

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

Small PHA Plan Update
Annual Plan for Fiscal Year: 2001

**NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN ACCORDANCE WITH
INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES**

PHA Plan Agency Identification

PHA Name: Haddon Township

PHA Number: NJ064

PHA Fiscal Year Beginning: (mm/yyyy) 01/2001

PHA Plan Contact Information:

Name: Mark Morgan

Phone: 856.596.0500

TDD: 800.244.7967

Email (if available):

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting: (select all that apply)

- Main administrative office of the PHA
- PHA development management offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- Main administrative office of the PHA
- PHA development management offices
- Main administrative office of the local, county or State government
- Public library
- PHA website
- Other (list below)
Managing Agent

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- Main business office of the PHA
- PHA development management offices
- Other (list below)
Managing Agent

PHA Programs Administered:

Public Housing and Section 8

Section 8 Only

Public Housing Only

Annual PHA Plan Fiscal Year 20

[24 CFR Part 903.7]

i. Table of Contents

Provide a table of contents for the Plan, including attachments, and a list of supporting documents available for public inspection. For Attachments, indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

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ii. Executive Summary

[24 CFR Part 903.7 9 (r)]

The Haddon Township Housing Authority was founded to provide decent, safe and sanitary housing to lower income seniors using funds from the U.S. Department of Housing and Urban Development and other assistance made available for such purposes.

Overall, the Housing Authority's image can be characterized as to promote an improved quality of life for low-income senior citizens in Haddon Township. The Housing Authority further works to ensure equal opportunity in housing for all Americans.

Overview

The Haddon Township Housing Authority is small comprised of one community totaling one hundred apartments designated for senior citizens. Since its inception, the Authority has worked with the citizens of the community to provide affordable, decent, safe and sanitary housing for low-income senior citizens.

The condition of the industry today is such that new rules, guidelines and directives have been issued which mandate changes in the operation of the Housing Authority. HTHA is also faced with a decreasing availability of funding from HUD in the face of needing to provide more services for low-income Americans.

Housing Authorities in NJ are unique in that they are the only housing authorities in the country required to have their Executive Director and members of the Board of Commissioners certified by the State. The State Department of Community Affairs is responsible for administering a course of study for Executive Directors and Commissioners. Executive Directors have two years and Commissioners have eighteen months to complete their course of study. In addition to the required courses, the Executive Director must also have five years experience and hold a four-year college degree.

In 1995 HTHA was experiencing management difficulties due to the performance of the Executive Director. The Board of Commissioners decided that the Authority would be better served by hiring a professional management firm to run the Housing Authority. Bids were solicited for the management duties and a contract was awarded to Interstate Realty Management Company. The Housing Authority has given yearly extensions to Interstate since 1995.

Objectives

The Haddon Township Housing Authority strives to increase the availability of decent, safe and affordable housing in the region, to ensure equal opportunity in housing for all Americans, to promote self-sufficiency and to improve the quality of life for our residents. The Housing Authority's goals and objectives are further described in the

Occupancy and Rental Policy that has been adopted by the Board of Commissioners.

Capital Requirements

According to the opportunities and requirements for the Authority described in this annual plan, and based on sound business assumptions, our annual capital requirements are as listed in our budgets submitted to HUD for funding. In the face of shrinking revenues from HUD, the Authority has set a goal to become as fiscally independent as possible. We plan to intensify and accelerate our marketing activities, become more entrepreneurial and improve our customer services.

Management Team

Our Management team consists of the following:

7 member Board of Directors
Managing Agent
Public Housing Manager
Social Service Coordinator
Superintendent
2 part-time maintenance technicians

Customer Profile

The Haddon Township Housing Authority's primary market is a low-income senior citizen of Haddon Township. The most typical customer for our housing is someone in the lower income category that needs assistance to provide decent housing for themselves and their family. Many of our residents have aged in place. A recent survey found the average age of residents to be 78 years young.

Affirmative Marketing Plan

Responses from citizens within the community, officials from the municipality, county and state, and our residents indicate that our housing has an excellent reputation. We are fulfilling the basic needs of our residents and providing additional activities to keep them active and involved.

The Haddon Township Housing Authority's marketing strategy is to enhance, promote and support the fact that our housing can be used as a safety net for senior citizens within the Township who are being forced out of their homes by increasing costs against their fixed income.

The Haddon Township Housing Authority's affirmative marketing strategy incorporates plans to outreach to all residents of the Township and surrounding areas to ensure all feel welcome to apply. To accomplish this the Housing Authority will use various

avenues of advertising depending on the goals of the advertisement.

Advertising and Promotion

The Haddon Township Housing Authority's overall advertising and promotional objectives are to position it as a leader in the market of affordable rental housing. We will develop an advertising campaign built around the availability of decent, safe and affordable housing for senior citizens, equal opportunity in housing for all, and improvement of the quality of life for our residents.

Public Relations

Public Housing has been very much maligned by the media over the past several years. We as an industry have not done a good job of publicizing the successes in our industry. The Haddon Township Housing Authority has received much "good press" in the past few years and we will continue to publicize our success in as many media outlets as possible.

Conclusion

The Haddon Township Housing Authority enjoys an established track record of excellence with our residents and the community. Their expressions of satisfaction and encouragement are numerous, and we intend to continue our advances and growth in the marketplace with more unique and effective services. The only roadblock to our success is reduced funding of housing programs. However, we will make every effort to garner services from other public agencies and identify other sources of income to benefit the Authority.

1. Summary of Policy or Program Changes for the Upcoming Year

None..

2. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

Exemptions: Section 8 only PHAs are not required to complete this component.

A. Yes No: Is the PHA eligible to participate in the CFP in the fiscal year covered by this PHA Plan?

B. What is the amount of the PHA’s estimated or actual (if known) Capital Fund Program grant for the upcoming year? \$ _133,000

C. Yes No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete the rest of Component 7. If no, skip to next component.

D. Capital Fund Program Grant Submissions

(1) Capital Fund Program 5-Year Action Plan

The Capital Fund Program 5-Year Action Plan is provided as Attachment(Included in template)

(2) Capital Fund Program Annual Statement

The Capital Fund Program Annual Statement is provided as Attachment (Included in template)

3. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

Applicability: Section 8 only PHAs are not required to complete this section.

1. Yes No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If “No”, skip to next component ; if “yes”, complete one activity description for each development.)

2. Activity Description

Demolition/Disposition Activity Description (Not including Activities Associated with HOPE VI or Conversion Activities)
1a. Development name:
1b. Development (project) number:
2. Activity type: Demolition <input type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/>

Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: <u>(DD/MM/YY)</u>
5. Number of units affected:
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Relocation resources (select all that apply) <input type="checkbox"/> Section 8 for units <input type="checkbox"/> Public housing for units <input type="checkbox"/> Preference for admission to other public housing or section 8 <input type="checkbox"/> Other housing for units (describe below)
8. Timeline for activity: a. Actual or projected start date of activity: b. Actual or projected start date of relocation activities: c. Projected end date of activity:

4. Voucher Homeownership Program

[24 CFR Part 903.7 9 (k)]

A. Yes No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If “No”, skip to next component; if “yes”, describe each program using the table below (copy and complete questions for each program identified.)

B. Capacity of the PHA to Administer a Section 8 Homeownership Program

The PHA has demonstrated its capacity to administer the program by (select all that apply):

- Establishing a minimum homeowner downpayment requirement of at least 3 percent and requiring that at least 1 percent of the downpayment comes from the family’s resources
- Requiring that financing for purchase of a home under its section 8 homeownership will be provided, insured or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards
- Demonstrating that it has or will acquire other relevant experience (list PHA experience, or any other organization to be involved and its experience, below):

5. Safety and Crime Prevention: PHDEP Plan

[24 CFR Part 903.7 (m)]

Exemptions Section 8 Only PHAs may skip to the next component PHAs eligible for PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

A. Yes No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?

B. What is the amount of the PHA's estimated or actual (if known) PHDEP grant for the upcoming year? \$ _____

C. Yes No Does the PHA plan to participate in the PHDEP in the upcoming year? If yes, answer question D. If no, skip to next component.

D. Yes No: The PHDEP Plan is attached at Attachment _____

6. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board (RAB) Recommendations and PHA Response

1. Yes No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?

2. If yes, the comments are Attached at Attachment (File name)

3. In what manner did the PHA address those comments? (select all that apply)

The PHA changed portions of the PHA Plan in response to comments

A list of these changes is included

Yes No: below or

Yes No: at the end of the RAB Comments in Attachment _____.

Considered comments, but determined that no changes to the PHA Plan were necessary. An explanation of the PHA's consideration is included at the at the end of the RAB Comments in Attachment _____.

Other: (list below)

The annual plan was outlined during monthly resident meetings. A copy of the plan was posted for review by interested parties. No comments were received on the content of the plan.

B. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: Haddon Township

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

- The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
- The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan. (Mayor Park)
- Activities to be undertaken by the PHA in the coming year are consistent with specific initiatives contained in the Consolidated Plan. (list such initiatives below)
- Other: (list below)

3. PHA Requests for support from the Consolidated Plan Agency

- Yes No: Does the PHA request financial or other support from the State or local government agency in order to meet the needs of its public housing residents or inventory? If yes, please list the 5 most important requests below:

4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

C. Criteria for Substantial Deviation and Significant Amendments

1. Amendment and Deviation Definitions

24 CFR Part 903.7(r)

PHAs are required to define and adopt their own standards of substantial deviation from the 5-year Plan and Significant Amendment to the Annual Plan. The definition of significant amendment is important because it defines when the PHA will subject a change to the policies or activities described in the Annual Plan to full public hearing and HUD review before implementation.

A. Substantial Deviation from the 5-year Plan:

None

B. Significant Amendment or Modification to the Annual Plan:

Modernization budget is to be revised to address the need to improve the elevators at Rohrer Towers. Monies were originally budgeted for caulking of windows but the elevators have become a more important issue to our residents. We will be hiring a consultant to administer our modernization program.

Attachment A
Supporting Documents Available for Review

PHAs are to indicate which documents are available for public review by placing a mark in the “Applicable & On Display” column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
x	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
	State/Local Government Certification of Consistency with the Consolidated Plan (not required for this update)	5 Year and Annual Plans
x	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
	Housing Needs Statement of the Consolidated Plan for the jurisdiction/s in which the PHA is located and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
x	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
x	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
	Any policy governing occupancy of Police Officers in Public Housing <input type="checkbox"/> check here if included in the public housing A&O Policy	Annual Plan: Eligibility, Selection, and Admissions Policies
	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
x	Public housing rent determination policies, including the method for setting public housing flat rents <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
x	Schedule of flat rents offered at each public housing development <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
	Section 8 rent determination (payment standard) policies <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
x	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
x	Results of latest binding Public Housing Assessment System (PHAS) Assessment	Annual Plan: Management and Operations
x	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
	Any required policies governing any Section 8 special housing types <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
x	Public housing grievance procedures <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
	Section 8 informal review and hearing procedures <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
x	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for any active grant year	Annual Plan: Capital Needs
x	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing	Annual Plan: Capital Needs
x	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing §504 of the Rehabilitation Act and the Americans with Disabilities Act. See, PIH 99-52 (HA).	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937	Annual Plan: Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program (section _____ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
	Cooperation agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies	Annual Plan: Community Service & Self-Sufficiency
	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
	Section 3 documentation required by 24 CFR Part 135, Subpart E	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program (PHDEP) semi-annual performance report	Annual Plan: Safety and Crime Prevention
	PHDEP-related documentation: <ul style="list-style-type: none"> · Baseline law enforcement services for public housing developments assisted under the PHDEP plan; · Consortium agreement/s between the PHAs participating in the consortium and a copy of the payment agreement between the consortium and HUD (applicable only to PHAs participating in a consortium as specified under 24 CFR 761.15); · Partnership agreements (indicating specific leveraged support) with agencies/organizations providing funding, services or other in-kind resources for PHDEP-funded activities; · Coordination with other law enforcement efforts; · Written agreement(s) with local law enforcement agencies (receiving any PHDEP funds); and · All crime statistics and other relevant data (including Part I and specified Part II crimes) that establish need for the public housing sites assisted under the PHDEP Plan. 	Annual Plan: Safety and Crime Prevention
x	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G) <input type="checkbox"/> check here if included in the public housing A & O Policy	Pet Policy

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
x	The results of the most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary					
PHA Name: Haddon Township		Grant Type and Number Capital Fund Program: NJ39PO6450100 Capital Fund Program Replacement Housing Factor Grant No:			Federal FY of Grant: 2000
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/ Emergencies			<input type="checkbox"/> Revised Annual Statement (revision no:)
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Final Performance and Evaluation Report			
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 liquidated Damages				
7	1430 Fees and Costs	12679		0	0
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	114113		0	0
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency				
20	Amount of Annual Grant: (sum of lines 2-19)				
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				

Capital Fund Program 5-Year Action Plan

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

CFP 5-Year Action Plan		
<input type="checkbox"/> Original statement <input checked="" type="checkbox"/> Revised statement		
Development Number	Development Name (or indicate PHA wide)	
NJ064-01	Rohrer Towers	
Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
Elevator Modernization	200,000	2001
Caulking of Building	100,000	2002
Painting and new flooring in Common area hallways	35,000	2002
New Furniture for Community Room	30,000	2003
Replacement of Boilers	300,000	2003-2005
Total estimated cost over next 5 years	665,000	

PHA Public Housing Drug Elimination Program Plan

Note: THIS PHDEP Plan template (HUD 50075-PHDEP Plan) is to be completed in accordance with Instructions located in applicable PIH Notices.

Section 1: General Information/History

- A. Amount of PHDEP Grant \$ 0
- B. Eligibility type (Indicate with an "x") N1 _____ N2 _____ R _____
- C. FFY in which funding is requested _____
- D. **Executive Summary of Annual PHDEP Plan**

In the space below, provide a brief overview of the PHDEP Plan, including highlights of major initiatives or activities undertaken. It may include a description of the expected outcomes. The summary must not be more than five (5) sentences long

E. Target Areas

Complete the following table by indicating each PHDEP Target Area (development or site where activities will be conducted), the total number of units in each PHDEP Target Area, and the total number of individuals expected to participate in PHDEP sponsored activities in each Target Area. Unit count information should be consistent with that available in PIC.

PHDEP Target Areas (Name of development(s) or site)	Total # of Units within the PHDEP Target Area(s)	Total Population to be Served within the PHDEP Target Area(s)

F. Duration of Program

Indicate the duration (number of months funds will be required) of the PHDEP Program proposed under this Plan (place an "x" to indicate the length of program by # of months. For "Other", identify the # of months).

12 Months _____ 18 Months _____ 24 Months _____

G. PHDEP Program History

Indicate each FY that funding has been received under the PHDEP Program (place an “x” by each applicable Year) and provide amount of funding received. If previously funded programs have not been closed out at the time of this submission, indicate the fund balance and anticipated completion date. The Fund Balances should reflect the balance as of Date of Submission of the PHDEP Plan. The Grant Term End Date should include any HUD-approved extensions or waivers. For grant extensions received, place “GE” in column or “W” for waivers.

Fiscal Year of Funding	PHDEP Funding Received	Grant #	Fund Balance as of Date of this Submission	Grant Extensions or Waivers	Grant Start Date	Grant Term End Date
FY 1995						
FY 1996						
FY 1997						
FY1998						
FY 1999						

Section 2: PHDEP Plan Goals and Budget

A. PHDEP Plan Summary

In the space below, summarize the PHDEP strategy to address the needs of the target population/target area(s). Your summary should briefly identify: the broad goals and objectives, the role of plan partners, and your system or process for monitoring and evaluating PHDEP-funded activities. This summary should not exceed 5-10 sentences.

B. PHDEP Budget Summary

Enter the total amount of PHDEP funding allocated to each line item.

FFY ____ PHDEP Budget Summary	
Original statement	
Revised statement dated:	
Budget Line Item	Total Funding
9110 – Reimbursement of Law Enforcement	
9115 - Special Initiative	
9116 - Gun Buyback TA Match	
9120 - Security Personnel	
9130 - Employment of Investigators	
9140 - Voluntary Tenant Patrol	
9150 - Physical Improvements	
9160 - Drug Prevention	
9170 - Drug Intervention	
9180 - Drug Treatment	
9190 - Other Program Costs	
TOTAL PHDEP FUNDING	

C. PHDEP Plan Goals and Activities

In the tables below, provide information on the PHDEP strategy summarized above by budget line item. Each goal and objective should be numbered sequentially for each budget line item (where applicable). Use as many rows as necessary to list proposed activities (additional rows may be inserted in the tables). PHAs are not required to provide information in shaded boxes. Information provided must be concise—not to exceed two sentences in any column. Tables for line items in which the PHA has no planned goals or activities may be deleted.

9110 – Reimbursement of Law Enforcement					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1.							
2.							
3.							

9115 - Special Initiative					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1.							
2.							
3.							

9116 - Gun Buyback TA Match					Total PHDEP Funding: \$		
Goal(s)							
Objectives							

Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9120 - Security Personnel					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9130 – Employment of Investigators					Total PHDEP Funding: \$		
Goal(s)							
Objectives							

Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9140 – Voluntary Tenant Patrol					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9150 - Physical Improvements					Total PHDEP Funding: \$		
Goal(s)							
Objectives							

Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9160 - Drug Prevention					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9170 - Drug Intervention					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							

2.							
3.							

9180 - Drug Treatment					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9190 - Other Program Costs					Total PHDEP Funds: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

Required Attachment __A__: Resident Member on the PHA Governing Board

1. Yes No: Does the PHA governing board include at least one member who is directly assisted by the PHA this year? (if no, skip to #2)

A. Name of resident member(s) on the governing board:
Alice Shields: Resigned from board 8/00. Replacement to be appointed.

B. How was the resident board member selected: (select one)?
 Elected
 Appointed

C. The term of appointment is (include the date term expires): 2002

2. A. If the PHA governing board does not have at least one member who is directly assisted by the PHA, why not?

- the PHA is located in a State that requires the members of a governing board to be salaried and serve on a full time basis
- the PHA has less than 300 public housing units, has provided reasonable notice to the resident advisory board of the opportunity to serve on the governing board, and has not been notified by any resident of their interest to participate in the Board.
- Other (explain):

B. Date of next term expiration of a governing board member:

C. Name and title of appointing official(s) for governing board (indicate appointing official for the next position):

**Required Attachment ___B___: Membership of the Resident
Advisory Board or Boards**

List members of the Resident Advisory Board or Boards: (If the list would be unreasonably long, list organizations represented or otherwise provide a description sufficient to identify how members are chosen.)

The Resident Advisory Board is made up of the officers of the resident association. The members are as follows:

Rita Barbara
Alice Shields
Dorris Freeman

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ADMISSION, OCCUPANCY AND RENTAL POLICY

1.0 INTRODUCTION/PURPOSE

1.1 Purpose of Policy

The purpose of this document is to explain the policies, rules and procedures of the Housing Authority of the Township of Haddon, as they relate to the admission of and continued occupancy of residents in public housing. It will also state the rules and procedures employed to calculate rent. This policy complies with the principles in Section 206 of the Housing and Community Development Amendments of 1979, Section 203 of the Housing and Urban Rural Recovery Act of 1983 and the Quality Housing and Work Responsibility Act of 1998.

Whereas it is the policy of the Housing Authority of the Township of Haddon to fulfill the stipulations expressed in the U.S. Housing Act of 1937 and all subsequent amendments thereto as enacted by the Housing and Community Development Acts in the operation of all low-income public housing under its administration, and whereas it is the commitment of the Township of Haddon, the Housing Authority of the Township of Haddon finds it necessary to delineate the admission, continued occupancy and rental policies and practices, and set priorities so as to accomplish its commitment to provide decent, safe and sanitary housing to eligible applicants, and residents in occupancy. It is pursuant to this goal that the Authority establishes the following criteria pertinent to eligibility for admission to its low-income housing developments under its jurisdiction, as well as rules and regulations to determine the calculation of rents. Notwithstanding the above, changes in applicable federal law or regulations as per 24 CFR Part 900 shall supercede provisions in conflict with this policy.

1.2 Fair Housing Policy

In establishing these criteria, the Authority has complied with all regulations of Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, the HUD regulations of May 21, 1984, requirements as outlined in the Public Housing Occupancy Handbook, 7465.1 Rev. dated 10/78 and HUD regulations of May 12, 1988 as outlined in notice PIH 88-16, 7465.1 Rev-2. In an effort to provide a decent home and a suitable living environment which fosters economic and social mobility in the tenant body as a whole, the Authority hereby adopts policies and procedures which embody standards and criteria for tenant selection that takes into consideration the needs of individual families for low-income housing, as well as the statutory

purpose in developing and operating socially and financially sound low-income housing developments.

These policies and procedures have been so designed as to avoid concentration of the most economically deprived families in any one of the HTHA's low-income housing sites, and preclude admission of applicants whose habits and practices may have a detrimental effect on the health, safety and welfare of the residents. It is the goal of the Authority to attain a stable tenant body comprised of families with a broad range of incomes.

These policies and procedures have been designed in such a way as not to deny admission to any particular group or category or otherwise eligible applicants. They assure the objective and reasonable selection among eligible applicants and are consistent with the Authority's responsibilities as a public body. Finally, they comply with state, local and federal laws and regulations as well as the provisions of the Annual Contributions Contract governing the flow of funds between HUD and the Housing Authority.

1.3 Affirmative Marketing

In the hopes of reaching a broad spectrum of potential applicants, the HTHA will affirmatively market its public and assisted housing to the widest audience practicable. Information concerning the public and assisted housing programs shall be disseminated through the local media on a regular basis. This dissemination of information may take the form of press releases or advertisements. The HTHA shall assure minority participation by disseminating information in local and area-wide minority publications. The HTHA may meet with minority organizations to discuss their programs. In all instances the HTHA shall take steps to provide opportunities to households which due to other factors such as race, religion, ethnicity, sex of head of household, age, disability or source of income would be less likely to apply for public and/ or assisted housing. The HTHA shall be in compliance with the Local Housing Plan of any local, county or state Comprehensive Housing Affordability Strategy (CHAS) pursuant to Section 24 CFR, Part 91, and the CHAS shall have the housing authorities plans incorporated within.

2.0 ADMISSIONS POLICY

2.1 Criteria for Admission

In compliance with its statement of purpose and objectives, and in adherence to its policy of achieving a socially and economically viable tenant body, this Authority, through its tenant selection process, has determined that it will accept for admission to its public housing developments only applicants who at the time of application meet all of the following

requirements: (note that procedures for the implementation of these criteria are discussed in Section 2.4 and criteria for denial of admission are discussed in Section 3.0 below).

- 2.1.1 Have demonstrated satisfactorily by past performance the ability to pay such monthly rent as would be determined according to the Authority's rent policy.
- 2.1.2 Have demonstrated through acceptable references the ability to conduct themselves in a manner that will not impair the environment and/or security of other tenants residing in the development.
- 2.1.3 Have demonstrated by past performance and behavior that family members are likely to obey all rules and regulations as embodied in the tenant's lease, as well as the rules and regulations embodied herein.
- 2.1.4 Have demonstrated by past behavior that family members will take affirmative action to maintain both the apartment they are seeking to lease as well as the common area of the development in which the apartment is located in a safe, healthy and sanitary condition.
- 2.1.5 In the event, however, that in the course of soliciting relevant information that will help determine the suitability and eligibility of any individual applicant as a potential public housing resident, any unfavorable information is received with respect to the applicant, the Authority shall consider such factors as might indicate a reasonable probability of favorable future conduct or financial prospects such as 1) evidence of rehabilitation or 2) evidence of participation in or willingness to participate in social service or other appropriate counseling service programs offered by the community at large.

However, the above criteria **will not** be employed to deny admission to potential residents on the basis of race, creed, color, national origin, marital status, and other factors enumerated in Title VI of the Civil Rights Act of 1968.

While the Housing Authority envisions itself as being responsive to the community's needs for low-income housing, it cannot accommodate all emergency cases because of limited resources and its obligation to adhere to the standards set forth herein. However, its tenant selection process will aim at achieving these objectives by adhering to the criteria established herein.

- 2.1.6 Verification Requirements. The following items of information are subject to verification by the Authority to determine eligibility and rent:

- a) Income. The Authority will use the following to verify income:

- (1) Third party verification through an employer or public agency.
- (2) Review documentation provided by the family such as benefit checks, income tax returns, etc.
- (3) Verification of public assistance from the governmental entity supplying it.

All copies of such information shall be kept in the applicant's file.

- b) Assets. The Authority will review all savings and checking account bankbooks, newspaper stock quotations; local government assessed property values, tax returns, etc. The applicant will also be responsible for completing an "Asset Disposition" Form.
- c) Family Size and Composition. The Authority will rely on the declaration of the applicants related to family size, composition and the relationship among the family members.
- d) Age of Family Members. The Authority will request that birth certificates be provided to verify age.
- e) Marriage Certificate. If a marriage certificate is not available the following information is acceptable:
 - (1) Drivers license that displays the same address and last names.
 - (2) Federal tax forms that indicate that the family filed taxes as a married couple during the last tax reporting period.
 - (3) Other acceptable forms of documentation of marriage would include any document that has been issued by a federal, state, or local government and indicates that the individuals are living as a married couple. Couples that are living under common law can provide the same information as listed above to document that they are living together.
 - (4) The couple must also certify on their application for admissions that they are married.

f) Separation or Divorce. If an applicant is divorced or separated and has a child or children by that spouse the applicant must provide one of the following verifications:

(1) A Final divorce decree. (Applies to individuals who are divorced and are not separated and is the only documentation accepted for individuals that are divorced.

(2) Receiving court-ordered child support from former spouse.

(3) Verification that applicant is pursuing child support through the courts or probation department.

(4) If applicant is receiving personal child support, then applicant can make arrangements to have the child support paid through the court system, usually the probation department.

(5) Receipt of TANF (Temporary Assistance to Needy Families) through the municipal or county Department of Human Services for former spouse's children.

(6) Income tax statement from both the husband and wife showing that they each filed separately.

(7) A written statement from an attorney certifying that a suit for divorce has been filed.

(8) A written statement from an abuse shelter, law enforcement agency, social service agency that the applicant needs housing due to physical abuse.

- g) Displacement Status. The Authority will verify the applicant's displacement status by contacting the municipal office responsible for this action.
- h) Unemployment Compensation or Veterans benefits.
- i) Non-Economic Selection Criteria. The Authority will make use of credit checks. Home visits by Authority's staff, court and police records, and references of prior landlords to obtain this information.
- j) Handicap or Disability. A physician's certificate verifying the handicap or disability may be required. In addition, verification by a clinic, hospital, welfare agency, the Social Security Administration, vocational rehabilitation agencies, and similar sources will be acceptable.
- k) Social Security Numbers. The Authority will require Social Security numbers for each family member. If the Applicant cannot provide his/her social security number, other documents listed below **showing the social security number** may be used for verification. They may be used only until a valid social security card can be provided. these additional documents are as follows:

- (1) Driver's license that shows the social security number.
- (2) Identification card issues by a federal, state or local agency.
- (3) Identification card issued by an employer or trade union.
- (4) Identification card issued by a medical insurance company.
- (5) Earnings statements or payroll stubs.
- (6) Bank statements
- (7) IRS Form 1099 or W-2 form.

- (8) letters from government agencies. Benefit award
- (9) Medicaid Cards
- (10) benefit letter. Unemployment
- (11) letter. Retirement benefit
- (12) policies. Life insurance
- (13) as real estate, tax notices, marriage and divorce judgement or bankruptcy records. Court records such
- (14) social security benefits with the Social Security Administration. Verification of

If the HTHA verifies social security benefits with the Social Security Administration, the acceptance of the SSN by the Social Security Administration may be considered documentation of its validity.

- l) Eligible Citizenship Status. The Authority requires verification of eligible citizenship status in the form of birth certificates, passports, permanent residency cards, etc.

All information obtained from the applicant concerning eligibility will be verified when a suitable dwelling is expected to be available.

2.1.7 Confidentiality. All records concerning an applicant or Tenant are strictly confidential.

- a) All applicants applying for public and/or assisted housing shall complete and execute a Federal Privacy statement that states under what conditions HUD will release Tenant information. Requests for information concerning a specific Tenant must be in writing and accompanied by a signed release request before the HTHA will release any information.

- b) All applicants applying for public and/or assisted housing shall complete and execute release for information form. This form will enable the HTHA to obtain information regarding the applicant. Such information will be used solely in determining eligibility and suitability for admission.

2.2 Specific Standards of Eligibility

2.2.1 Eligibility for Admission. Applicants to be admitted into the Authority's low-income housing must satisfy all of the following additional requirements:

- a) Qualify as a family as defined in Section 10.0.
- b) Have a total family income, less enumerated deductions, which cannot exceed the maximum income limits for admission as set forth in Exhibit A.
- c) Agree to complete an orientation program prior to occupancy. This program will be arranged pending the Authority's financial capability to do so, and its ability to provide the necessary staff for such a program.

2.2.2 Preference in Selection of Tenants. In selecting applicants for assistance in public housing, Haddon Township residents will be given preference at all times. A resident is defined as follows:

- a) An applicant who resides in Haddon Township at the time they submit their application.
- b) A senior citizen who is the parent of a Haddon Township resident who has lived in the municipality for at least two years.

No requirement or preference may be based upon the identity or location of the housing that is occupied by the applicant, nor upon the length of time the applicant has resided in Haddon Township.

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

Any Haddon Township resident who is on the waiting list and subsequently moves out of the Haddon Township will maintain their position on the waiting list.

2.3 Continued Occupancy Limits

The Housing and Community Development Act of 1974 completely eliminated the concept of continued occupancy income limits for public housing residents.

In addition, the Authority as per Exhibit C has adopted ceiling rental limits. However, if it is determined that a family's income is in excess of the income limits set for new admissions, the Authority will determine whether the family is a family of low-income in accordance with its standards and criteria for continued occupancy. If the Authority determines that the family is not a low-income family, the Authority, as provided in 24CFR Section 860.6, will not commence eviction proceedings or refuse to renew a lease based upon the income of the tenant family unless it has identified for possible rental by the family a unit of decent, safe and sanitary housing of suitable size available at a rent not exceeding 30% of adjusted income as defined by this policy.

2.4 Related Procedures – Process of Applying for Admission

In order to insure that very low-income families are not discriminated against, it shall be the policy of this Authority to admit not less than 40% of all families with incomes at or below 30% of the area median income in accordance with the Income Targeting provisions of the Quality Housing and Work Responsibility Act of 1998.

The Authority shall obtain a written application signed by a responsible adult member of the family. This application shall set forth all data and information necessary to enable the Authority to determine whether or not the family meets the conditions for admission or continued occupancy.

All applications received shall be dated and maintained in the central office by the tenant selection staff. Each application shall be assigned an appropriate place on a community-wide basis in sequence based upon date the application is received, suitable type and size of unit and factors affecting preference or priority established by the

Authority, not inconsistent with the objectives of Title III of the Civil Rights Act of 1964 and the HUD regulations and requirements pursuant thereof.

Eligible families on the waiting list must contact the Authority immediately if any change in family composition, income or factors affecting preference should occur.

Suitable vacancies arising at a given time at any location shall be offered to the eligible applicant first in sequence at such time. If the applicant offered the available apartment refuses, they will be given another choice if one exists. If another unit is not available, then the applicant will be given a second offer as soon as one becomes available. If the applicant rejects the second offer, they will be moved to the bottom of the eligible applicant list.

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

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

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

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

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

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

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

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

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

The advertisement shall contain the following:

- The HA will publish the date applications will be accepted and the location where applications can be completed. If the HA anticipates suspending the taking of applications after a period of time, the date of acceptance and closing of applications must be published.
- Advise families that applications will be taken at the designated office;
- Briefly describe the Public Housing program; and
- State that applicants for Public Housing must specifically apply for the Public Housing Units and that applicants for Public Housing may also apply for to the Section 8 Program, if applicable, and they will not lose their place on the Public Housing waiting list if they also apply for Section 8 assistance. For this to be applicable the HA must have a Section 8 Program and be accepting applications for Section 8 assistance.

- To reach persons who cannot read the newspapers, the HA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

2.5 Non Compliance with Housing Authority Schedule of Appointments and Submission of Documents

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

- Complete Application
- Bringing in Verification Information
- Briefing prior to Occupancy
- Leasing Signature
- Inspections
- Recertification
- Interim Adjustment
- Other Appointments or Requirements to Bring in Documentation as Listed in this Plan
- Scheduled Counseling Sessions
- Move-In appointments

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

If the family does not appear or call to reschedule the appointment(s) required, the HA may begin termination procedures. The applicant or tenant will be given an opportunity for an informal meeting or hearing, as appropriate pursuant to the grievance process. Only Tenants are afforded a grievance. The grievance procedures do not apply to applicants.

If the representative of the HA and/or Hearing Officer makes a determination in favor of the applicant/tenant, the HA will comply with decision unless the applicable provisions of the Grievance Procedure is applicable to the hearing officers decision.

Letters Mailed to Applicants by the HA: - If an applicant claims they did not receive a letter sent by the Authority which requested information from the applicant or to have

them attend an interview, the HA will determine whether the letter was returned to the HA. If the letter was not returned to the HA, the applicant will be assumed to have received the letter.

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

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

2.6 Notification of Applicants

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

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

2.6.2 An ineligible applicant will be notified of the basis for the determination and will be provided upon a written request within ten (10) days after the determination with an opportunity for an informal meeting. The authority will hold this informal meeting within ten (10) days of the request. The person designated by the authority to conduct the informal meeting shall be an impartial person appointed by the authority other than the person who made the initial determination under review. The meeting shall be conducted in accordance with applicable HUD and housing authority rules. The hearing officer shall return a decision within ten (10) days of the meeting. The housing authority's grievance procedure applies only to residents. It does **not apply** to applicants.

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

2.7 Deconcentration

Section 513 of the Quality Housing and Work Responsibility Act of 1998 makes several amendments to Section 16 with respect to deconcentration of poverty and income targeting. The housing authority will make every effort to provide for

deconcentration of poverty and income-mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects whenever possible.

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

2.8 Misrepresentation by the Applicant or Tenant

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

3.0 CRITERIA FOR DENIAL OF ADMISSION

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

- 3.1** Have demonstrated unsatisfactorily by past performance the ability to pay such monthly rent as would be determined according to the Authority's rent policy.
- 3.2** Have demonstrated through unacceptable references the ability to conduct themselves in a manner that will not impair the environment and/or security of other tenants residing in the development.
- 3.3** Have demonstrated by past performance and behavior that family members are unlikely to obey all rules and regulations as embodied in the tenant's lease, as well as the rules and regulations embodied herein.

- 3.4** Have demonstrated by past behavior that family members will not maintain both the apartment they are seeking to lease as well as the common area of the development in which the apartment is located in a safe, healthy and sanitary condition.
- 3.5** The housing authority will not assist a family if they owe rent; other amounts or have judgements to any housing authority or any other federal subsidized housing program.
- 3.6** The housing authority will not assist a family if they have previously vacated a public or assisted housing unit in violation of the terms of their lease.
- 3.7** Have been previously evicted from public housing.
- 3.8** Have committed acts that would constitute fraud in connection with any federal housing program.
- 3.9** Did not provide information required within the specified timeframe as outline in Section 2.5 above.
- 3.10** Has been convicted of a drug-related criminal offense or violent criminal activity. The HTHA shall deny admission to a family that contains a member of the household who is subject to the lifetime registration for sex offenders.
- 3.11** If the authority determines that a person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other Tenants. The authority **may** waive this requirement if:
- 3.11.1** The person demonstrates to the authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
- 3.11.2** Has successfully completed a supervised drug or alcohol rehabilitation program;
- 3.11.3** Has otherwise been rehabilitated successfully; or

- 3.11.4 Is participating in a supervised drug or alcohol rehabilitation program.
- 3.12 Has a history of criminal activity involving crimes of physical violence to persons or property and other criminal activities that may adversely affect the health, safety and welfare of other Tenant.
- 3.13 Intentional misrepresentation of verification information as outlined in Section 2.8 above.
- 3.14 Section 2.4. If this information is used to deny admission the authority will provide a copy of the information used in its determination in accordance with the Criminal Records Management Policy.

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

4.0 RENT POLICY

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

- (a) 30% of family monthly adjusted income up to \$825
- (b) 10% of family monthly gross income up to \$825
- (c) Welfare assistance specifically designated for rent
- (d) \$50.00 minimum monthly rent

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

4.1 Rent Collection

Rents are due and owing in advance by the first of each month, payable at the Housing Authority offices. A late charge of \$20.00 will be imposed upon any tenant who fails to pay rent in full by the 5th day of the month. No partial payments will be accepted.

4.2 Security Deposits

All residents of low-income public housing units will be responsible for maintaining with the Housing Authority a security deposit equal to one month's rent or a \$100 minimum-security deposit. Security deposits will be held in an interest bearing account on behalf of the tenant. In accordance with New Jersey State law, interest generated on behalf of the tenant in their security deposit account shall be rolled over from year to year. The total security deposit, including all interest, shall be distributed to the resident upon vacating their unit. The security deposit and interest shall have deducted from it any costs for damages, utilities or other outstanding balances.

4.3 Reserved

4.4 Minimum Rent Hardship Exemptions - As per Lease Section 4 (f)

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

- 4.4.1** The family has lost eligibility for, or is awaiting an edibility determination for a federal, state or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and naturalization act who would be entitled to public health benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
- 4.4.2** The family would be evicted as a result of the implementation of the minimum rent.
- 4.4.3** The income of the family has decreased because of changed circumstances, including loss of employment.
- 4.4.4** A death in the family has occurred which affect the family circumstances.
- 4.4.5** Other circumstances which may be decided by the HTHA on a case-by-case basis.

All of the above must be proven by the Tenant providing verifiable information in writing to the HTHA prior to the rent being delinquent and before the lease is terminated by the HTHA. If Tenant requests a hardship exemption under this section, and the HTHA

reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety-day period beginning upon the making of the formal request for the exemption. A Tenant may not be evicted during the ninety-day period for nonpayment of rent. In such a case, the Tenant thereafter demonstrates that the alleged hardship is of a long-term nature and not temporary, the HTHA shall retroactively exempt the Tenant from the minimum rent requirement for the ninety-day period past. This paragraph does not restrict nor prohibit the HTHA from taking legal action to evict the Tenant for other violations of the lease.

5.0 OCCUPANCY STANDARDS

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

<u># Bedrooms</u>	<u>Minimum # Persons</u>	<u>Maximum # Persons</u>
0	1	1
1	1	2

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

- 5.1** Tenants shall not be transferred to a dwelling unit of equal size, whether within a complex or between sites, except for alleviating hardships as determined by the Board and the Executive Director.
- 5.2** If, per the occupancy standards, the size of the dwelling unit is no longer appropriate to tenant’s needs, that tenant will be required to move to another available unit of appropriate size of tenant’s choice within the project site where the tenant presently resides. The tenant will be required to move to an available unit of appropriate size in another site if such units are not required for tenants already residing at this site. If, however, the tenant refuses such appropriate accommodations, their lease may be terminated. In addition, the tenant may be required to vacate the apartment if a Housing Certificate or Voucher is available. The Authority shall employ provisions contained in the lease with respect to moving expenses.

6.0 LEASING OF DWELLING UNITS

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

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

6.1 Visitors

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

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

6.2 Senior Tenants

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

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

6.3 Transfers

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

- Increase or decrease in family size that creates overcrowding or underutilizing of the unit.
- Upon the request of a resident to move from an efficiency to a one bedroom apt.
- Family whose member becomes disabled, or when a disabled member no longer lives in the unit.
- To avoid vacancy loss and other expense due to unnecessary transfers.

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

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

6.3.1 Types of Transfers :

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

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

Convenience Transfers: The Executive Director or his/her designee may at

his/her discretion permit a transfer to another housing community or public housing facility for the convenience of the tenant for good cause. However, the cost of the transfer shall be borne by the tenant. A "Transfer Charge" list is posted in the HA offices and is based on our contract price for maintenance and an administrative charge of \$150 for processing the transfer. The transfer charge list is updated annually by the HA. The HA will charge the actual cost of the transfer, which includes the administrative cost, the cost of preparing the unit for re-rental and, if applicable, a penalty for not turning in the keys to the old unit within 3 days of the transfer. The tenant is allowed a period of 3 days to move and turn in the keys to the old unit without being charged a penalty. If the move takes more than 3 days and the keys are not turned in the tenant will be charged a penalty of \$50 per day for each day the keys are not turned in to the HA. Prior to the transfer the Landlord will perform an inspection on the current unit to determine the amount of charges the tenant will be required to pay as a result of tenant caused damages, if any. All transfer charges must be paid at the time the tenant signs his/her lease and receives the keys for the new unit. The Landlord will perform a final inspection, with the tenant, on the unit that the tenant transferred from, after the keys are turned in, and a final determination will be made by the HA staff as to additional charges that may be due the HA. For example, the tenant may not have cleaned the unit properly and/or damaged the unit during the moving process. If there are any charges that are due the HA, as a result of this inspection, the tenant must pay for these damages within fourteen (14) days of written notice from the HA. The tenant must sign a transfer agreement after the HA has authorized the transfer and prior to the transfer.

Request for transfers for convenience must be made, in writing, to the HA at the tenant's residential office stating the reason for the requested transfer. The HA will issue a decision within thirty (30) calendar days of receipt of the request, and if approved, provide the tenant with a list of the charges that will be the tenants responsibility to pay prior to the transfer.

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

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

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

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

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

6.3.2 Transfer Procedures: - The HA shall:

Alternate moving in a family from the waiting list and the transfer list. The HA reserves the right to temporarily suspend unit transfers at times of excessive vacancies as determined by the HA.

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

Notify residents by letter of their pending transfer.

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

Issue final offer of vacant apartment as soon as vacant apartment is identified.
Issue notice to transfer as soon as vacant apartment is available for occupancy.

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

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

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

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

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

6.4 Moving/Storage Expenses

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

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

6.5 Interim Re-examinations

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

- 6.5.1 Changes in rent shall be made by submitting a Recertification Application, verifying new income and/or family members and executing a rider to the lease. This rider must be dated and signed by both the Authority and the Tenant. A copy will be given to the tenant and the original shall be kept in the Authority's office.
- 6.5.2 Changes in the primary lessee shall cause a new lease to be made for the apartment.
- 6.5.3 If, through any cause, the signer of the lease ceases to be a resident member of the family, the lease will be voided and a new lease executed. A remaining member of the family who can qualify as a lessee will sign this new lease. If, nevertheless, no member is qualified to sign a new lease, the existing lease will be voided and the family will be required to vacate.
- 6.5.4 Cancellation of a tenant's lease will be made in accordance with the provisions of the lease attached hereto.

If, during the tenure of a lease agreement, a tenant requests the addition of a family member to the lease, the Authority will follow the same procedure when reviewing this individual's suitability for the public housing as it follows when reviewing the initial applicant. The review of this individual will include all of the items as outlined in Section 2.0 of the Admissions and Occupancy Policy.

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

7.0 SMOKING POLICY

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

- entrance vestibule
- entrance lobby
- community room
- arts and crafts room
- laundry room

- hallways
- elevators

8.0 PARKING POLICY

It is the position of the Authority that all on-site parking is a privilege and is reserved only for tenants who are listed on the lease.

9.0 PET POLICY

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

10.0 ANNUAL RECERTIFICATION

At least once each year, or as requested by the Authority, tenant households must furnish such accurate information regarding family composition, employment and household income as may be necessary to make a determination with respect to rent, eligibility and the appropriateness of the unit size. Required verification may include, but is not limited to, earning reports from employers, copies of state and federal income tax returns of all household members, W-2 forms, bank statements, etc.

Approximately three months prior to a lease renewal date, the Authority will send a notice informing the tenant of the requirements necessary to recertify and renew the lease. An interview must be scheduled and all documentation requested by the Authority must be submitted on or before the first of the month before the lease expires. If, by that date, the tenant has not scheduled an interview nor provided the necessary documents, a notice will be sent to the tenant giving them 10 days to provide the required information in accordance with the lease. The notice will also inform the tenant that failure to provide the required information will result in termination of the lease. If the tenant fails to respond within 10 days, a 30-day Notice to Quit will be sent to the tenant.

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

The tenant is to be notified in writing of any changes required in rent or unit occupied and of any misrepresentations or lease violations revealed by the recertification and the corrective action that must be taken.

11.0 INSPECTIONS

11.1 Initial Inspection at Move-In

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

11.2 Inspection at Move-Out

Prior to move-out, the housing authority and the Tenant shall perform a walk-through of the unit to determine its condition at time of move-out. A written inspection report shall be prepared by the housing authority and signed by the Tenant. This inspection report shall document any and all conditions within the unit prior to move-out. Any security deposit shall be used to offset any damages recorded. It is the Tenant's responsibility to pay for any repairs to the unit due to their actions.

11.3 Annual Inspections

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

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

11.4 Emergency Inspections

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

11.5 Random Inspections

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

12.0 INTERIM RECERTIFICATION

If it is not possible, through no fault of the tenant at the time of regular recertification, to determine annual family income with any reasonable degree of accuracy, a temporary determination of income and rent will be made and an interim recertification scheduled for within 30 days. The tenant will be notified in writing of the date of the special recertification.

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

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

Any change in family income of \$40.00 per month or more or family composition must be reported to the Authority within 10 days of its occurrence. Failure to do so will be grounds to terminate the lease.

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

- Tenant can show a change in their circumstances (such as a decline in income) which would justify a reduction in rent pursuant to the Schedule of Rents or such other circumstances as would create a hardship situation.

- Tenant commences to receive public assistance or assistance is terminated.
- It is found that a tenant has misrepresented the facts upon which rent is based so that the rent owed is less than it should be. The increase in rent will be retroactive.

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

13.0 TERMINATION OF THE LEASE

See Lease, Section 12. In the event the Authority is forced to institute legal action for eviction, the tenant will be responsible for any legal costs incurred by the Authority. In the event the Authority is forced to institute legal action for eviction and the tenant is evicted, the tenant shall be responsible for any reasonable legal and court costs incurred by the Authority.

14.0 DEFINITION OF TERMS

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

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

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

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

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

Section 223 of the Social Security Act defines disability as:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a) They lack a fixed, regular and adequate residence.

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

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

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

- a) Is determined by the HTHA to be essential to the care and well being of the person(s).

- b) Would not be allowed to live in the unit except to provide support for the person(s). The income of the live-in aide is not included in the family income.

- c) Is not obligated for support of the person(s).

Lower Income Family. A family whose annual income does not exceed 80% of the median income for the area as determined by HUD with adjustments for family size. HUD may establish income limits higher or lower than 80% of median income for the areas on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

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

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

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

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

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

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

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

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

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

Single Person. A person living alone or intending to live alone and who does not qualify as an elderly family, displaced person, or the remaining member of a tenant family. (No PHA may

admit single persons to any housing assisted under the Act without an authorization by HUD as provided in 24CFR Section 812.3.)

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

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

15.0 INCOME DEFINITIONS

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

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

Ceiling Rent. A maximum rent to be charged on a dwelling unit irrespective of the income of the family residing within the unit. This shall be established in accordance with HUD regulations and approved by the Board of Commissioners. This shall encourage mixed income developments and working families to reside in public housing.

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

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

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

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

- a) Casual, sporadic and irregular gifts and amounts which are specifically received for, or are a reimbursement of, the cost of illness or medical care.
- b) Lump-sum additions to family assets such as, but not necessarily limited to, inheritances, insurance payments, worker's compensation, capital gains, and settlements for personal or property losses.
- c) Amounts of education scholarships paid directly to the student or the educational institution and amounts paid by the United States Government to a veteran for use in meeting the cost of tuition, fees, books, to the extent that such amounts are so used. Any amounts of such scholarships or payments to veterans not used for the above purpose that are available for subsistence are to be included in income, as well as the hazardous duty pay to a family member in the Armed Forces away from home and exposed to hostile fire.
- d) Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
- e) The value of the coupon allotments for the purchase of food in excess of the amount actually charged an eligible household pursuant to the Food Stamp Act of 1977.
- f) Payments received by participants or volunteers in programs pursuant to the Domestic Volunteer Service Act of 1973.
- g) Payments received by participants in other publicly assisted programs as reimbursement for out-of-pocket expenses incurred, e.g. special equipment, clothing, transportation, reimbursement for child care, etc. which are solely to allow participation in a specific program and cannot be used for other purposes.
- h) Income of a live-in aide as defined above.
- i) Income from employment of children (including foster children) under the age of 18 years.
- j) Payments received for the care of foster children.
- k) Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Act.

- l) Payments received from the Job Training Partnership Act.
- m) Payments from Programs under Title V of the Older Americans Act of 1965.
- n) Payments received under the Alaska Native Claims Settlement Act.
- o) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes.
- p) Income derived from the disposition of funds of the Grand River band of Ottawa Indians.
- q) The first \$2,000 of per capita shares received from judgement funds awarded by the Indians Claims Commission or the Court of Claims or from funds held in trust for an Indian tribe by the Secretary of the Interior.
- r) Payments or allowances made under the Department of Health and Human Services for Low Income Home Energy Assistance Program.
- s) Reparation payments made by foreign governments in connection with the Holocaust.
- t) Amounts received under training programs funded by HUD.
- u) Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
- v) Amounts received by participants in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.
- w) For taxable years after December 31, 1990, the earned income tax credit refund. Effective Date: July 25, 1994.
- x) The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the U.S. Housing Act of 1937, or any comparable Federal, State, or local law during the exclusion period. For purposes of this paragraph, the following definitions apply:

Comparable Federal, State or Local Law means a program providing employment training and supportive services that:

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

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

- y) A resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for the HA, on a part-time basis, that enhances the quality of life in public housing. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No Resident may receive more than one such stipend during the same period of time.
- z) Compensation from State or local employment training programs and training of a family member as resident Management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the HA.
- aa) For all initial determinations and reexaminations of income carried out on or after April 23, 1993, reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
- bb) Earning in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse).
- cc) Adoption assistance payments in excess of \$480 per adopted child.

- dd) Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment received on or after October 28, 1992.
- ee) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
- ff) Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

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

Gross Rent. Contract rent plus the amount of any applicable allowance for tenant-supplied utilities.

Monthly Adjusted Income. Adjusted income divided by 12.

Monthly Income. Annual gross income divided by 12.

Net Family Assets. Value of equity in real property, savings, stocks, bonds and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.) In determining net family assets, the Authority shall include the value of any assets disposed of by an applicant or 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 recertification, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Public Housing Agency. Any state, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for lower income families.

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

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

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

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

- a) The full amount, before any payroll deductions, of wages and salaries, including compensation for personal services such as commissions, fees, tips, bonuses, and cash payments.
- b) Net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine net income from a business.
- c) Interest, dividends, and net income of any kind of real or personal property. Where the family has net assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net assets or a percentage of the value of such assets based on the current rate as determined by HUD.
- d) The full amount received from annuities, periodic payments from insurance policies, retirement income, pensions, periodic benefits for disability or death and other similar types of periodic receipts.
- e) Payments in lieu of earnings, such as unemployment and disability compensation, social security benefits, worker's compensation and termination wages.
- f) Welfare assistance payments.
- g) Periodic and determinable allowances, such as alimony, child support and regular contributions or gifts, including amounts received from any persons not residing in the dwelling unit.

- h) All regular pay, special payments and allowances, such as longevity, overseas duty, rental allowances, allowances for dependents, etc. received by a member of the Armed Forces, with the exception of hazardous duty pay.
- i) Payments to head of household for the support of a minor, or payments nominally to a minor for their support, but control for their benefit by the head of household or a resident family member other than the head, who is responsible for their support.
- j) Veterans Administration compensation (Service connected disability or death benefits)
- k) Any earned income tax credit to the extent it exceeds income tax liability.

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

Total Tenant Payment (TTP). This amount is the family must pay per month. It may be either the minimum rent of \$ 50.00 or:

- a) For the public housing program, the TTP must be the greater of
 - (1) 30 percent of family monthly adjusted income;
 - (2) 10 percent of family monthly income;
 - (3) \$ 50.00 which is the minimum rent set by the HTHA, or
- b) The ceiling rent. The resident may elect the ceiling rent in lieu of the rent calculated in paragraph "a" above.

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

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

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

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

Very Low Income Family. A Lower Income Family who's Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for family size. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

Welfare Assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded separately or jointly, by federal, state or local governments.

16.0 ATTACHMENTS

- Exhibit A: Income Limits for Admission
- Exhibit B: Lease
- Exhibit C: Ceiling Rent Limits
- Exhibit D: Use of Housing Authority Public Spaces
- Exhibit E: Pet Policy

**HOUSING AUTHORITY OF THE
TOWNSHIP OF HADDON**

**ADMISSIONS, OCCUPANCY AND RENTAL
POLICY**

**ADOPTED BY THE BOARD OF COMMISSIONERS
September 21, 1999**

Operating Budget

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

OMB approval No. 2577-0026 (exp 10/31/97)

Public Reporting Burden for this collection of information is estimated to average 116 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600 and to the Office of Management and Budget, Paperwork Reduction Project (2577-0026), Washington, D.C. 20503. Do not send this completed form to either of the above addresses.

a. Type of Submission <input checked="" type="checkbox"/> Original <input type="checkbox"/> Revision No.:		b. Fiscal Year Ending 12/31/2001	c. No. of Months (check one) <input checked="" type="checkbox"/> 12 Mo. <input type="checkbox"/> Other (specify)	d. Type of HUD assisted project(s) 01 <input checked="" type="checkbox"/> PHA/IHA-Owned Rental Housing 02 <input type="checkbox"/> IHA Owned Mutual Help Homeownership 03 <input type="checkbox"/> PHA/IHA Leased Rental Housing 04 <input type="checkbox"/> PHA/IHA Owned Turnkey III Homeownership 05 <input type="checkbox"/> PHA/IHA Leased Homeownership
e. Name of Public Housing agency / Indian Housing Authority (PHA/IHA) Housing Authority of the Township of Haddon				
f. Address (City, State, Zip Code) 25 Wynnwood Avenue, Westmont, NJ 08108-2740				
g. ACC Number NY-497		h. PAS / LOCCS Project Number. NJ 06400101 D		i. HUD Field Office New Jersey Regional Office

j. No. of Dwelling Units 100	k. No. of Unit Months Available 1200	m. No. of Projects 1	
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Line No.	Acct. No.	Description (1)	Actuals Last Fiscal Year 1999 PUM (2)	[x] Estimate [] or Actual Current Budget Year PUM (3)	Requested Budget Estimates			
					PHA / IHA Estimates		HUD Modifications	
					PUM (4)	Amount (to nearest \$10) (5)	PUM (6)	Amount (to nearest \$10) (7)
Homebuyers Monthly Payments For:								
010	7710	Operating Expense						
020	7712	Earned Home Payments						
030	7714	Nonroutine Maintenance Reserve						
040	Total	Break - Even Amount (sum of lines 010, 020, and 030)						
050	7716	Excess (or deficit) in Break - Even						
060	7790	Homebuyer Monthly Payments - Contra						
Operating Receipts:								
070	3110	Dwelling Rental	233.29	238.31	220.47	264,564		
080	3120	Excess Utilities	12.36	7.92	7.92	9,500		
090	3190	Nondwelling Rental	25.46	25.75	26.00	31,200		
100	Total	Rental Income (sum of lines 070, 080, and 090)	271.11	271.98	254.39	305,264		
110	3610	Interest on General Fund Investments	3.18	4.63	3.53	4,241		
120	3690	Other Income		2.25	2.25	2,700		
130	Total	Operating Income (sum of lines 100, 110, and 120)	274.29	278.85	260.17	312,205		
Operating Expenditures - Administration:								
140	4110	Administrative Salaries	27.70	23.59	25.75	30,903		
150	4130	Legal Expense	2.50	3.83	3.83	4,600		
160	4140	Staff Training	5.96	3.33	3.33	4,000		
170	4150	Travel	1.13	0.83	0.83	1,000		
180	4170	Accounting Fees						
190	4171	Auditing Fees	7.92	8.17	8.41	10,094		
200	4190	Other Administrative Expenses	49.62	51.68	51.68	62,020		
210	Total	Administrative Expense (sum of line 140 thru line 200)	94.83	91.44	93.85	112,617		
Tenant Services:								
220	4210	Salaries	18.30	17.48	16.08	19,297		
230	4220	Recreation, Publications and Other Services	1.66	2.00	2.00	2,400		
240	4230	Contract Costs, Training and Other	-	-	-			
250	Total	Tenant Services Expense (sum of lines 220, 230, & 240)	19.96	19.48	18.08	21,697		
Utilities:								
260	4310	Water	15.94	13.57	14.97	17,958		
270	4320	Electric	52.35	47.95	47.43	56,918		
280	4330	Gas	20.43	17.93	17.37	20,847		
290	4340	Fuel		-	-			
300	4350	Labor		-	-			
310	4390	Other utilities expense	30.45	30.42	30.42	36,500		
320	Total	Utilities Expense (sum of line 260 thru line 310)	119.17	109.86	110.19	132,223		

Haddon Township Housing Authority

Grievance Procedure

I. PURPOSE

This grievance procedure has been adopted to provide a forum and procedure for tenants to seek the just, effective and efficient settlement of grievances against the Haddon Township Housing Authority (HTHA).

II. GOVERNING LAW

The Law governing this grievance procedure is Section 6(k) of the U.S. Housing Act of 1937 (42 U.S.C. Sec. 1437d(k) and subpart B of 24 CFR part 966 CFR secs. 966.50 - 966.57).

III. APPLICABILITY

In accordance with applicable federal regulations, this grievance procedure shall be applicable to all individual grievances (as defined in Section IV below) between Tenant and the HTHA with the following two **exceptions**:

- A. This grievance procedure is **not applicable** to disputes between Tenants not involving HTHA, or to class grievances involving groups of Tenants. Also, this grievance procedure is not intended as a forum for initiating or negotiating policy changes between Tenants, or groups of tenants and HTHA's Board of Commissioners.
- B. HUD has issued a due process determination that the law of the State of New Jersey requires that the Tenant be given the opportunity for a hearing in court which provides the basic elements of due process (as defined in Section IV below) before the Tenant can be evicted from a dwelling unit. Pursuant to the HUD due process determination, the HTHA has elected that this grievance procedure shall **not be applicable** to any termination of tenancy or eviction that involves:

- i. Any criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises of other residents or employees of HTHA, or
- ii. Any drug related criminal activity on or near such premises.

In cases involving these criminal activities, the HTHA may evict the occupants of the dwelling unit through a judicial eviction without following the grievance procedure outlines in this document. In these cases, the eviction proceeding will be brought in the Special Civil Part of the Superior Court, Law Division, pursuant to the New Jersey statutes annotated 2A: 1 8-61.1 et.seq.

IV. DEFINITIONS

The following definitions of terms shall be applicable to this grievance procedure:

- A. **Grievance:** Any dispute which a Tenant may have with respect to an action or a failure to act by the HTHA in accordance with the individual Tenant's lease or HTHA regulations which adversely affect the individual Tenant's rights, duties, welfare or status.
- B. **CFR:** The Code of Federal regulations, which contains the federal regulations governing this grievance procedure.
- C. **Complainant:** Any Tenant (as defined in this section below) whose grievance is presented to the central office of the HTHA located at 25 Wynnwood Ave., Westmont, NJ 08108, in accordance with the requirements set forth in this procedure.
- D. **Drug-related criminal activity:** The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sale, distribute or use of a controlled substance, as defined in sec 102 of the Controlled Substances Act (21 U.S.C. sec. 802) as from time to time amended.
- E. **HTHA or "Authority":** The Haddon Township Housing Authority, at 25 Wynnwood Ave., Westmont, NJ 08108, a corporate body organized and existing under the laws of the State of New Jersey.

F. **Elements of due process:** The following procedural safeguards are required to be followed in an eviction action or a termination of tenancy in a state or local court:

- i. Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
- ii. Right of the Tenant to be represented by counsel;
- iii. Opportunity for the Tenant to refute the evidence presented by MHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
- iv. A decision on the merits.

G. **Hearing Officer** An impartial person selected in accordance with 24 CFR Sec. 966.55 and this grievance procedure to hear grievances and render decisions with respect thereto.

H. **Hearing panel:** A three-member panel composed of impartial persons selected in accordance with 24 CFR Sec. 966.55 and this grievance procedure to hear grievances and render decisions with respect thereto.

I. **HUD:** The United States Department of Housing and Urban Development.

J. **Notice:** As used herein, the term notice shall, unless otherwise specifically provided, means written notice.

K. **The "Regulations":** The HUD regulations contained in subpart B of 24 CFR part 966.

L. **Resident organization:** An organization of residents, which includes any resident management corporation.

M. **Tenant:** The adult person (or persons) other than a live-in aide:

- i. Who resides in the unit, and who executed the lease with MHA as lessee of the dwelling unit, or, if no such person now resides in the unit,

- ii. The person who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.

N. **Business Days:** Monday through Friday of each week, except for legal holidays recognized by the Housing Authority.

V. INCORPORATION INTO LEASES and THE PROVISION OF A COPY TO TENANT

This grievance procedure shall be incorporated by reference into all leases between Tenants and HTHA for all public housing dwellings leased by HTHA to Tenants, whether or not so specifically provided in such leases.

The HTHA shall furnish a copy of the grievance procedure to each Tenant and to resident organizations.

VI. INFORMAL SETTLEMENT OF GRIEVANCES

- A. **Initial Presentation.** Any grievance must be personally presented, either orally or in writing, to HTHA's central office, within **five business days** after the occurrence of the event giving rise to the grievance.
- B. **Informal Settlement Conference.** If the grievance is not determined by HTHA to fall within one of the two exclusions mentioned in section III B.(1) and III B.(2) above, then HTHA will, within **five business days** after the initial presentation of the grievance, informally discuss the grievance with the Complainant or Complainant's representatives in an attempt to settle the grievance without the necessity of a formal hearing. The parties to the conference shall conduct themselves in an orderly manner. If the informal settlement conference cannot occur at the time the grievance is initially presented by the Complainant, then the Complainant will be promptly notified in writing of the time and place for the informal settlement conference.
- C. **Written Summary.** Within **five business days** after the informal settlement conference, a summary of the informal discussion shall be prepared by HTHA and a copy thereof shall be provided to the Complainant. The summary shall be in writing and shall specify the names of the participants in the discussion, the date of the discussion, the nature of the proposed disposition of the grievance, and the specific reasons for such disposition. This written summary will also specify the procedures by which the Complainant may obtain a formal hearing if not satisfied by the proposed disposition of the grievance. A copy of the written summary shall also be placed in Complainant's tenant file.

VII. FORMAL GRIEVANCE HEARING

All grievances must be personally presented either orally or in writing pursuant to the informal procedure prescribed in Section VI as a condition to a formal grievance hearing under this section: **provided**, that if the Complainant shall show good cause to the hearing panel or officer for failing to proceed in accordance with Section VI, the necessity of an informal procedure may be waived by the hearing panel or officer.

The following procedures apply to the request for a formal grievance hearing under this grievance procedure:

- A. **Request for hearing:** If the Complainant is not satisfied with the results of the informal settlement conference, the Complainant must submit a written request for a formal hearing to MHA's central office, no later than **five business days** after the date Complainant receives the summary of discussion delivered as required under Section VI above.

Complainant's written request for a formal hearing must specify:

- i. The reasons for the grievance; and
 - ii. The action or relief sought by the Complainant; and
 - iii. If the Complainant so desires, a statement setting forth the times at which the Complainant will be available for a hearing during the next ten business days; and
 - iv. Complainant's preference, if any, concerning whether the grievance should be heard by a single hearing officer or by a hearing panel of three members; and
 - v. If the Complainant has failed to attend an informal discussion conference, a request that the hearing officer or panel waive this requirement.
- B. **Failure to Request A Hearing.** If the Complainant fails to request a hearing within **five business days** after receiving the written summary of the informal settlement conference, MHA's decision rendered at the informal hearing becomes final and MHA is not thereafter obligated to offer the Complainant a formal hearing; **provided** that failure to request a hearing shall not constitute a waiver by the Complainant of any right afterwards to contest in an appropriate judicial proceeding the MHA's action in disposing of the complaint.

VIII. SELECTION OF HEARING OFFICER OR PANEL

All grievance hearings shall be conducted by an impartial person or persons appointed by HTHA after consultation with resident organizations, in the manner described below:

- A. The permanent appointments of persons who shall serve as hearing officers and hearing panel members shall be governed by the following procedures:
 - i. HTHA shall nominate a slate of persons to sit as permanent hearing officers or hearing panel members. These persons may include, but will not be necessarily limited to, members of the HTHA Board of Commissioners, HTHA staff members, residents, or other responsible persons in the community. No person shall be listed on the slate of members unless such person has consented to serve as a hearing officer or on a hearing panel.
 - ii. The slate of potential appointees shall be posted in the HTHA central office and submitted to all HTHA resident organizations for written comments. Written comments must be received by HTHA within 30 days of posting and provision to the resident organizations (non business days and holidays will be counted within the 30 day period). Written comments from resident organizations shall be considered by _HA before appointments are finally made. Objection to the appointment of a person as a hearing officer or panelist must be considered but is not dispositive as to the proposed appointment with respect to which objection is made.
 - iii. On final appointment, the person(s) appointed and resident organizations shall be informed in writing of the appointments. A list of all qualified hearing officers and panelists will be kept at the central office of _HA and be made available for public inspection at any time during office hours.
- C. The designation of hearing officers or panel members for particular grievance hearings shall be governed by the following provisions:
 - i. All hearings will be held before a single hearing officer unless the Complainant (at the time of the initial request for the formal hearing) or _HA requests that the grievance be heard by panel of three members.
 - ii. Appointments to serve as a hearing officer or panelist with respect to a particular grievance shall be made by _HA in random order, subject to availability of the hearing officer or panelist to serve in each such case. _HA may employ any reasonable system for random order choice.

- iii. No member of the HTHA Board of Commissioners or staff may be appointed as hearing officer or panelist in connection with the grievance contesting an action which was either made or approved by the proposed appointee, or which was made or approved by a person under whom the proposed appointee works or serves as a subordinate.
- iv. No person shall accept an appointment, or retain an appointment, once selected as a hearing officer or hearing panelist, if it becomes apparent that such person is not fully capable of impartiality. Persons who are designated to serve as hearing officers or panelists must disqualify themselves from hearing grievances that involve personal friends, relatives, persons with whom they have a business relationship, or grievances in which they have some personal interest. Further, such persons are expected to disqualify themselves if the circumstances are such that a significant perception of partiality exists and this perception is reasonable under the circumstances. If a complainant falls to object to the designation of the hearing officer or panelists on the grounds of partiality, at the commencement or before the hearing, such objection is deemed to be waived, and may not thereafter be made.

In the event that a hearing officer or panel member fails to disqualify himself or herself as required in this grievance procedure, HTHA will remove the panel member or officer from the list of persons appointed for such purposes, invalidate the results of the grievance hearing in which such person should have, but did not, disqualify himself or herself, and schedule a new hearing with a new hearing panel or officer.

IX. SCHEDULING OF HEARINGS

A. Hearing prerequisites: A complainant does not have a right to a formal grievance hearing unless the Complainant has satisfied the following prerequisites to such a hearing:

- i. The Complainant has requested a hearing in writing.
- ii. The Complainant has completed the informal settlement conference procedure or has requested a waiver for good cause which has been granted.
- iii. If the matter involves the amount of rent which HA claims is due under the Complainant's lease, the Complainant shall have paid to HTHA in amount equal to the amount due and payable as of the first of the month

preceding the month in which the complained of act or failure to act took place. In the case of situations in which hearings are, for any reason delayed, the Complainant shall thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel. These requirements may be waived in writing by the HTHA in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure; provided, that failure to make payment shall not constitute a waiver of any right the Complainant may have to contest the HTHA's disposition of the grievance in any appropriate judicial proceeding.

B. Time, Place, Notice.

- i. Upon Complainant's compliance with the prerequisites to a hearing set forth above, a hearing shall be scheduled by the hearing officer or hearing panel promptly for a time and place reasonably convenient to both the Complainant and HTHA, not later than the **tenth business day** after Complainant has completed such compliance. (in the case of a panel, if all three appointed members of the panel are not able to agree upon a date and time convenient to all panelists, on or before the last date before the hearing permitted under this procedure, they shall immediately so inform HTHA. If two panelists can agree upon a date and time, HTHA shall reappoint a third panelist who shall be available at the time agreed upon by the two who can agree. If none of the panelists can agree upon a time, a new panel shall be appointed.)
- ii. A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the Complainant and the appropriate HTHA official, who, unless otherwise designated, shall be the executive director.

X. PROCEDURES GOVERNING HEARINGS

A. Fair Hearings.

The hearings shall be held before a hearing officer or hearing panel as described above in Section VIII. The Complainant shall be afforded a fair hearing, which shall include:

- i. The opportunity to examine before the hearing any HTHA documents, including records and regulations that are directly relevant to the hearing.

The Complainant will be allowed to copy any such document at the Complainant's expense. If HTHA does not make the document available for examination upon request by the Complainant, HTHA may not rely on such document at the grievance hearing.

- ii. The right to be represented by counsel or other person chosen as the Complainant's representative and to have such person make statements on the Complainant's behalf.
- iii. The right to a private hearing unless the Complainant requests a public hearing.
- iv. The right to present evidence and arguments in support of the Complainant's complaint, to controvert evidence relied on by HTHA and to confront and cross-examine all witnesses upon whose testimony or information the HTHA or its management relies.
- v. A decision based solely and exclusively upon the facts presented at the hearing.
- vi. In the event of a hearing by a panel, a decision made by a majority of two of the three panelists will decide the grievance.

B. Prior Decision In Same Matter.

The hearing panel or officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding.

C. Failure to Appear.

If the Complainant or HTHA fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing for a period not to exceed **five business days** or may make a determination that the party failing to attend has waived the right to a hearing. In such event, the hearing officer or hearing panel shall notify the Complainant and HTHA of the determination.

The failure to attend a grievance hearing shall not constitute a waiver of any right which the Complainant may have to contest HTHA's disposition of the grievance in an appropriate judicial proceeding.

D. Required Showing of Entitlement to Relief.

At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and afterwards the HTHA must sustain the burden of justifying HTHA's action or failure to act against which the complaint is directed.

E. Informality of Hearing.

The hearing shall be conducted informally by the hearing officer or hearing panel, and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

F. Orderly Conduct Required.

The hearing officer or hearing panel shall require HTHA, 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 or hearing panel 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.

G. Transcript of Hearing.

The Complainant or HTHA may arrange in advance, and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

H. Accommodation to Handicapped Person.

_HTHA must provide reasonable accommodation for persons with disabilities to participate in grievance hearings. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

XI. DECISION OF THE HEARING OFFICER OR HEARING PANEL

At or subsequent to the completion of the grievance hearing, the hearing officer or panel shall make a determination as to the merits of the grievance and the following provisions shall govern:

A. Written Decision. The hearing panel or officer shall prepare a written decision, together with the reasons for the decision within **ten business days** after the completion of the hearing.

- i. A copy of the decision shall be sent to the Complainant and _HA. _HA shall retain a copy of the decision in the Complainant's tenant folder.

- ii. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by HTHA and made available for inspection by any prospective Complainant, his representative, or the hearing panel or hearing officer.

B. Binding Effect. The written decision of the hearing officer or hearing panel shall be binding upon HTHA, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless HTHA's Board of Commissioners determines, within **ten business days**, and properly notifies the Complainant of its determination, that:

- i. the grievance does not concern HTHA action or failure to act in accordance with or involving the Complainant's lease or HTHA's regulations which adversely affect the Complainant's rights, duties, welfare or status, or
- ii. the decision of the hearing officer or hearing panel is contrary to applicable Federal, State, or local law, HUD regulations, or requirements of the annual contributions contract between HUD and HTHA.

C. Continuing Right of Complainant to Judicial Proceedings. A decision

— by the hearing panel or officer or Board of Commissioners in favor of HA or which denies the relief requested by the Complainant, in whole or in part, shall not constitute a waiver of, nor affect in any manner whatever, any rights of the Complainant to a trial or judicial review in any judicial proceedings, which may afterwards be brought in the matter.

XII. NOTICES

All notices under this grievance procedure shall be deemed delivered: (1) upon personal service upon the Complainant or an adult member of the Complainant's household, or (2) upon the date received for or refused by the addressee, in the case of certified or registered U.S. Mail, or (3) on the second day after the deposit of the notice for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail.

If a Tenant is visually impaired, any notice delivered to such Tenant shall be in an accessible format.

XIII. MODIFICATION

This grievance procedure may not be amended or modified except by approval of a majority of the Board of Commissioners of HTHA, present at a regular meeting or a special meeting called for such purposes. Further, in addition to the foregoing, any changes proposed to be made to this grievance procedure must provide for at least 30 days (counting non-business days and holidays) advance notice to tenants and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. The comments submitted shall be considered by HTHA before final adoption of any amendments or changes to this grievance procedure.

XIV. MISCELLANEOUS

A. Captions: Captions or paragraph headings set forth in this grievance procedure are for convenience of reference only and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.

B. Concurrent Notice: The Complainant should be aware that a notice to vacate or a notice to quit which is required by New Jersey State law will run concurrently with a notice of lease termination required by Federal law.

PUBLIC HOUSING DWELLING LEASE

LANDLORD: HADDON TOWNSHIP HOUSING AUTHORITY

25 Wynnwood Ave.
Westmont, NJ 08108

TENANT: _____

**DESIGNATION OF DWELLING UNIT ("Premises")
LEASED TO TENANT:**

Apartment # _____

No. of Bedrooms _____

The **Haddon Township Housing Authority ("HTHA")**, a body corporate organized and existing under the laws of the State of New Jersey, enters into this Dwelling Lease for the above referenced residential premises in reliance upon the representations made to it by the **Tenant**, _____, as to his/her household composition, employment, and income of head of household and members of the household. The HTHA and the Tenant agree to lease the premises according to the following terms and conditions of the lease.

1. HOUSEHOLD COMPOSITION:

Tenant agrees that the persons identified below are the only members of his/her household that will reside at the leased premises:

Names of Household Members Relationship to Tenant Date of Birth

Names of Household Members	Relationship to Tenant	Date of Birth
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. LEASE/TERM OF LEASE:

HTHA hereby rents, demises and leases the premises described above to the Tenant for the following term (subject to earlier termination as hereinafter provided). The term of this Lease shall begin on _____, _____, and continue until _____, _____. At the expiration of that term the lease, unless renewed by the parties signing a Lease Renewal Rider, will become a month-to-month tenancy, with the rest of the Lease remaining the same.

Modifications to the lease shall be made pursuant to Section 15 of this lease. Upon agreement of the parties, provisions of this lease may be renewed by incorporation of this document into a lease amendment or rider that sets forth any new or changed provisions of the lease.

3. PAYMENTS DUE UNDER THE LEASE:

The amount of rent is subject to change as determined by HTHA in accordance with federal regulations during the term of the Lease.

(a) Rent for the period beginning _____, 199_, and ending at midnight on _____ 200_, is \$ _____. Thereafter, monthly rent in the amount of \$ _____ will be due in advance on or before the first day of each month. Payments will be delivered to the HTHA office located at _____. Payments made as rent will be applied to any outstanding balances that may include rent, utilities, repair charges, or any other balances owed.

(b) **Security Deposit:** Tenant agrees to pay a security deposit in the total amount of \$ _____ which will be paid at the signing of the Lease. The initial security deposit will not exceed one month's rent.

The security deposit is made to the HTHA as security that the Tenant will comply with all the terms of this Lease. If the Tenant complies with the terms of this Lease, the HTHA will return this deposit within 30 days after the end of the Lease, including any extension. The HTHA may use as much of the deposit as necessary to pay for damages resulting from the Tenant's occupancy or from the Tenant's failure to comply with any agreement in this Lease. If this occurs prior to the Lease termination, the HTHA may demand that the Tenant replace the amount of the security deposit used by the HTHA. The HTHA will fully comply with the Rent Security Law (N.J.S.A. 46:8-19 et seq.). This includes depositing the security deposit in an interest bearing account, and notifying the Tenant, in writing, of the name and address of the banking institution where the account is kept. The Tenant is entitled to receive any interest that may be due pursuant to N.J.S.A. 46:8-19 et seq., as an annual payment on the anniversary or renewal date of the lease. However, the HTHA policy states that all interest is held until such time as the Tenant vacates the unit.

(c) **A Schedule of Charges** to Tenants for maintenance and repair beyond normal wear and tear shall be posted in the management office. Charges are due and payable on the date stated in the notice in which the charge is made, but not sooner than 14 days after delivery of the notice.

(d) **Late Charges:** All rent not received in full by the 5th of the month will be assessed a late charge of \$20. This provision does not create a "grace period". Charges are due as part of the rent and payable on the date stated in the notice in which the charge is made, but not sooner than 14 days after delivery of the notice.

(e) **Attorney, Court and Eviction Costs:** Tenant will be charged a fee to cover costs and/or reasonable attorney's fees the court may award whenever the HTHA incurs costs and attorney fees in connection with legal proceedings in which the Tenant does not prevail in the court action.

Counsel fees will be considered as "additional rent" payable to the Housing Authority for the purpose of summary dispossession actions.

In the event of an eviction, the Tenant gives the HTHA permission to remove from the unit and then from the public way and store any personal property left in the unit and to dispose of such property as prescribed by law and agrees that the Tenant will be responsible for the actual costs for removing any personal property from the unit, and any other costs directly associated with the eviction. The procedure and time of notification for the HTHA's removal of personal property are set forth in section 12(k)(2) of this Lease.

In the event of the Tenant's eviction or the termination of the tenancy, the Tenant will remain liable for the payment of rent and costs due to HTHA through date of eviction or the termination of the tenancy.

(f) **Utilities:** The HTHA agrees to furnish the following utilities:

Heat___ Hot Water___ Cold Water___ Gas_____ Electricity_____

A refrigerator and range will be provided. No charge will be imposed for providing these appliances. The HTHA will not be responsible for failure to furnish utilities by reason of any cause beyond its control.

4. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:

Tenant agrees that any changes in household composition whereby any persons other than the household members identified in Section 1 of this Lease begin to reside at the leased premises, or any of the persons identified in Section 1 of this Lease discontinue residing at the leased premises, or any change in income of Tenant or household members, must be reported to the HTHA in writing within 10 days of the occurrence of such change, and once each year when requested by the HTHA for

recertification. Tenant also agrees to furnish accurate information to the HTHA as to identity, income, and employment of all persons residing upon leased premises. This information shall be used by the HTHA in determining whether the rental should be changed and whether Tenant is still eligible for the particular dwelling unit. Tenant also shall give the HTHA authorization to verify all sources of income. This determination will be made in accordance with the approved Admission, Occupancy and Rental Policy in the HTHA's office.

(a) Rentals fixed in Section 3 hereof or as adjusted pursuant to the above will remain in effect for the period between rent determinations.

Where the Tenant, intentionally or by mistake, has misrepresented or failed to submit to the HTHA any facts required for the determination of rent, the HTHA may charge and collect as rent the difference between the rent actually paid and the rent which would have been due had the proper information been submitted by the Tenant. The HTHA shall also have available in such event, at its option, the remedy of termination as provided in Paragraph 12(a)(8) of this Lease. If this Lease is an extension of occupancy by the Tenant under a prior lease or leases with the HTHA, such amount due under the prior lease or leases may be charged and collected as if the same had occurred hereunder.

(b) In the event of any rent adjustment pursuant to the above, the HTHA will mail or deliver a "Lease Amendment" to the Tenant in accordance with Section 11 hereof. In case of a rent decrease, the adjustment will become effective the first of the month following the change in circumstances, provided that the Tenant has reported such change at least 14 days before the first day of the month following the change. In the case of a rent increase, the adjustment will become effective the first of the next month following the change, unless such date is sooner than the 14th day after delivery of notice to Tenant concerning the change. In that event the change shall take effect on the first day of the second month following the change (unless the rent increase is the result of a change in household composition or income which is not reported within 10 days or results from a finding of a misrepresentation as provided above). The Tenant agrees to be bound by any change determined by the HTHA to be necessary by application of this paragraph.

(c) If the HTHA in its sole discretion determines that the size of the dwelling unit is no longer appropriate to the Tenant's needs, and a unit of the appropriate size is available, the Tenant shall be offered the other unit and shall move within 30 days unless otherwise authorized by the HTHA. If the Tenant fails to accept the other unit, the HTHA may terminate this Lease pursuant to the appropriate procedures described in this Lease. The Tenant shall not be required to move in cases of verified hardship due to employment or health reasons.

(d) When the HTHA determines the amount of rent or determines that the Tenant must transfer to another unit based on family composition, the HTHA shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the HTHA determination, and that if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the HTHA's grievance procedure.

(e) If the Tenant's income from temporary assistance to needy families (TANF) is reduced due to noncompliance with an economic self-sufficiency [program, work activities requirement, and/ or fraud in the welfare program their rent will not be reduced.

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

- The family has lost eligibility for, or is awaiting an edibility determination for a federal, state ort local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and naturalization act who would be entitled to public health benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
- The family would be evicted as a result of the implementation of the minimum rent.
- The income of the family has decreased because of changed circumstances, including loss of employment.
- A death in the family has occurred which affect the family circumstances.
- Other circumstances which may be decided by the HTHA on a case by case basis.

All of the above must be proven by the Tenant providing verifiable information in writing to the HTHA prior to the rent being delinquent and before the lease is terminated by the HTHA. If a Tenant requests a hardship exemption under this section, and the HTHA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety-day period beginning upon the making of the formal request for the exemption. A Tenant may not be evicted during the ninety-day period for nonpayment of rent. In such a case, the Tenant thereafter demonstrates that the alleged hardship is of a long-term nature and not temporary, the HTHA shall retroactively exempt the Tenant from the minimum rent requirement for the ninety-day period past. This paragraph does not restrict nor prohibit the HTHA from taking legal action to evict the Tenant for other violations of the lease.

5. OCCUPANCY:

The Tenant shall have the right to exclusive use and occupancy of the leased premises. Guests or visitors of the Tenant may be accommodated for no longer than a period of two weeks per visitor. "Guest" means a person in the leased unit with the consent of a household member. The Tenant must notify the HTHA in writing of all overnight guests staying on the premises for more than two nights. The written notice must be given no later than the third day after the guest begins staying at the premises. The notice must indicate the period of time the guest will be staying at the leased premises. If any visit will extend beyond two weeks, the Tenant must notify the HTHA in writing, stating the reasons for the extended visit, which must be authorized in writing by the HTHA.

6. OBLIGATIONS OF HTHA:

HTHA shall be obligated, other than for circumstances beyond its control, as follows:

- (a) To maintain the premises and the project in decent, safe and sanitary condition.
- (b) To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- (c) To make necessary repairs to the premises.
- (d) To keep project buildings, facilities and common areas not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.
- (e) To maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the HTHA.
- (f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant household) for the deposit of garbage, rubbish and other waste removed from the premises by the Tenant in accordance with Paragraph 7 (g).
- (g) To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year except where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
- (h) To notify the Tenant of the specific grounds for any proposed adverse action by the HTHA. Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the Tenant to another unit, or imposition of charges for maintenance and repair.

When the HTHA is required to afford the Tenant the opportunity for a hearing under the HTHA's **grievance procedure** for a grievance concerning a proposed adverse action:

(1) The notice of proposed adverse action shall inform the Tenant of the right to request such hearing. In the case of a lease termination, a notice of lease termination in accordance with HUD's code of federal regulations 24 CFR sec. 966.4(i)(3) shall constitute adequate notice of proposed adverse action. The notice requirements of 24 CFR sec. 966.4(i)(3) are incorporated into Paragraph 12(b) through 12(f) of this Lease.

(2) In the case of a proposed adverse action other than a proposed lease termination, the HTHA shall not take the proposed action until the time for Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) until the grievance process has been completed.

(i) To post schedules of special charges for services, repairs and utilities and rules and regulations which are incorporated by reference into the lease in the HTHA's Office and to furnish such documents to Tenants and applicants upon request. Such schedules, rules and regulations of the HTHA may be modified from time to time provided that the HTHA give 30 Day notice to each affected family setting forth the proposed amendment or change, the reason(s) therefore, and provide the Tenant an opportunity to respond in writing to the amendment or change prior to its becoming effective. This notice will be delivered to the affected family by mail.

7. OBLIGATIONS OF THE TENANT:

Tenant shall be obligated as follows:

(a) Not to assign the Lease or to sublease or transfer possession of the premises.

(b) Not to provide accommodations for boarders or lodgers.

(c) To use the premises solely as a private dwelling for Tenant and Tenant's household as identified in the lease, and not to use or permit its use for any other purposes. With the consent of the HTHA, members of the household may engage in legal profit-making activities in the dwelling unit where the HTHA determines that such activities are incidental to primary use of the leased unit for residence by members of the household.

(d) To abide by necessary and reasonable regulations issued by the HTHA for the benefit and well being of the housing project and the Tenants. These regulations shall be posted in the HTHA office and are incorporated by reference in this Lease. Violation of such regulations constitutes a violation of this Lease; provided, however, that any such regulations shall be consistent with the terms of this Lease. In the event of a conflict between any such regulations and any provision of this Lease, the provision of the Lease shall govern.

(e) To comply with all obligations imposed upon Tenants by applicable provisions of New Jersey State law, building codes and housing codes materially affecting health and safety.

(f) To keep the premises, adjacent grounds and other such areas as may be assigned to Tenant's use in a clean, orderly and safe condition. If authorized in writing by the HTHA, the Tenant may paint or make minor repairs to the premises at his/her expense.

(g) To dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner.

(h) To use only as intended and in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators. The Tenant shall use all electric, plumbing and other facilities safely, and use no more electricity than the wiring to the

premises or feeders to the Building can safely carry. The Tenant shall obey any written instructions of the HTHA for the care and the use of the appliances, equipment, and other personal property on or in the premises.

(i) To refrain from, and to cause the household and guests to refrain from, destroying, defacing, damaging or removing any part of the premises or project.

(j) To act, and cause household members and guests (whether or not such persons' presence on the premises is then known by the Tenant or the Tenant is aware of the conduct of such persons) to act in a manner which is legal, orderly and which will not disturb the neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition.

(k) To assure that the Tenant, any member of the Tenant's household, any guest (as defined to be a person on the premises with the consent of a household member) or any other person under the Tenant's control, shall not engage in:

(1) Any criminal activity on or off the HTHA premises that threatens the health, safety, or right to peaceful enjoyment of the HTHA's public housing premises by other residents or employees of the HTHA, or,

(2) Any drug-related criminal activity on or near HTHA's public housing premises or any activity by a Tenant or guest in which the HTHA determines that a Tenant or guest is illegally using a controlled substance.

(3) Abuse of alcohol that the HTHA determines has a reasonable cause to believe that such illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the HTHA's public housing premises by other residents or employees of the HTHA.

Any criminal activity in violation of the preceding shall be cause for termination of the tenancy, and for eviction from the unit. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in section 102 of the Controlled Substances Act, 21 U.S.C. 802.

The Tenant agrees not to engage in other criminal activity affecting the well being of other HTHA public housing residents or employees while the Tenant is a resident in public housing. Any such criminal activity may also be a cause for termination of the tenancy, and for eviction from the unit.

Violations of this section (k) shall be considered to be a serious breach of the material terms of the lease. A criminal conviction or arrest is not necessary for this lease to be terminated and for eviction proceedings to be instigated. Criminal activity is cause for eviction without arrest or conviction.

(l) The Tenant agrees to abide by all the provisions of the HTHA Pet Policy, and to keep no dogs, cats or other animals in or on the premises except as permitted by the HTHA Pet Policy and other applicable laws and regulations. Provisions of this lease pertaining to the HTHA Pet Policy are further outlined in Section 16 (g) of this Lease.

(m) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities or common areas caused by Tenant, Tenant's household or guests, or by Tenant's failure to report needed repairs. Any damage to the premises which is not described in the written report of inspection prior to Tenant's occupancy will be presumed to have been caused by Tenant.

(n) To permit the HTHA, pursuant to the provisions of Paragraph 10, entrance to the premises for the purpose of performing periodic inspections, reading utility meters and routine maintenance for making improvements or repairs or to show the premises for re-leasing.

(o) To promptly report to the HTHA any needed repairs to the Leased premises.

(p) To refrain from placing fixtures, signs or fences in or about the premises, or making changes or alterations to the premises, without prior revocable permission of the HTHA in writing. All changes or additions made without the HTHA's written consent shall be removed by the Tenant on demand by HTHA at the Tenant's expense, and the premises shall be returned to its original state and condition.

(q) To comply with the provisions of any rider attached to and incorporated into this lease.

(r) To notify the HTHA of any absence from the dwelling unit which exceeds 14 days.

(s) Illegal use or illegal possession of firearms and/or other weapons shall be grounds for eviction.

(t) To keep nothing in or on the premises which is flammable, dangerous or might increase the danger of fire or other casualty.

(u) To park motorized vehicles only in designated parking areas and never on grassy areas; not to display vehicles for sale; not to change oil, wash or make major repairs to such vehicles; to remove inoperative vehicles within 24 hours; to abide by all other provisions of the HTHA parking policy.

(v) Tenant agrees to enter into a contract(s) with the local utility companies for utilities not furnished by the HTHA, and agrees to maintain contract(s) in force and effect during tenancy for delivery of services to Tenant's premises. Tenant agrees that failure to maintain continuous utility service is considered to be a serious breach of this lease in that the cessation of service of gas, electricity or water is a threat to the safety and health of Tenants of the HTHA. HTHA will

not be held responsible or liable for failure to furnish utilities by reason of any cause beyond the HTHA's control.

(w) To leave the dwelling unit upon vacating the premises in a clean and safe condition, normal wear and tear excepted, and to return all keys to the HTHA. The Tenant shall remove all of the Tenant's personal property on the termination of the lease. Any property left by the Tenant in or about the premises after he/she vacates will be considered as abandoned and may be disposed of in accordance with Section 12(k)(2) of this Lease as the HTHA sees fit. Reasonable and actual disposal costs may be charged to the Tenant.

(x) No to illegally discharge any type of firearm and not to possess any illegal and/or unregistered firearm in or near the premises. This includes, but is not limited to BB guns and air-powered rifles.

(y) To abide by all provisions of the Quality Housing and Work Responsibility Act of 1998 including, but not limited to the 8 hours of community work per month.

(z) To abide by any barring notice which prohibits an individual from entering into or onto the premises owned and maintained by the HTHA.

8. DEFECTS, HAZARDS TO LIFE, HEALTH OR SAFETY:

(a) The Tenant shall immediately report damages to the HTHA.

(b) The HTHA shall be responsible for repair of the unit within a reasonable time. If the Tenant, Tenant's household member or guests caused the damage, the reasonable cost of the repairs shall be charged to the Tenant.

(c) The HTHA shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time.

(d) In the event repairs are not made in accordance with subparagraph (b) of this paragraph, or alternate accommodations are not provided in accordance with subparagraph (c) of this paragraph, rent shall be abated in proportion to the seriousness of the damage and loss suffered by the Tenant, provided, however, that no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant or the Tenant's household or guests.

(e) In the event the Tenant claims a rent adjustment under the provisions of this section, he/she shall pay the entire amount of rent due for the period for which a rent adjustment is claimed to the HTHA to be held in escrow pending a decision in accordance with the grievance procedure referred to in Paragraph 13 of this Lease.

9. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS:

(a) The HTHA and the Tenant or the Tenant's representative shall inspect the premises prior to Occupancy by the Tenant. The HTHA will furnish the Tenant with a written statement of the condition of the premises, the dwelling unit and the equipment provided with the unit. The HTHA and the Tenant shall sign the statement, and a copy shall be retained by the HTHA in the Tenant's folder.

(b) At the time the Tenant vacates the unit, the HTHA shall inspect the unit and furnish the Tenant with a written statement of any charges to be made in accordance with paragraph 7 (m). The HTHA shall notify the Tenant of the inspection and the Tenant and/or Tenant's representative may join in such inspection, unless the Tenant vacates the premises without prior notice to the HTHA.

10. ENTRY OF PREMISES DURING TENANCY:

(a) The HTHA shall, upon advance reasonable notification to the Tenant, be permitted to enter the dwelling unit during the hours of 8:00 a.m. and 8:00 p.m. for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for re-leasing. A written statement specifying the purpose of management entry delivered to the premises at least two (2) days before such entry shall be considered advance reasonable notification; response to requests by Tenants for repairs and services would not require two days notice.

(b) The HTHA may enter the premises at any time without advance notification when there is reasonable cause to believe that an emergency exists. If the Tenant is visually impaired, all notices must be in an accessible format.

(c) In the event that the Tenant and all adult members of the Tenant's household are absent from the premises at the time of entry, the HTHA shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.

11. NOTICE:

(a) Except as provided in Paragraph 10, notice to the Tenant shall be in writing and delivered to the Tenant or to an adult member of the Tenant's household residing in the dwelling or sent by prepaid first-class mail, properly addressed to the Tenant.

(b) Notice to the HTHA shall be in writing, delivered to the HTHA's office at 25 Wynnwood Ave., Westmont, New Jersey, or sent to that office by prepaid first-class mail, properly addressed to the HTHA's office. If the Tenant is visually impaired, all notices must be in an accessible format.

(c) Notices sent by regular first class mail shall be deemed delivered on the second business day after depositing the same for mailing with the U.S. Postal Service postage prepaid.

12. TERMINATION OF LEASE:

(a) If there has been a serious or repeated violation of material terms of the lease, the HTHA reserves the right of re-entry that allows the HTHA to terminate this lease and re-enter the premises. This is done through an eviction procedure in court to remove the Tenant.

The HTHA shall not terminate or refuse to renew this Lease other than for serious or repeated violation of material terms of the lease. The following terms shall be considered material but are not an exclusive listing:

- (1) Obligations of the Tenant identified in Paragraphs 4 and 7 of this Lease.
- (2) Nonpayment of rent or other charges due under the Lease (including utilities, maintenance, repairs and security deposit).
- (3) Repeated late payment of rent.
- (4) Serious or repeated interference with the rights of other Tenants.
- (5) Serious or repeated damage to the premises.
- (6) Alteration, repair, sale, destruction or other disposition of the leased premises or any part thereof.
- (7) Failure to report a change of income, employment, identity of household members, or failure to provide any other information required by this Lease.
- (8) Misrepresentation (intentional or unintentional) of any material fact in the application for housing, or in any statements submitted to the HTHA.
- (9) Violation of any rule or provision of the HTHA Pet Policy. The HTHA Pet Policy is incorporated into this Lease by reference.
- (10) Such change in household size or composition as to render inappropriate the Tenant's continued occupancy of the above premises.
- (11) Any of the following types of criminal activity by the Tenant, any member of the household, a guest, or another person under the Tenant's control, shall be cause for termination of the tenancy:

a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the HTHA's public housing premises by other residents or employees of HTHA.

b. Any drug-related criminal activity on or near such premises as defined in paragraph 7(k) of this lease.

(12) Serious or repeated violation of any of the rules or regulations applicable to the Tenant's dwelling unit or the public housing premises as posted and in effect from time to time.

(13) Tenant is unable to care for oneself with or without the aid of a full or part time caretaker.

(b) The HTHA shall give written notice of termination of this Lease of:

(1) 14 calendar days in the case of failure to pay rent.

(2) A reasonable time commensurate with the exigencies and seriousness of the situation in the case of creation or maintenance of a threat to the health or safety of other Tenants or the HTHA's employees, but such reasonable time shall not exceed 30 days,

(3) 30 calendar days in all other cases.

(c) The notice of lease termination to the Tenant shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. The notice shall also inform the Tenant of the right to examine HTHA's documents directly relevant to the termination or eviction. When the HTHA is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with the HTHA's grievance procedure.

(d) A notice to vacate, which is required by New Jersey State or local law, may be combined with or run concurrently with a notice of lease termination.

(e) When the HTHA is required to afford the Tenant the opportunity for a hearing under the HTHA's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any notice to vacate under New Jersey State or local law has expired) until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) until the grievance process has been completed.

(f) When the HTHA is not required to afford the Tenant the opportunity for a hearing under the administrative grievance procedure for a grievance concerning the lease termination, and the HTHA has decided to exclude such grievance from the grievance procedure, the notice of lease termination shall:

(1) State that the Tenant is not entitled to a grievance hearing on the termination.

(2) Specify the judicial eviction procedure to be used by the HTHA for eviction and state that the procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations.

(3) State whether the eviction is for criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the HTHA, or for any drug related criminal activity on or near such premises.

(g) The HTHA may evict the Tenant from the unit only by bringing a court action.

(h) In deciding to evict for criminal activity, the HTHA shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the prohibited activity. In appropriate cases, the HTHA may impose a condition that family members who engaged in the prohibited activity will not reside in the unit. The HTHA may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

(i) Notice to Post Office: When the HTHA evicts an individual or family from a dwelling unit for engaging in criminal activity, including drug-related criminal activity, the HTHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the dwelling unit. This action will be taken so that the Post Office will terminate delivery of mail for such persons at the unit, and such persons will not return to the development for pickup of the mail.

(j) The HTHA shall provide the Tenant a reasonable opportunity to examine, at the Tenant's request, before an HTHA grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, records and regulations which are in the possession of HTHA, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be allowed to copy any such documents, records and regulations at the Tenant's expense. A notice of lease termination shall inform the Tenant of the Tenant's right to examine HTHA's documents, records and regulations concerning such Tenant's termination of Tenancy or eviction. If HTHA does not make documents available for examination upon request by the Tenant in accordance with this, HTHA may not proceed with the eviction.

(k) This Lease may be terminated by the Tenant at any time by giving 30 calendar days advance written notice, to become effective at the end of a month, to the HTHA in the manner specified in paragraph 11 (b).

(1) Tenant agrees to leave the dwelling unit in a clean and good condition, normal wear and tear excepted, and to return the keys to Management when Tenant vacates.

(2) Upon termination of tenancy and vacating of apartment, Tenant agrees to remove all personal property from the apartment. In the event Tenant fails to remove any personal property within 10 days of vacating said apartment or to make other arrangements with

(3) Management for disposition of same, Tenant agrees that Management may dispose of such property as it sees fit provided Management has given 10 days' written notice to Tenant at Tenant's last known address, and without further responsibility or liability of Management to Tenant.

(4) Tenant agrees to reimburse Management to the extent of any amounts expended by Management for moving and storage costs of Tenant's personal property.

(l) The HTHA shall evict the Tenant from the unit only by complying with the State of New Jersey statutory eviction requirements.

(m) Eviction For Criminal Activity:

(1) The HTHA discretion to consider circumstances. In deciding to evict for criminal activity, the HTHA shall have discretion to consider all circumstances, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on the family members not involved in the criminal activity. In appropriate cases, the HTHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the criminal activities will not reside or be present on the premises without permission of the HTHA. The HTHA may require family members how have engaged in illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

(2) When the HTHA evicts a household or a member of the household for engaging in criminal activity, including drug-related criminal activity, the HTHA shall notify the local post office serving the development that such individual or family is no longer residing in the unit.

13. GRIEVANCE PROCEDURE:

Other than eviction disputes referred to in section 12(m) (involving a Tenant's criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or HTHA employees, or involving any drug-related criminal activity on or near the premises), all disputes concerning the obligations of the Tenant and residents or the HTHA under this Lease shall be processed and resolved pursuant to the Grievance Procedure of the HTHA which is in effect at the time such grievance or appeal arises. The procedure shall be posted in the HTHA's office and incorporated into this Lease by reference.

14. WAIVER:

The failure of the HTHA or the Tenant to exercise any right or remedy as provided herein shall not affect the right to do so at a later date for similar or other causes.

15. MODIFICATIONS:

Modifications of this Lease must be accompanied by a written rider to the Lease executed by the HTHA and the Tenant, except for rent redeterminations, eligibility for low-rent housing, appropriateness of dwelling size, schedules of special charges for services, repairs and utilities, and rules and regulations which are incorporated in the Lease by reference. Matters incorporated in the Lease by reference shall be publicly posted in a conspicuous manner in the HTHA's office and shall be furnished to the Tenant upon request. If such schedules, rules and regulations are modified, the HTHA shall give at least a 30-day written notice to each affected Tenant setting forth the proposed modification, the reasons therefore, and provide the Tenant an opportunity to present written comments which shall be considered by the HTHA prior to the effective date of the proposed modification.

16. MISCELLANEOUS:

(a) **Captions.** Captions or paragraph headings contained in this lease are set forth for convenience of reference only and do not affect the substance of the paragraphs so captioned.

(b) **Counterparts.** This Lease may be executed in several counterparts, each of which shall be considered to be an original.

(c) **Integration.** The parties have read this Lease. The provisions of this Lease, together with any future supplements or amendments, constitute the entire agreement of HTHA and Tenant with respect to the subject matter hereof and there exist no other prior or contemporaneous oral or written agreements with respect to such subject matter. No other changes hereto shall be made except in writing, signed and dated by the Tenant and an authorized representative of HTHA.

(d) **Prior Leases Between Tenant and HTHA.** It is hereby further understood and agreed between the Tenant and the HTHA that the HTHA reserves all rights and remedies to terminate this Lease and/or to make any claim for rent due or other charges or other Lease violations arising under any prior Lease with the Tenant for these leased premises and/or other premises leased by the HTHA, and that such claims may be enforced as if arising under this Lease.

(e) **Accommodation of the Handicapped.** A handicapped person shall for all purposes under this lease be provided reasonable accommodation to the extent necessary to provide a handicapped person with an opportunity to use and occupy the unit in a manner equal to that of a non-handicapped

person. This paragraph shall constitute notice, as required by 24 CFR sec. 966.7 (b) that the Tenant may at any time during the term or any renewal hereof request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.

(f) **Foster Child/Live-in Aide.** With the consent of the HTHA, a foster child or a live-in aide may reside in the unit. The HTHA may adopt reasonable policies concerning residence by a foster child or a live-in aide, and in defining the circumstances in which HTHA consent will be given or denied. Under such policies, the factors considered by HTHA may include:

(1) Whether the addition of a new occupant may necessitate a transfer of the family to another unit, and whether such units are available.

(2) The HTHA's obligation to make reasonable accommodation for handicapped persons.

"Live-in aide" means a person who resides with an elderly, disabled or handicapped person and who is determined to be essential to the care and well-being of the person; is not obligated for the support of the person; and would not be living in the unit except to provide the necessary supportive services.

(g) **Pet Policy.**

(1) Tenants are permitted to own and keep common household pets, as defined by the HTHA Pet Policy, in accordance with the pet rules contained in the HTHA Pet Policy.

(2) The HTHA Pet Policy is incorporated into this lease by reference. The HTHA Pet Policy shall be posted in the HTHA office, and copies shall be made available to all Tenants.

(3) The Tenant agrees to comply with the rules of the HTHA Pet Policy. Any violation of the rules of the HTHA Pet Policy may be grounds for removal of the pet or termination of the pet owners tenancy (or both), in accordance with the provisions of 24 CFR part 942 (governing pet ownership in public housing for the elderly or handicapped), 24 CFR part 966 (governing lease and grievance procedures), New Jersey State Law, and local law.

(h) **Transfer of Tenant.** There shall be no transfers of families from one unit to another except in the following cases:

(1) Increase or decrease in family size that creates either an overcrowding or the underutilization of a unit.

(2) Family whose member becomes disabled or when a disabled member no longer resides in the unit.

At no other time will a transfer be considered. The Housing Authority will not reimburse or be responsible for any charges incurred by the mover.

If Management determines in accordance with the “Statement of Policy and Occupancy Limits” that the size of the dwelling unit is no longer appropriate to Tenant’s needs, Management may provide notification to Tenant in accordance with Section 11 hereof, that Tenant will be required to move to another available unit of appropriate size, subject to all applicable laws and regulations, of the Tenant’s choice either within the site in which Tenant resides or if there are available units in other sites or properties, in any other housing owned, operated or leased by the Madison Housing Authority, giving Tenant 60 days to move.

In the event Management requires Tenant to move other than when an additional person moves into or out of the apartment and an appropriate size apartment is available, Management will provide mover at Management’s expense. However, Management will not reimburse Tenant for any miscellaneous expenses involved with moving from one apartment to another. Management shall not provide a mover at its expense for any Tenant moving out of public housing.

(i) **Former Tenants.** Tenant will not be given permission to allow a former Tenant of HTHA to sleep overnight in an HTHA unit for any period of time after the former Tenant has been evicted for any violation of this lease involving any activity that creates or results in danger or injury to persons or to HTHA property, or any activity that creates or results in serious or repeated interference with the rights and well being of other Tenants or HTHA employees or their peaceful enjoyment of the premises. Such prohibited activity shall include, but shall not be limited to violations of the following lease provisions: Sections 7(e), 7(f), 7(g), 7(h), 7(i), 7(j), 7(k), 7(s), 7(t), 12(a)(4), 12(a)(5), 12(a)(6), 12(a)(12).

(j) **Access to Unit.** If and when HTHA Management cannot gain access to Tenant’s dwelling unit as a result of action or inaction of Tenant, Tenant agrees and understands that such action or inaction of Tenant can be used by HTHA as evidence of the Tenant’s fault, which if proven in court can result in a finding of the Tenant’s liability and the HTHA’s non-liability for any conditions resulting from the lack of inspection or correction as a consequence of Tenant’s failure to provide access to the dwelling unit.

(k) **Locks on Doors.** If Tenant has installed a lock on the entrance door without providing Management with a duplicate key, Tenant shall pay the cost of any damage caused in order to secure entry during an emergency, provided that Management has limited such damage to that necessary for entry and that the emergency was not caused by any action or inaction of Management.

Inability to Care for Oneself/Creation of Threat to Safety and Health. Under Section 12(a)(13) of this Lease, the Tenant understands and agrees that the Lease may be terminated pursuant to the appropriate procedures in the event that the Tenant becomes so physically or mentally incapable of maintaining the premises in a habitable condition or of caring for their physical or mental needs such that

reasonable accommodations will not be sufficient to meet such needs and where the Tenant cannot arrange for someone to assist in performing these functions. Nothing herein shall be construed to compel HTHA to provide accommodations or continued residency to a Tenant or to household members who, because of physical, mental or emotional illness, have become a threat to the health or safety of such Tenant or household members themselves, or who have become a threat to the health, safety, or right to peaceful enjoyment of HTHA premises of any other Tenant or HTHA employee.

17. SURVIVAL

If any agreement or portion of this Lease is invalid or contrary to law, the rest of the Lease shall remain in effect.

18. NO WAIVER BY LANDLORD

The HTHA does not give up any rights by accepting rent or by failing to enforce any terms of this Lease.

19. COMPLETE DOCUMENT/RECEIPT FOR ATTACHMENTS

This Lease consists of a total of 19 pages and attachments consisting of _____ pages. By signing this Lease, Tenant hereby acknowledges receipts for all attachments that are listed below.

Haddon Township Housing Authority

By: _____
Name HTHA Representative

Dated: _____

By: _____
Name, Tenant

Dated: _____

ATTACHMENTS:

Occupancy, Admissions and Rent Policy
Grievance Procedure

Pet Policy

HADDON TOWNSHIP HOUSING AUTHORITY
PET POLICY AND PERMIT

5/99

Purpose

The purpose of the Haddon Township Housing Authority Pet Policy is to insure that those residents who desire pets are responsible pet owners, and that those residents who do not desire pets are not inconvenienced by pets on the premises. It also is intended to assure that pets on premises are properly cared for. Further goals of this policy are to assure a decent, safe, and sanitary living environment for existing and prospective tenants, and to protect and preserve the physical condition of the premises and the financial interest of the Haddon Township Housing Authority ("HTHA") in the premises. Pets may not leave owner's apartment except where noted. Such pets will not be allowed to roam either in the buildings or on the grounds.

**OWNING A PET WITHIN THE HADDON TOWNSHIP HOUSING AUTHORITY'S
PROPERTIES IS A PRIVILEGE THAT MUST NOT BE ABUSED.**

General Policy

All pets permitted within the [name of project(s) or building(s)] will be with the approval of the Executive Director. Permission to maintain a pet will not be unreasonably withheld if all terms of this Pet Policy are met and the presence of the pet on the premises does not frustrate the purpose and goals of this Pet Policy as set forth above.

Security Deposit

A security deposit of \$200 for a cat or dog and \$50 for any other allowed pet type (see "Types of Pets Allowed") is required before entrance of a pet. This is an obligation in addition to any other financial obligations generally imposed on tenants by terms of their leases. The HTHA will use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet in the project, including (but not limited to) the cost of repairs and replacements to, and fumigation of, the tenant's apartment. The HTHA will refund any unused portion of the pet deposit to the tenant within 30 days after the tenant moves from the apartment. The pet deposit is not part of the rent payable by the tenant.

Damages

Pet owners are responsible for paying the total cost of repairing any damages caused by a pet to any property owned by the HTHA in excess of the security deposit, whether the damages are within the apartment or outside on the grounds, including any part of the building itself. This includes furniture and shrubbery, walls, windows, rugs, etc. The Executive Director will assess reasonable costs for damages.

Tenants desiring pets must fill out a Pet Permit and sign this Pet Policy before any pet is introduced into the apartment. If the tenant refuses to sign, no pet will be permitted.

GUESTS MAY NOT BRING THEIR PETS ONTO HADDON TOWNSHIP HOUSING AUTHORITY PROPERTY AT ANY TIME.

Types of Pets Allowed

Pets permitted per household include:

- one dog; or
- one cat; or
- one bowl or tank of fish (maximum tank size - twenty gallons); or
- two caged birds (parakeets or canaries only); or
- one small caged animal (i.e. rabbit or Guinea pig or hamster or gerbil).

Any exceptions are subject to the judgment of the Executive Director.

The Township of Haddon must legally license all dogs and cats and a copy of the license must be submitted. All adult dogs must be housebroken. The weight of a dog may not exceed 20 pounds.

Neutering

Neutering of dogs and cats is strongly urged. If the tenant refuses to have a pet properly neutered and the pet is disruptive (howling, odors, spraying, etc.), it may be removed from the premises pursuant to any means or procedure referred to in the section of this policy on "Pet Removal".

Pet Offspring

No pet, already pregnant, may be introduced into any unit. No pet offspring will be allowed. Tenants are advised that pets that become pregnant while residing in Housing Authority properties are often pets that have been allowed to roam, escaping the attention of their owner. Such pets and free-roaming pets may be removed from the premises pursuant to any means or procedure referred to in the section of this policy on "Pet Removal". Since the HTHA **strongly urges neutering**, such cases will be looked upon with extreme disfavor.

Medical Care

A certificate or letter from the veterinarian, establishing that the pet is in good health and its shots are current, must be presented to the Executive Director before any pet is allowed in the apartment.

All shots must be kept up to date each year and proof submitted at tenant's annual recertification

Dogs and cats must have proper medical shots as listed:

- distemper and rabies for dogs and cats,
- others, as recommended by veterinarian or required by State or local law, ordinance or regulation

Puppies and/or kittens may be admitted with the preliminary shot only, as long as the tenant provides proof within three months that the necessary succeeding shots are administered by a veterinarian.

The HTHA strongly recommends that a tenant in the process of choosing a pet look to a licensed animal shelter to find a suitable pet that needs a home.

If a tenant owns a pet that, in the opinion of a licensed veterinarian, requires extensive medical care that is beyond the financial means of the owner, the owner is advised to consult the Executive Director as to alternate means of payment before the pet is destroyed.

Pet Behavior

If, in the opinion of the Executive Director and after three warnings to the owner, a pet continues to be obstreperous, noisy and a nuisance to neighbors, the pet shall be by any means or procedure referred to in the section of this policy on "Pet Removal".

If a pet jumps on, growls at, or bites a resident, the pet may be removed immediately at the discretion of the Executive Director pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal".

Dogs: Dogs may pass through halls, elevators and public spaces for the purpose of being walked, going to the veterinarian, going on vacation, or going to other homes. They must be leashed or held by their owners when in transit. **They may not roam at will.** Pets are not allowed to defecate or urinate on HTHA property. Owners must comply with the Township of Haddon's regulations on pet defecation.

If a dog accidentally defecates on HTHA property, the owner is responsible for removing and properly disposing of said waste. If not done, this will be grounds for removal of the pet pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal". If the dog urinates on the grass, shrubs, trees or flowers on HTHA grounds, the owner is responsible for any and all replacement costs of damage incurred. The pet will be removed after three warnings pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal".

Cats: Cats will not be permitted outside of their apartments unless they are caged or held by their owner when in transit. **They may not roam at will.** Cats may pass through halls, elevators or public spaces only for the purpose of going to the veterinarian, going on vacation or going to other homes. Cats must use owner's litter pans and may not use the grounds to defecate or urinate.

Care of the Apartment

Apartments containing pets must be kept clean and free of odors at all times. The HTHA strongly recommends de-clawing of cats, proper veterinarian care and the neutering of all dogs and cats. (See section on "Neutering.")

Commercial cat litter (not sand, newspaper or earth) must be used for cats. Pans must be cleaned daily and kept odor free. Litter must be disposed of in double, tied plastic bags. **LITTER MUST NOT BE FLUSHED DOWN TOILETS, SINKS OR TUBS.**

Absence of Owner

No pet may be unattended for more than 24 hours. If a pet owner wants to go on vacation or becomes ill, arrangements must be made for proper care of the pet. If the Executive Director finds the pet not properly cared for, the pet will be immediately removed to an animal shelter pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal".

Pet owners must leave with the Executive Director the name and address of a person to contact if the tenant cannot take proper care of their pet.

Abuse of Pets

TENANTS ARE REMINDED THAT PETS NEED LOVE, PROPER FOOD, FRESH WATER, PROFESSIONAL HEALTH CARE AND GOOD GROOMING. DOGS REQUIRE WALKING AS NEEDED.

If, in the opinion of the Executive Director, a pet is not being properly cared for, the pet will be removed after one warning pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal". If a pet is physically abused, the pet will be immediately removed pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal".

Pet Removal

A pet may be removed from the premises pursuant to any State or local laws, ordinances or regulations, or pursuant to the HTHA grievance hearing procedure. The HTHA reserves the right to choose the most expeditious remedy, process or procedure available according to the circumstances or urgency of the case.

In the event that State or local laws, ordinances or regulations differ or conflict with the provisions or requirements of the HTHA grievance procedure in any way, the Executive Director may pursue the most expeditious remedy or procedure, including any State or local remedy or procedure to the exclusion of the HTHA grievance procedure as permitted by law and 24 Code of Federal Regulations Part 942.

Nothing prohibits the HTHA or an appropriate community authority from requiring the removal of any pet from a premises, if the pet's conduct or condition is duly determined to constitute, under the provisions of State or local law, a nuisance or a threat to the health or safety of other occupants of the HTHA premises or other persons in the community where the project is located. This includes, but is not limited to, situations in which immediate action is needed for removal of any pet from the premises pursuant to State or local laws, ordinances or regulations to preserve the health, safety or welfare of the pet, or the health, safety, welfare, or right to peaceful enjoyment of the premises of any person.

Tenants are advised that pets may, among other things, be seized, impounded and disposed of, for a variety of State and local animal violations including, but not limited to: stray pets, pets creating a threat to public health, safety or welfare, injury caused by pets, and cruelty to pets.

In cases in which State or local remedies, processes or procedures are not initially utilized for removal of the pet, any decisions made by judgment of the Executive Director that a pet must be removed from the premises shall be presented in writing to the owner, in which case the owner may request a grievance hearing pursuant to the HTHA grievance procedure.

Death of Pet

The pet owner is responsible for arranging for disposal of any dead pet. The remains of the pet must be removed from HTHA property.

When you vacate

The pet owner must pay the full fees for professional rug shampooing, deodorizing and/or defleaing of the apartment if, in the judgment of the Executive Director, it is necessary before a new tenant can take possession of the apartment and such fees are in excess of the security deposit.

Incorporation into Lease

This Pet Policy is incorporated by reference into the Lease of each Tenant of the _____ Housing Authority. This Pet Policy shall be publicly posted in a conspicuous manner in the HTHA's office and shall be made available to any Tenant.

Miscellaneous

Captions. Captions or paragraph headings contained in this lease are set forth for convenience of reference only and do not affect the substance of the paragraphs so captioned.

Counterparts. The signing of this Pet Policy by the Tenant and HTHA may be executed in several counterparts, each of which shall be considered to be an original.

Survival of Portions of the Policy. If any portion of this Pet Policy is invalid or contrary to law, the rest of the policy shall remain in effect.

No Waiver. The failure of the HTHA or the Tenant to exercise any right or remedy as provided herein shall not affect the right to do so at a later date for similar or other causes.

HADDON TOWNSHIP HOUSING AUTHORITY
PET PERMIT

Parties and Dwelling Unit

The parties of this permit are the Haddon Township Housing Authority (“Management”) and

Tenant Name

Address

The tenant is allowed the following pet _____.

Pet Security Deposit The tenant has deposited \$_____ with the Housing Authority. The Housing Authority will hold the pet security deposit until the tenant vacates the apartment.

License The tenant agrees to file a copy of any Municipal Registration or license with the Housing Authority **before the pet is admitted** and to keep same current. Proof must be submitted at each annual recertification.

Inoculations The tenant agrees to keep the pet properly inoculated for rabies and distemper and to keep same current. Proof must be submitted **before the pet is admitted** and at each annual recertification.

Damages The tenant agrees to assume all personal financial responsibility for damages to any personal or project property caused by the pet and assumes personal responsibility for personal injury to any party caused by the pet.

Emergency Provision The following person(s) have agreed to be responsible for taking care of the pet in the absence of the pet’s owner:

Name

Address

Phone #

Failure to Comply with Pet Policy The Tenant agrees to comply with the rules of the HTHA Pet Policy. Any violation of the rules of the HTHA Pet Policy may be grounds for removal of the pet or termination of the pet owner's tenancy (or both), in accordance with the provisions of 24 CFR part 942 (governing pet ownership in public housing), 24 CFR part 966 (governing lease and grievance procedures), New Jersey State Law, and local law.

Tenant Signature and Date

HADDON TOWNSHIP HOUSING AUTHORITY

By: _____