written notice to the family and NHA in accordance with the lease.

The owner must notify NHA in writing of the commencement of procedures for termination of tenancy at the same time that the owner gives notice to the resident under State and local law. The notice to NHA may be given by furnishing to NHA a copy of the notice to the tenant.

ii. Termination by the Tenant

The tenant may terminate the lease without cause at any time after the initial term of the lease, according to the requirements stated in the lease, with written notice by the tenant to the owner (with a copy to NHA). The tenant may, however, only receive a Voucher to move if it has been at least 12 months since the last household move with assistance.

The requirement to vacate the unit in compliance with the lease may be waived if a family requests a portability move due to actual or threatened domestic violence, Dating Violence, Sexual Assault or stalking. NHA will request in writing that tenants that seek to move under a claim of abuse complete the HUD Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking or provide other documentation in lieu of the form.

II-Z. Denials and Terminations

i. NHA Termination of the HAP Contract

NHA will terminate a current HAP contract or deny approval of a new HAP contract for the reasons listed below. In these cases, the HAP contract will terminate on the last day of the month following the month in which NHA provided the owner with notice.

NHA may terminate the HAP contract for any owner breach of contract, including the following:

1. HAP contract violation (such as not maintaining HQS);
2. Any fraud or bribery or other corrupt or criminal act in connection with Federal housing programs;
3. Has a history or practice of failing to terminate tenancy of tenants of assisted units for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that: (a) threatens the right to peaceful enjoyment of the premises by other residents; (b) threatens the health or safety of other residents, of employees of NHA, or of owner employees or other persons engaged in management of the housing; (c) threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons

residing in the immediate vicinity of the premises; or, (d) commits drug-related criminal activity or violent criminal activity.

4. Engaging in any drug-related criminal activity or any violent criminal activity; or
5. Any failure to comply with mortgage insurance/loan program regulations, or bribery or other corrupt or criminal act in connection with the program (Only for projects with mortgages insured or loans made from HUD).

The nature and extent of circumstances will be considered when such HAP contract terminations are proposed.

ii. Denial or Termination of Assistance to Applicant/Participant Families

NHA must deny housing assistance to any applicant household:

1. Who does not meet any of the eligibility requirements outlined in this Plan;
2. Who has any household member who refuses to sign or submit consent forms;
3. Wherein the Total Tenant Payment is greater than the Payment Standard;
4. Who has any household member who has been evicted from public housing within the past three years.
5. If NHA has ever terminated assistance to any household member under the Housing Choice Voucher Program.

NHA may deny or terminate housing assistance to any applicant or participant household who:

1. Violates program obligations, including compliance with HQS, or fails to attend two or more consecutively scheduled appointments.
2. Commits fraud in connection with this program or any other Federal housing assistance program. If NHA determines that the family committed willful and intentional fraud, NHA may require the family to repay any amount owed in full or the family's assistance may be terminated. NHA may, at its discretion, offer the applicant or participant the opportunity to enter into an agreement to repay the amounts owed to NHA or another PHA. If NHA elects to make such an offer, the agreement shall be on terms prescribed by NHA. NHA may, at any time, deny or terminate assistance for breach of such agreement.
3. Owes money to NHA or any other PHA in connection with the Housing Choice Voucher Program or the Public Housing Program, if an applicant; or owes money to NHA and breaches a reimbursement agreement, if a Housing Choice Voucher participant;
4. Has engaged in or threatened abusive or violent behavior toward NHA personnel

5. Has \$0 in housing assistance payments paid on the family's behalf for six months;
6. Is convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing. The premise is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.
7. Is subject to a lifetime registration requirement under a State sex-offender registration program in the state where the housing is located and in other states where the household is known to have lived.
8. If any family member has been in possession of illegal firearms.
9. The family fails to complete a required move as described in subsection II-V.

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, NHA will consider all of the circumstances of the case, including the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

Per the 2013 Violence against Women Act, the following tenancy protections have been instituted for victims of actual or threatened domestic violence or stalking:

- Incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be considered to be "serious or repeated" violations of the lease or other "good cause" to terminate the assistance of victims of abuse.
- Criminal activity directly related to abuse, engaged in by a household member, guest or other person under the tenant's control, shall not be cause for termination of assistance if a member of the tenant's immediate family is the victim or threatened victim of that abuse. If an assisted household member engages in criminal acts of physical violence against family members or others, NHA may terminate assistance to the offending household member in order to terminate assistance for any individual who is a tenant or lawful occupant. These actions may be taken without penalizing the victim.
- These protections will only be accorded to participants that complete the HUD Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking or provide other documentation in lieu of the form within specified timeframes.
- These statements do not limit the authority or ability of NHA to terminate assistance to any tenant under program guidelines if either NHA or the unit

owner/manager can demonstrate an “actual and imminent threat” to other tenants or persons employed at or providing services to the property.

Families must report any absence of the entire household (circumstances in which all family members are absent and the unit has no occupants) of more than 30 days to NHA. At initial lease-up, and while preparing to move-in, NHA will allow the families to be absent from the unit up to a maximum of 30 days. Subsequent to move-in, NHA will permit absences of no more than 90 days, unless the participant can document a medical need.

In no case may a participant be absent from a unit for more than 180 days. If the family leaves the household for more than 90 days for a reason other than medical need, the unit will not be considered the family’s principal residence and the family shall be terminated from the program.

iii. Informal Reviews and Hearings

a. Informal Reviews of Procedural Compliance

To request an informal review of NHA’s decision to deny assistance, an applicant for participation in the Housing Choice Voucher Program must submit a request for a review. The request must be submitted within 10 business days from the date of NHA’s initial notice of determination. NHA shall give an applicant an opportunity for an informal review of a decision denying the applicant for one of the following reasons:

- Placement on NHA’s waiting list;
- Issuance of a Voucher;
- Participation in the program; or
- Any type of preference.

Informal reviews will not be granted to applicants who dispute the following actions:

1. The number of bedrooms entered on the Voucher;
2. A determination that a unit does not meet or comply with Housing Quality Standards;
3. A decision not to approve a request for an extension of the term of the Voucher; or
4. General policy issues or class grievances.

The informal review shall be conducted by a staff member(s) designated by NHA, other than a person who made or approved the decision, or a subordinate of such person.

b. Waiting List Update Written Informal Review

Written informal reviews may be conducted at the NHA’s discretion.

These applicants will be required to fully state their objection to their withdrawal in writing instead of attending an in-person review, so that the NHA is able to more quickly process the requests. Exceptions to this policy may be granted at the Program Director's discretion for applicants who are elderly or disabled as per HUD regulations under 24 CFR 982.554(b)2.

NHA shall give the applicant prompt written notification of the result of the review. The notification shall:

- Be given personally to the applicant or member of the family or sent by first class mail to the last known address; and
- Give a brief statement of the reason(s) for the decision.

c. Informal Hearings

To request an informal hearing, the participant in the Housing Choice Voucher Program must submit a request within ten (10) business days from the date of NHA's notice of adverse action. NHA shall give the participant an opportunity for an informal hearing to consider whether decisions relating to the individual circumstances of the participant are in accordance with law, HUD regulations and NHA rules in the following situations (24 § CFR 982.555):

- A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the PHA utility allowance schedule. A determination of the family unit size under the PHA subsidy standards.
- A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under NHA policy and HUD rules.
- A decision to delay, terminate or deny assistance because of ineligible immigration status (this applies to both applicants and participants).

An informal hearing will not be granted to participants to review (24 § CFR 982.555 (2) (b):

1. Discretionary administrative determinations by the NHA.
2. General policy issues or class grievances.
3. Establishment of the NHA schedule of utility allowances for families in the program
4. The NHA's determination not to approve an extension or suspension of a voucher term
5. The NHA's determination not to approve a unit or tenancy
6. The NHA's determination that an assisted unit is not in compliance with HQS. (However, the NHA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as

described in (24 § 982.551 (c))

7. The NHA's determination that the unit is not in accordance with HQS because of the family size
8. A determination by the NHA to exercise or not to exercise any right or remedy against the owner under a HAP contract

The informal hearing for participants shall be conducted in accordance with the following procedures:

1. NHA shall appoint a hearing officer to conduct the hearing, other than the person who made or approved the decision under review or a subordinate of such person;
2. The family, at its own expense, may be represented by a lawyer or other representative;
3. The family or its counsel/representative shall be given an opportunity to examine evidence, question adverse witnesses, and to present testimony and evidence in its favor;
4. Evidence shall be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings;
5. The hearing officer shall issue a written decision within 10 business days stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the participant shall be based on the evidence presented at the hearing; and
6. The decision shall be sent to the participant.

NHA is not bound by a hearing decision:

1. Concerning a matter for which NHA is not required to provide an opportunity for an informal hearing;
2. Beyond the authority of the person conducting the hearing under NHA's hearing procedures; or
3. Contrary to HUD regulations or requirements or otherwise contrary to Federal, State or local law.

If NHA determines that it is not bound by a hearing decision, NHA shall promptly notify the participant of the determination and of the reasons for the determination.

iv. Damages to the Unit, Unpaid Rent and Vacancy Loss

Use of the Security Deposit

When the tenant moves out of the dwelling unit, the owner (subject to state and local law) may use the security deposit, including any interest on the deposit, in accordance with the

lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit, or for other amounts the tenant owes under the lease.

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

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

No vacancy loss payments are permitted under the revised September, 1995 version HAP contract. The landlord must follow the lease and State and local laws in regards to the security deposit.

II-AA. Restrictions on Assistance to Ineligible Non-citizens

As of June 19, 1995, HUD regulations prohibit NHA from providing housing assistance to non-citizens with ineligible immigration status. NHA will comply with all requirements of the regulations and the following policies:

i. Continued Assistance at Full Amount

Continued assistance at the full amount will be provided to certain mixed families. Mixed families are households in which one or more family members are citizens and/or have eligible immigration status and the remaining members do not. Mixed families that meet the following three criteria will receive continued assistance, at the full amount allowable under the Housing Choice Voucher Program, as long as they meet the requirements of the Housing Choice Voucher Program.

- The family was receiving assistance under a covered program as of 6/19/95;
- The family's head of household or spouse has eligible immigration status; and
- The only other people in the family without eligible immigration status are the head of household, spouse or parents or children of the head of household or spouse.

ii. Prorated Assistance

All mixed families that are not eligible for, or interested in, continued assistance will be offered a prorated housing assistance payment based on the number of eligible family members. Applicant families who reject this option will not be assisted.

iii. Extensions of Time to Document Status

Applicants and currently assisted households who have members who are non-citizens will be given an extension of time to submit evidence of eligible immigration status when the family:

- Submits the required declaration of eligible immigration status; and
- Certifies the evidence needed is temporarily unavailable, additional time is needed, and that prompt and diligent efforts will be undertaken to obtain the evidence.

NHA will notify families of whether their extension has been granted or denied, and the time period for the extension based on the circumstances. If the extension is denied, NHA will provide the reason for denial.

iv. Denial or Termination of Assistance

Full or prorated assistance to an applicant or currently assisted household, with at least one person with documented status, will not be delayed, denied or terminated because of ineligible immigration status for the following reasons:

1. The DHS verification process is not completed;
2. The family member in question moves;
3. The DHS appeals process has not been completed;
4. For a currently assisted household, the informal hearing process is not complete;
5. Assistance is prorated; or
6. Mixed family assistance is continued or deferral of termination of assistance is granted.

Once the DHS appeal process is completed, assistance to an applicant may be delayed (but not denied) until any requested NHA hearing is concluded. Assistance to an applicant will be denied and a currently assisted household's assistance terminated when:

- Declaration of citizenship or eligible immigration status is not submitted by the specified deadline or any extension; or
- Required evidence is submitted but DHS primary and secondary verification does not verify immigration status, and
 - i. Family does not pursue DHS or NHA appeal; or
 - ii. DHS or NHA appeal is pursued but decision(s) are rendered against family.

NHA will send a notice when it decides to deny or terminate assistance for a household. The notice will include the reason for a denial, if the family has any rights to prorated assistance, the right to appeal to the DHS and the right to request an informal hearing in lieu of or after the DHS appeal.

For applicants, the notice will advise that assistance may not be delayed until the conclusion of the DHS appeal process but may be delayed during the informal hearing process.

v. DHS Appeals

If the secondary verification process does not confirm eligible status, NHA will notify the family in writing of the DHS verification results and send the family a delay, denial or termination of assistance notice which informs the family of the right to file an appeal with the DHS. The family has 30 days from the date of notification to request an appeal with the DHS, in writing.

NHA may give a family an extension of time to file a request for extenuating circumstances. No delay, denial or termination of assistance on the basis of immigration status will occur until the USCIS appeal process is completed.

When NHA receives a copy of the DHS decision, NHA will notify families in writing of decisions concerning eligibility for assistance. If a family is ineligible, the notification will include the reasons and inform the family of its right to request an informal hearing.

vi. Informal Hearings

Families who are denied eligibility because they do not meet the requirements of the restrictions on assistance to non-citizens, may request an informal hearing within ten (10) days of the mailing of the DHS decision or within ten (10) business days of NHA's decision to delay, terminate or deny assistance, or in lieu of an DHS appeal. NHA will extend this request period for a specified period of time for good cause.

For currently assisted households, the informal hearing procedures are described in this Plan. For applicants, an informal hearing will be conducted by a person designated by the PHA who may not be the person who made or approved the decision or a subordinate of the person who made or approved the decision. Applicant families requesting a hearing shall:

- Have the opportunity to examine and copy documents pertaining to eligibility status (at their own expense);
- Have the opportunity to present evidence and arguments in support of eligible status;
- Have the opportunity to contest evidence used by the PHA and to confront and cross-examine witnesses called by the PHA;
- Be entitled to be represented by an attorney or other designee;
- Be entitled to arrange for an interpreter at the expense of the applicant or the PHA, as agreed upon by both parties;
- Be entitled to have the hearing recorded by audiotape.
- NHA will notify the family of its decision within ten (10) business days of the

informal hearing.

II-BB. Administrative Fee Reserve Expenditures

NHA maintains an administrative fee reserve for the voucher program that includes the amount by which program administrative fees paid by HUD for a fiscal year exceed program expenses for that fiscal year plus interest earned on the administrative fee reserve.

If NHA determines that funds in the administrative fee reserve are not required to cover voucher program administrative expenses, the Authority may use these funds for other housing purposes permitted by State and local laws. HUD, however, may prohibit use of these funds for certain purposes.

CHAPTER III: FRAUD PREVENTION

i. Overview

The Newark Housing Authority is committed to protecting the integrity of the federal programs administered. All departments play a role in the prevention of employee, participant and owner fraud. All information regarding allegations of possible abuse and fraud will be documented and placed in the applicant/participant file. All allegations, complaints and tips will be evaluated to determine if follow-up is warranted. NHA may pursue several options to resolve cases of fraud including:

- Demanding full and immediate payment of amounts owed to NHA by an owner or participant;
- Terminating the HAP Contract;
- Terminating program participation;
- Terminating employment;
- Executing a repayment agreement;
- Referring the issue to the HUD Office of Inspector General;
- Reporting amounts or Removing an owner from participation in the Program owed to credit bureaus and/or collection agencies;
- Pursuing other legal remedies; and
- Notifying other PHAs or management companies of subsidized properties in cases involving dual subsidies.

ii. Goals

- Preventing program fraud through applicant, participant and owner education;
- Responding to internal and external reports of participant/owner fraud and employee fraud through thorough investigation of circumstances, and when applicable, decisively moving to terminate participation/employment/owner;
- Reducing instances of fraud through complete and accurate verification of clients' household income through the use of the highest level of

verification possible (EIV system).

- Offsetting owner HAP payments lost to participant/owner fraud through execution of repayment agreements and/or other collections efforts;
- Reporting incidents of fraud involving payments in excess of \$10,000, and fraudulent acts committed by participants or owners to the HUD Office of the Inspector General.

iii. Definition

Fraud and abuse is defined as a single act or pattern of actions that:

- Constitutes a false statement, omission, or concealment of a substantive fact, made with the intent to deceive or mislead; and
- Results in payment of Housing Choice Voucher funds in violation of HCV program rules and requirements.

iv. Fraud Prevention

- Anyone with knowledge of suspected program fraud should contact the NHA Director.
- At briefings and in individual meetings, Housing Specialists must discuss with families the fact that their signature on certain forms/documents indicates that they understand the consequences of the “penalty for perjury” statement that is displayed on all verifications forms.
- NHA posts flyers and posters on HUD’s income verification requirements and the consequences of fraud to support the message delivered by staff in other forums.
- Housing Specialists are obligated to verify the accuracy of information received from participants regarding household composition and income to the maximum extent possible.
- To prevent falsification of unit ownership, unit ownership will be verified after a Request for Tenancy Approval (RTA) has been received.
- No employee of NHA or its contractors shall falsify any records associated with the HCV program. Examples include:
 1. Omitting known income from a recertification or interim in order to provide a lower rent to anyone participating in the program;
 2. Submitting a completed inspection report without actually having inspected the unit;
 3. Disposing of paperwork to avoid performing tasks assigned; and
 4. Falsely changing family composition.
- Any actions on the part of staff that could be construed as assisting fraud, such as accepting monetary or other gifts for services provided is prohibited and could result in termination of employment.

CHAPTER IV: PROJECT-BASED ASSISTANCE AND OTHER PROGRAMS

IV-A. Project-Based Voucher (PBV) Program

The Newark Housing Authority (NHA) administers a Project-Based Voucher (PBV) program and may determine from time to time that circumstances exist that indicate that project basing of the units, rather than tenant basing of the same subsidy assistance is an appropriate option.

The regulations at 24 Code of Federal Regulations part 983 revised as of 4/1/2011 apply to Section 8 project-based assistance units. The proposed location of any project-based units must comply with the goals of deconcentrating poverty, expanding housing opportunities, and affirmatively furthering fair housing.

The NHA's project selection criteria are provided here and will be made available for public viewing. Under the Project Based Voucher (PBV) program, the NHA may enter into contracts with private owners to use up to 20 percent of Housing Choice Voucher subsidy funds in particular buildings. This is known as "project-basing" what are otherwise tenant-based vouchers.

The NHA can project-base Section 8 Housing Choice Voucher program vouchers without requiring owners to invest other funds in their property. Thus, the NHA can decide whether to project-base vouchers to encourage new construction or rehabilitation or to attach assistance to existing units to promote voucher utilization, expand housing choices and deconcentrating poverty.

i. Tenant Selection.

In general, the NHA's tenant selection procedures for its tenant-based programs apply for units assisted under the PBV Program. Except for units which are occupied by eligible tenants upon the commencement of the project based contract term, when a vacancy exists at a PBV site, the NHA will notify the next families on the NHA Section 8 waiting list. The NHA's letter to the applicants will also state that if the applicant is interested in residing in the vacant .PBV unit that the applicant will not lose his/her place on the NHA's Section 8 waiting list until that person has been leased in the PBV unit.

All applicants indicating interest in the PBV units will be prescreened by the NHA for Section 8 eligibility and referred to the owner in chronological order by priority placement on the NHA's Section 8 waiting list. If the NHA referrals do not provide the owner with a suitable tenant for the unit within 60 days, the owner may refer a Section 8 eligible individual or family from the owner's waiting list to the NHA waiting list. The NHA will request and review a copy of the PBV owner's waiting list annually. The referred family must meet the NHA's waiting list priority criteria.

For Rehabilitation or Existing projects, eligible in-place families will be given an absolute preference on the waiting list for units that become available. In- place families must be eligible on the proposal's selection date. In place families must be determined eligible by the NHA and referred to the owner by the NHA.

The owner chooses a tenant for occupancy based on their written tenant selection policy. The NHA must approve the owner's tenant selection procedures. When a family is approved by the owner, they will execute a lease with the owner.

ii. Unit / Site Selection Policy

Limit on Number of Units Assisted per Building - Project Based Voucher may be attached to up to 25% of the total number of units in a building. Units occupied by the disabled, elderly, or families receiving supportive services are exempt from this cap. The types of services that the NHA will deem eligible to qualify a project to meet HUD's definition of families receiving supportive services include, but are not limited to:

1. Household Training (e.g.: homemaking, parenting skills, money management);
2. Job Training (preparation and counseling, job development and placement, follow-up assistance after job placement, completion of FSS "Contract of Family Participation);
3. Self Sufficiency Services and Resources (appropriate to assist families to achieve economic independence and self-sufficiency);
4. Remedial Education (education for the completion of Secondary or post-secondary education);
5. Substance Abuse Treatment (counseling and treatment for substance abuse)

It is not necessary that the services be provided at or by the project, if they are approved services. Units where the family is receiving qualified supportive services are exempt from the 25% cap. The NHA will require owners of such projects to submit an Annual Progress Report to ensure compliance with the supportive service exemption on the number of units per building. Failure to submit Annual Progress Reports may result in abatement of the HAP payment.

Prior to contracting, unit owners are responsible for selecting tenants that the NHA refers from its waiting list. When selected from the Section 8 waiting list, applicants must satisfy all NHA and HUD income limits and eligibility requirements. Project-based tenants pay 30% percent of their adjusted income for rent subject to exceptions.

The NHA will consider a PBV site if it is consistent with the following deconcentration goals:

- The housing site must be located in Newark and be consistent with the deconcentration goals already established in the NHA's PHA plan and with civil rights laws and regulations, including HUD's rules on accessibility at 24 CFR 8.4 (b) 950.
- The NHA will evaluate each proposal based on whether the site is in an Enterprise Zone, Economic Community or Renewal Community (EZ/EC/RC);

- Whether the concentration of assisted units will or has decreased as a result of public housing demolition; whether the census tract is undergoing significant revitalization;
- Whether government funding has been invested in the area; whether new market rate units are being developed in the area that is likely to positively impact the poverty rate in the area;
- If the poverty rate in the area is greater than 20% whether in the past five years there has been an overall decline in the poverty rate and
- Whether there are meaningful opportunities for educational and economic advancement in the area.
- The NHA will not limit proposals to a single site or impose restrictions that explicitly or practically exclude owners from submitting project-based proposals.

The NHA may restrict proposals to those that have a certain number of bedrooms based on waiting list or community need. The NHA will select PBV proposals based on a public competition. The NHA will issue a broad public notice in media of general circulation (including on the internet) of the opportunity for developer/owners to apply/respond to the Request for Proposals to attach Project Based Vouchers. Once selected for award, the NHA will promptly notify the owner and publish a public notice of the award in media of general circulation.

The selection criteria will be available at the Housing Authority for public viewing. The NHA may opt not to conduct a separate competition if proposals presented to the NHA were accepted as part of a different competition for federal funds (HOME, HOPE VI, and Tax Credit) within 3 years of the PBV proposal selection date. The original competition however cannot have considered the possibility of future PBV assistance, but the selection must be based on the project's merits at the time of the competition.

The NHA may give a preference to Community Housing Development organizations or projects with Low Income Housing Tax Credits. The NHA may submit an application to attach project-based assistance to an existing structure which it owns. HUD will review the selection process in this case and determine that the HA-owned units were appropriately selected based on the selection procedures specified herein. The NHA must determine that the proposed site meets all HUD "Site and Neighborhood" standards as defined at 983.57

iii. Procedures for Owner Submission of Proposals

Owner proposals will be requested in an advertisement with a reasonable deadline. Owners will be sent an RFP application and information packet, which will contain the following:

A description of the PBV program at 24 CFR 983

- Project selection criteria

- Sample program documents including payment standard schedule, utility allowance schedule and sample HAP agreement
- An application / proposal form.
- Information about application due date and date and time of bidders conference
- A Bidders Conference will be provided for owners who would like additional information about the program or who need assistance in completing the proposal form.

iv. Procedures for Selection of Proposals

Initial Review and Screening of Proposals - the NHA will review only proposals submitted in response to the Request for Proposals advertisement and submitted by the stated deadline. The NHA shall review proposals for completeness and compliance with RFP requirements. Proposals must include the following information (threshold requirements):

- Property description, including unit sizes, number of vacancies, eligible occupants.
- Evidence that property is eligible housing as defined at 24 CFR 983.53 and 983.54,
- Evidence that property complies with the cap on the number of PBV units per building (24 CFR 983.56)
- Evidence that property meets the site selection standards (24 CFR 983.57).
- Owner certification indicating understanding and agreement to abide by all NHA and HUD rules and regulations governing the PBV program.
- Description of previous management experience and participation in HUD subsidized housing programs.
- Written tenant selection policy and procedures.
- Proposed rent levels accompanied by rent comparables for similar unassisted units in the area.
- Information on how the site is consistent with the deconcentration goals already established in the NHA's PHA plan and with civil rights laws and regulations, including HUD's rules on accessibility at 24 CFR 8.4 (b) 950.
- Owner's agreement to select tenants from the NHA waiting list
- Also for New Construction:
 - Description of project including work plans.
 - Zoning permits and evidence of site control
 - Disclosure of Low Income Tax Credit use or lien.
 - Statement of Sources and Uses for Funds to develop the project.
 - Operating pro forma.

- Descriptions of historic and environmental review status.
- Owner's plan to manage and maintain property.

After this initial threshold review, the following action will be taken:

1. **Incomplete proposals will not be processed.** If the owner fails to provide the needed information within a reasonable time, the proposal will be rejected. Proposals, which would require permanent displacement of tenants, will be rejected. Proposals where there is not site control will be rejected. Proposals where the property has liens attached and these liens are a result of the current owner's negligence will be rejected.
2. **Owners of rejected proposals will be notified in writing** of the reasons for rejection and will be offered an opportunity to discuss the rejection in person with NHA proposal evaluators.
3. **The NHA will schedule initial inspections** of all projects which meet the threshold requirements described above.
4. **Based on this inspection, the NHA will review the general work and cost estimate** and determine that the project qualifies as a New Construction, Rehabilitation or Existing housing project. In the case of new construction and rehabilitation projects, specific work items needed to meet the \$1,000 per unit rehab requirement will be documented by the NHA. In the case of an existing project, the NHA will ensure that the minimum HQS standards are met using Federal Housing Quality Standards. Included in this report will be a statement on the need for temporary relocation of tenants and an estimate of the time needed to complete construction.
5. **Upon receipt of the above review, the NHA will conduct a feasibility analysis** for each project. The NHA will review the requested rents and supporting rent reasonableness information to determine if the rents are permissible under the PBV program. The NHA will determine that the rents approved are reasonable and comparable to private unassisted units.
6. **Feasible proposals will be ranked** according to the following point system.
 - **Scope of Work:** (New Construction and Rehabilitation projects only) 0 - 25 points will be awarded for project feasibility based on scope of work and proposed period of completion.
 - **Location:** 0-25 points will be awarded for projects located in low poverty areas with few affordable housing opportunities and which have easy access to community services, such as markets, schools, and public transportation.

Greater point value will be awarded to projects which meet more deconcentration and accessibility goals. The NHA will evaluate each proposal based on whether the site is in an

Enterprise Zone, Economic Community or Renewal Community (EZ/EC/RC); whether the concentration of assisted units will or has decreased as a result of public housing demolition; whether the census tract is undergoing significant revitalization; whether government funding has been invested in the area; whether new market rate units are being developed in the area which are likely to positively impact the poverty rate in the area; if the poverty rate in the area is greater than 20% whether in the past five years there has been an overall decline in the poverty rate and whether there are meaningful opportunities for educational and economic advancement in the area.

The NHA will only award PBV assistance to projects consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities. The NHA will not limit proposals to a single site or impose restrictions that explicitly or practically exclude owners from submitting project-based proposals.

- a. Readiness to proceed: 0-20 points will be awarded to projects where there are no legal encumbrances; in-place tenants have indicated their willingness to proceed with renovations; proposed rehab is consistent with existing zoning; owner/developer has already completed development activities such as work write-ups, specifications, cost estimates, bids, financing commitments, Historic Commission approval, and 21 (e) hazardous waste approval.
 - b. Owner Experience and Written Tenant Selection Policy and Procedures 0-10 points will be awarded for projects where owner / development team has previous experience doing similar work; owner has demonstrated capability to self-manage or has professional management.
 - c. Project Location and amenities (0-10 points)
 - d. CHDOs or projects with LIHTCs (0-10 points).
7. **Notification of Owners** whose proposals have been approved will be promptly notified in writing of their acceptance and the number and size of the units which will be assisted. In each selection phase, letters to owners whose proposals have been selected will state that they have 30 days in which to complete any incomplete or deficient aspects of the proposal. For New Construction and Rehabilitation projects, the owners will within a reasonable time:
 - a. Submit final specifications for construction/rehab
 - b. Determine a contractor
 - c. Secure general financial commitment letters
 - d. Sign an agreement with the NHA stating willingness to participate in program and to agree to long term leasing covenants.

8. **Agreement to Enter into a Housing Assistance Payments (AHAP) Contract Execution** - All New Construction / Rehab PBV units require the owner/project sponsor to enter into an AHAP contract with the NHA prior to any demolition and/or construction. An AHAP contract will not be necessary for an Existing project. An AHAP contract cannot be executed until the following actions are completed and approved by HUD, where applicable:
- A subsidy layering review (SLR) for any project that has any other government assistance from federal, state or local agencies, including tax concessions and tax credits. The SLR must be performed by HUD, or an agency designated by HUD. Although an AHAP contract is not necessary, a SLR will be required of an Existing project.
 - An environmental review (ER) performed by the “responsible entity” (RE) designated by the city/town or state, or, a certification by the RE that a review is not required.
9. **Housing Assistance Payments (HAP) Contract Execution.** The NHA may enter into a Housing Assistance Payments (HAP) Contract for a maximum of ten years contingent upon annual appropriations. Further, the NHA can extend contract periods to achieve long-term housing affordability or increased housing opportunities up to an aggregate total term of 15 years. Extensions will be granted within one year before HAP expiration. The NHA will pay the difference between the tenant rent (roughly 30% of gross income) and the approved rent for the unit directly to the owner on a monthly basis. The Section 8 project based contract rent may not exceed rents charged for comparable units in the private unassisted market and shall be approved by the NHA. The Section 8 project based contract rent may not exceed rents charged for comparable units in the private unassisted market, and shall ***be consistent with HUD regulations found at 24 CFR 983, subpart G, Rent to Owner***, and shall be approved by the NHA. The NHA retains any and all rights and remedies available regarding enforcement, amendment, or termination of PBV AHAP and/or PBV HAP contracts under 24 CFR §983 and enumerated in HUD forms 52530A, 52530B, 52531A and 52531B.

v. **Summary of Other Important Project-based Assistance Program Regulations.**

Family Right To Move: The family may terminate the assisted lease at any time after the first year of occupancy. The family must give the owner advance written notice of the intent to vacate (with a copy to the NHA) in accordance with the lease and/or not less than 30 days prior to the date they plan to vacate the unit. If the family has elected to terminate the lease in this manner, the NHA will offer the family the opportunity for continued tenant-based rental assistance, in the form of either assistance under the voucher program or other comparable tenant-based rent assistance. Before providing notice to terminate the lease, a family must contact the NHA to request comparable tenant-based rental assistance if the family wishes to move with continued assistance. If voucher or other comparable tenant-based rental

assistance is not immediately available upon termination of the family's lease of a PBV unit, the NHA will give the family priority to receive the next available opportunity for continued tenant-based rental assistance. If the family terminates the assisted lease before the end of the one year, the family relinquishes the opportunity for continued tenant-based assistance.

- Inspections: Inspections for the entire building will occur at the same time annually.
- Rent: The voucher rent may never be set higher than what is reasonable in comparison to the unassisted market. The maximum rent is the same as the maximum payment standard approved for the Section 8 tenant-based voucher program or any other HUD approved exception rent. Additional rent restrictions for tax credit properties may be found at 24 CFR 983.301. Effect on rent to owners where there is other subsidy is described at 24 CFR 983.304.
- Rent Increases: Rent Increases during the term of the contract may be approved by the NHA so long as the increased rents do not exceed the maximum and are reasonable.
- Vacancy Payments: The NHA may pay the owner vacancy payments for up to 60 days.
- High Rise Elevator: If the project is a high-rise elevated building that will house families with children, HUD must approve the site, based on criteria that indicate that "there is no practical alternative" for family housing in the community.
- Davis Bacon Wage: Rates If PBV assistance will be attached to nine or more units in a project the Davis-Bacon (D-B) Wage Rate Schedule, available online at <http://www.access.gpo.gov/davisbacon> will apply.

vi. Leasing of Contract Units

Owner selection of tenants. (1) During the term of the HAP contract, the owner must lease contract units only to eligible families selected and referred by the NHA from the NHA waiting list. (2) The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to perform the lease obligations. (3) An owner must promptly notify in writing any rejected applicant for the grounds of any rejection. The NHA may request a copy of the notification sent to the applicant. (b) *size of unit.* The contract unit leased to each family must be appropriate for the size of the family under the NHA's subsidy standards.

vii. Vacancies

Filling vacant units. (1) The owner must promptly notify the NHA of any vacancy or

expected vacancy in a contract unit. After receiving the owner notice, the NHA must make every reasonable effort to refer promptly a sufficient number of families for the owner to fill such vacancies. (2) The owner must lease vacant contract units only to eligible families on the NHA waiting list referred by the NHA. (3) The NHA and the owner must make reasonable good faith efforts to minimize the likelihood and length of any vacancy, (b) *Reducing number of contract units*. If any contract units have been vacant for a period of 120 days or more days since owner notice of vacancy (notwithstanding the reasonable good faith efforts of the NHA to fill such vacancies), the NHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

viii. Tenant screening

1. *NHA option*. (1) The NHA has no responsibility or liability to the owner or any other person for the family's behavior or suitability for tenancy. However, the NHA may opt to screen applicants for family behavior or suitability for tenancy and may deny admission to an applicant based on such screening. (2) The NHA will conduct any such screening of applicants in accordance with policies stated in the NHA administrative Plan.
2. *Owner responsibility*. (1) The owner is responsible for screening and selection of the family to occupy the owner's unit. (2) The owner is responsible for screening of families on the basis of their tenancy histories. An owner may consider a family's background with respect to such factors as: (i) Payment of rent and utility bills; (ii) Caring for a unit and premises; (iii) Respecting the rights of other residents to the peaceful enjoyment of their housing; (iv) Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others; and (v) Compliance with other essential conditions of tenancy:
3. *Providing tenant information to owner*. (1) The NHA must give the owner: (i) The family's current and prior address (as shown in the NHA records); and (ii) The name and address (if known to the NHA) of the landlord at the family's current and any prior address. (2) When a family wants to lease a dwelling unit, the NHA may offer the owner other information in the NHA's possession about the family, including information about the tenancy history of family members or about drug trafficking and criminal activity by family members. (3) The NHA will give the family a description of the NHA policy on providing information to owners. (4) The NHA will give the same types of information to all owners, (d) The protections for victims of domestic violence, dating violence, sexual assault or stalking in 24 CFR part 5, subpart L, apply to tenant screening. [Provisions included in Violence Against Women Reauthorization Act of 2013: Implementation in HUD Housing Programs, Final Rule, published in the Federal Register on November 16, 2016, (81 Fed. Reg. 80724(November 16, 2016)) (VAWA Final Rule), HUD Notice H 2017-05]

IV-B. Expanding Housing Opportunities through Mobility Counseling

The NHA is committed to providing its Section 8 participants with the broadest possible

range of housing choices. Actions to be taken will include:

- a. Providing a thorough explanation to voucher holders of where they can move, using maps showing the various areas in and outside of NHA's jurisdiction, and the location of key facilities and services. In addition, the advantages of living outside areas of low-income concentration will be discussed.
- b. Providing a thorough explanation of portability under the Section 8 program, and including in the packet a listing of the names and phone numbers of contact persons at neighboring PHAs.
- c. Providing voucher holders and participants who wish to move with listings of units throughout the City of Newark currently available for Section 8 participants, and of owners and organizations operating outside of areas of low-income concentration.
- d. Recruiting landlords in neighborhoods of the City of Newark where there are low concentrations of minorities and persons of low income.
- e. Evaluating the need for, and seeking HUD approval if necessary, for payment standards exceeding 110% of the published Fair Market Rent for areas with lower concentrations of low income families (applying for sub-market fair market rents). Conducting outreach to owners of rental housing in the City of Newark and surrounding jurisdictions in areas with lower concentrations of low-income families. Outreach efforts will include periodic advertisements in the newspaper of general circulation, semi-annual meetings with current and potential owners, and the distribution to owners of informational materials about the Section 8 Program.

IV-C. Family Self-Sufficiency (FSS)

i. Program Summary

The Family Self-Sufficiency (FSS) Program was created by Section 554 of the National Affordable Housing Act of 1990. The purpose of the FSS program is to promote the development of local strategies to coordinate use of the Section 8, public housing and Indian housing programs with public and private resources to enable eligible families to achieve economic independence and self-sufficiency. HUD encourages all PHAs to develop an FSS program or to convert any internal self-sufficiency programs to meet FSS requirements.

On May 27, 1993, HUD published an Interim Notice (93-24, HA) which includes the Family Self-Sufficiency Interim Rule (published in the Federal Register also on May 27, 1993), a revised set of FSS Program Questions and Answers, a revised Contract of Participation, and a revised Escrow Credit Worksheet.

In FY 1993, HUD mandated that all PHAs receiving new increments of Section 8 rental certificates and vouchers, or funds for new rental housing units implement an FSS Program

unless granted an exemption.

As a result of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), funding received after October 21, 1998 no longer mandates an increase in the minimum size of a HA's FSS program.

The Newark housing Authority (NHA) has taken steps to implement a Family Self-Sufficiency (FSS) program that is compliant with all HUD requirements. In conjunction with its Housing Choice Voucher Homeownership Program, NHA will design and administer a variety of program designed to enhance the quality of life of voucher participants and provide homeownership opportunities that might not otherwise been available to them.

The program's mandatory minimum participation for the NHA is 74 clients. The goal of the NHA's program is to promote the development of local strategies to coordinate the use of housing assistance under the Section 8 voucher programs with public and private resources, to enable families eligible to receive assistance under these programs to achieve economic independence and self-sufficiency.

ii. Requirements

The PHA and the head of each participating family execute an FSS Contract of Participation (COP) that specifies the rights and responsibilities of both parties. The 5-year FSS contract specifies goals and services for each family. Family members must fulfill all requirements in order to obtain full benefits.

The FSS contract requires that the family comply with the lease, that all family members become independent of welfare, and that the head of the family seek and maintain suitable employment. Possible sanctions for noncompliance with the FSS contract are termination from the FSS program, forfeiture of the FSS escrow account, withholding or termination of supportive services, and termination of housing choice voucher assistance.

iii. Program Benefits

An interest-bearing FSS escrow account is established by the PHA for each participating family. An escrow credit, based on increases in earned income of the family, is credited to this account by the PHA during the term of the FSS contract. The PHA may make a portion of this escrow account available to the family during the term of the contract to enable the family to complete an interim goal such as education.

If the family completes the contract and no member of the family is receiving cash welfare assistance, the amount of the FSS account is paid to the head of the family. If the PHA terminates the FSS contract, or if the family fails to complete the contract before its expiration, the family's FSS escrow funds are forfeited.

IV-D. Homeownership Opportunities

Housing Choice Voucher Homeownership Program Summary

The HCV Homeownership program of the Newark Housing Authority (NHA) is hereby established pursuant to the final rule dated September 12, 2000, "homeownership option" authorized under Section 8(y) of the US Housing Act of 1937 as amended by Section 555 of the QHWA of 1998. This homeownership program permits eligible participants in the Housing Choice Voucher program, including participants with a portable voucher, the option of purchasing a home with their housing assistance.

NHA's FSS and HCV Homeownership Programs are designed to enhance the quality of life of program participants. Prior to receiving homeownership assistance, the family must attend and satisfactorily complete a counseling regime. Counseling will be provided by an approved HUD counseling agency, or be consistent with such programs.

Topics include:

- Home maintenance;
- Budgeting money and debt management;
- Credit counseling;
- Obtaining financing and the types of financing available;
- How to locate a home;
- Advantages of purchasing a home in area without high concentration of poverty;
- Fair housing information;
- Information about the Real Estate Settlement Procedures Act (RESPA), truth and lending laws, and how to identify types of financing that may be available, and the pros and cons of different types of financing; and
- On-going counseling after the purchase at NHA's discretion.

NHA will be working closely with participants and the financial institutions during the initial phases to secure mortgages. The participants will receive pre-counseling sessions and post-counseling sessions in the areas of money management, homebuyer obligations, credit counseling, home maintenance etc.

Qualified families will be given 120 days, the equivalent of four (4) months, in which to find a home. Extensions will be given on a case by case basis depending on the effort made by the family to find a suitable home. The family will be required to provide the NHA with monthly reports on their progress. Once they find a home, they have an additional 60 days in which to secure a commitment from a lending institution. The home must be in move-in condition.

Once the offer on the home is completed, two (2) inspections will be required. One by NHA's inspector to insure the property meets HQS requirements and another by an independent certified home inspector.

Re-certification will be conducted on an annual basis. The participants will be up-dated periodically on energy conservation information and given materials on self-home

improvements.

Eligible applicants for the HCV Homeownership Program must have completed an initial lease term, may not owe NHA or any other PHA an outstanding debt, and must meet the eligibility criteria set forth herein.

i. Family Eligibility Requirements

Participation in the HCV Homeownership Program is voluntary. Each HCV Homeownership participant must meet the general requirements for admission to the Housing Choice Voucher Program. Additional eligibility requirements for participation in NHA's HCV Homeownership Program require that the family must:

- Complete the Family Self-Sufficiency (FSS) Program.
- Meet the HUD definition of first time homebuyer (i.e. the participant has not had ownership interest in a home in the past three years).
- An individual or family must have a voucher issued by the Newark Housing Authority (NHA).
- With the exception of elderly and disabled households, meet a minimum income requirement without income from "welfare assistance sources."
- With the exception of elderly and disabled households, meet the pre-requisite employment criteria;
- Have completed an initial lease term in the Housing Choice Voucher Program and have had rental assistance for more than a year.
- Have fully repaid any outstanding debt owed to NHA or any other PHA and has not violated any voucher program requirements.
- Not defaulted on a mortgage securing debt to purchase a home under the home ownership option or any other mortgage default.
- Not have any member who has a present ownership interest in a residence at the commencement of home ownership assistance.
- The head of household or spouse has attended a 6 hour approved homeownership seminar and briefing.
- Have an acceptable credit history (families unable to meet this criteria will initially be referred to credit counseling, and then re-considered for the program).
- Provide the lender and other real estate professionals with all pertinent documentation.
- Have sufficient resources to provide a down payment equal to 3% of the purchase price of a typical home that meets the family household size and closing costs. Escrow accounts and gifts maybe utilized for this purpose. A minimum homeowner down payment requirement of at least one percent must come from personal resources.
- The family must sign a statement of family obligations for the program.
- The family is determined "mortgage ready" meaning would likely qualify for a mortgage based on its income and housing prices applicable to the size house the family requires.
- The family must have shown stability in the past.
- Be able to comply with any additional special requirements for homeownership assistance as specified by NHA.

ii.Elderly and Disabled Households

Elderly and disabled families are exempt from the employment requirements. In the case of an elderly or disabled family, NHA will consider income from all sources, including welfare assistance and SSI in evaluating whether the household meets the minimum income required to purchase a home through the HCV homeownership program.

iii.NHA Owned Units

NHA-owned units are eligible for purchase through the homeownership option but an independent entity must perform certain administrative duties for which NHA would normally be responsible:

- b. The independent entity must review the contract of sale;
- c. Conduct the initial Housing Quality Standards (HQS) inspection; and
- d. And review the independent inspection report.

In addition, the independent entity must determine the reasonableness of the sales price and NHA provided financing.

The reviews performed by the independent entity shall be conducted in accordance with the homeownership option regulations. The independent entity must be selected by NHA and approved by HUD in accordance with existing procedures under the tenant-based assistance program. The NHA may not steer, direct, or require families to purchase NHA-owned properties.

Except for the purchase of NHA owned units, the homeownership option regulations do not require the NHA to consider the reasonability of the sale price. In addition, although NHA may establish requirements governing term and types of financing, it is not required to do so.

iv. First-Time Homeowner

Each Section 8 Family, except families with a disabled member, must be a first-time homeowner. A first-time homeowner means that no member of the household has had an ownership interest in any residence during the three years preceding commencement of home ownership assistance. However, a single parent or displaced homeowner who owned a home with a spouse or resided in a home owed by a spouse is considered a "first-time homeowner" for purposes of the Section 8 homeownership option; and the right to purchase title to a residence under a lease-purchase agreement is not considered an ownership interest. A member of a cooperative (as defined in HUD regulations) also qualifies as a first time homeowner.

v. Minimum Income Requirement

a. Amount of Income

To participate in the program, a minimum income requirement equal to 2,000 hours of annual full-time work at the Federal minimum wage is required. The minimum requirement is only considered in determining a family's initial qualification to purchase a home; it is not a continuing requirement and is not considered again unless the family opts to purchase a subsequent home with homeownership assistance. NHA must consider the income of all adult family members who will own the home to determine eligibility for homeownership assistance and it must further include all welfare assistance and government benefit income in determining the annual income of disabled or elderly families.

b. Exclusion of Welfare Assistance Income

With the exception of elderly and disabled families, NHA will disregard any "welfare assistance" income in determining whether the family meets the minimum income requirement. Welfare assistance includes assistance from Temporary Assistance for Needy Families ("TANF"); Supplemental Security Income (SSI) that is subject to an income eligibility test; food stamps; general assistance; or other welfare assistance specified by HUD. The disregard of welfare assistance income under this section affects the determination of minimum monthly income in determining initial qualification for the homeownership program. It does not affect the determination of income-eligibility for admission to the Housing Choice Voucher Program, calculation of the family's total payment, or calculation of the amount of homeownership assistance payments.

c. Employment History

With the exception of disabled and elderly households, each family must demonstrate that one or more adult members of the family, who will own the home at commencement of home ownership assistance, is employed full-time (an average of 30 hours per week). This employment must have been continuous for one year prior to execution of the sales agreement. In order to reasonably accommodate a family's participation in the program, NHA will exempt

families that include a person with disabilities from this requirement. NHA may also consider whether and to what extent an employment interruption is considered permissible in satisfying the employment requirement. The NHA may also consider successive employment during the one-year period and self-employment in a business.

vi. Completion of Initial Lease Term

Participants of the Housing Voucher Program shall be ineligible for participation in the homeownership program until completion of an initial lease term and the participant's first annual recertification in the Housing Choice Voucher Program is completed. Nothing in this provision will preclude participants that have completed an initial lease term in another jurisdiction from participating in the homeownership program.

vii. Repayment of Any Housing Authority Debts

Participants in the Housing Choice Voucher Program shall be ineligible for participation in the homeownership program in the event any debt or portion of a debt remains owed to NHA or any other PHA. Nothing in this provision will preclude participants that have fully repaid such debts(s) from participation in the homeownership program.

viii. Prior Mortgage Defaults

Prohibition against mortgage defaults. The PHA shall not commence homeownership assistance to a family if any family member has previously received assistance under the homeownership option, and has defaulted on a mortgage securing debt incurred to purchase the home.

ix. Portability

NHA also will permit portability of homeownership assistance to another jurisdiction, provided the receiving jurisdiction operates a Section 8 Homeownership Program for which the homeownership applicant qualifies or authorizes NHA to administer the homeownership assistance in their jurisdiction.

x. Family Participation Requirements

When a family is determined eligible to participate in the program, the family must comply with the following additional requirements:

2. Complete a homeownership counseling program;
3. If the family currently does not have a checking account, they will be advised and counseled to open one and work with NHA credit counselors to assist maintain the account and better manage their finances;
4. Within a specified amount of time, the family must locate the home it proposes to purchase;
5. Submit a sales agreement containing specific components to NHA for approval;

6. Allow NHA to inspect the proposed dwelling to see if it meets minimum HQS requirements;
7. Obtain an independent inspection covering major building systems;
8. Obtain NHA approval of the proposed mortgage that must comply with generally accepted mortgage underwriting requirements; and
9. Enter into a written agreement with NHA to comply with all of its obligations under the HCV Homeownership Program.

xi. Types of Homes You Can Purchase

- New or existing single family homes or condominiums;
- Planned use development cooperative;
- Lofts-live/work units;
- Manufactured homes.

xii. Locating a Home

Upon receipt of the homeownership voucher, a family shall have one hundred and twenty (120) days to locate a home to purchase. A home shall be considered located if the family submits a proposed sales agreement with the requisite components to NHA. For good cause, NHA may extend a Section 8 family's time to locate the home for additional thirty (30) day increments. If a family is unable to locate a home within the time approved by NHA, their Section 8 rental assistance through the Housing Choice Voucher Program shall continue.

xiii. Finding a Home Outside of the City of Newark

The family also may purchase a home in a jurisdiction other than the City of Newark, provided the other PHA in the receiving jurisdiction operates a Section 8 homeownership program for which the applicant qualifies. The receiving PHA may also authorize NHA to administer the homeownership assistance in their jurisdiction. In the former case, a family's participation in the Section 8 Homeownership Program will be subject to the program and policies of the receiving jurisdiction.

xiv. Purchasing a Home

Once a home is located and the sales agreement is reviewed by NHA and is signed by the family, the family shall have up to 60 days, or such other time as is approved by NHA or set forth in the NHA-approved sales agreement, to purchase the home.

xv. Failure to Complete

If a HCV participant is unable to purchase the home within the maximum time permitted by NHA, NHA shall continue the family's participation in the Housing Choice Voucher Program,

but withdraw the Section 8 homeownership option. The family may not re-apply for the Section 8 homeownership program until they have completed an additional year of participation in the Housing Choice Voucher Program directly following the initial determination of their eligibility for the homeownership option.

xvi. Lease Purchase

Families may enter into lease-purchase agreements while receiving Section 8 rental assistance. All requirements of the Housing Choice Voucher Program apply to lease-purchase agreements, except the families are permitted to pay an extra amount out-of-pocket to the owner for purchase related expenses a "homeownership premium."

A homeownership premium, defined as an increment of value attributable to the value of the lease-purchase right or agreement, is excluded from the NHA rent reasonableness determination and subsidy calculation and must be absorbed by the family. When a lease-purchase participant family is ready to exercise their option, they must notify the Homeownership Counselor at NHA and apply for the homeownership option.

xvii. Independent Initial Inspection

To assure the home complies with the Housing Quality Standards of the Section 8 program, homeownership assistance payments may not commence until NHA inspects the home. An independent inspection of existing homes covering major building systems also must be completed by an inspection professional selected by the family and approved by NHA. NHA will not pay for the independent inspection. The independent inspection report must be provided to NHA. NHA may disapprove the unit due to information contained in the report or for failure to meet Housing Quality Standards. NHA has discretion to set standards for qualification of inspectors.

xviii. Sales Agreement

Prior to execution of the offer to purchase or sales agreement, the financing terms must be provided by the family to NHA for review. The sales agreement must provide for inspection by NHA and the independent inspection and must state that the purchaser is not obligated to purchase unless such inspections are satisfactory to NHA. The contract also must provide that the purchaser is not obligated to pay for any necessary repairs without approval by NHA. The sales agreement must provide that the purchaser is not obligated to purchase if the mortgage financing terms are not approved by NHA. The sales agreement must also contain a seller certification that the seller is not debarred, suspended, or subject to a limited denial of participation under HUD Regulations.

xix. Financing Requirements

If a mortgage is not FHA insured, NHA will require the lender to comply with generally accepted mortgage underwriting standards consistent with those of HUD FHA, Ginnie Mae, Fannie Mae, Freddie Mac, or other private lending institution.

xx. Compliance with Family Obligations

A Family must agree, in writing, to comply with all family obligations under the HUD's and NHA's homeownership policies. These obligations include: (1) attending ongoing homeownership counseling, if required by NHA; (2) complying with the mortgage terms; (3) not selling or transferring the home to anyone other than a member of the family who resides in the home while receiving home ownership assistance; (4) not refinancing or adding debt secured by the home without prior approval by NHA; (5) not obtaining a present ownership interest in another residence while receiving home ownership assistance; and (6) supplying all required information to NHA including but not limited to annual verification of household income, notice of change in homeownership expenses, notice of move-out and notice of mortgage default.

xxi. Amount of Assistance

The amount of the monthly assistance payment will be based on two factors: the voucher payment standard for which the family is eligible and the family's household income. NHA will pay the payment standard. The Section 8 family will pay the difference.

xxii. Determining the Payment Standard

The payment standard is the fixed amount the NHA annually establishes as the "Fair Market Rent" for a unit of a particular size located within the NHA jurisdiction. In the homeownership program, the initial payment standard will be the lower of either (1) the payment standard for which the family is eligible based on family size; or (2) the payment standard which is applicable to the size of the home the family decides to purchase.

The payment standard for subsequent years will be based on the higher of the payment standard in effect at commencement of the homeownership assistance; or the payment standard in effect at the most recent regular reexamination of the family's income and size. The initial payment standard, for purposes of this comparison, shall not be adjusted even if there is a subsequent decrease in family size. NHA will request HUD approval of a higher payment standard, up to 120% of the published Fair Market Rent limit, where warranted, as a reasonable accommodation for a family that includes a person with disabilities.

xxiii. Payment to Family or Lender

NHA will provide the lender with notice of the amount of the housing assistance payment prior to close of escrow. NHA, at its discretion, may pay the contribution towards the family's homeowner expenses directly to the family or to the lender, unless otherwise required by the lender. The family will be responsible to submit the entire mortgage payment to the lender unless the lender requires direct payment of NHA's contribution or electronically the payments could be drawn from the bank for NHA and the participant.

xxiv. Termination of Section 8 Home Ownership Assistance

A family's homeownership assistance may be terminated if the family fails to comply with its obligations under the Section 8 program, NHA homeownership policies, or if the family

defaults on the mortgage. If required, the family must attend and complete ongoing home ownership and housing counseling classes. The family must comply with the terms of any mortgage incurred to purchase and for refinance the home. The family must provide with written notice of any sale or transfer of any interest in the home; any plan to move out of the home prior to the move; and the family's household income on an annual basis; any notice of mortgage default received by the family; and any other notice which may be required pursuant to NHA home ownership policies. Except as otherwise provide in this section, the family may not convey or transfer the home to any entity or person other than a member of the assisted family while receiving homeownership assistance.

xxv. Occupancy of Home

Homeownership assistance will only be provided while the family resides in the home. If the family moves out of the home, NHA will not continue homeownership assistance commencing with the month after the family moves out. Neither the family nor the lender is obligated to reimburse the NHA for homeownership assistance paid for the month the family moves out.

xxvi. Changes in Income Eligibility

A family's homeownership assistance may be changed in the month following annual recertification of the household income, but participation in the Section 8 Homeownership Program shall continue until such as the assistance payment amounts to \$0 for a period of six (6) consecutive months.

xxvii. Maximum Term of Homeownership Assistance

The Section 8 assistance is limited to 15 years if the mortgage is 20 years or longer, 10 years if the mortgage is less than 20 years. These limits do not apply to elderly or disabled families. Families that qualify as elderly at the commencement of homeownership assistance are not subject to a maximum term limitation. Families that qualify as disabled families at the commencement of homeownership assistance or at any time during the provision of home ownership assistance are not subject to a maximum term limitation. If a disabled family or elderly family ceases to qualify as disabled or elderly, the appropriate maximum term becomes applicable from the date homeownership assistance commenced; provided, however, that such family shall be eligible for at least six additional months of assistance after the maximum term becomes applicable. The time limit applies to any member of the household who has an ownership interest in the unit during any time that homeownership payments are made, or if a spouse of any member of the household who has an ownership interest.

xxviii. Procedure for Termination of Homeownership Assistance

A participant in the Section 8 Homeownership Program shall be entitled to the same termination notice and informal hearing procedures as set forth in the Administrative Plan of the NHA for participants enrolled in the Housing Choice Voucher Program.

xxix. Compliance Lien

Upon purchase of a home, the family must execute documentation as required by HUD and NHA, consistent with State and local law, securing NHA's right to recapture the homeownership assistance in accordance with this plan. The lien securing the recapture of homeownership subsidy may be subordinated to a refinanced mortgage.

xxx. Recapture of Homeownership Assistance

No recapture requirements.

xxxi. Default on FHA-Insured Mortgage

If the family defaults on an FHA-insured mortgage, NHA may permit the family to move with continued Housing Choice Voucher assistance if the family demonstrates that it has: (a) conveyed title to the home to HUD or its designee, as required by HUD; and (b) moved from the home within the period established or approved by HUD.

xxxii. Waiver or Modification of Homeownership Policies

The Executive Director or designee of NHA shall have the discretion to waive or modify any provision of the HCV Homeownership Program or policies not governed by statute or regulation for good cause or to comply with changes in HUD regulation or directives.

CHAPTER V: RECORDS MANAGEMENT

i. Records Management

NHA, at a minimum, will retain the last three years of the form HUD-50058, and supporting documentation, during the term of each assisted lease, and for a period of at least 3 years from the end of participation (EOP) date, to support billings to HUD and to permit an effective audit. Electronic retention of form HUD-50058 and supporting documentation, where applicable, fulfills the record retention requirement under this section

In addition, NHA will keep the following records for at least three years:

1. An application from each ineligible family and notice that the applicant is not eligible/withdrawn
2. Lead-based paint records as required by 24 CFR 35, Subpart B
3. Documentation supporting the establishment of the rent calculation including the rent reasonableness study
4. Documentation supporting the establishment of utility allowances and surcharges
5. Accounts and other records supporting NHA budget and financial statements for the program
6. Other records as determined by NHA or as required by HUD
7. All applicant and participant information will be kept in a secure location and access will be limited to authorized NHA staff and or its contractors.
8. NHA staff/contractors will not discuss personal family information unless

there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

ii. Upfront Income Verification Records Management

NHA ensures that all UIV/EIV data is protected in accordance with Federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper). These requirements are contained in the HUD issued document, *Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification (UIV) Data* and related PIH Notices.

iii. Criminal Records Management

Criminal conviction records received by the PHA from a law enforcement agency may only be used for the following purposes: PHA screening of applicants for admission to the Housing Choice Voucher Program (section 8 tenant-based assistance); PHA screening of applicants for admission to the Section 8 moderate rehabilitation program; or the Section 8 project-based certificate or project-based voucher program; PHA screening concerning criminal conviction of applicants for admission to Section 8 project-based assistance, or at the request of the owner for enforcement of leases by a Section 8 project owner and eviction of residents by a Section 8 project owner. Criminal conviction records received by a PHA from a law enforcement agency under this section *may not* be used for lease enforcement or eviction of residents receiving Section 8 tenant-based assistance.

PHA may disclose the criminal conviction records which the PHA receives from a law enforcement agency only as follows: To officers or employees of the PHA, to authorized representatives of the PHA who have a job-related need to have access to the information, or to an owner of a project-based unit for use in connection with judicial eviction proceedings. [24 CFR 5.903(e)]

NHA has an established system of records management that ensures that any criminal or sex offender records received by NHA from a law enforcement agency is: maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to NHA's action without institution of a challenge or final disposition of any such litigation. [24 CFR 5.903(g)] This requirement does not apply to information that is public information, or is obtained by a PHA other than under 24 CFR 5.905.

iv. Medical/Disability Records Management

NHA will not inquire about the nature or extent of a person's disability. NHA will not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If NHA receives a verification document that provides such information, NHA will destroy or block out any information containing the nature or extent of a person's disability. In place of the confidential information, NHA may note in the file that verification was received including the name and address of the knowledgeable professional who provided the information.

v. Termination Records Management

1. A written record of every participant termination shall be maintained by NHA, and shall contain the following information:
2. Name of resident, race and ethnicity, number and identification of apartment occupied;
3. Copy of the Notice of Participant Termination;
4. For terminations related to HCVP Program violations, copies of any occurrence reports, lease violation notices, or other appropriate documentation of the underlying facts surrounding the incident that is the subject of the rules violation;
5. Copy of any repayment agreements;
6. Copy of any settlement orders;
7. Copy of any post-judgment agreements.

vi. Record Retention USCIS Appeals

NHA will retain for a minimum of 5 years the following documents that may have been submitted to NHA by the family, or provided to NHA as part of the USCIS appeal or NHA informal hearing process: **[24 CFR 5.514(h)]**

- The application for assistance
- The form completed by the family for income recertification
- Photocopies of any original documents, including original USCIS documents
- The signed verification consent form
- The USCIS verification results
- The request for a USCIS appeal
- The final USCIS determination
- The request for an informal hearing
- A copy of the letter scheduling the hearing;
- The final informal hearing decision
- All documents and evidence that resulted in the original determination;
- A copy of the notice of the original determination;

If the reason for rejection involved the criminal history of any family member, the criminal history will be shredded and replaced with a notice containing the outcome of the criminal record check.

CHAPTER VI: INTERPRETATION AND AMENDMENT

VI-A. Interpretation

The policies set forth herein shall be interpreted, implemented and acted upon in relation to the laws of the United States and the State of New Jersey, and all rules, regulations and policies enacted, enforced or promulgated by the United States Department of Housing and Urban Development, all of which shall take precedence over the Policies and Procedures described in this Administrative Plan and all of which are incorporated herein by reference and all current rules, regulations and policies, including, but not limited to, Income Limits, Utility Schedules and Fair Market Rents, shall be in accordance with Federal law.

VI-B. Amendment

The policies outlined herein shall be amended only by resolution adopted by the affirmative vote of the NHA Board upon recommendation by NHA. No action shall be required to make changes required by laws of the United States or the State of New Jersey or any rules, regulations and policies enacted, enforced or promulgated by the United States Department of Housing and Urban Development, all of which shall take precedence over the herein expressed Policies, and all of which are incorporated herein by reference. NHA Board of Commissioners will be notified of any subsequent changes that may be effective through new Federal regulations.

APPENDIX 1: DEFINITION OF TERMS

Absorption

The point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA assists the family fully from funds from its consolidated ACC.

Accessible

The facility or portion of the facility can be approached, entered, and used by individuals with physical handicaps.

Administrative Plan

The plan that describes PHA policies for administration of all Section 8 programs administered. The Administrative Plan and any revisions must be approved by the PHA's Board and included as a supporting document to the Annual PHA Agency Plan. See §982.54.

Admission

The point at which an applicant or special admissions family becomes a participant in the

program. The date used for this purpose is the effective date of the first HAP contract.

Adult

A household member who has reached the age of legal majority in the State of New Jersey (18 years old) or a head, co-head, or spouse, under the age of eighteen (18) who has executed the appropriate emancipated adult form.

Allowance for Dependents

A \$480 deduction for each family member who is verified to be a dependent (See definition of Dependent).

Allowance for Disability Assistance Expenses

The amount of Disability Assistance Expense in excess of three (3) percent of annual income which enables a family member (including the disabled person) to work. The allowance may not exceed the annual income earned by the family member who is enabled to work. Disability assistance expenses include costs for care attendants and auxiliary apparatus (e.g., wheelchairs, adaptations, to vehicles, special equipment) if directly related to permitting the disabled person or other family members to work.

Allowance for Medical Expenses

For Elderly and Disabled Families (see definition of Elderly Family) the amount of medical expenses (see definition of Medical Expenses).

Annual Income

The anticipated total annual income, before deductions, of an eligible family from all sources for the 12-month period following the date of determination of income. When the cash value of a family's assets is greater than \$5,000, the annual income derived from assets shall be the greater of the actual income derived or the imputed income computed at the passbook savings rate determined by HUD.

Applicant

A person who has completed a pre-application or application for NHA for housing assistance.

Application

The full, formal and complete family information form signed by the head of household when the family is invited for an interview before a vacant apartment is anticipated. The applicant's signature on the application form certifies that all information provided is complete and accurate.

Assets

The value of equity in real property, savings, stocks, bonds, checking, and other forms of capital investment. The value of necessary items of personal property, such as furniture and automobiles, is not considered an asset.

Budget Authority

An amount authorized and appropriated by the Congress for payment to PHAs under the Voucher program. Budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of each individual funding increment.

Certification

To formally confirm the information provided in a document through electronic or written signature.

Child

A child is defined as a minor.

Child Care Expenses

Amounts anticipated to be paid by the family for the care of children under 13 years of age (including foster children) during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education. The amount deducted shall reflect reasonable charges for childcare, and in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

Citizen

Defined as a citizen or national of the United States.

Co-Head of Household

A household member who shares equal responsibility for the lease with the head of household. A family may have a co-head or spouse, but not both. A co-head is never considered a dependent. The co-head must have legal capacity to enter into a lease.

Consent Form

Any consent form approved by HUD to be signed by program applicants and participants allowing NHA to obtain income information, including data from employers, state wage information collection agencies (SWICAs), the Social Security Administration, and the Internal Revenue Service. Consent forms have expiration dates and may authorize the collection of additional information to determine eligibility or level of benefits.

Continuously Assisted

An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance or was receiving assistance in the past 90 days under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Dating Violence

Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors: The length of the relationship; The type of relationship; and The frequency of interaction between the persons involved in the relationship.

Dependent

A member of the household (excluding foster children) other than the family head, co-head or spouse, who is under 18 years of age, is a Disabled Person, or is a Full-time Student.

Disability Assistance Expenses

Reasonable expenses in excess of three (3) percent of annual income that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.

Disabled Family

A family with one or more members who is a Disabled Person.

Disabled Person

A person is considered disabled if one of the following definitions is met.

- Has a disability, as defined in 42 U.S.C. 423;
 - Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that: is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and, is of such nature that the ability to live independently could be improved by more suitable housing conditions; and
 - Has a developmental disability as defined in 42 U.S.C. 6001. A developmental disability is a severe, chronic disability which:
 - Is attributable to a mental and/or physical impairment;
 - Was manifested before the age of 22;
 - Is likely to continue indefinitely;
 - Results in substantial functional limitations in three or more of the following areas:
 - capacity for independent living;
 - self-care;
 - receptive and expressive language;
 - learning; mobility;
 - self-direction; and
 - economic self-sufficiency;
- AND
- Requires special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually

planned or coordinated.

Section 223 of the Social Security Act defines disability as an inability to engage in any substantial gainful activity because of any physical or mental impairment that is expected to result in death or has lasted or can be expected to last continuously for at least 12 months; or, for a blind person at least 55 years old, inability because of blindness to engage in any substantial gainful activities comparable to those in which the person was previously engaged with some regularity and over a substantial period.

No individual shall be considered a person with disabilities, for the purpose of eligibility for Housing Choice Voucher assistance, on the basis of any drug or alcohol dependence.

Displaced Person

A person displaced by government action or a person 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.

Domestic Violence

Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Drug-related Criminal Activity

Please refer to definition located at 42 U.S.C 1437 f (f)(5).

Drug-Trafficking

The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Elderly Family

An elderly family is a family whose head, co-head, spouse or sole member is a person who is 62 years of age or older. It may include two or more Elderly Persons living together, or one or more such persons living with one or more persons who are determined to be essential to their care or well-being.

Elderly Person

An elderly person is a person who is at least 62 years of age.

Eviction

The dispossession of the tenant by the unit owner (in accordance with a court order) from the leased unit as a result of the termination of the lease, for serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or to fulfill the tenant obligations set forth in HUD regulations, Federal, and New Jersey law, or for other good cause.

Eligible for Portability

Families whose head of household, co-head or spouse live and/or work in the NHA jurisdiction at the time of application.

Extremely Low Income Family

A very-low income family whose income does not exceed the higher of 30 percent of the area median income or the federal poverty level.

Seventy-five percent of new admissions during the year must qualify as extremely low income families.

Fair Housing Act

Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988.

Family

A person or group of persons, as determined by the NHA consistent with 24 CFR 5.403, approved to reside in a unit with assistance under the program. See discussion of family composition at section 982.201-C.

Family Composition

See definition of “family” in 24 CFR 5.403

Family Rent to Owner

The amount paid by the family calculated by subtracting the amount of the housing assistance payment to the owner from contract rent.

Family Share

The family share is the portion of rent and utilities paid by the family.

Foster Care Payment

Payment to eligible households by state, local or private agencies for the care of a child placed in the home by an agency.

Full-Time Student

A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

HUD

The U.S. Department of Housing and Urban Development or its designee.

Head of Household

An adult, 18 years of age or older, whom the members of the family have routinely looked to as the head of the family, and who is legally competent to sign a binding contract.

Housing Assistance Payments (HAP) Contract

A written contract between the PHA and an owner of rental housing that allows the PHA to make housing assistance payments to the owner on behalf of an eligible family.

Housing Quality Standards (HQS)

The HUD minimum quality standards for housing assisted under HUD's tenant-based programs.

USCIS/DHS

U.S. Citizenship and Immigration Services now part of the Department of Homeland Security.

Immediate Family Member

With respect to a person (A) a spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in loco parentis; or (B) any other person living in the household of that person and related to that person by blood or marriage.

Lease

A lease is a written agreement between the family and the owner of a housing unit.

Live-in Aide

A person who resides with someone who is age 50 or older, or disabled, and who:
Is determined by NHA to be essential to the care and well-being of the person(s);
Is not obligated for support of the person(s); and
Would not be living in the unit except to provide necessary supportive services. A live-in aide does not qualify as the remaining member of a tenant family.

Local Preference

A waiting list selection preference established by NHA to meet local housing needs. A preference assigns a level of admission priority to a specified applicant group(s). Family eligibility for a claimed preference is verified after selection from the waiting list.

Low (Lower) Income Families

A low income family has annual income that does not exceed 80% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than eighty percent (80%) of the median income for the area on the basis of its finding that such variations are necessary because of prevailing levels of construction costs or unusually high or low family income.

Medical Expenses

For elderly and disabled families, those medical expenses that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance, including medical insurance premiums, payments on accumulated major medical bills, dental expenses, prescription medicines, eyeglasses, hearing aids, and batteries, cost of care attendant, and transportation expenses directly related to medical treatment.

Minor

A minor is a member of the family household other than the family head, co-head or spouse, who is under 18 years of age.

Mixed Family

A mixed family is a family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

Monthly Adjusted Income

Monthly adjusted income is one twelfth of Annual Adjusted Income.

Monthly Income

Monthly income is one twelfth of Annual Income.

NHA

The Newark Housing Authority.

National

A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession or naturalized citizen.

Near-Elderly Family

A family whose head, co-head, spouse or sole member is a person who is 50 years of age but below the age of 62; or two 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.

Near-Elderly Person

A non-elderly person is at least 50 years of age but below the age of 62.

Net Family Assets

Value of equity in real property, savings, stock, bonds, life insurance policies, and other forms of capital investment, excluding interests in Indian trust land (The value of necessary items of personal property such as furniture and automobiles is 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 the Net Family Assets, NHA shall include the value of any assets greater than one thousand dollars (\$1000) which were disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of any consideration received for the asset.

Newark Resident

Any applicant who lives within the City of Newark at the date of filing an application for housing assistance. This definition also includes applicants who are working or who have been notified that they are hired to work within the City of Newark.

Overcrowded Household

A participant family with an insufficient number of bedrooms for the number of persons in the family, according to the HQS defined in the regulations.

Overhoused Household

A participant family with a greater number of bedrooms than required (per occupancy standards) for the family members.

Payment Standards

The maximum monthly assistance payment for a family assisted in the Housing Choice Voucher Program (before deducting the total tenant payment by the family). Each Payment Standard amount adopted by NHA is not less than 90% of the published HCV Fair Market Rent (in effect when the Payment Standard is adopted) for the unit size and is not more than 110% of the Fair Market Rent or HUD approved community-area exception rent.

Portability

Renting a dwelling unit with Section 8 housing choice voucher outside the jurisdiction of the initial PHA.

Pre-Application

A preliminary application form designed to collect information to determine preliminary eligibility for placement on the waiting list.

Re-Certification

The process of securing documentation to re-compute rent and subsidy and to determine that participants meet the eligibility requirements for continued assistance.

Re-Certification Effective Date

The date established by NHA on which a rent change becomes effective following verification of all income, assets, expenses and circumstances. The anniversary of the first of the month the tenant was assisted under the assistance contract in effect.

Remaining Member of the Tenant Family

A person left in an assisted unit after other family members have vacated. The person must be of legal age to sign a contract (adult). A live-in aide, foster children, and foster adults do not qualify as the remaining member of a tenant family.

Rent - (for determining eligibility based on Federal preference)

The actual amount due, calculated on a monthly basis, under a lease or occupancy agreement between a family and the family's current landlord; and, in the case of utilities purchased directly by tenants from utility providers, either:

NHA's reasonable estimate of tenant-purchased utilities (except telephone and cable TV) and the other housing services that are normally included in the rent; or

If the family chooses, the average monthly payments that it actually made for these utilities and services for the most recent 12 month period, or if information is not obtainable for the entire period, for an appropriate recent period.

Resident

See Newark Resident.

Sexual Assault

Any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

Single Person

A person who lives alone or intends to live alone.

Spouse

The husband or wife of the head of household or authorized household member.

Stalking

Engaging in a course of conduct directed at a specific person that would cause a reasonable person to: 1. Fear for the person's individual safety or the safety of others, or 2. Suffer substantial emotional distress.

Temporary Deferral of Termination of Assistance

A specific period of time in which the family would continue to receive full assistance before assistance is terminated.

Total Family Income

Annual Income as defined above.

Total Tenant Payment

An amount equal to 30 percent of the family's monthly-adjusted income or 10 percent of the gross monthly income of the family occupying the dwelling unit, whichever amount is greater. The Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges.

Utility Allowance

An amount determined by NHA as an allowance for the cost of utilities (except telephone and cable TV) payable by the tenant.

Utility Reimbursement

The amount by which the Utility Allowance for the unit exceeds the Total Tenant Payment (negative rent).

Very-Low Income Family

A Lower Income Family whose Annual Income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than fifty (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.