

**PHA Plans**  
**Streamlined Annual**  
**Version**

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

OMB No. 2577-0226  
(exp. 05/31/2006)

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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937 that introduced 5-year and annual PHA Plans. The full PHA plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form allows eligible PHAs to make a streamlined annual Plan submission to HUD consistent with HUD's efforts to provide regulatory relief for certain types of PHAs. Public reporting burden for this information collection is estimated to average 11.7 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Information in PHA plans is publicly available.

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**Streamlined Annual PHA Plan**  
**for Fiscal Year: 2007**  
**(07/01/2007 – 06/30/2008)**

**PHA Name:**

**Housing Authority of the**  
**Borough of Clementon**  
**Clementon, New Jersey**

**NJ 073**

**NOTE: This PHA Plan template (HUD-50075-SA) is to be completed in accordance with instructions contained in previous Notices PIH 99-33 (HA), 99-51 (HA), 2000-22 (HA), 2000-36 (HA), 2000-43 (HA), 2001-4 (HA), 2001-26 (HA), 2003-7 (HA), and any related notices HUD may subsequently issue.**

## Streamlined Annual PHA Plan Agency Identification

**PHA Name: Housing Authority of the Borough of Clementon**

**PHA Number: NJ073 PHA Fiscal Year Beginning: (mm/yyyy) 07/2007**

**PHA Programs Administered:**

**Public Housing and Section 8**     
  **Section 8 Only**     
  **Public Housing Only**  
 Number of public housing units:      **70**     
 Number of S8 units:     
 Number of public housing units:  
 Number of S8 units:      **69**

**PHA Consortia: (check box if submitting a joint PHA Plan and complete table)**

Participating PHAs	PHA Code	Program(s) Included in the Consortium	Programs Not in the Consortium	# of Units Each Program
Participating PHA 1:				
Participating PHA 2:				
Participating PHA 3:				

**PHA Plan Contact Information:**

Name: *Sheila Wooster, Executive Director*  
 TDD: *1-800-852-7899*

Phone: *(856) 784-1134*  
 Email (if available): *jbcha16@mycomcast.com*

**Public Access to Information**

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

PHA's main administrative office     
  PHA's development management offices

**Display Locations For PHA Plans and Supporting Documents**

The PHA Plan revised policies or program changes (including attachments) are available for public review and inspection.   
 Yes   
 No.

If yes, 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)

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)

**Streamlined Annual PHA Plan**  
**Fiscal Year 2007**  
[24 CFR Part 903.12(c)]

**Table of Contents**

[24 CFR 903.7(r)]

Provide a table of contents for the Plan, including applicable additional requirements, and a list of supporting documents available for public inspection.

**A. PHA PLAN COMPONENTS**

- 1. Site-Based Waiting List Policies (**Not Applicable**)  
**903.7(b)(2) Policies on Eligibility, Selection, and Admissions**
- 2. Capital Improvement Needs  
**903.7(g) Statement of Capital Improvements Needed**
- 3. Section 8(y) Homeownership (**Not Applicable**)  
**903.7(k)(1)(i) Statement of Homeownership Programs**
- 4. Project-Based Voucher Programs (**Not Applicable**)
- 5. PHA Statement of Consistency with Consolidated Plan. Complete only if PHA has changed any policies, programs, or plan components from its last Annual Plan.
- 6. Supporting Documents Available for Review
- 7. Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report
- 8. Capital Fund Program 5-Year Action Plan

**ATTACHMENTS:**

- Attachment A** – FY 2006 Capital Fund Program Performance & Evaluation Report
- Attachment B** – FY 2005 Capital Fund Program Performance & Evaluation Report
- Attachment C** – FY 2004 Capital Fund Program Performance & Evaluation Report
- Attachment D** – Violence Against Women Act (VAWA) Report
- Attachment E** – Executive Summary
- Attachment F** – Admissions & Continued Occupancy Policy
- Attachment G** – Section 8 Administrative Plan
- Attachment H** – Public Housing Dwelling Lease
- Attachment I** – Grievance Procedure

**B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE**

**Form HUD-50076**, *PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Streamlined Annual Plan* identifying policies or programs the PHA has revised since submission of its last Annual Plan, and including Civil Rights certifications and assurances the changed policies were presented to the Resident Advisory Board for review and comment, approved by the PHA governing board, and made available for review and inspection at the PHA's principal office;

For PHAs Applying for Formula Capital Fund Program (CFP) Grants:

**Form HUD-50070**, *Certification for a Drug-Free Workplace*;

**Form HUD-50071**, *Certification of Payments to Influence Federal Transactions*; and

**Form SF-LLL & SF-LLLa**, *Disclosure of Lobbying Activities*.

**1. Site-Based Waiting Lists (Eligibility, Selection, Admissions Policies)**

[24 CFR Part 903.12(c), 903.7(b)(2)]

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

**A. Site-Based Waiting Lists-Previous Year**

1. Has the PHA operated one or more site-based waiting lists in the previous year? If yes, complete the following table; if not skip to B. **No**

<b>Site-Based Waiting Lists</b>				
<b>Development Information:</b> (Name, number, location)	<b>Date Initiated</b>	<b>Initial mix of Racial, Ethnic or Disability Demographics</b>	<b>Current mix of Racial, Ethnic or Disability Demographics since Initiation of SBWL</b>	<b>Percent change between initial and current mix of Racial, Ethnic, or Disability demographics</b>

2. What is the number of site based waiting list developments to which families may apply at one time?
3. How many unit offers may an applicant turn down before being removed from the site-based waiting list?
4.  Yes  No: Is the PHA the subject of any pending fair housing complaint by HUD or any court order or settlement agreement? If yes, describe the order, agreement or complaint and describe how use of a site based waiting list will not violate or be inconsistent with the order, agreement or complaint below:

**B. Site-Based Waiting Lists – Coming Year**  
**(Not Applicable)**

If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to next component.

1. How many site-based waiting lists will the PHA operate in the coming year?
2.  Yes  No: Are any or all of the PHA’s site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?  
 If yes, how many lists?

3.  Yes  No: May families be on more than one list simultaneously  
If yes, how many lists?
4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
- PHA main administrative office
  - All PHA development management offices
  - Management offices at developments with site-based waiting lists
  - At the development to which they would like to apply
  - Other (list below)

## **2. Capital Improvement Needs**

[24 CFR Part 903.12 (c), 903.7 (g)]

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

### **A. Capital Fund Program**

1.  Yes  No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete items 7 and 8 of this template (Capital Fund Program tables). If no, skip to B.
2.  Yes  No: Does the PHA propose to use any portion of its CFP funds to repay debt incurred to finance capital improvements? If so, the PHA must identify in its annual and 5-year capital plans the development(s) where such improvements will be made and show both how the proceeds of the financing will be used and the amount of the annual payments required to service the debt. (Note that separate HUD approval is required for such financing activities.).

### **B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)**

Applicability: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

1.  Yes  No: Has the PHA received a HOPE VI revitalization grant? (if no, skip to #3; if yes, provide responses to the items on the chart located on the next page, copying and completing as many times as necessary).
2. Status of HOPE VI revitalization grant(s):

<b>HOPE VI Revitalization Grant Status</b>	
a. Development Name:	
b. Development Number:	
c. Status of Grant:	
	<input type="checkbox"/> Revitalization Plan under development
	<input type="checkbox"/> Revitalization Plan submitted, pending approval
	<input type="checkbox"/> Revitalization Plan approved
	<input type="checkbox"/> Activities pursuant to an approved Revitalization Plan underway

3.  Yes  No: Does the PHA expect to apply for a HOPE VI Revitalization grant in the Plan year?  
If yes, list development name(s) below:

4.  Yes  No: Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year? If yes, list developments or activities below:

5.  Yes  No: Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement? If yes, list developments or activities below:

**3. Section 8 Tenant Based Assistance--Section 8(y) Homeownership Program**  
(if applicable) [24 CFR Part 903.12(c), 903.7(k)(1)(i)]

1.  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 the next component; if "yes", complete each program description below (copy and complete questions for each program identified.)

2. Program Description:

a. Size of Program

Yes  No: Will the PHA limit the number of families participating in the Section 8 homeownership option?

If the answer to the question above was yes, what is the maximum number of participants this fiscal year?

b. PHA established eligibility criteria

Yes  No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?  
If yes, list criteria:

c. What actions will the PHA undertake to implement the program this year (list)?

3. 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 of purchase price and requiring that at least 1 percent of the purchase price 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.
- Partnering with a qualified agency or agencies to administer the program (list name(s) and years of experience below):
- Demonstrating that it has other relevant experience (list experience below):

**4. Use of the Project-Based Voucher Program**

**Intent to Use Project-Based Assistance**

Yes  No: Does the PHA plan to "project-base" any tenant-based Section 8 vouchers in the coming year? If the answer is "no," go to the next component. If yes, answer the following questions.

1.  Yes  No: Are there circumstances indicating that the project basing of the units, rather than tenant-basing of the same amount of assistance is an appropriate option? If yes, check which circumstances apply:
  - low utilization rate for vouchers due to lack of suitable rental units
  - access to neighborhoods outside of high poverty areas
  - other (describe below:)
2. Indicate the number of units and general location of units (e.g. eligible census tracts or smaller areas within eligible census tracts):

## **5. PHA Statement of Consistency with the Consolidated Plan**

[24 CFR Part 903.15]

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary) only if the PHA has provided a certification listing program or policy changes from its last Annual Plan submission.

1. Consolidated Plan jurisdiction: (provide name here)      **Camden County, New Jersey**

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 on its waiting lists 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.
- Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
- Other: (list below)

*The provision of safe, accessible and affordable housing for low-income elderly, persons with disabilities, and families*

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

*A priority in the Camden County Consolidated Plan is providing rental assistance to extremely- low and low-income renters, both small and large households. Clementon Housing Authority has 49 Section 8 vouchers, an additional 20 vouchers specifically designated for persons with disabilities, and a public housing development of 70 units for the elderly. The Authority's current inventory of vouchers and public housing units helps to support this priority of the Camden County Consolidated Plan.*

## **6. Supporting Documents Available for Review for Streamlined Annual PHA Plans**

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.

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
N/A	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans;</i>	5 Year and Annual Plans
X	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Streamlined Annual Plan</i>	Streamlined Annual Plans
N/A	<i>Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan.</i>	5 Year and standard 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
X	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 for families on the PHA’s public housing and Section 8 tenant-based waiting lists.	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] and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies
N/A	Deconcentration Income Analysis ( <b>The Housing Authority owns less than 100 public housing units and is therefore exempt from Deconcentration requirements</b> )	Annual Plan: Eligibility, Selection, and Admissions Policies
N/A	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. <input type="checkbox"/> Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
X	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
X	Schedule of flat rents offered at each public housing development. <input type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. <input checked="" 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 Public Housing Assessment System (PHAS) Assessment (or other applicable assessment).	Annual Plan: Management and Operations
N/A	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
	<b>(Housing Authority was exempt in 2006)</b>	Maintenance and Community Service & Self-Sufficiency
X	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
X	Any policies governing any Section 8 special housing types <input checked="" 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
X	Section 8 informal review and hearing procedures. <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
X	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year.	Annual Plan: Capital Needs
N/A	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants.	Annual Plan: Capital Needs
N/A	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 Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. See PIH Notice 99-52 (HA).	Annual Plan: Capital Needs
N/A	Approved or submitted applications for demolition and/or disposition of public housing.	Annual Plan: Demolition and Disposition
X	Approved or submitted applications for designation of public housing (Designated Housing Plans).	Annual Plan: Designation of Public Housing
N/A	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
X	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
N/A	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
N/A	Policies governing any Section 8 Homeownership program (Section _____ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
N/A	Public Housing Community Service Policy/Programs <input type="checkbox"/> Check here if included in Public Housing A & O Policy	Annual Plan: Community Service & Self-Sufficiency
N/A	Cooperative 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
N/A	FSS Action Plan(s) for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
X	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
N/A	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Pet Policy
X	The results of the most recent fiscal year audit of the PHA conducted under the Single Audit Act as implemented by OMB Circular A-133, the results of that audit and the PHA's response to any findings.	Annual Plan: Annual Audit
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)
X	<b>Resident on the Governing Board</b>	
X	<b>Resident Advisory Board</b>	
X	<b>Definition of Substantial Deviation</b>	

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
X	<b>Deconcentration Narrative</b>	
N/A	Consortium agreement(s) and for Consortium Joint PHA Plans <u>Only</u> : Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection.	Joint Annual PHA Plan for Consortia: Agency Identification and Annual Management and Operations

## 7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: <b>Clementon Housing Authority</b>		Grant Type and Number Capital Fund Program Grant No: <b>NJ39PO73 50 107</b> Replacement Housing Factor Grant No:			Federal FY of Grant: <b>2007</b>
<input checked="" 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	8,066			
8	1440 Site Acquisition				
9	1450 Site Improvement	1,000			
10	1460 Dwelling Structures	59,420			
11	1465.1 Dwelling Equipment—Nonexpendable	1,000			
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment	1,000			
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	<b>70,486</b>			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

**7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

<b>Annual Statement/Performance and Evaluation Report                      Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)                      Part II: Supporting Pages</b>								
<b>PHA Name: Clementon Housing Authority</b>			<b>Grant Type and Number</b> Capital Fund Program Grant No: <b>NJ39PO73 50 107</b> Replacement Housing Factor Grant No:			<b>Federal FY of Grant:</b> <b>2007</b>		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA - WIDE	Fees & Costs	1430	LS	8,066				
	Site Improvements	1450	LS	1,000				
	Dwelling Structures	1460		59,420				
	Dwelling Equipment	1466.1		1,000				
	Non dwelling Equipment	1475		1,000				



## 8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan					
Part I: Summary					
PHA Name: <b>Clementon Housing Authority</b>				<input checked="" type="checkbox"/> <b>Original 5-Year Plan</b> <input type="checkbox"/> <b>Revision No:</b>	
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: <b>2008</b> PHA FY: <b>7/1/2008</b>	Work Statement for Year 3 FFY Grant: <b>2009</b> PHA FY: <b>7/1/2009</b>	Work Statement for Year 4 FFY Grant: <b>2010</b> PHA FY: <b>7/1/2010</b>	Work Statement for Year 5 FFY Grant: <b>2011</b> PHA FY: <b>7/1/2011</b>
	Annual Statement				
<b>PHA-Wide</b>		70,486	70,486	70,486	70,486
<b>CFP Funds Listed for 5-year planning</b>		<b>70,486</b>	<b>70,486</b>	<b>70,486</b>	<b>70,486</b>
Replacement Housing Factor Funds					





**Attachment A**

Annual Statement/Performance and Evaluation Report						
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary						
PHA Name: <b>Clementon Housing Authority</b>		Grant Type and Number Capital Fund Program Grant No: <b>NJ39PO73 50 106</b> Replacement Housing Factor Grant No:			Federal FY of Grant: <b>2006</b>	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:      ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/06 <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	8,066		0	0	
8	1440 Site Acquisition					
9	1450 Site Improvement	1,000		0	0	
10	1460 Dwelling Structures	59,420		0	0	
11	1465.1 Dwelling Equipment—Nonexpendable	1,000		0	0	
12	1470 Nondwelling Structures					
13	1475 Nondwelling Equipment	1,000		0	0	
14	1485 Demolition					
15	1490 Replacement Reserve					
16	1492 Moving to Work Demonstration					
17	1495.1 Relocation Costs					
18	1499 Development Activities					
19	1501 Collateralization or Debt Service					
20	1502 Contingency					
21	Amount of Annual Grant: (sum of lines 2 – 20)	<b>70,486</b>		<b>0</b>	<b>0</b>	
22	Amount of line 21 Related to LBP Activities					
23	Amount of line 21 Related to Section 504 compliance					
24	Amount of line 21 Related to Security – Soft Costs					
25	Amount of Line 21 Related to Security – Hard Costs					
26	Amount of line 21 Related to Energy Conservation Measures					





**Attachment B**

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name: Clementon Housing Authority</b>			<b>Grant Type and Number</b> Capital Fund Program Grant No: NJ39PO7350105 Replacement Housing Factor Grant No:		<b>Federal FY of Grant:</b> <b>2005</b>
<input type="checkbox"/> <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/ Emergencies</b> <input type="checkbox"/> <b>Revised Annual Statement (revision no: 1)</b> <input checked="" type="checkbox"/> <b>Performance and Evaluation Report for Period Ending: 12/31/06</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>					
<b>Line No.</b>	<b>Summary by Development Account</b>	<b>Total Estimated Cost</b>		<b>Total Actual Cost</b>	
		<b>Original</b>	<b>Revised</b>	<b>Obligated</b>	<b>Expended</b>
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	8,556.00	16,129.75	4,629.75	4,079.75
8	1440 Site Acquisition				
9	1450 Site Improvement	2,000.00	-0-	-0-	-0-
10	1460 Dwelling Structures	65,128.00	57,445.95	34,350.70	34,350.70
11	1465.1 Dwelling Equipment—Nonexpendable	2,000.00	1,992.30	1,992.30	-0-
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment	2,000.00	4,116.00	4,116.00	4,116.00
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	<b>79,684.00</b>	<b>79,684.00</b>	<b>45,088.75</b>	<b>42,546.45</b>
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name: <b>Clementon Housing Authority</b>		Grant Type and Number Capital Fund Program Grant No: <b>NJ39PO7350105</b> Replacement Housing Factor Grant No:				Federal FY of Grant: <b>2005</b>		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
<b>PHA - WIDE</b>	A & E FEES – Fire Alarms, etc.	1430	LS	2,500	3,309.75	3,309.75	3,309.75	In progress
	A & E Fees – Entry Audio Visual	1430	LS	4,736	11,500.00	0	0	Planned
	Mod Coordinator	1430	LS	1,320	1,320.00	1,320.00	1,320.00	In progress
	<b>Total 1430</b>			<b>8,556</b>	<b>16,129.75</b>	<b>4,629.75</b>	<b>4,629.75</b>	
	Sidewalk Repair	1450	LS	2000	0	0	0	Deleted
	<b>Total 1450</b>			<b>2000</b>	<b>0</b>	<b>0</b>	<b>0</b>	
	Fire Alarms, etc.	1460	LS	26,779	30,637.70	30,637.70	30,637.70	Complete
	Entry Audio Visual Upgrade	1460	LS	38,349	26,808.25	0	0	Planned
	<b>Total 1460</b>			<b>65,128</b>	<b>57,445.95</b>	<b>30,637.70</b>	<b>30,637.70</b>	
	Replace dwelling equipment	1465.1	LS	2,000	1,992.30	1,992.30	0	In progress
	<b>Total 1465.1</b>			<b>2,000</b>	<b>1,992.30</b>	<b>1,992.30</b>	<b>0</b>	
	Replace non-dwelling equipment	1475	LS	2,000	4,116.00	4,116.00	4,116.00	Complete
	<b>Total 1475</b>			<b>2,000</b>	<b>4,116.00</b>	<b>4,116.00</b>	<b>4,116.00</b>	



**Attachment C**

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name:</b> <b>Clementon Housing Authority</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: NJ39PO7350104 Replacement Housing Factor Grant No:		<b>Federal FY of Grant:</b> <b>2004</b>	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 1) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/06 <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	8,283	8,282.80	8,282.80	8,282.80
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	74,375	74,375.20	74,375.20	74,375.20
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	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	<b>82,658.00</b>	<b>82,658.00</b>	<b>82,658.00</b>	<b>82,658.00</b>
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name: <b>Clementon Housing Authority</b>		Grant Type and Number Capital Fund Program Grant No: <b>NJ39PO7350104</b> Replacement Housing Factor Grant No:			Federal FY of Grant: <b>2004</b>			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA - WIDE	A & E Fees	1430	LS	5,000.00	1,425.00	1,425.00	1,425.00	Complete
	A & E Fees	1430	LS	0	6,452.34	6,452.34	6,452.34	Complete
	Mod Coordinator	1430	LS	6,961.00	405.46	405.46	405.46	Complete
	<b>Total 1430</b>			<b>11,961.00</b>	<b>8,282.80</b>	<b>8,282.80</b>	<b>8,282.80</b>	
	Misc. mech room renovations	1460	LS		2,868.60	2,868.60	2,868.60	Complete
	Fire alarms, etc.	1460	LS		71,506.60	71,506.60	71,506.60	Complete
	<b>Total 1460</b>			<b>74,375.20</b>	<b>74,375.20</b>	<b>74,375.20</b>	<b>74,375.20</b>	



## **Attachment D**

### **Housing Authority of the Borough of Clementon**

#### **Annual Plan**

**Fiscal Year 07/01/2007 – 06/30/2008**

#### **Violence Against Women Act Report**

The Housing Authority of the Borough of Clementon provides or offers the following activities, services, or programs, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking.

**Through cooperation with the local domestic violence agencies and Borough of Clementon Police Department, any cases of violence as described are referred for assistance. The local domestic violence agencies are:**

**Coalition Against Rape & Abuse  
Family Counseling Service  
Office of Victim-Witness Advocacy  
South Jersey Legal Services  
Women's Center/SOLACE**

The Housing Authority of the Borough of Clementon provides or offers the following activities, services, or programs that help child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing.

**Program administrators and staff at the above listed agencies are aware of our housing programs and make client referrals to our office. Apparently eligible clients are placed on our waiting list(s) when they are open.**

**For persons already living in a Housing Authority unit or participating in the Housing Choice Voucher Program who become victims as described, these are referred to police and the listed agencies for assistance. If the management becomes aware of any violator who may be restricted through an order of protection, that person is prohibited from the premises and is considered a trespasser subject to arrest and removal. The Police Department is cooperative and supportive in cases such as this, and willingly responds and enforces the protective orders.**

The Housing Authority of the Borough of Clementon provides or offers the following activities, services, or programs to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

**The same methods as described herein are used, making referrals to the above-referenced agencies for counseling and support services, and attempting to enforce orders of protection with the cooperation of Police Department personnel.**

## **Attachment E**

### **Clementon Housing Authority**

#### **Annual Plan**

**Fiscal Year 07/01/2007 – 06/30/2008**

#### **Executive Summary**

The mission of the Clementon Housing Authority is to serve the citizens of Clementon by providing quality, safe, affordable housing, without discrimination, in an efficient, ethical, and professional manner. This year, a continuing initiative will be the assessment and renovation of our housing stock. We will continue to provide housing that is decent, safe, sanitary and in good repair and is also responsive to needs of the jurisdiction.

Housing Authorities are faced with a continual decrease in federal funds. Decreases in the Operating Subsidy and the Capital Fund Program are making it more difficult to continue much-needed renovations to our aging housing inventory.

Within these funding constraints, safe and affordable housing will be provided to as many low-income families as is possible.

This past year, the Housing Authority invested much time in developing new policies related to occupancy. These new policy documents are in compliance with current HUD regulations, and have been customized to our procedures where there are options within the regulations.

They were made part of the public review, Resident Advisory Board process, and the public hearing. The Housing Authority has incorporated these documents into Attachments to this year's Annual Plan so that they will be a part of the HUD review and approval process.

During the upcoming fiscal year, the Housing Authority will again apply to HUD for a two-year renewal of the Designated Housing Plan for Wooster Tower.

# **CLEMENTON HOUSING AUTHORITY**

## **POLICY ON ADMISSIONS & CONTINUED OCCUPANCY**

Revised: January 2007

Adopted by the Board of Commissioners: April 11, 2007

HUD Approved:



<b>1.0</b>	<b>FAIR HOUSING</b>	<b>1</b>
<b>2.0</b>	<b>REASONABLE ACCOMMODATION</b>	<b>2</b>
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<b>4.0</b>	<b>REQUIRED POSTINGS</b>	<b>3</b>
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# POLICY ON ADMISSIONS AND CONTINUED OCCUPANCY

## INTRODUCTION

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The provisions of this Admissions and Continued Occupancy Policy (hereinafter "Policy") govern admission to and continued occupancy of the HUD Assisted Low-Income Housing Development owned and operated by the Clementon Housing Authority of the Borough of Clementon (hereinafter "Authority" or "CHA").

The purpose of this Policy is to:

- ❑ Establish a fair and equitable policy for selecting applicants to occupy housing units owned and operated by the Authority;
- ❑ Provide fair and reasonable procedures to govern the occupancy of those units in accordance with regulations of the U.S. Department of Housing and Urban Development (HUD);
- ❑ Establish a fair and equitable policy for granting transfers to residents;
- ❑ Permit each applicant and resident the greatest opportunity for the exercise of individual rights.

This Policy conforms to all current HUD regulations. The Authority will comply with any subsequent changes in HUD regulations pertaining to admissions and continued occupancy. If such changes conflict with the provisions of this Policy, HUD regulations will have precedence.

At times when the rehabilitation of a large number of units or other factors indicate a need for special tenant selection policies, amendments to this Policy may be adopted and implemented following HUD approval.

## 1.0 FAIR HOUSING

It is the policy of the Clementon Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The Authority shall affirmatively further fair housing in the administration of its public housing program.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Authority's programs. The Authority shall not deny to any family the opportunity to apply for housing or deny any eligible applicant the opportunity to lease a housing unit suitable to its needs.

Clementon Housing Authority will assist any family that believes they have suffered illegal discrimination by providing the family with copies of the appropriate housing discrimination forms. The Authority will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

## **2.0 REASONABLE ACCOMMODATION**

Clementon Housing Authority does not discriminate against applicants on the basis of their race, religion, sex, national origin, disability, or familial status. In addition, the Authority has a legal obligation to provide "reasonable accommodations" to applicants and/or Residents if they or any family members have a disability.

A reasonable accommodation is some modification or change the Authority can make to its apartments or procedures that will assist a Resident or family with a disability to abide by the terms of the lease, and take advantage of the Authority's programs and services. Examples of reasonable accommodations would include:

- Making alterations to a unit so it could be used by a family member with a wheelchair; or transferring a resident to a unit designed with special features for persons with disabilities;
- Installing strobe type flashing light smoke detectors in an apartment for a family with a hearing impaired member;
- Permitting a family to have a Seeing Eye dog to assist a vision-impaired applicant during the application process;
- Making large type documents or a reader available to a vision-impaired applicant during the application process;
- Making a sign language interpreter available to a hearing impaired applicant during the interview;
- Permitting an outside agency to assist an applicant with a disability to meet the Authority's lease criteria.

An applicant family or resident family that has a member with a disability must still be able to meet essential obligations of tenancy - they must be able to pay rent, to care for their apartment, to maintain housekeeping standards as set forth by the Authority, to report required information to the Authority, to avoid disturbing their neighbors, etc., but there is no requirement that they be able to do these things without assistance.

Any requests for reasonable accommodations must be submitted in writing to the Housing Authority.

### ***2.1 SERVICES FOR LIMITED ENGLISH PROFICIENCY APPLICANTS AND RESIDENTS***

The Clementon Housing Authority shall do its best, within reason, to assist people with Limited English Proficiency (LEP). This shall be accomplished by assessing the need of LEP persons using the four factors described in the January 22, 2007 Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; Notice published in the Federal Register. The Housing Authority shall balance these factors in deciding what to do:

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

Depending upon what this analysis reveals, the Housing Authority may or may not prepare a Language Access Plan (LAP). If a LAP is needed, the guidance outlined in the above reference Notice shall be utilized.

In addition, the Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English. Finally, the Housing Authority shall utilize multilingual "I speak" cards to the maximum degree possible.

### **3.0 RIGHT TO PRIVACY**

All adult members (18 years of age and older) of both applicant and resident households are required to annually sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states under what conditions HUD will release tenant information.

Requests for information by other parties must be accompanied by a signed release request in order for the HA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law or regulations.

### **4.0 REQUIRED POSTINGS**

The Authority will post in the main office, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Admission and Continued Occupancy Policy**
- B. Excess Utility Charges**
- C. Dwelling Lease**
- D. Grievance Procedure**
- E. Fair Housing Poster**
- F. Equal Opportunity in Employment Poster**
- G. Any current Authority Notices**
- H. Current Income Limits**
- I. Request for Reasonable Accommodation Form**
- J. House Rules**

**Notices are posted for items A, C and D advising the public those items are available for review upon request.**

### **5.0 ELIGIBILITY FOR ADMISSION**

#### ***5.1 INTRODUCTION***

There are five eligibility requirements for admission to public housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents.

In addition to the eligibility criteria, families must also meet the Authority's screening criteria in order to be admitted to public housing.

#### ***5.2 ELIGIBILITY CRITERIA***

- A. Family Status**

1. A **family with or without children**: Such a family is defined as a group of people related by blood, marriage, adoption, or affinity that live together in a stable family relationship.
  - a. Children temporarily absent from the home due to placement in foster care are considered family members.
  - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
2. An **elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
  - b. Two or more persons who are at least 62 years of age living together; or
  - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **near-elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
  - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
  - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
4. A **disabled family**, which is:
  - a. A family whose head, spouse, or sole member is a person with a disability;
  - b. Two or more persons with a disability living together; or
  - c. One or more persons with a disability living with one or more live-in aides.
  - d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. A **remaining member of a resident family** is a family member of an assisted family who remains in the unit when other family members have left the unit.
7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a resident family.

**B. Income eligibility**

1. To be eligible for admission to the Authority's developments, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.
2. Income limits apply only at admission and are not applicable for continued occupancy.
3. Income limit restrictions do not apply to families transferring within the Public Housing Program.
4. The Authority may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit.

**C. Citizenship/Eligibility Status**

1. To be eligible for a housing choice voucher at least one member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a))
2. Family eligibility for assistance.
  - a. A family shall not be eligible for assistance unless at least one member of the family residing in the unit is determined to have eligible status, with the exception noted below.
  - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 11.4 for calculating rents under the noncitizen rule)
  - c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

**D. Social Security Number Documentation**

To be eligible, the applicant and each family member six (6) years of age and older must disclose the Social Security Numbers. This requirement also applies to persons joining the family household after admission to any of the Authority's developments.

**E. Signing Consent Forms**

1. In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form(s) must contain, at a minimum, the following:
  - a. A provision authorizing HUD and the Housing Authority to obtain any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
  - b. A provision authorizing HUD or the Housing Authority to verify with previous or current employers or other sources of income information pertinent to the family's eligibility for or level of assistance;

- c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits;
- d. A statement allowing the Housing Authority permission to access the applicant's criminal record with any and all police and/or law enforcement agencies; and
- e. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

**5.3 TENANT SELECTION CRITERIA**

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other residents, Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
- B. The Authority will consider objective and reasonable aspects of the family's background, including the following:
  - 1. History of meeting financial obligations, especially rent;
  - 2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other residents;
  - 3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including violent or drug-related criminal activity that would adversely affect the health, safety, or well being of other residents or staff or cause damage to the property;
  - 4. History of disturbing neighbors or destruction of property;
  - 5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
  - 6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
- C. The Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Authority will verify the information provided. Such verification may include but may not be limited to the following:
  - 1. A credit check of the head, spouse, co-head, and any other adult family members;
  - 2. A rental history check with previous landlords or other appropriate sources of all adult family members;

3. A criminal background check on all adult household members, including live-in aides, at no cost to the applicant. This criminal background check will proceed after each adult household member has signed a consent form designed by the Authority. The information received as a result of the criminal background check shall be used solely for screening, lease enforcement and eviction purposes.

The information derived from the criminal background check shall be shared only with employees of the Authority who have a job-related need to have access to the information.

4. A home visit for applicants who live within a 10-mile radius of the Borough of Clementon. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No household with an individual registered under a State sex offender registration program will be admitted to public housing. The Authority will check with our state registry and if the applicant has resided in another State(s), with that State(s)'s list.

If an applicant is about to be denied housing based on any of the above five screening criteria, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the denial.

#### **5.4 GROUNDINGS FOR DENIAL**

The Authority is not required or obligated to assist families where applicants, including members of the applicant's household:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other residents;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other residents or staff or cause damage to the property; (denied 5 years; the 5 years shall begin on the date of the last reported act, completion of sentence and/or probation period);

An applicant who is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission. The Authority will require verification in all cases where an applicant claims protection against an action proposed to be taken by the Authority involving such individual. Types of acceptable verifications are

outlined in the Authority's "Violence Against Women Act (VAWA) Policy", and must be submitted within 10 calendar days after receipt of the Housing Authority's request for verification.

- G. Have a history of disturbing neighbors or destruction of property; (denied 2 years; the 2 years shall begin on the date of the last reported act, completion of sentence and/or probation period);
- H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; (denied 5 years; the 5 years shall begin on the date of the last reported act, completion of sentence and/or probation period);
- J. Were evicted from federally assisted housing within the past seven (7) years because of drug-related criminal activity. The seven-year limit is based on the date of such eviction, not the date the crime was committed.
- K. Convicted of drug trafficking, defined as the illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance; (denied 10 years from date of conviction);
- L. Are currently engaging in the illegal use of a controlled substance. For purposes of this section, a member is "currently engaged in" the criminal activity if the person has engaged in this behavior recently enough to justify a reasonable belief that the behavior is current; (denied 2 years; the 2 years shall begin on the date of the last reported act, completion of sentence and/or probation period);
- M. The Housing Authority determines that it has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; (denied 2 years; the 2 years shall begin on the date of the last reported act, completion of sentence and/or probation period);
- N. The Housing Authority determines that it has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; (denied 2 years; the 2 years shall begin on the date of the last reported act, completion of sentence and/or probation period);

**For paragraphs L, M and N above:** In determining whether to deny admission for illegal drug use by a household member who is no longer engaging in such abuse, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the Housing Authority may consider whether such household member:

1. Is participating in a supervised drug or alcohol rehabilitation program;
2. Has successfully completed a supervised drug or alcohol rehabilitation program; or
3. Has otherwise been successfully rehabilitated.

For this purpose, Clementon Housing Authority will require the applicant to submit evidence of the household member's current participation in, or successful completion of, a supervised

drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

- O. Have engaged in or threatened abusive or violent behavior towards any Authority staff or residents; (denied 5 years; the 5 years shall begin on the date of the last reported act, completion of sentence and/or probation period);
- P. Are fugitive felons, parole violators, and/or persons fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees; (denied 10 years; the 10 years shall begin on the date of the last reported act, completion of sentence and/or probation period);
- Q. **Denied for Life: If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development, in a Section 8 assisted property, or on the premises of other federally assisted housing;**
- R. **Denied for Life: Has a lifetime registration under a State sex offender registration program.**

Families terminated from the Clementon Housing Authority's public housing and/or Housing Choice Voucher Program for cause (other than criminal activity) shall be denied admission to the public housing program for two (1) years from the date of the termination, unless a longer prohibited period is specified in this Section 5.4)

With respect to criminal activity and/or other violations described in this Section:

**Unless otherwise provided by law, proof of violation shall not require an arrest, charge, or criminal conviction, but shall be by a preponderance of the evidence.**

Clementon Housing Authority will include those instances using the preponderance of evidence definition in Black's Law Dictionary which states:

"Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more provable than not."

Before the Authority makes a final determination to deny admission to the Authority's public housing program on the basis of a criminal background, the Authority must notify the household of the proposed action and must provide the Person with the criminal record and the head of household with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record. The household will have ten (10) calendar days to dispute the accuracy and relevance of the record by requesting an informal hearing in writing. If the Housing Authority does not receive the dispute within the allotted time, the applicant will be denied.

## **5.5 INFORMAL REVIEW**

- A. If the Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision

and state that the applicant may request an informal review of the decision within 10 days of the denial.

Within 15 business days of the receipt of a request for an informal review, the Authority shall notify the ineligible applicant of the date and time of the review. The applicant has the right to a reasonable opportunity to examine any documents related to the determination of ineligibility.

The informal review is to be conducted by an impartial review panel who had no part in the ineligibility determination, appointed by the Executive Director. The applicant must be given the opportunity to present written or oral objections to the Authority's decision. The Authority must notify the applicant in writing of the final decision within 10 business days after the informal review, including a brief statement of the reasons for the final decision. A copy of the written decision will be retained in the applicant's file.

Any applicant determined eligible after going through the informal review shall be placed on the waiting list(s) according to the date of the original application.

- B. For nationals or noncitizens, the applicant family may request that the Authority provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 business days of receipt of the Notice of Denial or Termination of Assistance, or within 30 business days of receipt of the INS appeal decision.

For the applicant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 business days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

## **6.0 APPLICATIONS FOR ADMISSION**

### **6.1 COMPLETED APPLICATIONS**

Interested persons may apply for admission to Clementon Housing Authority's public housing development by completing an application form. Completed applications must be submitted in person or by mail at the Housing Authority's Office located at 22 Gibbsboro Road, Clementon, NJ, 08201. The Office is open every business day from 9:00 A.M. until 4:00 P.M. Applications will be mailed to interested families upon request.

Anyone may apply, as long as the waiting list is open; the Authority will not deny anyone the right to complete an application.

Applications are taken to compile a waiting list. All completed applications will be date and time stamped.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Authority to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is 1- (800) 852-7899.

The application process will involve two phases. The first phase is the application for housing assistance, which requires the family to provide Consent for Release of Information forms, limited basic information regarding income and establishing any preferences to which they may be entitled. Information provided by the applicant will be reviewed to determine if the applicant appears to be eligible.

It is the responsibility of the applicant to accurately and completely fill out the application. Authority staff shall be available to assist with the application process. If an incomplete application is received, Authority staff will make reasonable efforts to contact the applicant and inform him/her of the additional information required. If those efforts fail, the application will be considered withdrawn. Reasonable efforts shall not exceed two telephone calls or if necessary a letter will be sent to the applicant. A record of those efforts shall be maintained with the application.

Upon receipt of the family's complete application, the Authority will make a preliminary determination of eligibility. If preliminarily eligible, the family will be placed on the waiting list(s). If the Authority determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant is responsible for informing the Authority of any changes in their applicant status including changes in family composition, income, or preference factors. All reported changes from the applicant must be in writing. The Authority will annotate the applicant's file and will update their place on the waiting list(s). The applicant is also responsible for informing the Authority if the family's address or phone number changes. Failure to do so may result in an application being withdrawn.

## **6.2 FINAL ELIGIBILITY DETERMINATION**

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears or reaches the top of the waiting list. At this point, a criminal background check, landlord check, credit check and a home visit will be conducted using current consent forms. Pending the outcome of these reviews, otherwise eligible applicants at the top of the waiting list will be given an appointment with the management staff for an interview to update information on the original application.

Each applicant household shall be required to provide all information and authorizations to enable the Authority to verify all preferences, eligibility, suitability and selection factors in order to determine the family's final eligibility for admission into public housing.

If the preference verification indicates that the family is no longer entitled to the preference on their application form, they will be placed on the waiting list(s) with other non-preference holders according to date of the original pre-application. The Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

The verification process is discussed in Section 8.0 of this Policy.

## **7.0 MANAGING THE WAITING LISTS**

### **7.1 OPENING AND CLOSING THE WAITING LISTS**

Applications for admission to the Housing Authority's public housing development is normally accepted on an ongoing basis. However, when the Authority determines that the waiting list has grown unreasonably long, the Authority may cease taking pre-applications and close the waiting list. The Authority will publicly advertise the closing and reopening of pre-application intake periods in local newspapers. The public notice for reopening of the intake period will state where, when, and how to apply.

### **7.2 ORGANIZATION OF THE WAITING LIST**

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

- A. The application will be a permanent file;

- B. All applications on the waiting list will be maintained in order of preference, then priority and then in order of date and time of application; and
- C. Any contacts between the Authority and the applicant will be documented in the applicant file.

### **7.3 PURGING THE WAITING LISTS**

The Authority will update and purge its waiting list periodically to ensure that the pool of applicants reasonably represents the interested families for whom the Authority has current information, i.e. applicant's address, family composition, income category, and preferences. The Authority shall mail requests to each applicant for updated household information. Each applicant shall be required to respond within a specific time frame, which shall be no less than two weeks from the date the request was mailed to the applicant by the Authority.

The application of any household that fails to respond to the update request by the specific deadline date will be deemed withdrawn. Once an application is withdrawn, it may not be re-activated. To be considered for admission, the applicant shall be required to reapply.

### **7.4 REMOVAL OF APPLICANTS FROM THE WAITING LISTS**

The Authority will not remove an applicant's name from the waiting lists unless:

- A. The applicant requests in writing that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program;
- C. The applicant does not meet either the eligibility or suitability criteria for the program.
- D. The applicant is housed.

## **8.0 VERIFICATION**

The Authority will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

### **8.1 ACCEPTABLE METHODS OF VERIFICATION**

#### **A. VERIFICATION METHODS:**

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or, for citizenship, documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by the following verification methods acceptable to HUD, in the order of preference indicated:

1. **Enterprise Income Verification (EIV)** – HUD’s online **wage and benefit** system that allows PHAs to validate the accuracy of tenant-reported income from an independent source in computerized form.

2. **Up-front Income Verifications (UIV)**

UIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals.

EIV/UIV sources will be used before, during and/or after regular and interim reexaminations of household income as appropriate.

EIV information may not always be available for persons just entering the public housing program. NOTE: Income figures from EIV may not always be correct.

3. **Third –Party Written Verifications**

This type of verification includes written documentation, with forms sent directly to and received directly from a source, not passed through the hands of the family. It may also be a report generated automatically by another government agency, i.e., Department of Welfare, Veterans Administration, etc.

Third-party written verifications may also be used to supplement Up-front Income Verifications.

Because EIV/UIV information may not always be available for persons just entering the public housing program, verification of SS and SSI benefits shall be obtained by getting a copy of an official Social Security Administration letter of benefits from the person receiving the benefits. When this is the case, the file shall be documented as to why EIV/UIV and third party verification was not used.

The Housing Authority will allow one (1) week for the return of third party written verifications prior to continuing on to the next type of verification.

4. **Third-Party Oral Verifications**

This type of verification includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date of the conversation and the facts obtained.

The Housing Authority will allow three (3) business days for the return of third party oral verifications prior to continuing on to the next type of verification.

5. **Review of Documents**

When UIV, written and oral third party verifications are not available within the one (1) week and three (3) business days period allowed in 3 and 4 above, the Housing Authority will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

6. **Self-Certification and Self-Declaration**

When UIV, written and oral third party verifications are not available within the one (1) week and three (3 ) business days period allowed in 3 and 4 above, and hand-carried verification cannot be obtained, the Housing Authority will accept a statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

Third-party written, third-party oral and family-provided verifications may also be used to supplement Up-front Income Verifications.

Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name, date of contact, amount received, etc.

Appendix 3 includes a chart outlining types of verifications that can be accepted.

## **B. DISCREPANCIES IN VERIFIED INCOME**

HUD has established the criteria for what constitutes a **substantial difference** in cases where UIV income data differs from third-party written, third-party oral, and/or family-provided income information. HUD defines a **substantial difference** as one that is \$ 200 or more per month.

Where there is a **substantial difference** between the UIV and any other sources, the Housing Authority will independently verify the UIV information through other sources and the family will be granted an opportunity to contest any adverse findings. The Housing Authority shall follow the guidelines below:

1. The Housing Authority shall request written **thirty-party verification** from the income source(s).
2. The Housing Authority will review **historical income** data for patterns of employment, paid benefits, and/or receipts of other income when the Authority cannot readily anticipate income, such as in cases of seasonal employment, unstable working hours, and suspected fraud.
3. The Housing Authority must **analyze all data** (UIV, third-party verified data, and other documents including information provided by the family) and attempt to resolve the income discrepancy.
4. The Housing Authority will use the most **current verified income data** (and historical income data if appropriate) to calculate anticipated annual income.

If the foregoing procedure reveals and verifies a source of income and/or amount of income of \$200 or more per month that was not disclosed by the resident family, and the family has been given the opportunity to contest the findings, then the Housing Authority shall do one of the following:

1. Immediately calculate and collect the back rent due to the agency;
2. Establish a repayment plan for the resident to pay the sum due to the agency (see Section 19 for information on Repayment Agreements);
3. Terminate the lease and evict for failure to report income

4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency; and/or
5. Utilize other actions including criminal prosecution, reporting to the Credit Bureau, and/or any other appropriate remedy.

### **C. UPFRONT INCOME VERIFICATIONS PRIVACY REQUIREMENTS:**

It is important to note that EIV/UIV data will only be used to verify an applicant or resident's eligibility for participation in a rental assistance program and to determine the level of assistance the resident is entitled to receive and only by properly trained persons whose duties require access to this information. Any other use, unless approved by the HUD Headquarters EIV/UIV Security System Administrator, is specifically prohibited and will not occur.

No adverse action can be taken against a resident until Clementon Housing Authority has independently verified the EIV/UIV information and the resident has been granted an opportunity to contest any adverse findings through the established grievance procedure.

Furthermore, the information the Housing Authority derives from the EIV/UIV system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals.

### **8.2 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS**

The citizenship/eligible noncitizen status of each family member regardless of age must be determined. Prior to being admitted, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a Social Security card, birth certificate, military ID, or military DD 214 Form.

Prior to being admitted, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Authority will make a copy of the individual's INS documentation and place the copy in the file. The Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Authority will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible noncitizens must be listed on a statement of noneligible members and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing. If they are members of families that include citizens, the rent must be pro-rated.

Any family member who does not choose to declare their status must be listed on the statement of noneligible members.

If no family member is determined to be eligible under this section, the family's eligibility will be denied.

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.

If the Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

### **8.3 VERIFICATION OF SOCIAL SECURITY NUMBERS**

Prior to admission, each family member six (6) years of age and older who has a Social Security number must provide verification of their Social Security number. New family members must provide this verification prior to being added to the lease.

If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the family cannot be housed until verification is provided.

### **8.4 TIMING OF VERIFICATION**

Verification information must be dated within ninety (90) calendar days of certification for new admissions or reexamination for Authority residents. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes. When an interim reexamination is conducted, the Authority will only verify and update those elements reported to have changed.

### **8.5 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME**

- A. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the resident shall bring the letter to \_\_\_the main office within thirty (30) calendar days of receipt.
- B. The main office shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.
- C. After the reconciliation is complete, the Authority shall, if appropriate, adjust the resident's rent beginning at the start of the next month. If the reconciliation is completed during the final five (5) calendar days of the month, the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the Authority shall do one of the following:
  - 1. Immediately collect the back rent due to the agency;
  - 2. Establish a repayment plan for the resident to pay the sum due to the agency;
  - 3. Terminate the lease and evict for failure to report income; or
  - 4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

## **9.0 TENANT SELECTION AND ASSIGNMENT PLAN**

### **9.1 PREFERENCES**

**NOTE: A PREFERENCE DOES NOT GUARANTEE ADMISSION.** The applicant must still meet the Authority's other resident screening criteria before being accepted as a resident. (See Section 5, Eligibility For Admission.)

Otherwise eligible applicants will be selected according to the following preferences:

#### **PRIORITY I**

Priority I applicants reside in, work in or have been hired to work in the Borough of Clementon. These applicants will then be selected according to the following local preference:

1. Veterans

#### **PRIORITY II**

Priority II applicants are residents who previously lived or worked in the Borough of Clementon. These applicants will then be selected according to the following local preference:

1. Veterans

#### **PRIORITY III**

Priority III applicants are not Clementon or prior Clementon residents. These applicants will then be selected according to the following local preference:

1. Veterans

Based on the above Priorities, all families in Priority I will be offered housing before any families in Priority II, and Priority II families will be offered housing before any families in Priority III.

#### **VERIFICATION OF PREFERENCES:**

The following are acceptable types of preference verifications:

##### **Resident or prior resident of Clementon:**

One of any of the following that show addresses:

Lease, utility bill, driver's license, voter registration card, award letter from any state or federal agency

**(P.O. Box addresses are excluded)**

##### **Employed or previously employed in the Borough:**

Pay stubs, tax return, W-2

##### **Veterans:**

Honorable discharge papers

**\*\*NOTE\*\***

Families who have more than one preference **DO NOT** receive an additional priority over families with only one preference. Applicants with preferences shall be selected before applicants without preferences.

These factors being equal, the date/time of the application determines the order of selection.

Selection policies and procedures shall be exercised only to the extent that they do not impede attainments of the objectives of Title VI of the Civil Rights Act of 1964 and the goals related to housing families with a broad range of particular groups or category of otherwise eligible applicants.

**Buildings Designated as Elderly Only Housing:**

Wooster Towers has been approved by HUD as being designated for elderly only.

**9.2 ACCESSIBLE UNITS**

When an accessible unit becomes available, the Authority shall offer the unit in the following order:

1. To current Authority residents who have a disability (see definition of disabled person in Appendix 2, Definition of Terms) who would benefit from the unit's accessible feature, but whose current unit does not have such features. If there is more than one current resident requiring the accessibility features of the available unit, the family with the earliest written request for a transfer shall be selected for the unit. If there are no written requests for such transfers, transfers to the accessible unit shall be based on seniority.
2. To eligible and qualified households on the waiting list who have a disability which would benefit from the unit's accessibility features: (a) An accessible unit shall be offered first to households who qualify for a preference and who need the specific features of the available unit. (b) Thereafter, an accessible unit shall be offered to households on the waiting list who need the specific accessibility features, in order of the eligibility verification date, but who do not have a preference. This is despite the presence on the waiting list of households with preferences and/or earlier application dates, but who do not require the specific accessibility features of the available unit.
3. To current Authority residents (without disabilities). In this case, the household must agree, in writing, to transfer to a non-accessible unit at the request of the Authority. A written rider to the lease agreement shall be signed by the resident household and the Authority's Executive Director or designee.
4. To other eligible and qualified households on the waiting list (without disabilities). In this case, the household must agree, in writing, to transfer to a non-accessible unit at the request of the Authority. A written rider to the lease agreement shall be signed by the resident household and the Authority's Executive Director or designee.

5. In the event there are no accessible units available to accommodate an applicant with a disability, the Authority shall make reasonable accommodations to physically adapt the available vacant unit for said applicant.

**9.3 ASSIGNMENT OF ONE-BEDROOM UNITS**

The outside waiting list for requests for a one bedroom apartment will be prioritized as follows:

1. An application from a couple
2. An application from a single person with a medical need accompanied by a medical note\*
3. An application from a single person for convenience

The internal waiting/transfer list will be prioritized as follows:

1. A request from a current resident with a medical need accompanied by a doctor’s note\*
2. A request from a current resident for convenience

The filling of a vacant one bedroom apartment will be as follows:

1. A current resident with a medical need accompanied by a doctor’s note
2. A couple on the outside waiting list
3. A single applicant with a medical need and doctor’s note
4. A convenience request from a current tenant
5. A single applicant from the outside waiting list

All lists will be kept in order based on the date and time of request

\* The inability to sleep on a sofa bed will not be considered a medical need

**9.4 ASSIGNMENT OF BEDROOM SIZES**

The following will serve as a guideline to help the Authority determine each family’s unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4

This is only a guideline; variations from this may be justified based on familial status, available units, market conditions, etc.

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families. Two adults will share a bedroom unless related by blood. No assignment of units will be made which require the use of the living room for sleeping.

In addition, the following considerations may be taken in determining bedroom size:

- A. Adults and children will not be required to share a bedroom.
- B. Foster – adults and/or foster - children will not be required to share a bedroom with family members.

Exceptions to normal bedroom size standards include the following:

- A. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The Authority will allow the larger size unit if the family provides a verified medical or disability related need that the family be housed in a larger unit.
- B. Live-in aides will get a separate bedroom.
- C. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.
- D. In no event will a single person who is not an elderly or displaced person, or a person with disabilities be provided with a unit that is larger than one-bedroom.

**9.5      *SELECTION FROM THE WAITING LIST***

The Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income (Income Targeting).

To ensure this requirement is met we shall monitor quarterly the incomes of newly admitted families and the incomes of the families on the waiting lists. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting lists to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting lists we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

**9.6      *DECONCENTRATION POLICY***

The Clementon Housing Authority is not subject to the deconcentration requirements according to 24 CFR 903.

### **9.7 OFFER OF A UNIT**

When the Authority determines that a unit will become available, we will contact the first eligible family on the waiting list who has the highest priority for this type of unit (and, if necessary, whose income category would help to meet the income targeting goal).

The Authority will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given seven (7) business days from the date the family was contacted by telephone or from the date the letter was mailed to contact the Authority regarding the offer.

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have seven (7) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the applicant file. If the family rejects the offer of the unit, the Authority will document the file.

### **9.8 REJECTION OF UNIT**

If in making the offer to the family the Authority skipped over other families on the waiting list in order to meet their Income Targeting goal and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If the Authority did not skip over other families on the waiting list to reach this family and the family rejects the offer of a unit two times without good cause, the family will be placed at the bottom of the waiting list in the appropriate category (either preference holders or non-preference holders). The family will be offered the right to an informal review of the decision to alter their application status. When a family is placed at the bottom of a development's waiting list for refusal without good cause, it does not have any affect on the status of their place on any other waiting list(s) their name may be on.

If the family rejects the offer of a unit with good cause, they will not lose their place on the waiting list. Good cause includes reasons related to health, unavailability of a unit with needed accessible features, bound by terms of current lease, etc.

### **9.9 ACCEPTANCE OF UNIT**

The family will be required to sign a lease that will become effective no later than sixty (60) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is sooner.

The applicant will be provided a copy of the Lease, the Rent Collection Policy, and House Rules (House Rules are also posted in the Authority's office). The Lease specifies the unit to be occupied, family composition, date of admission, the rent to be charged, excess utilities, and the terms and conditions of occupancy. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Authority personnel. The certification will be filed in the resident's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members (18 years and older) will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the Authority will retain the original executed lease in the resident's file.

When a family transfers to another unit, the existing Lease shall be canceled and a new Dwelling Lease executed for the second unit.

## **10.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT**

### **10.1 FAMILY CHOICE**

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the income-based rent method or having their rent set at the flat rent amount.

- A. Families who opt for the flat rent may request to have an interim reexamination and return to the income-based rent method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the income-based method would be more financially feasible for the family.
  - 4. Once the family returns to the income-based rent during their "recertification year", they cannot revert to the flat rent until their next annual recertification.
  
- C. Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, the Authority will provide them with the following information whenever they have to make rent decisions:
  - 1. The Authority's policies on switching types of rent in case of a financial hardship; and
  - 2. The dollar amount of tenant rent for the family under each option. If the family chose a flat rent for the previous year, the Authority will provide the amount of income-based rent for the subsequent year only the year the Authority conducts an income reexamination or if the family specifically requests it and submits updated income information.

### **10.2 THE INCOME-BASED RENT METHOD**

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total tenant payment or the Minimum Rent of \$25.

### **10.3 MINIMUM RENT**

The Authority has set the minimum rent at \$25. However if the family requests a hardship exemption, the Authority will suspend the minimum rent beginning the month following the family's request until the Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature. All requests for a hardship exemption must be submitted in writing.

- A. A hardship exists in the following circumstances:
1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
  2. When the family would be evicted because it is unable to pay the minimum rent;
  3. When the income of the family has decreased because of changed circumstances, including loss of employment; and
  4. When a death has occurred in the immediate family.
- B. No hardship. If the Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 calendar days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension, and all monies owed will be due and payable to the Authority. During the suspension period the Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
- D. Long-term hardship. If the Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists. Back rent will not be due in this circumstance.
- E. Appeals. The family may use the grievance procedure to appeal the Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

#### **10.4 THE FLAT RENT**

The Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its age, condition, amenities, services, and neighborhood. The Authority determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied if necessary. Affected families will be given a 30-day notice of any rent change. Adjustments are applied at the end of the annual lease for each affected family.

Flat rents are incorporated into this policy upon approval by the Board of Commissioners.

**There is no utility allowance for families paying a flat rent. Clementon Housing Authority has already factored who pays the utilities into the flat rent calculation.**

## **10.5 MANDATORY INCOME DISALLOWANCE**

The rules governing disallowance of income as a result of employment and its effect on the rent charged to a resident are as follows:

The incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion is only available to the following families:

1. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
2. Families whose income increases during the participation of a family member in any economic self-sufficiency or other job-training program.
3. Families who are or were, within the past six (6) months, assisted under a State TANF or Welfare to Work program, as determined by the Authority in consultation with the local TANF agency, and whose earned income increases.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

## **10.6 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE**

A mixed family will receive full continuation of assistance if **ALL** of the following conditions are met:

- A. The family was receiving assistance on June 19, 1995;
- B. The family was granted continuation of assistance before November 29, 1996;
- C. The family's head or spouse has eligible immigration status; and
- D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

For other eligible mixed families, the family's assistance is prorated in the following manner:

- A. Determine the 95<sup>th</sup> percentile of gross rents (tenant rent plus utility allowance) for the Authority. The 95<sup>th</sup> percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

**10.7 HOUSING AUTHORITY MISTAKES IN CALCULATING RENT**

If the Clementon Housing Authority makes a mistake in calculating a resident's rent contribution and overcharges the resident, the resident shall receive a refund for the amount of the mistake going back a maximum of 12 months. The refund shall be given to the resident as soon as practical or credited to the resident's account, whichever the resident desires unless the resident owes the Housing Authority money in which case the debt shall be offset to the degree possible before the resident chooses between the two refund methods.

**10.8 PAYING RENT**

Rent and other charges are due and payable no later than the tenth business day of the month. Rent and other charges due under the lease can be paid (either in person or by mail) at the Authority's Main Office located at 22 Gibbsboro Road, Clementon, NJ 08021. **All payments must be by check or money order.**

The resident shall be assessed a \$5 late fee if rent is received after the tenth business day of the month. For checks returned for non-sufficient funds, the resident shall be assessed the amount charged to the Housing Authority by the bank, plus the \$5 late fee.

## 11.0 RECERTIFICATIONS

At least annually, the Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

### 11.1 *ELIGIBILITY FOR CONTINUED OCCUPANCY*

The income, allowances and family composition of each household shall be reexamined within 12 months of the family's move-in date and no less than once each year thereafter. Reexaminations determine the resident's monthly rent, eligibility for continued occupancy and the required unit size. The Authority follows all pertinent HUD regulations in its completion of reexaminations.

Only those residents meeting all of the following requirements will be considered eligible for continued occupancy:

- A. Qualify as a family or the remaining member of a resident family.
- B. Have exhibited conduct since residing in public housing that shows the residents:
  - 1. Have not interfered with other residents in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare.
  - 2. Have not adversely affected the physical enjoyment of the community.
  - 3. Have not adversely affected the financial stability of the community.
- C. Are in full compliance with the terms and conditions of the Lease and the Drug-Free Housing Lease Addendum.

### 11.2 *CHOICE OF RENT*

Each year at the time of the annual reexamination, the family has the option of selecting the Authority's established flat rent or having their rent based on the amount of their income (income-based rent). **Families have only one choice per year except for financial hardship cases.** In order for families to make informed choices about their rent options, the Authority will provide them with the following information whenever they have to make rent decisions:

- 1. The Authority's policies on switching types of rent in case of a financial hardship; and
- 2. The dollar amount of tenant rent for the family under each option. If the family chose a flat rent for the previous year, the Authority will provide the amount of income-based rent for the subsequent year during the year when the Authority conducts an income reexamination or if the family specifically requests it and submits updated income information.

### **11.3 REGULAR REEXAMINATIONS**

Approximately 90 days in advance of the scheduled annual reexamination effective date, the family shall be notified that they are required to participate in a reexamination interview.

Prior to recertification, the family shall provide all information regarding income, assets, family composition, allowances, and other information deemed necessary.

At the time of the recertification, all adult members of the household will be required to sign on the recertification forms, Authorization for Release of Information forms (Consent forms), and all other forms required for occupancy.

The Housing Authority will access EIV/UIV sources and/or send the consent forms to the sources that will verify the family circumstances.

Upon receipt of verification for families selecting the income-based rent, the Authority will determine the family's annual income and will calculate their rent as follows:

The total tenant payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income;
- C. The welfare rent: or
- D. The minimum rent.

The family will pay the greater of the total tenant payment or the Minimum Rent of \$25.

The family will also be required to select either the flat rent or the income-based rent. Each family shall sign a certification as to its rent choice.

### **11.4 MISSED APPOINTMENTS**

Families failing to respond to the initial reexamination appointment will be issued a final appointment within one week. Failure by the family to attend the second scheduled interview will result in the Authority taking eviction actions against the family.

### **11.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS**

The new rent will generally be effective upon the anniversary date with thirty (30) calendar days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

## 11.6 **INTERIM REEXAMINATIONS**

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

Families are required to report the following changes to the Authority between regular reexaminations. If the family's rent is being determined under the income-based method, these changes will trigger an interim reexamination. The family shall report the following changes within ten (10) calendar days of their occurrence. All changes must be submitted in writing.

- A. All changes in household composition.
- B. Increases in income.
- C. Decreases in income.
- D. Increase in allowances or deductions.

**Cost of living increases in Social Security or public assistance grants need not be reported until next re-examination and redetermination of rent.**

For families on income-based rent, the Authority will schedule an interim reexamination if it is alleged that the resident has misrepresented the facts upon which the rent is based. In such cases, any increase in rent shall be made retroactive.

The Authority may, at its discretion, schedule interim reexaminations when it deems it is in its interest to do so.

Interim reexaminations do not affect regularly scheduled reexamination effective dates.

Families who opted for the flat rent at a previous annual reexamination may request to have an interim reexamination and return to the income-based rent method at any time for any of the following reasons:

1. The family's income has decreased.
2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
3. Other circumstances creating a hardship on the family such that the income-based method would be more financially feasible for the family.
4. Once the family returns to the income-based rent during their "recertification year", they cannot revert to the flat rent until their next annual recertification.
5. **All requests to return to the income-based rent must be submitted in writing on the Interim Family Choice of Rent Certification.**

## 11.7 **SPECIAL REEXAMINATIONS**

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income or have a temporary decrease in income, the Authority may schedule special reexaminations every sixty (60) calendar days until the income stabilizes and an annual income can be determined.

### **11.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS**

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first day of the second month after the month in which the change occurred. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

### **11.9 CHANGES IN HOUSEHOLD COMPOSITION**

- A. Residents are required to report any change in household composition within ten (10) working days of the change. All changes must be submitted in writing.
- B. New household members may be added to the resident's lease if the new family member has been added as the result of birth, marriage, reconciliation with a spouse, legal adoption, placement of foster children, or award of full custody to or by a member of a household on the lease. However no new household member over the age of five (5) years may be added unless and until that person has provided the required information to the Authority and been determined eligible for admission according to the guidelines specified in this policy. The Authority has the right to deny admission to any person found to be ineligible.
- C. A resident requesting a live-in-aide will be required to provide verification of the need for a live-in-aide. In addition, before approval of the live-in-aide, the individual (live-in-aide) must complete an application form for purposes of determining citizenship/eligible immigrant status and the live-in-aide will go through the screening process similar to the process for applicants. The Authority will determine the eligibility of the live-in-aide before approval can be granted. If the individual is found to be ineligible or does not pass the screening criteria, the resident will be advised in writing and given the opportunity for an informal review. Under no circumstances will the live-in-aide be added to the lease or be considered the last remaining member of a resident family.
- D. Residents will not be permitted to allow a former resident of the Authority who has been evicted to occupy the unit for any period of time.
- E. A resident must provide documentation as required by the Authority when reporting that a family member has vacated the household. In the case of an income producing household member, the Authority will require at least two documents verifying the new address or other evidence deemed acceptable by the Authority. Utility bills, a driver's license, an automobile registration, voter registration, an employer's verification, or a lease bearing the family member's name, new address and a date are examples of acceptable evidence. Court papers indicating that a family member has left the household such as a Petition for Dissolution of Marriage, a Petition for an Order of Protection from Abuse, or a Petition for Legal Separation may also be acceptable.
- F. A resident reporting a decrease in household size, which changes the unit size for which the family is eligible, will be required to be placed on the transfer list. A resident eligible for a transfer to a larger or smaller unit as the result of approved changes in household composition will be placed on the transfer list effective the date the transfer request is approved.

## **12.0 COMMUNITY SERVICE**

Clementon Housing Authority has only one public housing development. This development has been designated elderly only. Elderly residents are exempt from Community Service requirements; therefore the Housing Authority is not subject to Community Service requirements.

## **13.0 UNIT TRANSFERS**

### ***13.1 OBJECTIVES OF THE TRANSFER POLICY***

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by ensuring that each family occupies the appropriate size unit.
- C. To facilitate relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- F. To eliminate vacancy loss and other expense due to unnecessary transfers.

### ***13.2 CATEGORIES OF TRANSFERS (3)***

Category 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.

Category 2: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization, revitalization, disposition or demolition work to proceed.

Category 3: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Authority occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the Authority when a transfer is the only or best way of solving a serious problem.

Category 4: Tenant requested transfers. These transfers are generated by tenants requesting a move not related to reasons identified in Categories 1, 2, or 3.

### ***13.3 DOCUMENTATION***

When the transfer is at the request of the family for a medical reason, the family will be required to provide third party verification of the need for the transfer.

#### **13.4 PROCESSING TRANSFERS**

Transfers on the waiting lists will be sorted by the above categories and within each category by date and time.

Transfers in category 1 and 2 will be housed ahead of any other families, including those on the applicant waiting lists. Transfers in category 1 will be housed ahead of transfers in category 2.

Transfers in category 3 and 4 will be housed in accordance with the process outlined in Appendix 4.

Upon offer and acceptance of a unit, the family will execute all lease documents, and complete the transfer within thirty (30) calendar days.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
- B. If the transfer is being made at the request of the Housing Authority and the family rejects two offers without good cause, the Housing Authority will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
- C. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer. After turning down a second such offer without good cause, the family's name will be moved to the bottom of the list.

#### **13.5 COST OF THE FAMILY'S MOVE**

The cost of the transfer generally will be borne by the family in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e., by the police);
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The transferring family without disabilities signed a statement to this effect prior to accepting the accessible unit); or
- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Authority when the transfer is needed in order to carry out modernization, disposition, or demolition activities.

The responsibility for moving costs in other circumstances will be determined on a case by case basis.

### **13.6 RESIDENTS IN GOOD STANDING**

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Authority. This means the family must be in compliance with their lease, current in all payments to the Authority, and must pass a housekeeping inspection.

All charges for damages (other than normal wear and tear) to the current unit by the resident must be paid in full prior to taking possession of the new unit.

### **13.7 TRANSFER REQUESTS**

A resident may request a transfer at any time by completing a transfer request form. In considering the request, the Authority may request a meeting with the resident to better understand the need for transfer and to explore possible alternatives. The Authority will review the request in a timely manner and if a meeting is desired, it shall contact the resident within fifteen (15) business days (unless there are extenuating circumstances) of receipt of the request to schedule a meeting.

The Authority will grant or deny the transfer request in writing within fifteen (15) business days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

### **13.8 RIGHT OF THE AUTHORITY IN TRANSFER POLICY**

The Authority reserves the right to suspend its Transfer Policy because of its efforts to decrease vacancies or any other management initiative. Transfer requests will then be treated on a case-by-case basis solely at the discretion of the Authority.

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

## **14.0 INSPECTIONS**

### **14.1 MOVE-IN INSPECTIONS**

The Authority and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be placed in the resident file.

### **14.2 ANNUAL INSPECTIONS**

The Authority will inspect each public housing unit annually to ensure that each unit meets the Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

### **14.3 SPECIAL INSPECTIONS**

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Authority.

### **14.4 HOUSEKEEPING INSPECTIONS**

Generally, at the time of annual inspection, or at other times as necessary, the Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

### **14.5 NOTICE OF INSPECTION**

For inspections defined as annual inspections, special inspections, and housekeeping inspections the Authority will give the resident at least two (2) business days written notice.

### **14.6 EMERGENCY INSPECTIONS**

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

### **14.9 MOVE-OUT INSPECTIONS**

The Authority conducts the move-out inspection after the resident vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the resident is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the tenant.

## **15.0 TERMINATION**

### **15.1 GENERAL**

The lease is the contract between the Authority and the resident that governs the conditions of tenancy and determines when eviction is appropriate.

### **15.2 TERMINATION BY RESIDENT**

The resident may terminate the lease at any time upon submitting a 15-calendar day written notice. If the tenant vacates prior to the end of the 15-calendar days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

### **15.3 TERMINATION BY THE AUTHORITY**

The Clementon Housing Authority will abide by the lease, all HUD regulations and state laws with regard to eviction notices, the serving of those notices and a resident's right to appeal.

The Housing Authority will terminate the lease for serious or repeated violations of material lease terms. Such violations include, but are not limited to, the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any violent or drug-related criminal activity on or off the premises, not just on or near the premises. This includes any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control. This includes but is not limited to the manufacture of methamphetamine on the premises of the Clementon Housing Authority or on the premises of any other federally assisted housing;
- K. Non-compliance with Non-Citizen Rule requirements;
- L. Permitting persons not on the lease to reside in the unit more than three (3) calendar days each month without the prior approval of the Housing Authority;

- M. Any activity by the resident, household members, or guests of the resident, that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority;
- N. Alcohol abuse that the Housing Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- O. The Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program;
- P. Determination that a household member is illegally using a drug or when the Housing Authority determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- Q. Criminal activity as shown by a criminal record. In such cases the Clementon Housing Authority will notify the household of the proposed action to be based on the information and will provide the subject of the record and the Head of household with a copy of the criminal record before the Housing Authority grievance hearing or court trial concerning the termination of tenancy or eviction. The tenant will be given an opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court trial; and
- R. Other good cause.

With respect to criminal activity and/or other violations described in this Section:

**Unless otherwise provided by law, proof of violation shall not require an arrest, charge, or criminal conviction, but shall be by a preponderance of the evidence.**

Clementon Housing Authority will include those instances using the preponderance of evidence definition in Black's Law Dictionary which states:

"Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more provable than not."

If an individual or family's lease is terminated for criminal activity, the Clementon Housing Authority will notify the local post office serving the development that the individual or family no longer lives there.

In deciding to terminate a tenancy for criminal activity or alcohol abuse, the Clementon Housing Authority will consider circumstances relevant to the particular case such as the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, the effects that the eviction would have on family members not involved in the offending activity, and the extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action.

**AND**

In deciding to terminate a tenancy for criminal activity or alcohol abuse, the Clementon Housing Authority will require a leaseholder to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for an action or failure to act that warrants the termination.

**AND**

In deciding to terminate a tenancy for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the Housing Authority may consider whether such household member:

1. Is participating in a supervised drug or alcohol rehabilitation program;
2. Has successfully completed a supervised drug or alcohol rehabilitation program; or
3. Has otherwise been successfully rehabilitated.

For this purpose, Clementon Housing Authority may require the leaseholder to submit evidence of one of the above 3 statements.

**15.3A VAWA Protections:** Under the Violence Against Women Act (VAWA), public housing residents have the following specific protections, which will be observed by the Clementon Housing Authority:

An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

The Housing Authority may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants.

The Housing Authority may honor court orders regarding the rights of access or control of the property, including EPO's, DVO's, and other orders issued to protect the victim and is used to address the distribution or possession of property among household members where the family "breaks up."

There is no limitation on the ability of the Housing Authority to evict for other good cause unrelated to the incident or incidents of domestic violence, dating violence or stalking, other than the victim may not be subject to a "more demanding standard" than non-victims.

There is no prohibition on the Housing Authority evicting if it "can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's (victim's) tenancy is not terminated."

Any protections provided by law which give greater protection to the victim are not superseded by these provisions.

Clementon Housing Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Housing Authority. Types of acceptable verifications are outlined in the Authority's "Violence Against Women Act (VAWA) Policy", and must be submitted within 10 calendar days after receipt of the Housing Authority's request for verification.

**15.4 TERMINATIONS FOR CRIMINAL ACTIVITY**

- A. The term “due process determination” means a determination by HUD that the law covering the Clementon Housing Authority’s jurisdiction requires that residents must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit.
  
- B. HUD has issued a due process determination that the law of this State requires that residents be given the opportunity for a hearing in a court that provides the basic elements of due process before eviction from a dwelling unit. The Clementon Housing Authority has therefore determined that their Grievance Procedure shall not be applicable to any termination of tenancy or eviction for:
  - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Clementon Housing Authority’s public housing premises by other residents or employees of the Housing Authority;
  - 2. Any violent or drug-related criminal activity on or off such premises; or
  - 3. Any activity resulting in a felony conviction.

## 16.0 REPAYMENT AGREEMENTS

When a resident owes the Housing Authority back charges (unpaid rent, other charges, unreported income, underreported income, etc.) the resident must either promptly (within 10 calendar days) pay the full amount owed or enter into a Repayment Agreement. In all cases, the amount owed to the Authority shall be paid back in as short a term as possible, ordinarily not to exceed twelve (12) months.

The repayment term **MAY** be extended if the amount exceeds \$1,200. The Housing Authority will consider these circumstances on a case-by-case basis at the discretion of the Executive Director or his/her designee.

All Repayment Agreements must be in writing and signed by the Housing Authority and all adult members of the household.

Failure to comply with the Repayment Agreement terms may subject the resident to eviction procedures for non-payment and breach of the Agreement.

Also, refusal to enter into a Repayment Agreement for monies owed will subject the resident to eviction procedures.

If the Authority determines that the family committed willful and intentional fraud, the Authority will require the family to repay the entire amount in full or have its assistance terminated. If the family's assistance is terminated and repayment has not been made, the money will still be considered due and owing to the Authority.

The Authority may also consider local prosecution and forward the case to the Regional Inspector General for Investigation.

The Housing Authority has the sole discretion of whether to enter into a Repayment Agreement.

**Note: If the housing authority has a minimum rent greater than \$0, they must allow for repayment agreements for those tenants whose rental amount is the minimum rent and who have had their rent abated for a temporary period.**

## **17.0 ANTI-FRAUD POLICY**

Clementon Housing Authority is fully committed to combating fraud in its public housing program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading the Housing Authority. It results in the inappropriate expenditure of public housing funds and/or a violation of public housing requirements.

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. Clementon Housing Authority shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, the Housing Authority shall take action. It shall do one or more of the following things depending on circumstances and what it determines appropriate:

- A. Require the resident to immediately repay the amount in question;
- B. Require the resident to enter into a satisfactory repayment agreement as set forth in a previous section of this Policy;
- C. Terminate the resident's tenancy;
- D. Refer the case for criminal prosecution; or
- E. Take such other action as the Housing Authority deems appropriate.

**DEFINITION OF ANNUAL AND ADJUSTED INCOME****ANNUAL INCOME**

**Annual Income** is the gross income anticipated to be received by all members of the household (even if temporarily absent) for the 12 month period following the effective date of initial certification or reexamination (annual or interim reexamination of income), including net income derived from assets, and exclusive of income that is temporary, non-recurring or sporadic as defined in Paragraph 3, below. Once the annual income is determined, the Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

- I. **Annual Income includes, but is not limited to**, the amounts specified in the federal regulations currently found in 24 CFR 5.609:
- A. The gross amount (before any payroll deductions) of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services of all adult family members. (See Appendix 2 for definition of adult.);
  - B. The net income from operation of a business or profession (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business). An allowance for depreciation of assets used in a business or profession may be deducted based on straight-line depreciation as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
  - C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Income that could have been derived from assets worth more than \$1000 that were disposed of for less than fair market value within the past two years will be counted as income.
  - D. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment (but see paragraph II-C of this appendix);
  - E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;
  - F. Welfare Assistance payments
    - 1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the Welfare Assistance agency in accordance with the

actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

- a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus
- b. The maximum amount that the welfare assistance agency could in fact allow the Family for shelter and utilities. If the family's Welfare Assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

## 2. Imputed welfare income

- a. A family's annual income includes the amount of imputed welfare income (because of specified welfare benefits reductions resulting from either welfare fraud or the failure to comply with economic self-sufficiency requirements, as specified in notice to the Authority by the welfare agency) plus the total amount of other annual income.
- b. At the request of the Authority, the welfare agency will inform the Authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Authority will use this information to determine the amount of imputed welfare income for a family.
- c. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the Authority by the welfare agency).
- d. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- e. The Authority will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- f. If a resident is not satisfied that the Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Authority denies the family's request to modify such amount, then the Authority shall give the resident written notice of such denial, with a brief explanation of the basis for the Authority's determination of the amount of imputed welfare income. The Authority's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.
- g. Relations with welfare agencies

- 1). The Authority will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the Authority written notice of such reduction, the family's annual income shall include the imputed welfare income because of the specified welfare benefits reduction.
  - 2). The Authority is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the Authority. However, the Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.
  - 3), Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Authority shall rely on the welfare agency notice to the Authority of the welfare agency's determination of a specified welfare benefits reduction.
- G. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
- H. All regular pay, special pay and allowances of a member of the Armed Forces (but see paragraph II-G below); and
- I. Any earned income tax credit to the extent it exceeds income tax liability.

II. **Income Exclusions: Annual income does not include the following** amounts specified in the federal regulations currently found in 24 CFR 5.609:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses (but see paragraph I-D of this appendix);
- D. Amounts which are specifically received for, or in reimbursement of the cost of medical expenses for any family member;
- E. Income of a live-in aide (as defined in Appendix 2) residing in the unit;
- F. Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the United States Government to a veteran, for use in meeting the cost of tuition, fees, books, equipment, materials, supplies and transportation to the extent that such amounts are so used. Any amounts of such scholarships or payments to veterans, not used for the above purposes that are available for subsistence are to be included in income;
- G. The hazardous duty pay to a family member in the Armed Forces away from home and exposed to hostile fire;
- H. The amounts received from the following programs:
  - 1. Amounts received under training programs funded by HUD;
  - 2. 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);
  - 3. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
  - 4. Amounts received under 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 Authority, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; or
  - 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
- I. Temporary, nonrecurring or sporadic income (including gifts);
- J. Reparation payments made by foreign governments in connection with the Holocaust (for all initial determinations and reexaminations carried out on or after April 23, 1993);

- K. Earnings in excess of \$480 for each full-time student 18 years or older (*excluding* the head of household and spouse);
- L. Adoption assistance payments in excess of \$480 per adopted child;
- M. The incremental earnings due to new employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion is only available to the following families:
  - 1. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
  - 2. Families whose income increases during the participation of a family member in any economic self-sufficiency or other job-training program.
  - 3. Families who are or were, within the past six (6) months, assisted under a State TANF or Welfare to Work program, as determined by the Authority in consultation with the local TANF agency, and whose earned income increases.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

- N. Deferred periodic payments of supplemental security income and Social Security benefits that are received in a lump sum payment;
- O. 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;
- P. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- Q. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
  - a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
  - b. Payments to Volunteers under the domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);
  - c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
  - d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
  - e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));

- f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);
- g. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04);
- h. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);
- i. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- j. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));
- k. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent*-product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- l. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
- o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
- r. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
- s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).
- t. Any low-income subsidy received to assist low-income persons in paying for their Medicare Prescription Drug Program.

The Authority will not provide exclusions from income in addition to those already provided for by HUD.

## ADJUSTED INCOME

Adjusted Income is Annual Income (as defined in this Appendix) minus the following allowances:

1. \$480 for each dependent;

**Note:** *The head, co-head, spouse, foster child or live-in aide are never counted as dependents. No allowance shall be deducted for an unborn child.*

2. \$400 for any elderly family or disabled family;

3. The sum of the following, to the extent the sum exceeds three % of annual income:

- a. Unreimbursed medical expenses of any elderly family or disabled family;
- b. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus

4. Reasonable childcare expenses for children 12 and younger necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

**DEFINITION OF TERMS**

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611) See Appendix 1 for complete definition.

**Adult:** A household member who has reached the age of legal majority in the State of New Jersey (18 years old) or a head, spouse, co-head, or co-resident under the age of eighteen (18) who has executed the appropriate emancipated adult form. An emancipated minor is also considered an adult. In the anti-drug portions of this policy, it also refers to a minor who has been convicted of a crime as an adult under any Federal, State or tribal law.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly and disabled families, dependents, medical expenses for elderly families, disability expenses, and childcare expenses for children less than 12 years of age. These are detailed in Appendix 1.

**Annual Income:** The anticipated total annual income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets for the 12 month period following the effective date of the initial determination or reexamination of income. See Appendix 1 for complete definition of Annual Income, income inclusions and income exclusions.

**Applicant (applicant family):** A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

**Application:** The full, formal and complete family information form signed by the head of household and all adult household members. The applicants' signatures on the application form certifies that all information provided is complete and accurate.

**Assets:** The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

**Business Days:** Days the housing authority is open for business.

**Child Care Expenses:** Amounts anticipated to be paid by the family for the care of children under 12 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education, and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare, and in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from employment that is included in annual income.

**Citizen:** A citizen or national of the United States. (24 CFR 5.504(b))

**Clementon Resident:** For eligibility purposes, any applicant who lives or works in the Authority's area of operation on the date of application or who, on the date of application, can demonstrate a valid offer of employment in the Authority's area of operation. This definition excludes temporary residence with family or friends in the Authority's area of operation at the time of application.

The Authority's area of operation includes the Borough of Clementon, New Jersey.

**Community service:** The performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

**Consent Form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers, and return information for unearned income from the Internal Revenue Service, assets, etc.. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

**Covered Person:** For purposes of the anti-drug provisions of this policy, a covered person is a resident, any member of the resident's household, a guest or another person under the resident's control.

**Currently engaging in:** With respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current.

**Dependent:** A member of the household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a person with a disability, or is a Full-time Student.

**Disabled Family:** A family whose head, spouse or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

**Disabled Person:** A person who:

- A. Has a disability as defined in 42 U.S.C. 423
- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
  - 1. Is expected to be of long-continued and indefinite duration;
  - 2. Substantially impedes his or her ability to live independently; and
  - 3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- C. Has a developmental disability as defined in 42 U.S.C. 6001

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence

**Displaced Family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

**Displaced Person:** A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

**Drug:** means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

**Drug-Related Criminal Activity:** The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

**Economic self-sufficiency program:** Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

**Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

**Elderly/Disabled Family Allowance:** For elderly/disabled families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

**Elderly Person:** A person who is at least 62 years of age.

**Eviction:** The dispossession of the resident from the leased unit as a result of the termination of the lease, for serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or fulfill the resident obligations set forth in HUD regulations, Federal, and New Jersey law, or for other good cause.

**Extremely low-income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

**Family:** Family includes but is not limited to:

- A. A family with or without children;
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a resident family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a resident family. (24 CFR 5.403)

**Flat Rent:** A rent amount the family may choose to pay in lieu of having their rent determined under the income-based method. The flat rent is established by the Authority set at the market value for the unit.

**Foster Care Payment:** Payment to eligible households by state, local or private agencies for the care of a child placed in the home by an agency.

**Full-time Student:** A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

**Guest:** Means a person temporarily staying in the unit with the consent of a resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

**Head of Household:** An adult, 18 years of age or older, whom the members of the family have routinely looked to as the head of the family, and who is legally competent to sign a binding contract.

**HUD:** The U.S. Department of Housing and Urban Development or its designee.

**Income-Based Rent (Formula Method):** A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent.

**Imputed Income:** For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

**Imputed welfare income:** The amount of annual income not actually received by a family, as a result of a welfare benefit reduction for welfare fraud or the failure to comply with economic self-sufficiency requirements, that is nonetheless included in the family's annual income for purposes of determining rent.

**In-Kind Payments:** Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

**Lease:** A written agreement between the Authority and an eligible family for the leasing of a Public Housing unit.

**Law enforcement agency:** The National Crime Information Center (NCIC), police departments and other law enforcement agencies that hold criminal conviction records.

**Live-In Aide:** A person who resides with one or more elderly persons, near-elderly persons or persons with disabilities, and:

- a. Is determined by the Authority to be essential to the care and well-being of the person(s);
- b. Is not obligated for support of the person(s); and
- c. Would not be living in the unit except to provide necessary supportive services.

**A live-in aide does not qualify as the remaining member of a resident family.**

**Low Income Families:** A family whose Annual Income does not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

**Medical Expenses:** Those medical expenses that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance, including medical insurance premiums, payments on accumulated major medical bills, dental expenses, prescription medicines, eyeglasses, hearing aids, and batteries, cost of care attendant, and transportation expenses directly related to medical treatment. Also included are over the counter items medically advised in writing by a physician.

**Mixed family:** A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

**Monthly Adjusted Income:** One twelfth of adjusted income. (24 CFR 5.603(d))

**Monthly Income:** One twelfth of annual income. (24 CFR 5.603(d))

**Near-Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

**Net Family Assets:** Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.

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

**Non-Citizen:** A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

**Occupancy Standards:** The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Other person under the resident's control:** For the purposes of the definition of covered person it means the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section) because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the resident's control.

**Participant:** A family or individual that is assisted by the public housing program.

**Permanently absent:** A person or persons not actually residing in the unit who once lived there and does not intend to return. One becomes permanently absent when one vacates the unit.

**Premises:** for purposes of the anti-drug provisions of this policy it means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

**Previously unemployed:** This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

**Recognized Resident Council:** An incorporated or unincorporated nonprofit organization or association that meets each of the following requirements:

- a. It must be representative of the residents it purports to represent;
- b. It may represent residents in more than one project, but it must fairly represent residents from each project that it represents;
- c. It must adopt written procedures providing for the election of specific officers on a regular basis (but at least once every three years);
- d. It must have a democratically elected governing board; and
- e. The voting membership of the governing board must consist of residents of the project or projects that the resident council or organization represents.

**Reexamination:** The process of securing documentation on family income and composition to show that residents meet the eligibility requirements for continued federal assistance. The reexamination will result in

recalculation of the Total Tenant Payment and Tenant Rent, and will determine whether the family's unit size is still appropriate.

**Reexamination Effective Date:** The date established by the Authority on which a rent change becomes effective following verification of all income, assets, expenses and circumstances.

**Remaining Member of the Tenant Family:** A person left in an assisted unit after other family members have vacated who may or may not normally qualify for assistance on his or her own circumstances (e.g., near-elderly person). The person must be of legal age to sign a lease (adult) and all amounts incurred under the previous lease must have been paid before the person is provided a lease in his/her name.

**Single Person:** A person who lives alone or intends to live alone, and who does not qualify as an elderly family or displaced person or as the remaining member of a resident Family. A single pregnant woman will be determined eligible as a single person, and the income limit for a one-person family will be used. No allowance will be deducted from annual income for the unborn child.

**Specified Welfare Benefit Reduction:**

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
  - 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
  - 2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
  - 3. because a family member has not complied with other welfare agency requirements.

**State Wage Information Collection Authority (SWICA):** The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

**Temporary Assistance to Needy Families (TANF):** The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

**Tenant Rent:** The amount payable monthly by the family as rent to the Authority. Where the Authority supplies all utilities (except telephone and cable) and other essential housing services, tenant rent equals total tenant payment. (plus any charges for excess utility consumption)

**Total Tenant Payment:** Total Tenant Payment shall be the highest of the following, rounded to the nearest dollar:

- a. 30 percent Monthly Adjusted Income;
- b. 10 percent of Monthly Income; or
- c. If the family receives welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the monthly portions of such payment which is so

designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

**All households shall pay a Minimum Rent of \$25.**

**Utility Allowance:** An amount determined by the Authority as an allowance for the cost of utilities (except telephone) payable directly by the resident.

**Utility Reimbursement:** the amount by which the Utility Allowance for the unit exceeds the Total Tenant Payment (negative rent).

**Very Low Income Family:** A Family whose Annual Income does not exceed 50 percent of the median income for the area, as determined by HUD.

**Violent criminal activity:** means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State, or local governments.

**Written notification:** All written notifications required in this policy shall be hand delivered or mailed via first class mail unless specified otherwise.

**TYPES OF VERIFICATION**

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, Clementon Housing Authority will send a request form to the source along with a release form signed by the applicant/tenant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security, electronic reports	Social Security card or a third party document stating the Social Security Number
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school and/or college students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Childcare costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Medicare Discount Card		A card with the words "Medicare Approved" on it
<b>Value of and Income from Assets</b>		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond



**SECTION 8 PROGRAM  
ADMINISTRATIVE PLAN**

**CLEMENTON HOUSING AUTHORITY**

Revised: January 2007

Adopted by the Board of Commissioners: April 11, 2007

HUD Approved:

## **1. SECTION 8 POLICIES AND PROCEDURES**

### **A. OBJECTIVE OF THE PLAN**

The overall plan for the Clementon Housing Authority's ("Authority") Section 8 Program is designed to achieve the following objectives:

1. To provide decent, safe and sanitary housing for extremely low and very low-income families at an affordable cost;
2. To provide a greater choice of housing;
3. To provide guidance in the administration of the programs in compliance with the U.S. Department of Housing and Urban Development (HUD) requirements and the Authority's policies.

The Administrative Plan ("Plan") covers both admission and continued occupancy in the Section 8 tenant-based program (Housing Choice Voucher Program).

All issues related to program administration are governed by Federal regulations (24 CFR parts 5, 887, and 982), HUD Memos and Notices, HUD guidelines or other applicable law. The Plan complies with 24 CFR 982.54, which outlines the requirements of the Section 8 Administrative Plan.

The Authority is responsible for complying with all subsequent changes in HUD regulations. If such changes conflict with this Plan, HUD regulations will have precedence.

### **B. NON-DISCRIMINATION POLICY**

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

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agency's programs. The Authority shall not deny to any family the opportunity to apply for housing or deny any eligible applicant the opportunity to lease a housing unit suitable to its needs.

To further its commitment to full compliance with applicable Civil Rights laws, the Housing Authority will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Choice Voucher Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Housing Authority office.

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

The Authority's office is accessible to persons with mobility impairments. Accessibility for the hearing impaired is provided by the TTD/TDY telephone number: 1- (800) 852-7899.

The Authority will maintain lists of available housing as submitted by owners within the Authority's jurisdiction to ensure "greater mobility and housing choice".

### **C. REASONABLE ACCOMMODATIONS**

The Clementon Housing Authority will provide "reasonable accommodations" to applicants and/or participants if they or any family members have a disability. A reasonable accommodation is some modification or change the Authority can make to its procedures that will assist an individual or family with a disability to abide by the terms of the lease, and take advantage of the Authority's programs and services.

In order to be determined reasonable, the accommodation must meet two criteria:

1. Would the accommodation constitute a fundamental alteration? The Clementon Housing Authority's business is housing. If the request would alter the fundamental business that the Authority conducts, that would not be reasonable. For instance, the Authority would deny a request to have the Housing Authority do grocery shopping for the person with disabilities.
2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.

Generally the individual knows best what they need; however, the Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Authority's programs or services.

If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The Housing Authority does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible. The Housing Authority may, however, grant a higher payment standard for units where property owners make physical modifications for persons with disabilities so long as the payment standard does not exceed 110% of FMRs.

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

**D. SERVICES FOR LIMITED ENGLISH PROFICIENCY APPLICANTS AND PARTICIPANTS**

Clementon Housing Authority shall do its best, within reason, to assist people with Limited English Proficiency (LEP). This shall be accomplished by assessing the need of LEP persons using the four factors described in the January 22, 2007 Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; Notice published in the Federal Register. The Housing Authority shall balance these factors in deciding what to do:

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

Depending upon what this analysis reveals, the Housing Authority may or may not prepare a Language Access Plan (LAP). If a LAP is needed, the guidance outlined in the above reference Notice shall be utilized.

In addition, the Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English. Finally, the Housing Authority shall utilize multilingual "I speak" cards to the maximum degree possible.

## **2.OUTREACH**

### **A. FAMILY OUTREACH**

The Authority will continue to disseminate information concerning the availability of housing assistance for very low-income and extremely low-income families. When the waiting list indicates a need for additional families, the Authority will make known to the public, through publication in a newspaper of general circulation, minority media, and other suitable means, the availability of housing assistance for very low-income and extremely low-income families.

The Notice must:

1. Advise families that applications will be taken, identify the location, and include the dates and times applications will be accepted; and
2. State that occupants/applicants for Public (Low Rent) Housing, to be considered for the Section 8 Voucher Programs, must specifically apply for the Section 8 Program and that applicants for the Section 8 Program will not lose their place on the Public Housing waiting list.

### **B. OWNER OUTREACH**

The Authority welcomes the participation of owners of decent, safe, and sanitary housing units.

1. The Section 8 Staff continues to make personal contact through formal or informal discussions or meetings with private property owners. Program requirements are explained to acquaint the owners/managers with the opportunities available under the program.
2. The Authority maintains a list of interested landlords and their current addresses. Landlords may call the Authority to list available properties with the Section 8 office. This information is provided to families searching for available housing.
3. The Authority, through owner outreach, encourages the participation of owners of affordable housing in all areas of its jurisdiction, provides assistance to Section 8 families with children to motivate and increase housing choice, and takes action to broaden area-wide housing choice.

### **3. INITIAL PROGRAM ELIGIBILITY**

To be eligible for participation, an applicant must meet the criteria for eligibility determination as established by HUD, as well as any additional criteria established by the Authority.

HUD has established the following factors for eligibility:

- Family Composition
- Income Limits
- Citizenship and eligible non-citizenship status
- Social Security Number documentation
- Signing Consent Forms
- Other Criteria for Admission as defined by the Authority

#### **A. FAMILY COMPOSITION**

The family must qualify as a Family. The definition of family includes:

1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or similarity that lives together in a stable family relationship.
  - a. Children temporarily absent from the home due to placement in foster care are considered family members.
  - b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.
2. An **elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
  - b. Two or more persons who are at least 62 years of age living together; or
  - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **near-elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
  - b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or
  - c. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

4. A **disabled family**, which is:
  - a. A family whose head, spouse, or sole member is a person with disabilities;
  - b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.
  - d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
5. A **displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. A **remaining member of a tenant family** is a family member of an assisted family who remains in the unit when other family members have left the unit.
7. A **single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

## **B. INCOME LIMITATIONS**

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program be a family that is:
  - a. An extremely low-income or a very low-income family;
  - b. A low-income family continuously assisted under the 1937 Housing Act, including families relocated from public housing for the convenience of the agency (continuously assisted families are not counted against the income targeting requirements);
  - c. A low-income family that is a nonpurchasing resident in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;
  - d. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.
2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.
3. The applicable income limit for issuance of a housing choice voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.
4. Families who are moving into the Clementon Housing Authority's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority must meet the income limit for the area where they are initially assisted under the program.

5. Families who are moving into the Clementon Housing Authority's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the Clementon Housing Authority program.
6. Income limit restrictions do not apply to families transferring units within the Clementon Housing Authority Section 8 Program.

**C. CITIZENSHIP/ELIGIBLE IMMIGRANT STATUS**

To be eligible for a housing choice voucher at least one member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a))

Family eligibility for assistance.

1. A family shall not be eligible for assistance unless at least one member of the family residing in the unit is determined to have eligible status, with the exception noted in number 3 below.
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. – (See Section 11.D-4) for calculating rents under the noncitizen rule).
3. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

**D. SOCIAL SECURITY NUMBER DOCUMENTATION**

To be eligible, all family members 6 years of age and older must provide a Social Security Number or certify that they do not have one. Adults must certify for minors.

**E. SIGNING CONSENT FORMS**

1. In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form(s) must contain, at a minimum, the following:
  - a. A provision authorizing HUD and the Housing Authority to obtain any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
  - b. A provision authorizing HUD or the Housing Authority to verify with previous or current employers or other sources of income information pertinent to the family's eligibility for or level of assistance;

- c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits;
- d. A statement allowing the Housing Authority permission to access the applicant's criminal record with any and all police and/or law enforcement agencies; and
- e. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

## **F. SUITABILITY FOR TENANCY**

The Housing Authority determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. The Housing Authority will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. If the individual has lived outside the local area, the Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC).

This criminal background check will proceed after each adult household member has signed a consent form designed by the Housing Authority. The information received as a result of the criminal background check shall be used solely for screening purposes. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it was requested has been accomplished and the period for filing a challenge to the Housing Authority's action has expired without a challenge or final disposition of any litigation has occurred.

The Clementon Housing Authority will check with the State sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender. The Housing Authority will check with our state registry and if the applicant has resided in another State(s), with that State(s)'s list.

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

**Additional screening is the responsibility of the owner.** Upon the written request of a prospective owner, the Clementon Housing Authority will provide to the owner the name, address, and phone number of the applicant's current landlord and any previous landlords that are known to the housing authority.

In addition, if an owner submits a request to the Housing Authority for criminal records concerning an adult member of an applicant or resident household, signed consent forms, and the owner's standards for prohibiting admission, the Housing Authority must request the criminal conviction records from the appropriate law enforcement agency or agencies, as determined by the Housing Authority. If the Housing Authority receives criminal conviction records requested by an owner, the Housing Authority must determine whether criminal action by a household member, as shown by such criminal conviction records, may be a basis for applicant screening, lease enforcement or eviction, as applicable in accordance with HUD regulations and the owner's criteria. The Housing Authority must notify the owner whether the Housing Authority has received criminal conviction records concerning the household member, and of its determination whether such criminal

conviction records may be a basis for applicant screening, lease enforcement or eviction. However, the PHA must not disclose the household member's criminal conviction record or the content of that record to the owner, but merely the fact of whether or not they comply with HUD regulations and the owner's criteria. The Housing Authority will charge owners a fee of **\$20** for this service.

The same service shall be available to owners of federally assisted housing in their attempt to determine if an applicant is on the state sex offender list upon the request of the owner. Once again, the information itself will not be disclosed to the owner; the Housing Authority will merely apply the criteria the owner establishes. The fee for this service shall be **\$20**.

### **G. GROUNDS FOR DENIAL**

The Clementon Housing Authority will deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;
- E. Have a family member who was evicted from federally assisted housing within the past seven (7) years because of drug-related criminal activity. The seven (7) year limit is based on the date of such eviction, not the date the crime was committed.

However, the Housing Authority may admit the household if the PHA determines:

- 1. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the Clementon Housing Authority; or
  - 2. The circumstances leading to the eviction no longer exist (for example, the criminal household member is imprisoned or has died).
- F. Have a household member who is currently engaging in illegal use of a drug;
  - G. Have a household member whose illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
  - H. Have a household member who has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing (denied for life);
  - I. Have a household member who is subject to a lifetime registration requirement under a State sex offender registration program (denied for life);
  - J. Have a household member whose abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

- K. Have a household member who is a fugitive felon, parole violator or person fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
- L. Have a household member who is currently engaged in, or has engaged in the following during the last seven (7) years before the projected date of admission:
  - 1. Drug-related criminal activity;
  - 2. Violent criminal activity;
  - 3. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or
  - 4. Other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the Clementon Housing Authority (including a Housing Authority employee or a Housing Authority contractor, subcontractor or agent).

For purposes of this section, a household member is “currently engaged in” criminal activity if the person has engaged in the behavior recently enough to justify a reasonable belief that the behavior is current.

An applicant who is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission. The Authority will require verification in all cases where an applicant claims protection against an action proposed to be taken by the Authority involving such individual. Types of acceptable verifications are outlined in the Authority’s “Violence Against Women Act (VAWA) Policy”, and must be submitted within 10 calendar days after receipt of the Housing Authority’s request for verification.

- M. Have a family member who violated any family obligations under previous participation in the program;
- N. Have a family member who has been evicted from federally assisted housing in the last seven (7) years;
- O. Have a family member that the Clementon Housing Authority ever terminated assistance for under the program;
- P. Have a family member who has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- Q. Currently owes rent or other amounts to the Clementon Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act;
- R. Have not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
- S. Have breached an agreement with Clementon Housing Authority to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority;
- T. If a family participating in the Family Self-Sufficiency Program, a family fails to comply, without good cause, with the family’s FSS Contract of Participation;

- U. Have engaged in or threatened abusive or violent behavior towards any Clementon Housing Authority staff member or resident;
- V. If a welfare-to-work (WTW) family fails, willfully and persistently, to fulfill its obligations under the welfare-to-work voucher program.

For purposes of this section, the Clementon Housing Authority may deny assistance for criminal activity by a household member as authorized in this section if the Housing Authority determines, based on a preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted of such activity.

Clementon Authority will include those instances using the preponderance of evidence definition in Black's Law Dictionary which states:

**“Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more provable than not.”**

If the Clementon Housing Authority denies admission to the Clementon Housing Authority's Housing Choice Voucher program on the basis of a criminal record, the Housing Authority will provide the person with the criminal record (i.e., the family member) and the applicant head of household with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record, in the procedures for the Informal Review Process for Applicants. The applicant will have ten (10) calendar days to dispute the accuracy and relevance of the record in writing. If the Clementon Housing Authority does not receive the dispute within the allotted time, the applicant will be denied.

**Reapplication to the Housing Choice Voucher Program:** families terminated from the Clementon Housing Authority for cause (other than criminal activity) shall be denied participation in the Housing Choice Voucher Program for two (2) years from the date of the termination, unless a longer prohibited period is specified in this Section 3.G)

## **H. STUDENT ASSISTANCE**

No assistance shall be provided for a student under section 8 of the 1937 Act to any individual who:

1. Is enrolled as a student at an institution of higher education, as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002);
2. Is under 24 years of age;
3. Is not a veteran of the United States military;
4. Is unmarried;
5. Does not have a dependent child; and
6. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under section 8 of the 1937 Act.

## **4.APPLICATION PROCESS**

### **A. OPENING/CLOSING OF APPLICATION TAKING**

If the Authority is taking applications on an open enrollment basis and decides to close the waiting list, the Authority will do so in accordance with HUD regulations.

If the waiting list is closed and the Authority decides to open the waiting list, the Authority shall publicly announce the opening in the manner provided by HUD.

### **B. INITIAL APPLICATION**

Interested persons may apply for admission to Clementon Housing Authority's Section 8 program by completing an application form. Applications are available at the Housing Authority's office located at 22 Gibbsboro Road, Clementon, NJ. Completed applications must be submitted in person or by mail at the Housing Authority's Office. The Office is open every business day from 9:00 a.m. until 4:00 p.m. Applications will be mailed to interested families upon request, at discretion of management

Anyone may apply, as long as the waiting list is open; the Authority will not deny anyone the right to complete an application.

Applications are taken to compile a waiting list. All completed applications will be date and time stamped.

Individuals who have a physical impairment that would prevent them from making application in person may call the Authority to make special arrangements to complete his/her application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is 1-(800) 852-7899 or 1-(800) 852-7897 (voice only).

The application process will involve two phases. The first phase is the application for housing assistance, which requires the family to sign Consent for Release of Information forms, provide limited basic information regarding income, and establishing any preferences to which they may be entitled. Information provided by the applicant will be reviewed to determine if the applicant appears to be eligible.

It is the responsibility of the applicant to accurately and completely fill out the application. Authority staff shall be available to assist with the application process. If an incomplete application is received, Authority staff will return the application to the family listing the missing information that is required. A record of this letter shall be maintained The date and time of receipt of the complete application shall determine the family's position on the waiting list.

Upon receipt of the family's completed application, the Authority will make a preliminary determination of eligibility. If preliminarily eligible, the family will be placed on the waiting list. If the Authority determines the family to be ineligible, a written notice will be sent to the family, stating the reasons therefore and will offer the family the opportunity of an informal review of the determination.

In the event the family is ineligible due to non-citizen status, the Authority will notify them in writing of ineligibility. The letter will inform them of their right to an INS appeal and/or HA informal hearing.

**C. COMPLETION OF A FINAL APPLICATION**

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family reaches the top of the waiting list. At this point, a criminal background check will be conducted with a current consent form. Pending the outcome of the criminal background, otherwise eligible applicants of the waiting list will be given an appointment with the management staff for an interview to update information on the original application.

Each applicant household shall be required to provide all information and authorizations to enable the Authority to verify all preferences, eligibility, suitability and selection factors in order to determine the family's final eligibility for admission into public housing.

If the preference verification indicates that the family is no longer entitled to the preference on their application form, they will be placed on the waiting list(s) with other non-preference holders according to date of the original pre-application. The Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

**D. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY**

After the verification process is completed, the Authority will make its final determination of eligibility, based on the verified data and notify the family accordingly.

## 5. WAITING LIST AND PREFERENCES

### A. GENERAL WAITING LIST REQUIREMENTS

The waiting list for the Section 8 Program will be maintained as follows:

1. The waiting list will not be subdivided by bedroom size requirements of the applicants. Applications will be maintained in order of local preference by date and time sequence.
2. All applicants must meet the “Extremely Low-Income” or “Very Low-Income” eligibility requirements as established by HUD. Any exceptions to these requirements must have been previously approved or listed as eligible by HUD.
3. The Authority may admit an applicant for participation in the program either as a special admission or as a waiting list admission.
4. If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, the Authority will use the assistance for those families.

Clementon Housing Authority has an Annual Contributions Contract from HUD for 20 vouchers for “Rental Assistance for Non-elderly Persons with Disabilities.” Clementon Housing Authority will select non-elderly persons with disabilities from the waiting list for these vouchers. (All other eligibility and screening criteria outlined in the Authority’s Section 8 Administrative Plan and HUD regulations must still be met.) Clementon Housing Authority will maintain records demonstrating that these targeted housing choice vouchers were used appropriately. When one of these targeted vouchers turns over, the voucher shall be issued to applicants with the same specific characteristic as the targeted program describes.

### B. WAITING LIST PREFERENCES

During the eligibility process, all applicants will be given the opportunity to show that they qualify for the Authority’s local preferences.

Eligible applicants are entitled to be placed on the waiting list and receive preference in selection for Vouchers of appropriate bedroom size according to the Subsidy Standards. Families who qualify as local preference holders, as defined in this section, will be admitted prior to families who do not have a local preference.

**NOTE:** **A PREFERENCE DOES NOT GUARANTEE ADMISSION.** The applicant must still meet the Authority’s other screening criteria before being admitted to the program.

**REGULAR POOL OF VOUCHERS**

Otherwise eligible applicants will be selected according to the following preferences:

**PRIORITY I**

Priority I applicants reside in, work in or have been hired to work in the Borough of Clementon. These applicants will then be selected according to the following local preference:

1. Veterans

**PRIORITY II**

Priority II applicants are residents who previously lived or worked in the Borough of Clementon. These applicants will then be selected according to the following local preference:

1. Veterans

**PRIORITY III**

Priority III applicants are not Clementon or prior Clementon residents. These applicants will then be selected according to the following local preference:

1. Veterans

**VOUCHERS FOR NON-ELDERLY PERSONS WITH DISABILITIES**

Otherwise eligible applicants will be selected according to the following preferences:

**PRIORITY I**

Priority I applicants reside in, work in or have been hired to work in the Borough of Clementon. These applicants will then be selected according to the following local preference:

1. Veterans

**PRIORITY II**

Priority II applicants are residents who previously lived or worked in the Borough of Clementon. These applicants will then be selected according to the following local preference:

1. Veterans

**PRIORITY III**

Priority III applicants are not Clementon or prior Clementon residents. These applicants will then be selected according to the following local preference:

1. Veterans

**VERIFICATION OF PREFERENCES:**

The following are acceptable types of preference verifications:

**Resident or prior resident of Clementon:**

One of the following that shows an address (**P.O. Box addresses are excluded**):

Lease, utility bill, driver's license, voter registration card, award letter from any state or federal agency.

**Employed or hired to be employed in the Borough:**

Pay stubs, tax return, W-2

For persons "hired to be employed", proper letter from the employer

**Veterans:**

Honorable discharge papers

**\*\*NOTE\*\***

Applicants with preferences shall be selected before applicants without preferences.

Selection policies and procedures shall be exercised only to the extent that they do not impede attainments of the objectives of Title VI of the Civil Rights Act of 1964 and the goals related to housing families with a broad range of particular groups or category of otherwise eligible applicants.

Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, the Authority retains the right to skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

If there are not enough extremely low-income families on the waiting list the Authority will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

If the applicant's preference cannot be verified, the applicant will be notified of the preference denial and given the opportunity for an informal hearing.

### **C. SELECTION FROM THE WAITING LIST**

The Authority will select families from the waiting list according to the preferences described in paragraph B above.

If the Authority does not have sufficient funds to subsidize the family unit size of the family at the top of the waiting list, the Authority will NOT skip the top waiting list family in order to admit an applicant family with a smaller family unit size that can be immediately supported with available funding.

When a family nears the top of the waiting list, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

Once the preference has been verified the family will complete a full application, present Social Security Number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms. The Authority will verify income, expenses, deductions and any other factors of eligibility. Verified information must be current within 60 days of the issuance of a housing choice voucher.

### **D. MISSED APPOINTMENTS**

All applicants who fail to keep a scheduled appointment in accordance with the paragraph below will be sent a notice of denial.

The Housing Authority will allow the family to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When a good cause exists, the Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

### **E. UPDATING THE WAITING LIST**

The Authority will periodically update the waiting list to ensure that it is current and accurate.

The purge shall consist of the Housing Authority mailing via first class mail a form to be completed by the person on the waiting list and returned to the housing authority within a specified number of calendar days. If the envelope is returned as undeliverable or if no response is received from the applicant within the specified time frame, the applicant shall be stricken from the waiting list.

If the applicant does not notify the Authority of a move as required, the Authority will not be responsible for the applicant's failure to receive the update request. The Authority shall consider the letter having been received if it is not returned to the Authority as undeliverable.

**F. REMOVAL OF APPLICANTS FROM THE WAITING LIST**

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

1. The applicant requests that the name be removed;
2. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments;
3. The applicant does not meet either the eligibility or screening criteria for the program; or
4. The applicant has been issued a Housing Choice Voucher.

The reason for all removals from the waiting list shall be carefully documented in the applicant's file and retained for three years from the date the file is closed.

**G. SPECIAL ADMISSIONS**

A special admission is an admission of an applicant who is not on the Authority's waiting list or is admitted without considering the applicant's waiting list position.

If HUD awards funding that is targeted for families living in specified units:

- The Authority will use the assistance for the families living in these units; and
- The Authority will admit a family that is not on the waiting list or without considering the applicant's position on the waiting list.

## 6. VERIFICATION REQUIREMENTS

The Authority will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

### A. ACCEPTABLE METHODS OF VERIFICATION

#### 1. VERIFICATION METHODS:

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or, for citizenship, documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by the following five verification methods acceptable to HUD, in the order of preference indicated:

#### **A. Up-front Income Verifications (UIV)**

UIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals.

Current UIV resources include the following:

- a. **Enterprise Income Verification (EIV)** – HUD's online **wage and benefit** system that allows PHAs to validate the accuracy of tenant-reported income from an independent source in computerized form.
- b. **New Jersey Department of Labor**
- c. **State Wage Information Collection Agencies (SWICAs)**
- d. **State systems for the Temporary Assistance for Needy Families (TANF) program**
- e. **Internal Revenue Service (IRS) Letter 1722**
- f. **Private sector databases (e.g. The Work Number)**

Clementon Housing Authority will use additional UIV resources as they become available. This will be done before, during and/or after regular and interim reexaminations of household income as appropriate.

**B. Third –Party Written Verifications**

This type of verification includes written documentation, with forms sent directly to and received directly from a source, not passed through the hands of the family. It may also be a report generated automatically by another government agency, i.e., Department of Welfare, Veterans Administration, etc.

Third-party written verifications may also be used to supplement Up-front Income Verifications.

Third party verification of SS and SSI benefits shall be obtained by getting a copy of an official Social Security Administration letter of benefits from the person receiving the benefits and verification from HUD's on-line systems. If either of these forms is not obtainable, then the file shall be documented as to why third party verification was not used.

The Housing Authority will allow one (1) week for the return of third party written verifications prior to continuing on to the next type of verification.

**C. Third-Party Oral Verifications**

This type of verification includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date of the conversation and the facts obtained.

The Housing Authority will allow three (3) business days for the return of third party oral verifications prior to continuing on to the next type of verification.

**D. Review of Documents**

When UIV, written and oral third party verifications are not available within the one (1) week and three (3) business days period allowed in C and D above, the Housing Authority will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

**E. Self-Certification and Self-Declaration**

When UIV, written and oral third party verifications are not available within the one (1) week and three (3) business days period allowed in C and D above, and hand-carried verification cannot be obtained, the Housing Authority will accept a statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

Third-party written, third-party oral and family-provided verifications may also be used to supplement Up-front Income Verifications.

Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name, date of contact, amount received, etc.

Appendix 3 includes a chart outlining types of verifications that can be accepted.

## 2. DISCREPANCIES IN VERIFIED INCOME

HUD has established the criteria for what constitutes a **substantial difference** in cases where UIV income data differs from third-party written, third-party oral, and/or family-provided income information. HUD defines a **substantial difference** as one that is \$ 200 or more per month.

Where there is a **substantial difference** between the UIV and any other sources, the Housing Authority will independently verify the UIV information through other sources and the family will be granted an opportunity to contest any adverse findings. The Housing Authority shall follow the guidelines below:

1. The Housing Authority shall request written **thirty-party verification** from the income source(s).
2. The Housing Authority will review **historical income** data for patterns of employment, paid benefits, and/or receipts of other income when the Authority cannot readily anticipate income, such as in cases of seasonal employment, unstable working hours, and suspected fraud.
3. The Housing Authority must **analyze all data** (UIV, third-party verified data, and other documents including information provided by the family) and attempt to resolve the income discrepancy.
4. The Housing Authority will use the most **current verified income data** (and historical income data if appropriate) to calculate anticipated annual income.

If the foregoing procedure reveals and verifies a source of income and/or amount of income of \$200 or more per month that was not disclosed by the resident family, and the family has been given the opportunity to contest the findings, then the Housing Authority shall do one of the following:

1. Immediately calculate and collect the back rent due to the agency;
2. Establish a repayment plan for the resident to pay the sum due to the agency;
3. Terminate the lease and evict for failure to report income
4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency; and/or
5. Utilize other actions including criminal prosecution, reporting to the Credit Bureau, and/or any other appropriate remedy.

**B. UPFRONT INCOME VERIFICATIONS PRIVACY REQUIREMENTS:**

It is important to note that EIV/UIV data will only be used to verify an applicant or resident's eligibility for participation in a rental assistance program and to determine the level of assistance the resident is entitled to receive and only by properly trained persons whose duties require access to this information. Any other use, unless approved by the HUD Headquarters EIV/UIV Security System Administrator, is specifically prohibited and will not occur.

No adverse action can be taken against a resident until Clementon Housing Authority has independently verified the EIV/UIV information and the resident has been granted an opportunity to contest any adverse findings through the established grievance procedure.

Furthermore, the information the Housing Authority derives from the EIV/UIV system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals.

**C. VERIFICATION OF CITIZEN OR ELIGIBLE NONCITIZEN STATUS**

The citizenship/eligible noncitizen status of each family member regardless of age must be determined.

Prior to being admitted, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a Social Security card, birth certificate, military ID, or military DD 214 Form.

Prior to being admitted, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Authority will make a copy of the individual's INS documentation and place the copy in the file. The Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Authority will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible noncitizens must be listed on a statement of noneligible members and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing. If they are members of families that include citizens, the rent must be pro-rated.

Any family member who does not choose to declare their status must be listed on the statement of noneligible members.

If no family member is determined to be eligible under this section, the family's eligibility will be denied.

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.

If the Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family will be terminated from the Housing Choice voucher Program. Such family will not be eligible to be readmitted to the Housing Choice Voucher Program for a period of 24 months from the date of termination.

**D. VERIFICATION OF SOCIAL SECURITY NUMBERS**

Prior to admission, each family member who has a Social Security number and who is at least six (6) years of age must provide verification of their Social Security number. New family members at least six (6) years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six (6).

If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the family cannot be housed until verification is provided.

**E. TIMING OF VERIFICATION**

Verification information must be dated within ninety (90) calendar days of certification for new admissions or reexamination for program participants. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes. When an interim reexamination is conducted, the Authority will verify and update all information related to family circumstances and level of assistance. (Or, the Housing Authority will only verify and update those elements reported to have changed.)

**7. ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)**

The Clementon Housing Authority will issue a housing choice voucher for a particular bedroom size – the bedroom size is a factor in determining the family’s level of assistance. The following guidelines will determine each family’s unit size without overcrowding or over-housing:

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

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons.

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

Bedroom size will also be determined using the following guidelines:

- A. Children of the same sex may share a bedroom.
- B. Children of the opposite sex, both under the age of **6**, may share a bedroom.
- C. Persons of different generations will not be required to share a bedroom.
- D. Foster adults and foster children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.

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

The family unit size will be determined by the Housing Authority in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

## 8. BRIEFINGS and VOUCHER ISSUANCE

### A. BRIEFINGS

#### Purpose of the Briefing:

Families to be initially issued Vouchers are required to attend briefing sessions conducted either in group sessions or individually. All head of households are required to attend the briefing. The purpose of the briefing is to review the Voucher holder's packet in order to fully inform the family about the program so that they will be able to discuss it with potential participating owners and to inform the family of their rights and responsibilities. A full briefing is not required for participant families who move to another location within the same jurisdiction.

#### Briefing Attendance Requirement:

Applicants who fail to appear for their first appointment for the briefing will have to call the Authority to schedule a second briefing session.

Families that have an excused absence for extenuating circumstances will be scheduled for an individual briefing or the next group briefing for that assistance.

Two unexcused failures to appear at scheduled briefings shall result in withdrawal of the family's application. The applicant will be notified of such withdrawal and determination of ineligibility and of their right to an informal review. The family will then have to reapply for assistance unless the informal review determines otherwise. If the Authority's waiting list is closed, the family will have to wait until the list is re-opened to reapply for assistance.

#### Format of the Briefing:

Briefing of Voucher holders will be handled on a group or individual basis by the Section 8 staff. When group briefings are conducted, applicants are interviewed individually after the group briefing. The applicant is provided with the following:

- a. A Voucher holder's packet containing those items required by **Section 982.301(b)** of the regulations; **(See Appendix 4)**
- b. Procedures for notifying the Authority of program abuses such as required side payments or other overcharges and Housing Quality violations in the unit; using forms such as "Things You Should Know"
- c. Conditions and procedures for notifying the Authority of changes that occur between annual recertification.
- d. The HUD brochure. A Good Place to Live; and
- e. A general information booklet explaining the basics of the Section 8 tenant based programs which can be provided to a landlord.

#### Family Obligations:

Families must comply with the obligations described in 24 CFR, 982.551 and on the Voucher. **(See Appendix 5)**

**B. VOUCHER ISSUANCE**

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the Housing Authority will issue the Housing Choice Voucher. The voucher is a contract between the Authority and the family specifying the rights and responsibilities of each party.

At this point the family begins their search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign the Request for Tenancy Approval form. The family will submit the request form to the Housing Authority during the term of the housing choice voucher. Once it appears the tenancy may be approvable, the Housing Authority will schedule an appointment to inspect the unit within 15 calendar days after receipt of the signed Request for Tenancy Approval form. The 15-day period is suspended during any period the unit is unavailable for inspection.

During the initial stage of qualifying the unit, the Housing Authority will provide the prospective owner with information regarding the program. Information will include Housing Authority and owner responsibilities for screening and other essential program elements. If requested in writing, the Housing Authority will provide the owner with the family's current and prior address as shown in the Housing Authority records along with the name and address (if known) of the landlords for those addresses.

**C. TERM OF THE VOUCHER**

The Voucher is valid for a period of sixty (60) calendar days from the date of issuance. Prior to expiration, the family may contact the Authority to inquire about assistance for locating suitable housing.

The family must submit a Request for Tenancy Approval and Lease within the 60-day period unless an extension has been granted by the Authority.

**Extensions:**

A family may request an extension of the Voucher time period. To obtain an extension, the family must make a request in writing prior to the expiration date of the Voucher.

Extensions are permissible at the discretion of the Authority including but not limited to the following:

1. Extenuating circumstances such as hospitalization or a family emergency for an extended period of time which has affected the family's ability to find a unit within the initial 60-day period. Verification is required.
2. The Authority is satisfied that the family has made a reasonable effort to locate a unit throughout the initial 60-day period.
3. The family has turned in a Request for Tenancy Approval prior to the expiration of the 60-day period, but the unit has not passed Housing Quality Standards.

4. If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full 120 calendar days search time (the original 60 days and up to two 30-day extensions). If the Housing Authority determines that additional search time would be a reasonable accommodation, it will grant the additional search time.

The Authority may extend in one or more 30-day increments, not to exceed an additional 60 days. Unless approved by HUD no more than two extensions of 30 days or less will be granted and never for a total of more than an additional 60 days, with the exception of a longer extension as reasonable accommodation for a family who includes a member who has a disability.

If a family's voucher expires, the family is no longer eligible for housing assistance under that voucher. They are free to re-apply to the Housing Choice Voucher program and start over again at the bottom of the waiting list. If the waiting list is closed, they must wait until the Housing Authority is once again accepting applicants for the Section 8 program. They will be treated exactly like all other new applicants for the program.

**Suspensions:**

The Authority will provide for suspension of a family's active Voucher at the time when the family submits a Request for Tenancy Approval of a unit for a period of time until one of the following occurs:

- Disapproval of the lease by the Authority
- Unit inspected by the Authority

## **9. SEARCHING FOR SUITABLE HOUSING**

### **A. INELIGIBLE TYPES OF HOUSING**

The following types of housing cannot be assisted under the Section 8 Tenant-Based Program:

- A. A public housing or Indian housing unit;
- B. A unit receiving project-based assistance under a Section 8 Program (however see note below under Eligible Housing Types);
- C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
- D. College or other school dormitories;
- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
- F. A unit also occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space or units being purchased under a Section 8 Homeownership Program; and
- G. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

The Clementon Housing Authority will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

- A. Congregate housing
- B. Group homes
- C. Shared housing
- D. Cooperative housing
- E. Single room occupancy housing

### **B. ELIGIBLE TYPES OF HOUSING**

The Clementon Housing Authority will approve leases for the following housing types:

- A. Single family dwellings
- B. Apartments (e.g., duplexes, row homes, high rises, etc.)

(If a property has both HUD issued project-based assisted units and market rate units, housing choice vouchers can be utilized in the market rate units, but not the project-based units. In this

situation, rent reasonableness will dictate that the rent for the housing choice voucher unit will equal the HUD-approved rent (the basic rent) for the project-based units as long as it is within the Clementon Housing Authority's payment standard. Also, the Housing Authority's utility schedule will be utilized in setting the rent, not the property's utility schedule. Finally, the Housing Authority will re-certify everyone living in a property utilizing tenant-based housing choice vouchers and the landlord will be responsible for the re-certification of those residing in the property using project-based vouchers.)

- C. Manufactured housing
- D. Manufactured home space rentals
- E. Lease-purchase agreements. A family leasing a unit with assistance under the program may enter into an agreement with an owner to purchase the unit. So long as the family is receiving such rental assistance, all requirements applicable to families otherwise leasing units under the tenant-based program apply. Any homeownership premium (e.g., increment of value attributable to the value of the lease-purchase right or agreement such as an extra monthly payment to accumulate a downpayment or reduce the purchase price) included in the rent to the owner that would result in a higher subsidy amount than would otherwise be paid by the Housing Authority must be absorbed by the family.

In determining whether the rent to owner for a unit subject to a lease-purchase agreement is a reasonable amount in accordance with 24 CFR 982.503, any homeownership premium paid by the family to the owner must be excluded when the Housing Authority determines rent reasonableness.

### **C. DISAPPROVAL OF OWNER**

The Authority will not approve a unit if the HA has been informed (by HUD or otherwise) that the owner has been debarred, suspended, or subject to a limited denial participation under 24 CFR part 24.

The Authority will deny approval to lease a unit from an owner for any of the following reasons:

- The owner has violated obligations under a HAP contract;
- The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- The owner has engaged in drug-related criminal activity or any violent criminal activity;
- The owner has a history or practice of non-compliance with the HQS for units leased under Section 8, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;
- The owner has a history or practice of renting units that fail to meet State or local codes;
- The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:
  1. premises by residents, Housing Authority employees or owner employees; or
  2. residences by neighbors;
- If the owner is the parent, child, grandparent, grandchild, sister, brother, step-member, or any member of the family of an applicant seeking the initial use of a housing choice voucher (currently

shopping) unless the Housing Authority determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities;

- The Housing Authority has been informed by HUD that the federal government has instituted an administrative or judicial action against the owner for a violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending or a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements; or
- Other conflicts of interest under Federal, State, or local law.

#### **D. REQUEST FOR TENANCY APPROVAL AND LEASE APPROVAL**

The Request for Tenancy Approval must be submitted prior to the expiration of the Housing Voucher.

The Request for Tenancy Approval form must be signed by both owner and Voucher holder. The Authority will also schedule a Housing Quality Standards (HQS) inspection.

All units must meet the Housing Quality Standards and the rent reasonableness criteria. .

#### **E. SECURITY DEPOSIT**

The owner, at his/her discretion, may collect a Security Deposit in an amount not in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants in the same building or complex.

When the tenant moves out of dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security agreement is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

## **10. INSPECTIONS**

### **A. GENERAL PURPOSE**

Housing Quality Standards (HQS) inspections will be conducted at least initially (prior to leasing), and annually (during annual recertification). More frequent inspections may be conducted upon the owner's or tenant's request.

The Authority is required to conduct inspections to ensure that housing assisted under the program is "decent, safe, and sanitary" according to HQS.

No unit will be initially placed on the Section 8 Rental Assistance Housing Program unless these standards are met. Units must also continue to meet the Housing Quality Standards for as long as the family remains in the unit with Section 8 Assistance.

### **B. INITIAL INSPECTIONS**

The Authority will schedule an HQS inspection of the unit within fifteen (15) days receipt of a Request for Tenancy Approval and proposed Lease. The family and the owner will be notified of the results.

If the unit fails the Housing Quality Standards inspection, the family and owner are advised to notify the Authority once repairs are completed.

On an initial inspection, the owner will be given up to 30 days to correct the items marked "Fail" depending on the extent of the repairs that have to be made, unless there are extenuating circumstances, but the owner will be encouraged to complete the repairs in a timely fashion.

The owner will generally be allowed up to two reinspections for repair work to be completed, at the Authority's discretion, depending on the amount and complexity of work done.

No unit will be placed in the program until the unit meets the HQS requirements.

If the Voucher has not expired and the expiration of the deficiency notice has occurred, the family may select another unit.

### **C. ANNUAL AND SPECIAL INSPECTIONS**

All units must be inspected at least annually, using Housing Quality Standards. The Authority will schedule annual inspections approximately 60 days in advance of the family's annual re-examination effective date.

If at any time the tenant or owner complains that the unit does not meet Housing Quality Standards, the Authority will conduct a special inspection.

HQS deficiencies must be corrected for assistance payments to continue, even if they were caused by the family. Reinspections for deficiency items will include only those items which failed. Regular

deficiency procedures will be followed when new deficiencies are encountered during the reinspection. The timeframes for correction of deficiencies for units under HAP Contract are as follows:

1. Emergency repair items must be abated within 24 hours.
2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.
3. Non-emergency items must be completed within 10 calendar days of the initial inspection.
4. For major repairs, the owner will have up to 30 calendar days to complete.

#### **D. OWNER HQS RESPONSIBILITIES**

1. The owner must maintain the assisted unit in accordance with HQS.
2. The Authority will take prompt action to enforce the owner's obligations for owner breach of the HQS.
3. The owner must correct all deficiencies within the timeframes as noted in the report received from the Housing Authority.
4. The Authority will not make any assistance payments for a dwelling unit that HQS deficiencies have not been corrected after the notice period has expired.
5. If "life threatening" deficiencies are not corrected within 24 hours the owner will be given notice of intent to terminate the HAP contract and that the Housing Assistance Payment will be suspended through the Termination Notice Period.
6. The owner will not be responsible for a breach of the HQS not caused by the owner, and for which the tenant is responsible. The Authority may however terminate assistance to the tenant because of a breach caused by the tenant.

#### **E. TENANT HQS RESPONSIBILITIES**

If the tenant is responsible for those breaches of the HQS as listed in 24 CFR 982.404(b)(1):

1. The Authority will take prompt action to enforce the family obligations for the tenant's breach of the HQS.
2. The Authority will notify the owner and tenant of the HQS deficiencies for which the family is responsible. The notice will provide for the following:
  - For HQS failures, the tenant will be given up to thirty days to correct the item(s).
  - If the tenant fails to correct failed items, the Authority will suspend assistance payments and/or terminate the family assistance in accordance with 24 CFR 982.552.
  - If the defect is "life threatening" to the family the tenant will be given 24 hours to correct the violation.

**E. SUSPENSION OF PAYMENT FOR HQS VIOLATIONS**

When a unit fails to meet Housing Quality Standards and the owner/tenant have been given a deficiency notice providing a specified time for compliance and deficiencies are not corrected within that time frame, the Housing Assistance Payment will be suspended. The owner will have no claim to any Housing Assistance Payment during the suspension period.

The suspension shall be for a specific period of time. The suspension shall continue until all items which caused the unit to fail have been corrected, or thirty days, whichever is shorter.

**E. HAP CONTRACT TERMINATION**

If the owner fails to correct all the items cited within thirty days of the beginning of the suspension period, the Contract will be terminated.

If repairs are done before the effective termination date, the termination can be rescinded by the Authority if the tenant chooses to remain in the unit.

Termination of the HAP does not terminate the voucher

**F. RESPONSIBILITY OF THE FAMILY TO ALLOW INSPECTION**

The family will be notified of the inspection. If the family is unable to be at home they must call to reschedule the inspection or make arrangements to have an adult family representative or the landlord present.

If the family misses the inspection appointment and does not arrange for the representative or the landlord to be there, one more inspection (or reinspection) appointment will be scheduled.

If the family misses two inspection appointments, the Authority will consider the family to have violated a family obligation and their assistance will be terminated.

## **10. LEASE APPROVAL AND HAP CONTRACT EXECUTION**

### **A. REQUEST FOR APPROVAL AND EXECUTION**

Upon receipt of the Request for Tenancy Approval, the Authority will:

1. Review the Request for Tenancy Approval;
2. Determine if the lease is approvable and includes the Lease Addendum;
3. Determine if the rent is reasonable;
4. Discuss and correct any inconsistencies or omissions with the family and the owner;
5. Check that there are no conflicts of interest;
6. Negotiate the rent, if applicable;
7. Inspect the unit for HQS;
8. Advise the landlord/owner of his/her responsibility to screen the prospective tenant as the Authority has not screened the family's behavior or suitability for tenancy;
9. Provide the following information to the landlord/owner, if requested in writing:
  - The family's current address
  - The name and address (if known to the Authority) of the landlord of the family's current and prior addresses.

The terms of the HUD tenancy addendum shall prevail over any conflicting provisions of the lease.

The lease will be approved only if condition no. 2 through no. 7 above are met.

If the lease is disapproved, the owner and family will be provided an opportunity to correct the problem(s) prior to a specific date established by the Authority.

Once the lease is approved, final computations of Total Tenant Payment, Tenant Rent, Utility Reimbursement Payment, and Housing Assistance Payments will be completed. The Housing Assistance Contract will be prepared for execution.

Upon completion of the documents and approval of the unit, the family and the owner will execute the lease agreement and addendum, and the owner and the Authority will execute the HAP Contract. Documents must be received prior to the last five (5) business days of the month in order to be processed for the first of the next month.

### **B. ADDITIONAL DOCUMENTATION**

House Rules of the owner may be attached to the lease as an addendum.

Owners will be requested to file a change of address with the Section 8 department.

## **11. RENT, HOUSING ASSISTANCE PAYMENT, AND UTILITY ALLOWANCES**

### **A. Rent Reasonableness**

The Housing Authority will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

- A. Before any increase in rent to owner is approved;
- B. If 60 calendar days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and
- C. If the Housing Authority or HUD directs that reasonableness be re-determined.

### **B. Comparability**

In making a rent reasonableness determination, the Housing Authority will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Housing Authority will consider the location, type, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units. The results of this determination shall be documented in the participant's file.

The Housing Authority will maintain current information on rental units in the jurisdiction.

The Housing Authority will establish minimum base rent amounts for each unit type and bedroom size. To the base the Housing Authority will be able to add or subtract the dollar value for each characteristic and amenity of a proposed unit.

Owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the Housing Authority to establish a higher value.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

### **C. Maximum subsidy**

For the Housing Choice Voucher Program, the minimum payment standard will be 90% of the FMR and the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR 982.888.

#### **C.1 Setting the Payment Standard**

The Statute requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR without HUD's prior approval. The Clementon Housing Authority will review its determination of the payment standard annually after publication of the FMRs. The Clementon

Housing Authority will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of housing choice voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units located only in poverty-impacted neighborhoods, or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships. The objective is to allow families a reasonable selection of modest, decent, and safe housing in a range of neighborhoods.

The Clementon Housing Authority may establish a higher payment standard (although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities. With approval of the HUD Field Office, the payment standard can go to 120%.

Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the Housing Authority will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. The Housing Authority may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, the Housing Authority will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

## **C.2 Selecting the Correct Payment Standard for a Family**

- A. For the housing choice voucher tenancy, the payment standard for a family is the lower of:
  - 1. The payment standard for the family unit size; or
  - 2. The payment standard for the unit size rented by the family.
- B. If the unit rented by a family is located in an exception rent area, the Housing Authority will use the appropriate payment standard for the exception rent area.
- C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:
  - 1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or
  - 2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.
- E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

## D. ASSISTANCE AND RENT FORMULAS

### 1. Total Tenant Payment

The total tenant payment is equal to the highest of:

- a. 10% of the family's monthly income
- b. 30% of the family's adjusted monthly income
- c. The Minimum rent of \$25
- d. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage.

Plus any rent above the payment standard.

### 2. Minimum Rent.

The Authority has set the minimum rent at \$25. However, if the family requests a hardship exemption, the Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:
  - a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;
  - b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
  - c. When the income of the family has decreased because of changed circumstances, including loss of employment;
  - d. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
  - e. When a death has occurred in the family.

2. No hardship. If the Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Authority for the time of suspension.
3. Temporary hardship. If the Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Authority on the family's behalf during the period of suspension.
4. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
5. Appeals. The family may use the informal hearing procedure to appeal the Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

### **3. Mandatory Income Disallowance**

The rules governing disallowance of income as a result of employment and its effect on the rent charged to a resident are as follows:

For persons with disabilities already participating in the program, the incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion is only available to the following families:

1. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
2. Families whose income increases during the participation of a family member in any economic self-sufficiency or other job-training program.
3. Families who are or were, within the past six (6) months, assisted under a State TANF or Welfare to Work program, as determined by the Authority in consultation with the local TANF agency, and whose earned income increases.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

### **4. Rent for Families under the Noncitizen Rule**

A mixed family will receive full continuation of assistance if all of the following conditions are met:

1. The family was receiving assistance on June 19, 1995;

2. The family was granted continuation of assistance before November 29, 1996;
3. The family's head or spouse has eligible immigration status; and
4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

The family's assistance is prorated in the following manner:

1. Determine the 95<sup>th</sup> percentile of gross rents (tenant rent plus utility allowance) for the Clementon Housing Authority. The 95<sup>th</sup> percentile is called the maximum rent.
2. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
3. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
4. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

## **E. UTILITY ALLOWANCE**

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone and cable television), and for other tenant-paid housing services (e.g., water, sewer, and trash collection).

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the participant.

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the Housing Authority uses normal patterns of consumption for the community as a whole and current utility rates.

The Housing Authority uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the Housing Authority subsidy standards).

At each reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.

Where the Utility Allowance exceeds the Total Tenant Payment of the family, the Authority will provide a Utility Reimbursement Payment to the family each month. The check will be payable directly to the tenant.

The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category.

## **F. HAP PAYMENTS TO OWNERS**

The Housing Authority pays the owner the lesser of the housing assistance payment or the contract rent to owner. If payments are not made within **10** business days of when due after the first two months of the HAP contract term, the owner may charge the Housing Authority a late payment, in accordance with generally accepted practices in the Authority's jurisdiction if the following conditions apply:

1. It is the owner's practice to charge such penalties for assisted and unassisted residents; and
2. The owner also charges such penalties against the resident for late payment of family rent to the owner.

Late charges will not be paid when the reason for the lateness is attributable to factors beyond the control of the Clementon Housing Authority.

A housing assistance payment is considered made upon being mailed by the Housing Authority.

## **G. CHANGE OF OWNERSHIP**

The Clementon Housing Authority requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the Housing Authority's rent payment or the address as to where the rent payment should be sent.

In addition, the Housing Authority requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

1. Deed of Trust showing the transfer of title; and
2. Tax Identification Number or Social Security Number.

New owners will be required to execute IRS form W-9. The Housing Authority may withhold the rent payment until the taxpayer identification number is received.

Owners wishing to change ownership must receive the written permission of the Clementon Housing Authority prior to assigning a HAP contract. The owner shall inform the Housing Authority of the impending change and give the Authority **10** calendar days to review the prospective owner to make sure they are appropriate. The new owner shall meet the same criteria as the existing owner. Approval shall not be unreasonably withheld.

## **12. RECERTIFICATIONS**

### **A. CHANGES IN LEASE OR RENT**

If the participant and owner agree to any changes in the lease, all changes must be in writing, and the owner must immediately give the Authority a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

Owners must notify the Housing Authority of any changes in the amount of the rent at least sixty (60) calendar days before the changes go into effect. Any such changes are subject to the Housing Authority determining them to be reasonable.

Assistance shall not be continued unless the Housing Authority has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner if any of the following changes are made:

1. Requirements governing participant or owner responsibilities for utilities or appliances;
2. In the lease terms reducing the length of the lease;
3. If the participant moves to a new unit, even if the unit is in the same building or complex.

The approval of the Housing Authority is not required for changes other than those specified in 1, 2, or 3 above.

However, owners wishing to change ownership must receive the written permission of the Clementon Housing Authority prior to assigning a HAP contract. The owner shall inform the Housing Authority of the impending change and give the Authority **10** calendar days to review the prospective owner to make sure they are appropriate. The new owner shall meet the same criteria as the existing owner. Approval shall not be unreasonably withheld.

### **B. ANNUAL REEXAMINATION**

At least annually (within 365 calendar days of the anniversary date of the HAP contract) the Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The Authority will send a notification letter to the family letting them know that it is time for their annual reexamination and schedule an appointment. The letter includes forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the interview, the family will provide all information regarding income, assets, deductions (eligible expenses), and other information necessary to determine the family's share of rent. The family will sign the HUD consent forms and any other consent forms if necessary that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Housing Authority will determine the family's annual income and will calculate their family share.

### **B.1 Effective Date of Rent Changes for Annual Reexaminations**

The new family share will generally be effective upon the anniversary date with 30 calendar days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

### **B.2 Missed Appointments**

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Authority taking action to terminate the family's assistance. If there is no response to the second letter, a termination notice will be issued to both the family and the owner. The termination notice will inform the family of its right to request an informal hearing.

## **C. INTERIM REEXAMINATIONS**

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

Families are required to report the following changes to the Authority between regular reexaminations. These changes will trigger an interim reexamination. The family shall report the following changes within ten (10) calendar days of their occurrence. All changes must be submitted in writing.

1. All changes in household composition
2. Increases in income
3. Decreases in income
4. Increase in allowances or deductions.

Cost of living increases in Social Security or public assistance grants need not be reported until next reexamination and redetermination of rent.

Interim reexaminations do not affect regularly scheduled reexamination effective dates.

The Authority will also schedule an interim reexamination if it is alleged that the resident has misrepresented the facts upon which the rent is based. In such cases, any increase in rent shall be made retroactive.

The Authority may, at its discretion, schedule interim reexaminations when it deems it is in its interest to do so.

### **C.1 Special Reexaminations**

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the Housing Authority may schedule special reexaminations every **30** calendar days until the income stabilizes and an annual income can be determined.

**C.2 Effective Date of Rent Changes Due to Interim or Special Reexaminations**

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the month following the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

**13. TERMINATION OF ASSISTANCE TO THE FAMILY**

The Clementon Housing Authority may at any time terminate program assistance for a participant because of any of the following actions or inactions by the household:

- A. If the family violates any family obligations under the program;
- B. If the family was evicted from housing assisted under the Section 8 program for serious violations of the lease;
- C. If a family member fails to sign and submit consent forms;
- D. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination;
- E. Have a household member who is currently engaging in illegal use of a drug;
- F. Have a household member whose pattern of illegal drug use interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- G. Have a household member who has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing;
- H. Have a household member who is subject to a lifetime registration requirement under a State sex offender registration program;
- I. If any member of the family commits drug-related or violent criminal activity in violation of Section 3 of this Administrative Plan and 24 CFR 982.551;
- J. Have a household member whose abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
- K. Have a household member who is a fugitive felon, parole violator or person fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
- L. Have a family member who violates any family obligations under the program;
- M. Have a family member who has been evicted from federally assisted housing in the last five years;
- N. Have a family member that Clementon Housing Authority has ever terminated assistance for under the program;
- O. Have a family member that has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;

- P. Currently owes rent or other amounts to the Clementon Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act;
- Q. Have not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
- R. Have breached an agreement with Clementon Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority;
- S. If a family participating in the Family Self-Sufficiency Program fails to comply, without good cause, with the family's FSS Contract of Participation;
- T. Have engaged in or threatened abusive or violent behavior towards any Clementon Housing Authority staff member or resident;
- U. If a welfare-to-work (WTW) family fails, willfully and persistently, to fulfill its obligations under the welfare-to-work voucher program.

For purposes of this section, the Clementon Housing Authority may terminate assistance for criminal activity by a household member as authorized in this section if the Housing Authority determines, based on a preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted of such activity.

Clementon Authority will include those instances using the preponderance of evidence definition in Black's Law Dictionary which states:

"Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more provable than not."

If the Housing Authority proposes to terminate assistance for criminal activity as shown by a criminal record, the Housing Authority will notify the household of the proposed action to be based on the information and must provide the person with the criminal record (i.e., the family member) and the head of household with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record, in accordance with the procedures established for the Informal Hearing for Participants. The household will have ten (10) calendar days to dispute the accuracy and relevance of the record by requesting an informal hearing in writing.

**13.1 VAWA Protections:** Under the Violence Against Women Act (VAWA), public housing residents have the following specific protections, which will be observed by the Clementon Housing Authority:

An incident or incidents or actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

The Housing Authority may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family

members or others without terminating the assistance or evicting victimized lawful occupants.

The Housing Authority may honor court orders regarding the rights of access or control of the property, including EPO's, DVO's, and other orders issued to protect the victim and is used to address the distribution or possession of property among household members where the family "breaks up."

There is no limitation on the ability of the Housing Authority to terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence or stalking, other than the victim may not be subject to a "more demanding standard" than non-victims.

There is no prohibition on the Housing Authority terminating assistance if it "can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's (victim's) assistance is not terminated."

Any protections provided by law which give greater protection to the victim are not superseded by these provisions.

Clementon Housing Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Housing Authority. Types of acceptable verifications are outlined in the Authority's "Violence Against Women Act (VAWA) Policy", and must be submitted within 10 calendar days after receipt of the Housing Authority's request for verification.

**Absence from Unit:** Any family absent from the assisted unit for more than **sixty** consecutive calendar days must be terminated from the program. Written requests for any absences in excess of sixty days shall be submitted. Waivers to this requirement may be granted for medical reasons or as a reasonable accommodation for persons with disabilities.

HUD regulations specify that the family may not be absent from the unit for a period of more than 180 consecutive calendar days in any circumstances, or for any reason.

**Family Breakup:** In circumstances of a family break-up, the Housing Authority will make a determination of which family member will retain the housing choice voucher, taking into consideration the following factors:

- A. To whom the housing choice voucher was issued;
- B. The interest of minor children or of ill, elderly, or disabled family members;
- C. Whether the assistance should remain with the family members remaining in the unit.
- D. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the Clementon Housing Authority will be bound by the court's determination of which family members continue to receive assistance in the program.

## **14. TERMINATION OF THE LEASE AND CONTRACT**

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the participant, or by the mutual agreement of both. The owner may only terminate the HAP contract by terminating the lease. The HAP contract may be terminated by the Clementon Housing Authority. Under some circumstances the contract automatically terminates.

### **A. Termination of the Lease**

#### 1. By the family

The family may terminate the lease without cause upon proper notice to the owner and to the Housing Authority after the initial lease term. The length of the notice that is required is stated in the lease (generally 30 calendar days).

#### 2. By the owner

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person in accordance with this section if the owner determines that the covered person has engaged in a criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

If the law and regulation permit the owner to take an action but do not require action to be taken, the owner may take or not take the action in accordance with the owner's standards for eviction. The owner may consider all of the circumstances relevant to a particular eviction case, such as:

- a. The seriousness of the offending action;
- b. The effect on the community of denial or termination or the failure of the owner to take such action;
- c. The extent of participation by the leaseholder in the offending action;
- d. The effect of denial of admission or termination of tenancy on household members not involved in the offending activity;
- e. The demand for assisted housing by families who will adhere to lease responsibilities;
- f. The extent to which the leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action;
- g. The effect of the owner's action on the integrity of the program.

The owner may require a family to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

In determining whether to terminate tenancy for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the owner may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. For this purpose, the owner may require the participant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

The owner's termination of assistance actions must be consistent with the fair housing and equal opportunity provision of 24 CFR 5.105.

- a. The owner may terminate the lease during its term on the following grounds:
  - i. Serious or repeated violations of the terms or conditions of the lease;
  - ii. Violation of Federal, State, or local law that imposes obligations on the participant in connection with the occupancy or use of the unit and its premises;
  - iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons (including property management staff) residing on the premises or in the immediate vicinity of the premises;
  - iv. Any drug-related or violent criminal activity engaged in on or near the premises by any resident, household member, or guest, or such activity engaged in on the premises by any other person under the tenant's control, is grounds for the owner to terminate tenancy;
  - v. When the owner determines that a household member is illegally using a drug or when the owner determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
  - vi. If a participant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under Federal or State law.
  - vii. If the tenant is violating a condition of probation or parole imposed under Federal or State law.
  - viii. Other good cause. Other good cause may include, but is not limited to:
    - (1) Failure by the family to accept the offer of a new lease;
    - (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;

(3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;

(4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person in accordance with this section if the owner determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

- b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.
- c. The owner may only evict the participant by instituting court action after or simultaneously providing written notice to the participant specifying the grounds for termination. The owner must give the Housing Authority a copy of any owner eviction notice to the participant at the same time that the owner gives the notice to the participant.
- d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

3. By mutual agreement

The family and the owner may at any time mutually agree to terminate the lease.

**B. Termination of the Contract**

1. Automatic termination of the contract

- a. If the Housing Authority terminates assistance to the family, the contract terminates automatically.
- b. If the family moves out of the unit, the contract terminates automatically.
- c. 180 calendar days after the last housing assistance payment to the owner.

2. Termination of the contract by the owner

The owner may only terminate tenancy in accordance with the lease and State and local law.

3. Termination of the HAP contract by the Housing Authority

The Housing Authority may terminate the HAP contract because:

- a. The Housing Authority has terminated assistance to the family.
- b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.
- c. When the family breaks up and the Housing Authority determines that the family members who move from the unit will continue to receive the assistance.
- d. The Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
- e. The owner has breached the contract in any of the following ways:
  - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
  - ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Act.
  - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
  - iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.
  - v. If the owner has engaged in drug-related criminal activity or any violent criminal activity.
- f. If a welfare-to-work family fails to fulfill its obligations under the welfare-to-work voucher program.

4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out.

If the owner has begun eviction proceedings and the family continues to occupy the unit, the Housing Authority will continue to make payments until the owner obtains a judgment or the family moves out.

## **15. MOVES WITH CONTINUED ASSISTANCE**

Participating families are allowed to move to another unit after the initial lease has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if the Housing Authority has terminated the HAP contract. The Clementon Housing Authority will issue the family a new housing choice voucher if the family does not owe the Housing Authority or any other Housing Authority money, has not violated a Family Obligation, has not moved or been issued a housing choice voucher within the last 12 months, and if the Housing Authority has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement will be waived.

### **A. When a Family May Move**

For families already participating in the Housing Choice Voucher Program, the Authority will allow the family to move to a new unit if:

- A. The assisted lease for the old unit has terminated;
- B. The owner has given the resident a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the participant; or
- C. The participant has given notice of lease termination (if the participant has a right to terminate the lease on notice to the owner).
- D. Owner failure to correct HQS violations
- E. Change in family composition
- F. Need for accessible unit
- G. Victims of domestic violence, dating violence or stalking
- H. Other reasons at the Housing Authority's discretion

### **B. Procedures Regarding Family Moves**

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 calendar days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and the Authority's approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give the Housing Authority a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to the Housing Authority will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

## **16. PORTABILITY**

### **A. GENERAL POLICIES OF THE CLEMENTON HOUSING AUTHORITY**

A family whose head or spouse has a domicile (legal residence) in the jurisdiction of the Housing Authority **at the time the family first submits its application** for participation in the program to the Housing Authority may lease a unit anywhere in the jurisdiction of the Housing Authority or outside the Housing Authority jurisdiction as long as there is another entity operating a tenant-based Housing Choice Voucher program covering the location of the proposed unit.

If the head or spouse of the assisted family does not have a legal residence in the jurisdiction of the Clementon Housing Authority **at the time of its application**, the family will not have any right to lease a unit outside of the Clementon Housing Authority jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of the Clementon Housing Authority.

Families participating in the Housing Choice Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will the Housing Authority allow a participant to improperly break a lease. Under extraordinary circumstances the Housing Authority may consider allowing more than one move in a 12-month period.

Families may only move to a jurisdiction where a Housing Choice Voucher Program is being administered.

If financial circumstances dictate, the Clementon Housing Authority may deny portability moves to a higher cost area for its Housing Choice Voucher participants and/or shoppers if the Clementon Housing Authority has insufficient funds to pay the higher subsidy amounts and the receiving housing authority declines to absorb the family. While the Board of Commissioners must establish this policy after an examination of the fiscal affairs of the organization, individual denials of portability shall only occur after the Clementon Housing Authority has determined that the receiving housing authority will not absorb the family. The denial of absorption shall be documented in that person's file.

For income targeting purposes, the family will count towards the initial housing authority's goals unless the receiving housing authority absorbs the family. If absorbed, the admission will count towards the receiving housing authority's goals.

If a family has moved out of their assisted unit in violation of the lease, the Housing Authority will not issue a voucher and will terminate assistance in compliance with Section 14, Termination of the Lease and Contract.

### **B. INCOME ELIGIBILITY**

1. A family must be income-eligible in the area where the family first leases a unit with assistance in the Housing Choice Voucher Program.
2. If a portable family is already a participant in the Initial Housing Authority's Housing Choice Voucher Program, income eligibility is not re-determined.

**C. PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY**

1. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has a tenant-based program covering the area where the unit is located.
2. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a housing choice voucher. If there is more than one such housing authority, the Initial Housing Authority may choose which housing authority shall become the Receiving Housing Authority.

**D. PORTABILITY PROCEDURES**

**1. When the Clementon Housing Authority is the Initial Housing Authority:**

- a. The Housing Authority will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.
- b. The Housing Authority will determine whether the family is income-eligible in the area where the family wants to lease a unit if the family is not already a program participant.
- c. For all areas in the State of New Jersey that do not have housing authority's, Clementon Housing Authority sends all paperwork to the Department of Community Affairs (DCA) in Trenton, NJ. DCA performs all activities outlined below.

The Housing Authority will advise the family how to contact and request assistance from the Receiving Housing Authority by giving them the name and telephone number of the person responsible for working with incoming portability families and any procedures related to getting an appointment for the issuance of a voucher.

The Housing Authority will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family via telephone, fax or email.

The Clementon Housing Authority will immediately mail or fax the Receiving Housing Authority a completed Part I of HUD Form 52665, the most recent HUD Form 50058 (Family Report) for the family, and related verification information. If the family is an applicant and not a participant, the Clementon Housing Authority will provide the Receiving Housing Authority with the family information and income information in a format similar to that utilized by the 50058.

**2. When the Clementon Housing Authority is the Receiving Housing Authority:**

- a. When the portable family requests assistance from the Clementon Housing Authority, the Housing Authority will within fourteen (14) calendar days of HAP contract execution (not its effective date) inform the Initial Housing Authority that it will absorb the family into its program or notify the Initial Housing Authority within the time limit set forth in Part I of the 52665 that it will bill the Initial Housing Authority for assistance on behalf of the portable family. Completing Part II of HUD Form 52665 in a timely manner will accomplish this. If the family is absorbed, the Housing Authority will also send the Initial Housing Authority a new HUD Form 50058.

- b. The Clementon Housing Authority will issue a voucher to the family within fourteen (14) calendar days as long as the initial voucher has not expired (if it has expired, the family shall be referred back to the Initial Housing Authority). The term of the Housing Authority's voucher will not expire before the expiration date of any Initial Housing Authority's housing choice voucher. The Housing Authority will determine whether to extend the housing choice voucher term. The decision to extend will take into account the Housing Authority's existing absorption policy and the billing deadline date provided by the Initial Housing Authority in the 52665. If an extension is granted, the Initial Housing Authority will be informed of this decision. The family must submit a request for tenancy approval to the Housing Authority during the term of the Clementon Housing Authority's housing choice voucher. If the Clementon Housing Authority has decided to bill the Initial Housing Authority, the request for tenancy approval must be processed in enough time for the Initial Housing Authority to process a Request for Tenancy Approval and execute a HAP contract before the billing deadline date.
- c. The Clementon Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with the Housing Authority's subsidy standards.
- d. The Clementon Housing Authority will notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the housing choice voucher. In any event the Clementon Housing Authority will notify the Initial Housing Authority of what is occurring before the expiration of the deadline established in the HUD Form 52665. If the family has leased a unit, the Clementon Housing Authority will notify the Initial Housing Authority of this fact in enough time for the Initial Housing Authority to process a Request for Lease Approval and execute a HAP contract if the Clementon Housing Authority intends to bill the Initial Housing Authority.
- e. In order to provide tenant-based assistance for portable families, the Clementon Housing Authority will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or the Clementon Housing Authority may make a determination to deny or terminate assistance to the family. If assistance is denied or terminated, the family shall have a right to an informal hearing.
- f. The Clementon Housing Authority may deny or terminate assistance for family action or inaction in accordance with 24 CFR 982.552 and 24 CFR 982.553.
- g. Although the Clementon Housing Authority will promptly issue a voucher to an incoming portability family, it will still subject the families to its normal screening procedures. If the family fails to pass the screening thresholds either the voucher will be revoked or the family will be terminated from the program if a unit has already been leased.

### **3. Absorption by the Clementon Housing Authority**

If funding is available under the consolidated ACC for the Clementon Housing Authority's Housing Choice Voucher Program when the portable family is received, the Clementon Housing Authority may absorb the family into its Housing Choice Voucher Program. The decision to absorb or not will be made on a case-by-case basis and will solely be the decision of the Clementon Housing Authority. If absorbed, the family is assisted with funds available under the consolidated ACC for the Clementon Housing Authority's Tenant-Based Program.

#### **4. Portability Billing**

To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees as long as all HUD required deadlines have been compiled with. The billing procedure will be as follows:

- A. As the Initial Housing Authority, the Clementon Housing Authority will within thirty (30) calendar days of receipt of the completed Part II of the HUD Form 52665 reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family in a form and manner the Receiving Housing Authority is able and willing to accept. Payments made after the first payment shall be sent in time for the Receiving Housing Authority to receive the payment no later than the fifth working day of the month. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.
- B. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority.

#### **5. On-going Responsibilities as a Receiving Housing Authority**

When the Clementon Housing Authority is a receiving agency it will:

- A. Send the Initial Housing Authority an updated HUD Form 50058 at each annual recertification so the Initial Housing Authority can reconcile it with its records.
- B. Send the Initial Housing Authority a copy of any new HUD Forms 52665s and 50058s to report any change in the billing amount with ten (10) working days of the effective date of any change in the billing amount.
- C. If the Clementon Housing Authority decides to absorb a family it had previously been billing for, it shall notify the Initial Housing Authority within ten (10) working days following the effective date of the termination of the billing arrangement.
- D. If the family decides it wants to move to yet another jurisdiction, the Initial Housing Authority shall be promptly notified and requested to send a new HUD Form 52665 and supporting documentation to the new Receiving Housing Authority.

#### **6. When a Portable Family Moves**

When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

## **17. INFORMAL REVIEWS/HEARINGS**

### **A. GENERAL POLICY**

The Authority will require that complaints other than HQS violations be put in writing. A complaint regarding physical condition of the units may be reported by phone to the Section 8 Department.

### **B. INFORMAL REVIEW PROCEDURES FOR APPLICANTS**

Families must be notified in writing of their right to an Informal Review in most circumstances in which the Authority makes a decision affecting their eligibility or assistance.

The Authority will provide families with the opportunity for an Informal Review of decisions denying:

- Listing on the waiting list;
- Issuance of a Section 8 Housing Voucher; or
- Participation in the program

Informal Reviews **ARE NOT** required for established policies and procedures such as:

- Determination of the family unit size or the Voucher under the Authority's Subsidy standards;
- Rejection of a unit that does not meet Housing Quality Standards;
- Disapproval of the owner's form of lease;
- Refusal to extend the term of the Voucher;
- Discretionary administrative determinations by the Authority;
- General policy issues or class grievances.

The Authority will give the family a written notice of the determination that will describe:

- The reasons for the decision;
- The procedures for requesting a review if the family does not agree with the determination; and
- The time frame for requesting a review;

### **C. INFORMAL HEARING PROCEDURES FOR PARTICIPANTS**

Appeals by participants of the Authority's Section 8 Housing Program shall be handled as outlined in the HUD regulations for Informal Hearings. Participants are families who have an effective lease and HAP Contract.

Families must be notified of their right to an Informal Hearing in most circumstances in which it affects their eligibility or assistance.

The Authority must provide program participants with the opportunity for an Informal Hearing for decisions related to:

- Calculation of the Total Tenant Payment, Tenant Rent and/or HAP amount;
- Denial or termination of assistance;
- A determination of the appropriate utility allowance for tenant-paid utilities from the Housing Authority utility allowance schedule
- Determination of the family unit size under the Authority's Subsidy Standards;
- A determination to terminate assistance for a participant family because of the family's action or failure to act
- A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the Housing Authority policy and HUD rules
- Denial of a hardship exemption to the minimum rent requirement

Informal Hearings **ARE NOT** required for a family when the Authority:

- Fails a unit for Housing Quality Standards violations;
- Refuses to extend the term of the Voucher for a participant family who wished to move with continued assistance;
- Imposes sanctions against an owner who is not in compliance with Program requirements;
- General policy issues or class grievances; or
- Takes other actions based upon the Authority discretionary administrative procedures or HUD policies and procedures.

The Authority will give the family a written notice of the determination that will describe:

- The reasons for the decision;
- The procedures for requesting a hearing if the family does not agree with the determination; and
- The time frame for requesting a hearing.

#### **D. FAMILY REVIEW/HEARING PROCEDURES**

All requests for Informal Hearings/Reviews must be made in writing within ten days from the date of the notification letter.

The Informal Hearing/Review shall be conducted by the Hearing Officer or Panel who is a person or persons appointed by the Authority and who is neither the person who made or approved of the decision under review nor a subordinate of such person.

The family will be given the option of presenting oral or written objections to the decision in question. The family has a right to legal counsel, at their own expense. The Hearing Officer or Panel will regulate the conduct of the hearing. Both the Authority and the family must have the opportunity to present evidence and/or witnesses.

The Hearing Officer or Panel will make a determination on how the rule or regulation was correctly or incorrectly applied to their information submitted at the hearing/review. A Notice of the Findings shall be provided in writing to the Authority with a copy to the family within 14 days and shall include a brief explanation of the reasons for the final decision.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

### **E. AUTHORITY REVIEW/HEARING PROCEDURES**

The request for review or hearing will be reviewed by the Section 8 Department.

For decisions regarding termination of assistance, the Authority will conduct the hearing prior to terminating assistance.

An Informal Review of Hearing will be scheduled with the designated Hearing Officer. Families will be notified of the Review/Hearing in writing within ten days of the receipt of the Review/Hearing request. The notice will specify:

- The reasons for the decision;
- The procedures for requesting a hearing if the family does not agree with the determination; and
- The time frame for requesting a hearing.

If a family does not appear at a scheduled Review/Hearing and has not rescheduled the Review/Hearing in advance, the family must contact the Section 8 Department within 48 hours (excluding weekends). The Authority will reschedule the hearing only upon a showing of good cause for the family's absence as previously defined. The Hearing will be rescheduled, in this event, only one time. Failure to reschedule, or if the family does not appear at the rescheduled review/hearing, the Authority will take appropriate steps as outlined in the Notice.

Families have the right to:

- Review any and all relevant documents which may be used in the hearing. If these documents are not made available for review, they may not be used in the hearing. Any fees for copying or procuring the documents shall be at the expense of the requesting party;
- Present all information pertinent to the issue of the Review/Hearing;
- Request that Section 8 staff be available or present at the Review/Hearing to answer questions pertinent to the case;
- Be represented by legal counsel or other designated representative at their own expense with notice to the Authority of the designated person.

In addition to the other requirements contained in this Section 8 Administrative Plan and HUD regulations, the Authority has a right to:

- Present evidence and all information pertinent to the issue of the Review/Hearing;
- Review any and all relevant documents which may be used in the hearing. If these documents are not made available for review, they may not be used in the hearing. Any fees for copying or procuring the documents shall be at the expense of the requesting party;
- Be notified if the family intends to be represented by legal counsel or another party;
- Have its attorney present; and
- Have the staff person familiar with the case present.

The Informal Review/Hearing shall concern only the issues for which the families have been notified. Evidence presented at the Hearing may be considered without regard to admissibility under the Rules of Evidence applicable to judicial proceedings.

Families shall be notified of the results of the Hearing as follows:

A written notice of the decision will be sent to the family within 14 calendar days of the decision.

The notice of the decision will contain the following:

- A summary of the decision and reasons for the decision;
- If the decision is based on money owed, the amount owed shall be stated;
- The date the decision goes into effect.

The Authority is not bound by hearing decisions:

- Concerning matters in which the Authority is not required to provide an opportunity for a hearing;
- Contrary to HUD regulations or requirements;
- Contrary to Federal, State or local laws;
- That exceed the authority of the person conducting the hearing.

The Authority shall send a letter to the participant if it determines the Authority is not bound by the Hearing Officer's determination within 14 calendar days. The letter shall include the Authority's reasons for the decision.

**18. PROGRAM MONITORING**

**A. PROGRAM UTILIZATION**

Monthly reports will be maintained to monitor the waiting list, outstanding certificates and vouchers and the HAP Register to effectively manage the leasing schedule and to provide the Authority with useful program demographics.

**B. QUALITY CONTROL**

The Authority will annually conduct at least a 5% Quality Control review on all unit inspections. The review will be performed either by the Authority management staff (other than the Authority's inspector) or an outside independent contractor. The number of inspections checked shall be at least equal to the number specified in the Section 8 Management Assessment Program (SEMAP) for our size housing authority.

The Authority will annually conduct a review of at least 5% of all participant files annually to assure compliance with HUD regulations and Authority policies. The review will be performed by either Authority management staff or an outside independent contractor. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program (SEMAP) for our size housing authority.

**C. FINANCIAL REPORTING**

All financial reporting will be in accordance with applicable HUD regulations and Generally Accepted Accounting Principles.

Occasionally, it is necessary for the Clementon Housing Authority to spend money from its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with federal and State law.

The Clementon Housing Authority Board of Commissioners authorizes the Executive Director to expend without prior Board approval up to \$5,000 for authorized expenditures.

Any item(s) exceeding \$5,000 will require prior Board of Commissioner approval before any charge is made against the Section 8 Administrative Fee Reserve.

## APPENDIX 1

**DEFINITION OF ANNUAL AND ADJUSTED INCOME****ANNUAL INCOME**

**Annual Income** is the gross income anticipated to be received by all members of the household (even if temporarily absent) for the 12 month period following the effective date of initial certification or reexamination (annual or interim reexamination of income), including net income derived from assets, and exclusive of income that is temporary, non-recurring or sporadic as defined in Paragraph 3, below. Once the annual income is determined, the Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

- I. **Annual Income includes, but is not limited to**, the amounts specified in the federal regulations currently found in 24 CFR 5.609:
  - A. The gross amount (before any payroll deductions) of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services of all adult family members. (See Appendix 2 for definition of adult.);
  - B. The net income from operation of a business or profession (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business). An allowance for depreciation of assets used in a business or profession may be deducted based on straight-line depreciation as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
  - C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Income that could have been derived from assets worth more than \$1000 that were disposed of for less than fair market value within the past two years will be counted as income.
  - D. The full amount of **periodic** payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment, except Social Security and Supplemental Security Income; (See II-N)
  - E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;
  - F. Welfare Assistance payments
    1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the Welfare Assistance agency in accordance

with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

- a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus
- b. The maximum amount that the welfare assistance agency could in fact allow the Family for shelter and utilities. If the family's Welfare Assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

1. Imputed welfare income

- a. A family's annual income includes the amount of imputed welfare income (because of specified welfare benefits reductions resulting from either welfare fraud or the failure to comply with economic self-sufficiency requirements, as specified in notice to the Authority by the welfare agency) plus the total amount of other annual income.
- b. At the request of the Authority, the welfare agency will inform the Authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Authority will use this information to determine the amount of imputed welfare income for a family.
- c. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the Authority by the welfare agency).
- d. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- e. The Authority will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- f. If a resident is not satisfied that the Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Authority denies the family's request to modify such amount, then the Authority shall give the resident written notice of such denial, with a brief explanation of the basis for the Authority's determination of the amount of imputed welfare income. The Authority's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.

- g. Relations with welfare agencies
  - 1). The Authority will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the Authority written notice of such reduction, the family's annual income shall include the imputed welfare income because of the specified welfare benefits reduction.
  - 2). The Authority is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the Authority. However, the Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.
  - 3). Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Authority shall rely on the welfare agency notice to the Authority of the welfare agency's determination of a specified welfare benefits reduction.

- G. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
- H. All regular pay, special pay and allowances of a member of the Armed Forces (but see paragraph II-G below); and
- I. Any earned income tax credit to the extent it exceeds income tax liability.

II. **Income Exclusions: Annual income does not include the following** amounts specified in the federal regulations currently found in 24 CFR 5.609:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses (but see paragraph I-D of this appendix);
- D. Amounts which are specifically received for, or in reimbursement of the cost of medical expenses for any family member;
- E. Income of a live-in aide (as defined in Appendix 2) residing in the unit;

- F. The amount of student financial assistance paid directly to the student or to the educational institution for tuition. For Section 8, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income;
- G. The hazardous duty pay to a family member in the Armed Forces away from home and exposed to hostile fire;
- H. The amounts received from the following programs:
  - 1. Amounts received under training programs funded by HUD;
  - 2. 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);
  - 3. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
  - 4. Amounts received under 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 Authority, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; or
  - 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
- I. Temporary, nonrecurring or sporadic income (including gifts);
- J. Reparation payments made by foreign governments in connection with the Holocaust (for all initial determinations and reexaminations carried out on or after April 23, 1993);
- K. Earnings in excess of \$480 for each full-time student 18 years or older (*excluding* the head of household and spouse);
- L. Adoption assistance payments in excess of \$480 per adopted child;
- M. For persons with disabilities already participating in the program, the incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion is only available to the following families:

4. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
5. Families whose income increases during the participation of a family member in any economic self-sufficiency or other job-training program.
6. Families who are or were, within the past six (6) months, assisted under a State TANF or Welfare to Work program, as determined by the Authority in consultation with the local TANF agency, and whose earned income increases.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

- N. Deferred periodic payments of supplemental security income and Social Security benefits only that are received in a lump sum payment;
- O. 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;
- P. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- Q. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
  - a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
  - b. Payments to Volunteers under the domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);
  - c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
  - d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
  - e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
  - f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);
  - g. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04);
  - h. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income

received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407–1408);

- i. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- j. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));
- k. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent* product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- l. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
- o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95–433);
- p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
- r. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
- s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).
- t. Any low-income subsidy received to assist low-income persons in paying for their Medicare Prescription Drug Program.

The Authority will not provide exclusions from income in addition to those already provided for by HUD.

#### **ADJUSTED INCOME**

Adjusted Income is Annual Income (as defined in this Appendix) minus the following allowances:

1. \$480 for each dependent;

**Note:** *The head, co-head, spouse, foster child or live-in aide are never counted as dependents. No allowance shall be deducted for an unborn child. The head of household shall be a court-appointed guardian of the dependent in order to get the dependent allowance.*

2. \$400 for any elderly family or disabled family;
3. The sum of the following, to the extent the sum exceeds three % of annual income:
  - a. Unreimbursed medical expenses of any elderly family or disabled family, including any fee paid by the tenant for the Medicare Prescription Drug Program; and
  - b. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.
4. Reasonable childcare expenses for children 12 and younger necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

APPENDIX 2

**DEFINITION OF TERMS**

**Absorption:** In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which tenant rent is based.

**Administrative fee:** Fee paid by HUD to the housing authority for the administration of the program.

**Administrative Plan:** The plan that describes housing authority policies for the administration of the tenant-based programs.

**Admission:** The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An adult must have the legal capacity to enter a lease under State and local law. In the anti-drug portions of this policy, it also refers to a minor who has been convicted of a crime as an adult under any Federal, State or tribal law.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly and disabled families, disability expenses, and child care expenses for children under 13 years of age.

**Amortization Payment:** In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home. If furniture was included in the purchase price, the debt service must be reduced by 15% to exclude the cost of the furniture. The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program.

**Annual Income:** The anticipated total annual income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets for the 12 month period following the effective date of the initial determination or reexamination of income. See Appendix 1 for complete definition of Annual Income, income inclusions and income exclusions.

**Applicant (applicant family):** A family that has applied for admission to a program but is not yet a participant in the program.

**Assets:** see net family assets.

**Asset Income:** Income received from assets held by household members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

**Business Days:** Days the housing authority is open for business.

**Certificate:** A document formerly issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

**Certification:** The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

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

**Citizen:** A citizen or national of the United States.

**Common space:** In shared housing: Space available for use by the assisted family and other occupants of the unit.

**Congregate housing:** Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

**Consent form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participants to determine eligibility or level of benefits.

**Contiguous MSA:** In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

**Continuously assisted:** An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Housing Choice Voucher Program or is temporarily residing in a shelter for a legitimate reason.

**Cooperative:** Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

**Covered Families:** Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

**Covered Person:** For purposes of the anti-drug provisions of this policy, a covered person is a tenant, any member of the tenant's household, a guest or another person under the tenant's control.

**Currently engaging in:** With respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current.

**Domicile:** The legal residence of the household head or spouse as determined in accordance with State and local law.

**Decent, safe, and sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

**Department:** The Department of Housing and Urban Development.

**Dependent:** A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

**Disability assistance expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

**Disabled family:** A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

**Disabled person:** See "person with disabilities."

**Displaced family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

**Displaced person:** A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

**Drug:** means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

**Drug-related criminal activity:** The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

**Drug trafficking:** The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

**Economic self-sufficiency program:** Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

**Elderly family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

**Elderly person:** A person who is at least 62 years of age.

**Evidence of citizenship or eligible status:** The documents that must be submitted to evidence citizenship or eligible immigration status.

**Exception rent:** An amount that exceeds the published fair market rent.

**Extremely low-income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.).

**Fair market rent (FMR):** The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately-owned existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

**Family** includes but is not limited to:

- a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining member of a tenant family; and
- g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

**Family members:** include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058 form.

**Family Rent to Owner:** In the housing choice voucher program, the portion of rent to owner paid by the family.

**Family self-sufficiency program (FSS program):** The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

**Family share:** The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

**Family unit size:** The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

**50058 Form:** The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process, and, at the option of the housing authority, for interim reexaminations.

**FMR/exception rent limit:** The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Housing Choice Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

**Full-time student:** A person who is attending school or vocational training on a full-time basis as defined by the institution.

**Gross rent:** The sum of the rent to the owner plus any utilities.

**Group Home:** A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

**Guest:** Means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

**Head of household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

**Household members:** include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

**Housing Assistance Payment (HAP):** The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

**Housing quality standards (HQS):** The HUD minimum quality standards for housing assisted under the Section 8 program.

**Housing voucher:** A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The housing choice voucher also states the obligations of the family under the program.

**Housing choice voucher holder:** A family that has an unexpired housing choice voucher.

**Imputed income:** For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

**Imputed welfare income:** The amount of annual income not actually received by a family, as a result of a welfare benefit reduction for welfare fraud or the failure to comply with economic self-sufficiency requirements, that is nonetheless included in the family's annual income for purposes of determining rent.

**Income category:** Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

**Incremental income:** The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

**Initial Housing Authority:** In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

**Initial payment standard:** The payment standard at the beginning of the HAP contract term.

**Initial rent to owner:** The rent to owner at the beginning of the initial lease term.

**Interim (examination):** A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a reexamination.

**Jurisdiction:** The area in which the housing authority has authority under State and local law to administer the program.

**Law enforcement agency:** The National Crime Information Center (NCIC), police departments and other law enforcement agencies that hold criminal conviction records.

**Lease:** A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

**Legal capacity:** The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

**Live-in aide:** A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- a. Is determined to be essential to the care and well-being of the persons;
- b. Is not obligated for the support of the persons;
- c. Would not be living in the unit except to provide the necessary supportive services; and
- d. Is listed on the lease.

Although listed on the Lease as a household member, a live-in aide is not a party to the lease.

**Low-income families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

**Manufactured home:** A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

**Manufacture home space:** In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

**Medical expenses:** Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

**Mixed family:** A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

**Moderate rehabilitation:** Rehabilitation involving a minimum expenditure of \$1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

- a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance); or
- b. repair or replace major building systems or components in danger of failure.

**Monthly adjusted income:** One twelfth of adjusted income.

**Monthly income:** One twelfth of annual income.

**Mutual housing** is included in the definition of "cooperative".

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**Near-elderly family:** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62 living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

**Net family assets:**

- a. Net cash value after deducting reasonable costs that would be incurred in disposal of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- b. 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.
- c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family 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 reexamination, 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.

**Noncitizen:** A person who is neither a citizen nor national of the United States.

**Occupancy standards:** The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Other person under the tenant's control:** For the purposes of the definition of covered person it means the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section) because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

**Owner:** Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing. In the anti-drug related Areas of this policy, it means the owner of federally assisted housing.

**Participant (participant family):** A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

**Payment standard:** In a housing choice voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a housing choice voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

**Permanently absent:** A person or persons not actually residing in the unit who once lived there and does not intend to return. One becomes permanently absent when one vacates the unit.

**Person with disabilities:** A person who:

- a. Has a disability as defined in 42 U.S.C.
- b. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
  - (1) is expected to be of long-continued and indefinite duration,
  - (2) substantially impedes his or her ability to live independently, and
  - (3) is of such a nature that the ability to live independently could be improved by more suitable housing conditions, or
- c. Has a developmental disability as defined in 42 U.S.C. 6001

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

**Portability:** Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

**Premises:** The building or complex in which the dwelling unit is located, including common areas and grounds. For purposes of the anti-drug provisions of this policy it means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

**Private space:** In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

**Processing Entity:** The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs the processing entity is the responsibility entity.

**Proration of assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

**Public Housing:** housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed finance project that are assisted by a PHA with capital or operating funds.

**Public Housing Agency:** A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

**Reasonable rent:** A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

**Receiving Housing Authority:** In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority.

**Re-certification:** A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

**Remaining member of a tenant family:** A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

**Rent to owner:** The monthly rent payable to the owner under the lease.

**Responsible Entity:**

- A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR 982), and the Section 8 project-based voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

**Shared housing:** A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

**Shelter allowance:** That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

**Single person:** Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

**Single room occupancy housing (SRO):** A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

**Special admission:** Admission of an applicant that is not on the housing authority waiting list, or admission without considering the applicant's waiting list position.

**Special housing types:** Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

**Specified welfare benefit reduction:**

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
  - 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
  - 2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or

3. because a family member has not complied with other welfare agency requirements.

**State Wage Information Collection Agency (SWICA):** The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

**Statement of family responsibility:** An agreement in the form prescribed by HUD, between the housing authority and a family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

**Subsidy standards:** Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**Suspension:** Stopping the clock on the term of a family's housing choice voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

**Tenant:** The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

**Third-party (verification):** Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

**Total tenant payment (TTP):**

- (1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
  - a. 30% of the family's monthly adjusted income;
  - b. 10% of the family's monthly income;
  - c. Minimum rent; or
  - d. if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.
- (2) If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

**Utility allowance:** If 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 a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

**Utility hook-up charge:** In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

**Utility reimbursement:** The portion of the housing assistance payment that exceeds the amount of the rent to owner. It is only paid when the housing assistance payment exceeds the rent to owner. If 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 a PHA of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

**Very low-income families:** Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Violent criminal activity:** Means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

**Voucher (rental voucher):** A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

**Voucher holder:** A family holding a housing choice voucher with unexpired search time.

**Waiting list admission:** An admission from the housing authority waiting list. [24 CFR 982.4]

**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 (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31).

45 CFR 260.31 defines the term “assistance” to include cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

It includes such benefits even when they are:

- A. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
- B. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).

Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term “assistance” excludes:

- A. Nonrecurrent, short-term benefits that:
  - 1. Are designed to deal with a specific crisis situation or episode of need;
  - 2. Are not intended to meet recurrent or ongoing needs; and
  - 3. Will not extend beyond four months.

- B. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
- C. Supportive services such as child care and transportation provided to families who are employed;
- D. Refundable earned income tax credits;
- E. Contributions to, and distributions from, Individual Development Accounts;
- F. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and
- G. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

**Welfare rent:** In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

**Welfare -to-Work (MTW) families:** Families assisted with housing choice voucher funding awarded under the HUD welfare-to-work voucher program.

**Written notification:** All written notifications required in this policy shall be hand delivered with a signed receipt or mailed via first class mail unless specified otherwise.

## APPENDIX 3

## TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, Clementon Housing Authority will send a request form to the source along with a release form signed by the applicant/tenant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security, electronic reports	Social Security card or a third party document stating the Social Security Number
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school and/or college students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Childcare costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Medicare Prescription Drug Coverage		A card issued by the private prescription drug plan with the words "Medicare Rx" on it.
<b>Value of and Income from Assets</b>		
Savings, checking accounts	Letter from institution	Passbook, most current statements
		Tax return, information brochure

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
CDS, bonds, etc	Letter from institution	from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property held as an investment	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of whole life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
<b>Income</b>		
Earned income	Letter from employer	Multiple pay stubs (must be current and consecutive)
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Social Security Administration		Letter from Social Security (hand-carried by resident) then verified by HUD computer systems
Periodic payments (i.e., welfare, pensions, workers compensation, unemployment)	TASS; Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating - whether enrolled or completed - whether training is HUD-funded - whether Federal, State, local govt., or local program - whether it is employment training - whether it has clearly defined goals and objectives - whether program has supportive services	N/A

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
	<ul style="list-style-type: none"> <li>- whether payments are for out-of-pocket expenses incurred in order to participate in a program</li> <li>- date of first job after program completion</li> </ul>	Evidence of job start

APPENDIX 4

**VOUCHER HOLDER'S PACKET**

During the briefing, the Clementon Housing Authority will give the family a packet covering at least the following subjects:

- A. The term of the housing choice voucher and the Housing Authority's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;
- B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;
- C. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;
- D. How the Housing Authority determines the maximum rent for an assisted unit;
- E. Where the family may lease a unit. For families qualified to lease outside the Housing Authority's jurisdiction, the packet includes an explanation of how portability works and a list of names, addresses and phone numbers of contact persons at neighboring housing authorities;
- F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;
- G. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;
- H. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses;
- I. The Housing Authority's subsidy standards, including when the Housing Authority will consider granting exceptions to the standards such as a reasonable accommodation to a person with a disability;
- J. The HUD brochure on how to select a unit ("A Good Place to Live");
- K. The HUD-required lead-based paint brochure;
- L. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
- M. A list of landlords or other parties known to the Housing Authority who may be willing to lease a unit to the family or help the family find a unit, including owners with properties located outside areas of poverty or minority concentration;
- N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the Housing Authority that may be available;

- O. The family's obligations under the program;
- P. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction;
- Q. The Housing Authority's informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing;
- R. The Housing Authority's owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program; and
- S. A listing or map that delineates areas of poverty or minority concentration in the jurisdiction. Also, applicants shall be given information about job opportunities, schools, and other services in non-concentrated neighborhoods.

APPENDIX 5

**OBLIGATIONS OF THE FAMILY**

This Appendix states the obligations of a participant family under the program.

A. Supplying required information

1. The family must supply any information that the Clementon Housing Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.
2. The family must supply any information requested by the Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
4. All information supplied by the family must be true and complete.

B. HQS breach caused by the Family

The family is responsible for any HQS breach caused by the family or its guests.

C. Allowing Clementon Housing Authority Inspection

The family must allow the Housing Authority to inspect the unit at reasonable times and after at least **two** (2) calendar days notice according to state law, unless an emergency exists.

D. Violation of Lease

The family may not commit any serious or repeated violation of the lease.

E. Family Notice of Move or Lease Termination

The family must notify the Clementon Housing Authority and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.

F. Owner Eviction Notice

The family must promptly give the Clementon Housing Authority a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.

2. The Clementon Housing Authority must approve the composition of the assisted family residing in the unit. The family must inform the Clementon Housing Authority within **XXX** business days of the birth, adoption or court-awarded custody of a child. The family must request approval from the Housing Authority to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).
3. The family must notify the Clementon Housing Authority within **XXX** business days if any family member no longer resides in the unit.
4. If the Clementon Housing Authority has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The Housing Authority has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the Housing Authority consent may be given or denied.
5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with the lease, zoning requirements, and the affected household member must obtain all appropriate licenses.
6. The family must not sublease or let the unit.
7. The family must not assign the lease or transfer the unit.

#### H. Absence from the Unit

The family must supply any information or certification requested by the Clementon Housing Authority to verify that the family is living in the unit, or relating to family absence from the unit, including any Housing Authority requested information or certification on the purposes of family absences. The family must cooperate with the Housing Authority for this purpose. The family must promptly notify the Housing Authority of its absence from the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to **60** calendar days. The family must request permission from the Housing Authority for absences exceeding **60** calendar days. The Housing Authority will make a determination within **10** business days of the request. An authorized absence may not exceed **180** calendar days. Any family absent for more than **60** calendar days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
3. Other absences that are deemed necessary by the Clementon Housing Authority

#### I. Interest in the Unit

The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space or people using a housing choice voucher to purchase a home).

J. Fraud and Other Program Violation

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program.

K. Crime by Household Members

The members of the household may not engage in drug-related criminal activity or other violent criminal activity or other criminal activity that threatens the health safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

L. Other Housing Assistance

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

M. Alcohol and/or Drug Abuse By Household Members

The members of the household must not abuse alcohol and/or drugs in a way that threatens the health, safety or right to peaceful enjoyment of other residents and/or persons residing in the immediate vicinity of the premises.

# HOUSING AUTHORITY OF THE BOROUGH OF CLEMENTON PUBLIC HOUSING LEASE

ACCOUNT NO. \_\_\_\_\_

## 1. PARTIES AND DWELLING UNIT

The parties to this Lease are the Housing Authority of the Borough of Clementon, hereinafter referred to as "Housing Authority" or "Authority", and, the occupying family, hereinafter referred to as the "Tenant". The Authority leases to the tenant the premises located at Apartment # \_\_\_\_\_, WOOSTER TOWERS.

The premises leased are for the exclusive use and occupancy of the Tenant and the Tenant's household consisting of the following named persons who will live in the dwelling unit:

**All adult members of the household shall execute the lease.**

Name	Relationship	Age & Birth date	Social Security #
1.	Head	___ / /	
2.		___ / /	
3.		___ / /	
4.		___ / /	

Any additions to the household members listed above require the advance written approval of the Housing Authority. This includes Live-in Aides, but excludes natural births. The Housing Authority shall approve the additions if they pass the screening and an appropriate size unit is available. Deletions from the household shall be reported to the Housing Authority within ten (10) days.

## 2. LEASE TERM

This Lease shall begin on \_\_\_\_\_. The term shall be one year and shall renew automatically for another year, unless otherwise modified or terminated as provided by this Lease.

### 3. RENTAL PAYMENT

Tenant shall pay monthly rent of \$\_\_\_\_\_. If this Lease begins on a day other than the first day of the month, the first month's rent shall be \$\_\_\_\_\_.

\_\_\_\_\_ This rent is based on the Authority-determined flat rent for this unit.

\_\_\_\_\_ This rent is based on the income and other information reported by the Tenant.

(Check one)

Families may change rent calculation methods at any recertification. Families who have chosen the flat rent option may request a reexamination and change to the income-based rent at any time if the family's income has decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change. However, once the family has selected the income-based rent, they may not revert to the flat rent until their next annual reexamination.

Rent and other charges due under the lease are to be submitted (either in person or by mail) to the following address:

**Housing Authority of the Borough of Clementon  
22 Gibbsboro Road  
Clementon, NJ 08021**

**All payments must be by check or money order. The Authority will not accept cash payments.**

If a reasonable accommodation on where to pay rent is needed, other arrangements can be made.

Rent and other charges are due and payable on the date published by Management, but no later than the tenth business day of the month. The resident shall be assessed a \$5 late fee if rent is received after the tenth business day of the month. For checks returned for non-sufficient funds, the resident shall be assessed the amount charged to the Housing Authority by the bank, plus the \$5 late fee.

If a family is paying the minimum rent and its circumstances change creating an inability to pay the rent, the family may request, in writing, suspension of the minimum rent because of a recognized hardship.

In the event legal proceedings are required to recover possession of the premises, the Tenant will be charged with the actual cost of such proceedings.

### 4. SECURITY DEPOSIT

The Tenant has paid the amount of \$0 to the Housing Authority as a Security Deposit.

With the approval of the Housing Authority, the Security Deposit may be made in three payments -- one third in advance, one third with their second rent payment, and one third with their third rent payment. The Housing Authority will hold this security deposit for the period the Tenant occupies the dwelling unit. The Housing Authority shall not use the Security Deposit for rent or other charges while the Tenant is living in the dwelling unit.

Within 30 days after the Tenant has permanently moved out of the dwelling unit, the Housing Authority shall return the Security Deposit with interest at the rate provided by State law after deducting whatever amount is needed to pay the cost of:

- a. unpaid rent;
- b. repair of damages that exceed normal wear and tear as listed on the Move-Out Inspection Report; and
- c. other charges due under the Lease.

The Housing Authority shall provide the Tenant with a written list of any charges made against the Security Deposit. If the Tenant disagrees with the amounts deducted, the Housing Authority will meet with the Tenant to discuss the charges.

## **5. UTILITIES**

The Housing Authority shall provide the following utilities as a part of this lease agreement but shall not be liable for the failure to provide service if beyond its control:

### **Water, Electric, Gas and Heat**

The Tenant agrees to pay for the following optional services:

### **Cable, Telephone Service and Air Conditioning**

The Housing Authority shall provide a Cooking Range and Refrigerator for all units.

Extra electrical appliances (e.g., air conditioners, freezers, etc.), may be installed and operated **only with the prior approval of the Authority**. A monthly service charge will be payable by the tenant for the electricity used in the operation of such appliances, per the Schedule posted in the Main Office which is available for inspection and copying by the tenant.

## **6. CLEMENTON HOUSING AUTHORITY'S OBLIGATIONS:**

The Housing Authority shall be obligated:

- A. To maintain the dwelling unit and the development in a decent, safe, and sanitary condition.

- B. To comply with the 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 development 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 by the Housing Authority.
- F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by the Tenant as required in Section 7, paragraph N of this Lease, and to provide disposal service for garbage, rubbish and solid waste.
- G. To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or 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 Tenant in writing of the specific grounds for any proposed adverse action by the Housing Authority. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the Housing Authority is required to afford Tenant the opportunity for a hearing under the Housing Authority's Grievance Procedure for a grievance concerning a proposed adverse action:
  - 1. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a Notice of Lease Termination that complies with Section 16 of this lease shall constitute adequate notice of proposed adverse action.
  - 2. In the case of a proposed adverse action other than a proposed lease termination, the Housing Authority shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed.
- I. To provide reasonable accommodations for tenants with disabilities.

## **7. TENANT'S OBLIGATIONS**

Tenant shall be obligated to the following, which are deemed to be material conditions of this Lease:

- A. Not to assign this Lease, nor sublet or transfer possession of the premises under any circumstances.

- B. Not to give accommodation to boarders, lodgers, or others not listed on the lease or most recent certification form (except as provided in paragraph C of this Section).
- C. Not to give accommodations to guests in excess of three (3) days a month without advance consent of the Housing Authority.
- D. To use the premises solely as a private dwelling for Tenant and Tenant's household as identified in the Lease or most recent certification form, and not to use or permit its use for any other purpose unless expressly permitted by the Housing Authority.

This provision does not exclude the live-in care of a member of Tenant's family provided the accommodation of such persons conforms to the Housing Authority's Occupancy standards, and written approval has been received from the Housing Authority.

- E. To make no alterations or repairs or redecoration to the interior or exterior of the premises or to the equipment, nor to install additional equipment or major appliances without **prior** consent of the Housing Authority.

To use no adhesive picture hangers, or fasteners in or on any part of the premises. In addition, Tenant shall not:

1. Apply contact paper, cork tiles, or mirror tiles to any interior surface area, fixture, or appliance in the premises;
2. Install any floor coverings, such as carpet, tile, linoleum, or sheet vinyl that require glue, nails, or adhesives to be applied to the existing floor of the premises. (The Tenant is permitted to lay loose carpeting over existing floor surfaces); or
3. Deface the exterior or interior surfaces of any appliance provided by the Housing Authority.

- F. To immediately notify the Housing Authority of all changes in household composition.
- G. To insure that the Tenant, members of his or her household, guests, or other persons who are on the premises with Tenant's consent, conduct themselves in a manner which will:
  1. Not disturb Tenant's neighbors' peaceful enjoyment of their accommodations; and,
  2. Be conducive to maintaining the development in a decent, safe, and sanitary condition.

- H. To assure that the Tenant, any member of the Tenant's household, any guest, or any other person under Tenant's control, shall not engage in:
  1. **Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Housing Authority's public housing premises by other residents or employees of the Housing Authority, or;**
  2. **Any violent or drug-related criminal activity whether on or off such premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, 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.)**

- I. Not to allow any former Tenant of the Housing Authority who has been evicted to occupy the unit for any period of time under any circumstances.
- J. Not to allow any person who is under a "No Trespassing Notice" in or near the dwelling unit or premises. It will be a serious violation of this lease to allow any such person on or near the dwelling unit or premises after notice to tenant of the person's name and nature of the Trespass Notice.
- K. To abide by necessary and reasonable regulations as declared by the Housing Authority to the Tenants from time to time for the benefit, and well being of the housing development and the Tenants. These regulations are incorporated by reference in this Lease, and shall be posted in a conspicuous manner in the development office. Violation of such regulations constitutes a violation of the Lease.
- L. To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.
- M. To pay reasonable charges for repair of damages, (other than normal wear and tear), to the leased premises, development buildings, facilities or common areas caused by the Tenant, his/her household or guests, or by Tenant's failure to report needed repairs in a timely manner. Charges will be in accordance with the Schedule of Maintenance Charges as posted in the Office. Any damage to the premises, which is not described in the written report of inspection signed or initialed by the Tenant prior to Tenant's occupancy, will be presumed to have been caused by Tenant.  
  
The Tenant is required to report any incident of vandalism or damage to the premises to the Housing Authority or police department. The Tenant must notify the Housing Authority/Police immediately and, if possible, identify the person(s) involved. Failure to notify the Housing Authority or the police concerning damage to their premises will result in Tenant liability for the cost of the repairs.
- N. To keep the dwelling unit and such other areas as may be assigned to the Tenant for his/her exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways directly in front of your unit free from hazards and trash.
- O. To dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner. To refrain from, and cause members of the Tenant's household or guest to refrain from, littering or throwing trash and debris in common areas.
- P. To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or development.
- Q. To comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety.
- R. To give prompt prior notice to the Housing Authority of Tenant's leaving premises unoccupied for any period exceeding fifteen (15) calendar days. Said notice shall not

render the Housing Authority responsible for any personal property of any nature or description left in or on the leased premises during the Tenant's absence.

- S. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner towards neighbors and Housing Authority staff.
- T. Weapons --
  - 1. Not to display or use, or allow members of the Tenant's household or guests to display or use any firearms, BB guns, pellet guns, sling shots, other offensive weapons, or paraphernalia as defined by the laws and courts of the State of New Jersey in a manner that endangers life or property.
  - 2. All firearms stored on the premises must be secured in a locked gun cabinet or locked storage container. Key type trigger locks will also be considered as an acceptable means of securing weapons. All firearms must be unloaded when stored.
  - 3. To provide the Housing Authority with a copy of the applicable permit or registration as required by State or Federal Law for any weapon or firearm kept on the premises, and to register with the Housing Authority any weapons or firearms kept on the premises.
- U. To take reasonable precautions to prevent fires. It is illegal to store or keep flammable materials in the apartments.
- V. To avoid obstructing sidewalks, areaways, galleries, passages, elevators or stairs, nor use these for purposes other than entry to the premises or exit there from.
- W. To refrain from erecting or hanging satellite dishes, radio antenna or television antenna on or from any exterior part of the premises, including but not limited to grounds, yards, and areas common to the development site.
- X. To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the Housing Authority.
- Y. Pets – Tenant may only keep pets in accordance with the Housing Authority's Pet Policy. **Tenant must obtain the PRIOR written approval of the Housing Authority.**

Violation of the Pet Policy shall be construed as a violation of the Lease.
- Z. To remove from Housing Authority property any vehicles without current license tags and valid inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the Housing Authority. Automobile repairs are not permitted on the development site.

Inoperable or unlicensed vehicles, vehicles without valid inspection stickers or tags, or any vehicles parked in unauthorized areas as described above will be removed by the Housing Authority at the Tenant's expense.

- A. To remove any personal property left on Housing Authority property when Tenant leaves, abandons or surrenders the premises. Property left in the unit shall be considered abandoned and will be disposed of by the Housing Authority in accordance with State Law. Costs for disposal of property left in the unit shall be assessed against the Tenant. The Housing Authority assumes no responsibility or liability for any personal property remaining on the premises.
- BB. To use reasonable care to keep the premises in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. RESIDENT SHALL PROMPTLY NOTIFY THE AUTHORITY OF KNOWN NEED FOR REPAIRS TO THE PREMISES, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Development. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

**The Tenant shall cooperate fully in any Housing Authority pest control efforts.**

- CC. To comply with the provision of any rider attached to and incorporated in this Lease; such rider may include provisions requiring non-disabled persons living in accessible units to move to a non-accessible unit, etc.
- DD. Not to commit any fraud in connection with any Federal housing assistance program; and not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- EE. To perform HUD required Community Service work unless determined as exempt by the Housing Authority.

## **7. CONDITION OF DWELLING**

By signing this Lease and the Unit Inspection Report, the Tenant acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order as described on the Move-in Unit Inspection Report. This report, signed by both the Tenant and Housing Authority, is attached to this Lease.

At the time of move out, the Housing Authority shall complete another inspection of the dwelling unit. When the Tenant notifies the Housing Authority of his or her intent to vacate, the Housing Authority shall advise the Tenant of their opportunity to participate in the move-out inspection.

## **8. RENT RECERTIFICATIONS**

Each year, by the date specified by the Housing Authority, Tenants who are paying rent based on their income shall provide updated information regarding income, assets, expenses, and family composition. The Housing Authority shall verify the information supplied by the Tenant and use the verified information to establish the amount of the Tenant's rent for the next year.

At the time of the review appointment the Tenant may elect to change his or her rent choice option.

In addition, the Tenant may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for medical care, etc.; or other circumstances create a hardship on the family such that the income-based rent would be more financially feasible for the family. However, once the family has selected the income-based rent, they may not revert to the flat rent until their next annual reexamination.

In cases where annual income cannot be projected for a twelve-month period or the Tenant is reporting no income and Tenant has chosen the percentage of income rent option, the Housing Authority will schedule special rent reviews every 30 days.

Tenants paying rent based on income may meet with the Housing Authority to discuss any change in rent resulting from the recertification process; and, if the Tenant does not agree with the determination of Tenant rent, the Tenant may request a hearing in accordance with the Authority's grievance procedure.

## **9. INTERIM RENT ADJUSTMENTS**

Tenants must report to the Housing Authority any of the following changes in household circumstances when they occur between Annual Rent Recertifications within 5 days of their occurrence:

- a. A member has been added to the family through birth, adoption, or court-awarded custody.
- b. A household member is leaving or has left the family unit.

In addition, Tenants paying rent based on a percentage of income may report the following activities that occur between Annual Rent Recertifications:

- a. A decrease in annual income;
- b. Childcare expenses for children under the age of 13 that are necessary to enable a member of the household to be employed or to go to school;
- c. Handicapped assistance expenses, which enable a family member to work;
- d. Medical expenses of elderly, disabled, or handicapped headed households that are not covered by insurance; or
- e. Other family changes that impact their adjusted income.

The Housing Authority shall verify the information provided by the Tenant to determine if a decrease in the rent is warranted.

If the Tenant receives a letter or notice from HUD concerning the amount or verification of family income the communication shall be brought to the Housing Authority main office within 10 calendar days.

## **10. EFFECTIVE DATE OF RENT CHANGE**

The Housing Authority shall give the Tenant written notice of any change in the Tenant's rent. The notice shall be signed by the Housing Authority, state the new amount the Tenant is required to pay, and the effective date of the new rental amount.

- a. Rent Decreases: The Housing Authority shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after the Tenant reports the change in household circumstances. This rent change may be made retroactive to the appropriate date if less than five (5) working days have been given to the Housing Authority to process this change.
- b. Rent Increases: The Housing Authority shall process rent increases so that the Tenant is given no less than 30 days advance written notice of the amount due.

Once the rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim review and change is warranted or the Tenant elects to change from flat rent calculation method.

## **11. RESIDENT OBLIGATION TO REPAY**

Tenants who pay rent based on income shall reimburse the Housing Authority for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:

- a. Tenant does not submit rent review information by the date specified in the Housing Authority's request; or
- b. Tenant submits false information at Admission or at annual, special, or interim review.

Tenant is not required to reimburse the Housing Authority for undercharges caused solely by the Housing Authority's failure to follow U.S. Department of Housing and Urban Development's procedures for computing rent.

## **12. DEFECTS HAZARDOUS TO LIFE, HEALTH, OR SAFETY:**

In the event that the premises are damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, regardless of cause:

- a. The Tenant shall immediately notify the Housing Authority;
- b. The Housing Authority shall be responsible for repair of the unit within a reasonable time. If the Tenant, household members, or guests caused the damage, the reasonable cost of the repairs shall be charged to the Tenant.
- c. The Housing Authority shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time.
- d. The Housing Authority shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the Tenant rejects the

alternative accommodations or if the Tenant, Tenant's household, or guests caused the damage.

**13. ACCESS BY LANDLORD:**

The Housing Authority shall provide one (1) day written advance notice to the Tenant of his or her intent to enter the dwelling unit for the purpose of performing routine inspections and preventive maintenance, extermination or to show the dwelling unit for re-renting. The notice shall specify the date, time, and purpose for the entry. The Tenant shall permit the Housing Authority, his or her agents, or other persons, when accompanied by the Housing Authority, to enter the dwelling unit for these purposes. In the event that the Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the Housing Authority shall leave a card stating the date, time and name of the person entering the dwelling unit and the purpose of the visit.

The Housing Authority may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists or if the tenant is away for an extended period of time and the Authority needs to do preventive maintenance.

**14. SIZE OF DWELLING**

The Tenant understands that the Housing Authority assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of household members. If the Tenant is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit under this program and the Housing Authority's transfer policy becomes available, the Tenant shall be given a reasonable period of time to move. This time shall not exceed **sixty (60) days** unless an unusual hardship condition exists. If the Tenant fails to move to the designated dwelling unit within the notice period specified by the Housing Authority, the Housing Authority may terminate this lease.

If the Housing Authority determines that a Tenant must transfer to another unit based on family composition, the Housing Authority shall notify the Tenant. The Tenant may ask for an explanation stating the specific grounds of the determination, and if the Tenant does not agree with the determination, the Tenant may request a hearing in accordance with the Housing Authority's grievance procedures.

**15. LEASE TERMINATION BY LANDLORD**

Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease.

The Housing Authority shall not terminate or refuse to renew the Lease other than for serious or repeated violation of material terms of the Lease, such as, but not limited to, the following:

- a. nonpayment of rent or other charges due under the Lease (i.e. utilities), or repeated chronic late payment of rent (four times in a twelve month period);
- b. failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications, to attend scheduled reexamination interviews or to cooperate in the verification process if the Tenant has chosen to pay rent based on a percentage of income;
- c. furnishing false or misleading information during the application or review process;
- d. assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- e. use of the premises for purposes other than solely as a dwelling unit for the Tenant and Tenant's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Housing Authority;
- f. failure to abide by necessary and reasonable rules made by the Housing Authority for the benefit and well being of the housing development and the Tenants;
- g. failure to abide by applicable building and housing codes materially affecting health or safety;
- h. failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
- i. failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
- j. acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- k. failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas;
- l. any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants, employees of the Authority, or other persons living in the immediate vicinity of the premises by the Tenant or a guest of the Tenant;
- m. failure to abide by the provisions of the pet policy;
- n. any violent or drug-related criminal activity on or off the premises, not just on or near the premises. This includes any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control;
- o. alcohol abuse that the Housing Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- p. failure to perform required community service or be exempted therefrom;
- q. failure to allow inspection of the dwelling unit;
- r. determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit;
- s. determination or discovery that a resident is a registered sex offender;
- t. determination that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing;
- u. determination that a household member is illegally using a drug or when the Housing Authority determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- v. if a Tenant is fleeing to avoid prosecution, or custody or confinement after conviction of a crime that is a felony; or
- w. any other good cause.

## **16. NOTICE OF LEASE TERMINATION**

If the Housing Authority proposes to terminate this Lease, the Tenant shall be given written notice of the proposed termination, as listed below:

- a. for failure to pay rent, at least fourteen (14) days;
- b. for creation or maintenance of a threat to health or safety of other Tenants or Housing Authority's employees, a reasonable time based on the urgency of the situation; or
- c. for all other cases, thirty (30) days, unless State law permits a shorter period.

The Notice to Vacate required by State or local law may be combined with or run concurrently with a Notice of Lease termination required by this lease.

The Notice of Lease Termination from the Housing Authority shall be either personally delivered to the Tenant or to an adult member of the Tenant's family residing in the dwelling unit, or sent to the Tenant by First Class Mail, properly addressed, postage pre-paid. The notice shall:

- a. specify the date the Lease shall be terminated;
- b. state the grounds for termination with enough detail for the Tenant to prepare a defense. The Housing Authority shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated;
- c. advise the Tenant of the right to reply as he or she may wish, to examine the Housing Authority's documents directly relevant to the termination or eviction, to use the Grievance Policy to contest the termination, and/or to defend the action in court.

## **17. LEASE TERMINATION BY RESIDENT**

The Tenant shall give the Housing Authority 15 calendar days written notice before moving from the dwelling unit. If the Tenant does not give the full notice, the Tenant shall be liable for rent to the end of the notice period or to the date the dwelling unit is re-rented, whichever date comes first.

## **18. TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT:**

Upon the death of the Tenant, or if there is more than one Tenant, upon the death of all Tenants, either the Housing Authority or the personal representative of the Tenant's estate may terminate this Lease upon 30 days written notice, to be effective on the last day of a calendar month. If full notice is not given, the Tenant's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of a Lease under this section shall not relieve the Tenant's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Tenant's occupancy, normal wear and tear excepted.

If during the term of this Lease the Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Housing Authority cannot make a reasonable accommodation to enable the Tenant to comply

with the Lease; then action shall be taken. The Housing Authority will assist the Tenant or designated member(s) of the Tenant's family to move the Tenant to more suitable housing. If there are no family members, the Housing Authority will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the Tenant moving from the unit.

## **20. DELIVERY OF NOTICES:**

Notice by Housing Authority: Any notice from the Housing Authority shall be in writing and either personally delivered to the Tenant or to an adult member of the Tenant's family residing in the dwelling unit, or sent to the Tenant by Certified Mail, return receipt requested, properly addressed, postage pre-paid.

Notice by Tenant: Any notice to the Housing Authority shall be in writing, and either personally delivered to the Housing Authority at the Housing Authority's Office, or sent to Housing Authority by first-class mail, postage pre-paid and addressed to:

**Housing Authority of the Borough of Clementon  
22 Gibbsboro Road  
Clementon, NJ 08021**

If the Tenant is visually impaired, notices shall be in accessible format.

## **21. GRIEVANCES**

All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy that are based upon a Tenant's creation or maintenance of a threat to health or safety of other Tenants or Housing Authority employees, shall be processed under the Grievance Policy. This policy is posted in the Housing Authority's Office and a copy is provided to the Tenant upon request.

When the Housing Authority is required to afford the Tenant the opportunity for a hearing in accordance with the authority's grievance procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under 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) the grievance process has been completed.

## **22. HOUSE RULES**

The Tenant agrees to obey any House Rules, which are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants. The Housing Authority may modify such rules from time to time provided that the Tenant receives written notice of the proposed change, reasons for the change and an opportunity to submit written comments during a 30-day comment period at least 30 days before the proposed effective date of the change in the Rule. Existing House Rules, if any, are posted in the property and are attached to this Lease.

### **23. DISCRIMINATION PROHIBITED**

The Housing Authority shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap or disability, familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State and local law.

### **24. CHANGES AND NEW LEASES**

This Lease, together with the rules, regulations and policies promulgated and approved by the Housing Authority, inclusions cited herein, Tenant's application for admission, Tenant's statements of income and of family composition, and notices of future rent adjustments evidence the entire agreement between the Housing Authority and Tenant.

- A. Modification of this Lease must be accompanied by a written amendment or rider to the Lease executed by both parties, except for matters involving rent determinations and posted policies, rules and regulations.
- B. The Housing Authority reserves the right to change this Lease from time to time, at its option. The Authority shall provide at least 30 days written notice to the Tenant setting forth any proposed changes in the Lease. Tenant shall have an opportunity to present written comments, which, subject to the requirements of law, shall be taken into consideration by the Housing Authority.

**25. ATTACHMENTS TO THE LEASE**

If indicated by an (X) and **initialed by the Tenant below**, the Authority has provided the Tenant with the following Attachment, pamphlet or other information:

- Pet Policy       Grievance Procedure       Lease Rider - Accessible Unit
- 504 Notice       One Strike Policy       Lead Paint Poisoning
- For Your Information       Other:
  - Weapons/Firearms Registration
  - \_\_\_\_\_
  - \_\_\_\_\_

\*\*\*\*\*

**Signatures:**

I/We have received a copy of the above information indicated with an (X). The above information has been reviewed with me/us.

By the signature(s) below I/we acknowledge that the provisions of this Lease Agreement have been reviewed and all questions raised have been answered and I/we further agree to be bound by its provisions and conditions as written.

THIS LEASE is executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ for

**HOUSING AUTHORITY OF THE BOROUGH OF CLEMENTON**, by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**FOR THE TENANT BY (ALL ADULT MEMBERS OF THE HOUSEHOLD SHALL EXECUTE THE LEASE):**

\_\_\_\_\_  
Head of Household

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CLEMENTON HOUSING AUTHORITY**  
**GRIEVANCE PROCEDURE**

Revised: January 2007

Adopted by the Board of Commissioners: April 11, 2007

HUD Approved:

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# CLEMENTON HOUSING AUTHORITY GRIEVANCE PROCEDURE

## I. PURPOSE AND SCOPE

This Grievance Procedure sets forth the requirements, standards, and criteria established to assure that the residents of the Clementon Housing Authority (Authority) are afforded an opportunity for a hearing if he or she disputes, within the time limits set forth herein, any Authority action or failure to act involving the resident's lease or Authority regulations which adversely affect the individual resident's rights, duties, welfare or status.

## II. APPLICABILITY

In accordance with applicable federal regulations, this Grievance Procedure shall be applicable to all individual grievances (as defined in Section III below) between the resident and the Authority **with the following two exceptions:**

- A. This Grievance Procedure is not applicable to disputes between residents not involving the Authority or to class grievances involving groups of residents. Also, this Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between residents, or groups of residents, and the Authority's Board of Commissioners.
  
- B. This Grievance Procedure shall not be applicable to any termination of tenancy or eviction for:
  - 1. **Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority;**
  - 2. **Any violent or drug-related criminal activity on or off such premises; or**
  - 3. **Any activity resulting in a felony conviction.**

### III. DEFINITIONS

For the purpose of this Grievance Procedure, the following definitions apply:

- A. *Grievance*: Any dispute which a resident may have with respect to Authority action or failure to act in accordance with the individual resident's lease or Authority regulations which adversely affects the individual resident's rights, duties, welfare, or status.
- B. *Authority*: The Clementon Housing Authority, a body corporate organized and existing under the laws of the State of New Jersey.
- C. *Complainant*: Any resident (as defined in this section below) whose grievance is presented to the Authority's Management Office, 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, sell, distribute, or use a controlled substance, as defined in section 102 of the Controlled Substances Act (21 U.S.C. sec. 802) as from time to time amended.
- E. *Elements of Due Process*: Elements of due process means an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
  - 1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
  - 2. Right of the resident to be represented by counsel;
  - 3. Opportunity for the resident to refute the evidence presented by the Authority, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the resident may have;
  - 4. A decision on the merits.
- F. *Escrow*: Money held in a segregated account as a good faith effort until a determination is made on what to do with the money, which may only be accessed by simultaneous actions of the resident and the Authority.
- G. *Hearing Panel*: An impartial panel selected in accordance with this Grievance Procedure to hear grievances and render decisions with respect thereto.
- H. *HUD*: The United States Department of Housing and Urban Development.

- I. *Reasonable Accommodation.* Actions taken to ensure that the Authority's Grievance Procedures are readily accessible to and usable by individuals with disabilities. Examples of "reasonable accommodations" would include, but are not limited to the following:
  - 1. Accessible locations for hearings.
  - 2. Provision of sign language interpreters, readers, etc.
  - 3. Assignment of attendants.
  - 4. For visually impaired, notices to residents in an accessible format.
  
- J. *Resident Organization.* An organization of residents, which includes any resident management corporation.
  
- K. *Resident.* The adult person (or persons) other than a live-in aide:
  - 1. Who resides in the unit and who executed the lease with the Authority as lessee of the dwelling unit, or, if no such person(s) reside in the unit,
  - 2. The person who resides in the unit, and who is the remaining head of the household of the resident family residing in the dwelling unit.
  
- L. *Waiver.* To release a right or claim.
  
- M. *Trial de Nova.* A new trial held as if there were no prior proceedings.

#### **IV. INCORPORATION IN LEASES**

This Grievance Procedure shall be incorporated by reference in all leases between residents and the Authority at all public housing developments, whether or not so specifically provided in such leases.

#### **V. INFORMAL SETTLEMENT OF GRIEVANCES**

The purpose of this informal settlement of grievance is to allow the Resident and management to informally discuss an issue without the need for third parties, including witnesses or representatives, to be involved. At any time that a third party, including a witness or representative becomes or should become involved in the process, the informal settlement conference shall be discontinued. The process becomes a "hearing" and the procedures found in Section VI hereof shall apply. The Authority shall notify the Tenant of the date and time that the hearing will take place.

- A. *Initial Presentation.* Any grievance must be personally presented, in writing, to the Management Office, within five (5) business days after the occurrence of the event giving rise to the grievance.

- B. ***Informal Settlement Conference.*** If the grievance is not determined by the Authority to fall within one of the exclusions mentioned in Section II above, then the Authority will, within ten (10) business days after the initial presentation of the grievance, informally discuss the grievance with the complainant or his representatives in an attempt to settle the grievance without the necessity of a formal hearing.

The complainant will be promptly notified in writing of the time and place for the informal settlement conference.

- C. ***Written Summary.*** Within ten (10) business days after the informal settlement conference, a summary of the informal discussion shall be prepared by the Authority 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 resident file.

## VI. FORMAL GRIEVANCE HEARING

- 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 the management office of the Authority, no later than five (5) business days after the complainant receives the summary of discussion delivered as required under Section V above.

The written request for a formal hearing must specify:

1. The reasons for the grievance;
2. The action or relief sought by the complainant;
3. If the complainant has failed to attend an Informal Settlement Conference in accordance with Section V of this procedure, and can show good cause, a request that the hearing officer waive this requirement;
4. If the complainant so desires, a statement setting forth several dates and times which the complainant will be available for a hearing within the next ten (10) business days.

B. ***Failure to Request a Hearing.*** If the complainant does not request a hearing within five (5) business days following the date of the Summary of Discussion:

1. The Authority's disposition of the grievance under Section V as stated in the Summary of Discussion becomes final and effective at the close of business on the sixth (6) business day following the date of the Summary of Discussion.
2. The failure to request a hearing does not waive the complainant's right to contest the Authority's decision in an appropriate judicial proceeding.

## VII. GRIEVANCE INVOLVING AMOUNT OF RENT — ESCROW ACCOUNT

Before a hearing can be scheduled for a grievance involving the amount of rent as defined in the Lease, the complainant must:

- A. Pay the Authority an amount equal to the amount of rent, calculated by the Authority, which was due and payable on the first of the month preceding the month in which the grievance occurred in accordance with the terms and conditions set forth in the Residential Dwelling Lease; and
- B. Deposit all rent as it becomes due in an escrow account every month until the complaint is resolved by the decision of the hearing officer. Amounts deposited into the escrow shall not be considered as acceptance of money for rent during the period in which the grievance is pending.

If the complainant fails to comply with the provisions of this Section VII, the grievance process will be terminated. Failure to follow the provisions of Section VII, however, does not waive any of the complainant's rights to contest the Authority's disposition of the grievance in an appropriate judicial proceeding.

In extenuating circumstances the requirements described in this Section may be waived by the Authority.

If a grievance concerns the denial of a financial hardship exemption from the minimum rent requirement or the effect of welfare benefit reductions in the calculation of family income, the requirement for an escrow deposit is waived.

## VIII. SELECTION OF HEARING PANEL

All grievance hearings shall be conducted by an impartial panel appointed by the Authority after consultation with the any existing resident organization, in the manner described below.

- A. The permanent appointments of persons who shall serve as the hearing panel shall be governed by the following procedures:
  - 1. The Authority shall nominate a slate of persons to sit as the permanent hearing panel. These persons will include members of the Authority's Board of Commissioners. No persons shall be listed on the slate of members unless such person has consented to serve on the hearing panel.
  - 2. Changes to the slate of appointees shall be submitted to any existing Authority resident organizations for written comments. Written comments from the resident organization shall be considered by the Authority before appointments are finally made. Objection to the appointment of a person as a hearing panel member must be considered but is not dispositive as to the proposed appointment with respect to which objection is made.
  - 3. A list of all qualified hearing panel members will be kept at the Authority's office and be made available for public inspection during the Authority's regular business hours.
  - 4. Additional appointments shall be made in the manner set forth in this section.
  
- B. The designation of hearing officers for particular grievance hearings shall be governed by the following provisions:
  - 1. All hearings will be held before the hearing panel.
  - 2. No person shall accept an appointment, or retain an appointment, once selected as a hearing panel member, if it becomes apparent that such person is not fully capable of impartiality. Persons who are designated to serve as hearing panel members must disqualify themselves from hearing grievances that involve personal friends, relatives, persons with whom they have any business relationships 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 is reasonable under the circumstances. If a complainant fails to object to the hearing panel member 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.

## **IX. SCHEDULING OF HEARINGS**

If the complainant has met the informal hearing requirements, properly requested a Formal Hearing, and made any necessary rental payments to the Authority or to an escrow account (when applicable), then the following will take place:

- A. A hearing will be promptly scheduled by the hearing panel, not later than the tenth (10) business day after the Complainant has met the above referenced requirements.
- B. The hearing will be scheduled for a time and place reasonably convenient to both the complainant and the Authority.
- C. Written notification will be delivered to the complainant and appropriate Authority officials, by Registered or Certified mail, or hand delivered promptly with a signed receipt notice.
- D. The written notification will specify:
  - 1. Time of hearing
  - 2. Place of hearing
  - 3. Procedures governing the hearing
  - 4. That it will be held with the hearing panel
- E. Requests for postponement of the hearing must be submitted in writing to the Authority. Only one (1) postponement of the hearing will be allowed.

## **X. FAILURE TO APPEAR AT THE HEARING**

- A. If either party fails to appear at the hearing, the hearing panel will determine that the non-appearing party has waived the right to a hearing.
- B. The complainant and the Authority will both be notified in writing of this determination by the hearing officer.
- C. Failure of the complainant to appear at the hearing and a determination that he or she has waived the right to a hearing does not waive the complainant's right to argue the case in an appropriate judicial proceeding.

## XI. PROCEDURES GOVERNING HEARINGS

- A. ***Fair Hearings.*** The hearings shall be held before the hearing panel as described above in Section VIII. The complainant shall be afforded a fair hearing, which shall include:
1. The opportunity, after a request in writing, to examine before the hearing, any Authority documents, including records and regulations that are directly relevant to the hearing. The complainant shall be allowed to copy any documents at his or her own expense. Any document not made available to the complainant for examination may not be relied on by the Authority during the hearing;
  2. The right to be represented by counsel or other person chosen as his or her representative and to have this person make statements on the complainant's behalf;
  3. The right to a private hearing unless the complainant requests a public hearing;
  4. The right to present evidence and arguments in support of his or her complaint, to object to irrelevant evidence and request that such evidence be excluded, and to confront and cross-examine all witnesses on whose testimony or information the Authority or site management relies; and
  5. A decision based solely and exclusively upon the facts presented at the hearing and all applicable state and federal statutes and regulations.
- B. ***Prior Decision in Same Matter.*** The hearing panel may render a decision without holding the hearing if the hearing panel determines that the issue has been previously decided in another proceeding.
- C. ***Required Showing of Entitlement to Relief.*** At the hearing, the complainant must first show that he or she is entitled to the relief sought, and thereafter the Authority must justify the action or failure to act as cited in the complaint.
- D. ***Informality of Hearing.*** The hearing shall be conducted informally by the hearing panel and oral or documentary evidence pertinent to the facts and issues raised in the complaint may be received without regard to admissibility under the rules of evidence applicable in judicial proceedings.
- E. ***Orderly Conduct Required.*** The hearing panel shall require the Authority, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the 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 may be appropriate.

- F. ***Transcript of Hearing.*** The complainant or the Authority may arrange in advance, and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested person may purchase a copy of the transcript. If the hearing is private, the consent of the complainant is necessary for the purchase of the transcript by anyone other than the Authority or the complainant.
  
- G. ***Accommodation of Persons with Disabilities.*** The Authority will make reasonable accommodation for persons with disabilities to ensure that such persons can fully participate in the hearing process. (See Section III for definition of "reasonable accommodation.") The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the Office of Fair Housing and Equal Opportunity. Utilization of this Grievance Procedure is not a prerequisite to the pursuit of other remedies.

## **XII. DECISION OF HEARING PANEL**

- A. The hearing panel will prepare a written decision, together with a brief statement of the reasons, within ten (10) business days after the hearing. The Authority may, when requested, assist the hearing panel in the preparation of the statement.
  
- B. A copy of the decision will be sent to the complainant and the Authority at the same time. The Authority shall retain a copy of the decision in the complainant resident's file.
  
- C. A copy of the decision, with all names and identifying references deleted, will also be maintained on file by the Authority and made available for inspection by a prospective complainant, his or her representative, or the hearing panel.
  
- D. The decision of the hearing panel will be binding on the Authority which will take all actions, or refrain from any actions, necessary to carry out the decision unless the Authority's Board of Commissioners determines within a ten (10) day period, and promptly notifies the complainant of its determination, that:
  - 1. The grievance does not concern any act or failure to act on the part of the Authority involving the complainant's lease or Authority regulations that adversely affect the complainant's rights, duties, welfare, or status.
  
  - 2. The decision of the hearing panel is contrary to applicable Federal, State and/or Local law, HUD regulations or requirements of the Annual Contributions Contract between the Department of Housing and Urban Development and Clementon Housing Authority.

3. A decision by the hearing panel or the Board of Commissioners in favor of the Authority, or which denies the relief requested by the complainant in whole or in part, is final and not subject to appeal utilizing this Grievance Procedure; however, this does not waive or affect any rights the complainant may have to a trial de nova or judicial review in any judicial proceedings, which may be filed in the future.
4. Appeals to court of Common Pleas shall be subject to rules requiring payment of rent into an escrow account.

### **XIII. MISCELLANEOUS PROVISIONS**

- A. ***Headings.*** Any headings preceding the text of the paragraphs or subparagraphs are solely for reference purposes and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.
- B. ***Modifications.*** This Grievance Procedure may not be amended or modified except by approval of a majority of the Board of Commissioners of the Authority, 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 thirty (30) days advance notice to residents and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. The comments submitted shall be considered by the Authority, before final adoption of any amendments hereto.