

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)

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.

Streamlined Annual PHA Plan

for Fiscal Year: 2007 (4/1/07-3/31/08)

PHA Name:

Housing Authority of the Borough of Buena
600 Central Avenue,
Minotola, New Jersey 08341

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: Buena Housing Authority **PHA Number:** NJ202

PHA Fiscal Year Beginning: (mm/yyyy) April 1, 2007

PHA Programs Administered:

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

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: Charlotte Bartholomew Phone: 856-697-4852
 TDD: Email (if available):

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
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
903.7(k)(1)(i) Statement of Homeownership Programs
- 4. Project-Based Voucher Programs
- 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 (**Forms are found within the Template**)
- 9. Other:**
 - Attachment A: Executive Summary (**nj202a01**)
 - Attachment B: Five Year Plan – Progress Report (**nj202b01**)
 - Attachment C: Summary of Policy Changes (**nj202c01**)
 - Attachment D: RAB Recommendations/PHA Response (**nj202d01**)
 - Attachment E: Consistency with Consolidated Plan (**nj202e01**)
 - Attachment F: PHA Amendments/Clarification to Goals (**nj202f01**)
 - Attachment G: Membership of Resident Advisory Board (**nj202g01**)
 - Attachment H: Violence Against Women Act Policy (**nj202h01**)
 - Attachment I: VAWA Lease Agreement Change (**nj202i01**)
 - Attachment J: Revised Admissions & Occupancy Policy (**nj202j01**)

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.

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

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

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? **1**

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):

HOPE VI Revitalization Grant Status	
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: N/A

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) **ATLANTIC COUNTY**

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)

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

- The Authority seeks to maintain public housing vacancies at Zero
- The Authority seeks to renovate/modernize its public housing stock where needed
- Where funding permits, the Authority sees to attract supportive services to increase or maintain tenant self-sufficiency.

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.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
X	<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
	<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: 2006 Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: 2006 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
X	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
N/A Police Dept Near Site	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
N/A	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
N/A (1 Site)	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
N/A	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 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

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
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 Maintenance and Community Service & Self-Sufficiency
N/A	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
N/A	Any policies governing any Section 8 special housing types <input type="checkbox"/> Check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
N/A	Public housing grievance procedures <input type="checkbox"/> Check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
N/A	Section 8 informal review and hearing procedures. <input type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
X	The 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
N/A	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
N/A	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
N/A	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
X	Public Housing Community Service Policy/Programs <input checked="" 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
N/A	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
N/A	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). <input type="checkbox"/> Check here if included in the public housing A & O Policy. (Provided)	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

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
N/A	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)
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: Buena Housing Authority			Grant Type and Number Capital Fund Program Grant No: NJ39P20250107 Replacement Housing Factor Grant No:		Federal FY of Grant: 2007
<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	\$69,579.00			
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
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 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	\$69,579.00			
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				

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: Buena Housing Authority			Grant Type and Number Capital Fund Program Grant No: NJ39P20250107 Replacement Housing Factor Grant No:		Federal FY of Grant: 2007
<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
	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: Buena Housing Authority			Grant Type and Number Capital Fund Program Grant No: NJ39P20250107 Replacement Housing Factor Grant No:			Federal FY of Grant: 2007		
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	
H.A. Wide	Operations	1406						
	Administration							
	Management Improvement							
	Physical Improvements							
	Utilities							
	Total			\$69,579.00				

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan					
Part I: Summary					
PHA Name Buena Housing Authority				<input type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2	Work Statement for Year 3	Work Statement for Year 4	Work Statement for Year 5
	2007	FFY Grant: 2008 PHA FY: 2008	FFY Grant: 2009 PHA FY: 2009	FFY Grant: 2010 PHA FY: 2010	FFY Grant: 2011 PHA FY: 2011
	Annual Statement				
OPERATIONS					
(Line Item 1406)		\$69,579.00	\$69,579.00	\$69,579.00	\$69,579.00
CFP Funds Listed for 5-year planning		\$69,579.00	\$69,579.00	\$69,579.00	\$69,579.00
Replacement Housing Factor Funds					

HOUSING AUTHORITY OF THE BOROUGH OF BUENA

***ADMISSIONS AND CONTINUED
OCCUPANCY POLICY***

PART A

INTRODUCTIONS

December 11, 2006

INTRODUCTION

1. Purpose of the ACOP

The purpose of this policy is to establish procedures for the Housing Authority staff to follow in determining eligibility for admission to and continued occupancy of public housing.

2. Authority

Eligibility for admission to and occupancy of Low-Income Public Housing is governed by requirements of the Department of Housing and Urban Development, with some latitude for local policies and procedures. This Admissions and Continued Occupancy Policy (ACOP) incorporates these requirements and is binding upon applicants, residents, and the Housing Authority alike, the latter two through inclusion of the ACOP into the Dwelling Lease by reference. Notwithstanding the above, changes in applicable Federal law or regulations shall supersede this Policy at any point in which, they are in conflict.

3. Objectives

The objectives of this policy are to:

- a. Promote the overall goal of drug-free, healthy, safe, affordable, decent, and sanitary housing in good neighborhoods by:
 - (i) Ensuring a social and economic mix of low-income residents within each public housing neighborhood in order to foster social stability and upward mobility;
 - (ii) Ensuring the fiscal stability of the Housing Authority; and,
 - (iii) Lawfully denying admissions or continued occupancy to families whose presence in a public housing neighborhood is likely to adversely affect the health, safety or welfare of other residents or the physical environment of the neighborhood.
- b. Facilitate the efficient management of the Housing Authority and compliance with Federal Regulations by establishing the policy basis for management procedures, record keeping, and auditing.
- c. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964 and all other applicable Federal Laws and regulations to insure that admission to and occupancy of public housing neighborhoods is conducted without regard to race, color, creed, sex or national origin.
- d. Prescribe standards, criteria, and procedures for resident selection and annual reexamination of income and family composition.

4. Terminology

The term "he" or "his" used throughout this document is used in the generic sense to include male/female, singular/plural as appropriate. The Housing Authority is also referred to as the "Housing Authority" or the "PHA" throughout this document.

5. Privacy Policy

It is the policy of the Housing Authority (PHA) to facilitate the full exercise of rights conferred on individuals under the Privacy Act of 1974, 5 U.S.C 552A, and to insure the protection of privacy of individuals about whom the Housing Authority maintains records under its Low-Rent Housing Program.

Therefore, the PHA shall not disclose any personal information contained in such records by any means of communication to any person or to another agency unless the individual to whom such information pertains requests or consents to such disclosure or unless such disclosure is authorized under the applicable provisions of the Privacy Act. The PHA has determined that disclosure under any other circumstances would constitute an unwarranted invasion of privacy in violation of the Privacy Act and the United States Constitution. The PHA shall refuse any and all requests for any unauthorized and unlawful disclosures. It is important to note that this privacy policy is applicable to the disclosure of participant information and NOT the gathering and use of information necessary to ensure full compliance with HUD regulations governing such items including, but not limited to, the following:

- determining initial and on-going eligibility
- applicable allowances and deductions
- resident rental payments
- current and past assets
- outstanding indebtedness to government as a result of prior participation in other federally-subsidized housing programs

However, no information regarding applicant/participant households will be solicited unless directly attributed to direct or implied responsibilities of the Housing Authority.

6. Civil Rights Policy

It is the policy of the Housing Authority, also referred to as the "Housing Authority" and the "PHA", to comply fully with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974), Executive Order 11063, Section 3 of the 1968 Civil Rights Act, and with all rules and regulations. Specifically, the PHA shall not on account of race, color, sex, creed, or national origin deny any family or individuals the opportunity to apply for assistance under the Low-Rent Housing Program. Neither will the PHA discriminate because of religion, age, physical handicap, pregnancy, parenthood, nor marital or veteran status.

To further its commitment to full compliance with applicable Civil Rights Acts, the PHA will provide federal, state, and local information to applicant/participant households regarding discrimination and recourse in the event of discrimination. Such information will be made available during the Pre-Occupancy Briefing and all applicable forms and printed material will be made available to prospective resident families.

Nondiscrimination

A. Complying with Civil Rights Laws

1. Civil rights laws protect the rights of applicants and residents to equal treatment by the Housing Authority in the way it carries out its programs. It is the policy of the Housing Authority (BHA) to comply with all Civil Rights laws, including, but not limited to:
 - Title Vi of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex;
 - Title VIII of the Civil Rights Act of 1960 (as amended by the 1974 HCDA and the Fair Housing Amendments of 1988), which extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination
 - Executive Order 11063
 - Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities;
 - The Age Discrimination Act of 1975, which establishes certain rights of the elderly
 - Title II of the Americans with Disabilities Act, otherwise Section 504 and the Fair Housing Amendments govern (Title II deals with common areas and public space, not living units.)
 - Any applicable State laws or local ordinances, and
 - Any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.
2. The BHA shall not discriminate because of race, color, national origin, sex, religion, familial status, or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land that is part of a development under the PHA's jurisdiction covered by a public housing Annual Contributions Contract with HUD.
3. BHA shall not, on account of race, color, national origin, sex, religion, familial status, or disability:

- (a) Deny anyone the opportunity to apply for housing (when the waiting list is open); nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
 - (b) Provide anyone housing that is different (of lower quality) from that provided others;
 - (c) Subject anyone to segregation or disparate treatment;
 - (d) Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
 - (e) Treat anyone differently in determining eligibility or other requirements for admission;
 - (f) Deny anyone access to the same level of services; or
 - (g) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.
4. BHA shall not automatically deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her attributes and behavior.
5. BHA will correct situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of the BHA's housing program and non-housing programs, in accordance with Section 504, and the Fair Housing Amendments Act of 1998, there are requirements, optional acts and prohibitions:
- (a) BHA **must**, upon request by an applicant or resident with a disability,
 - Make structural modifications to its housing and non-housing facilities and
 - Make reasonable accommodations in its procedures or practices **unless** such structural modifications or reasonable accommodations
 - would result in an undue financial and administrative burden on the Authority, or
 - would result in a fundamental alteration in the nature of the program
 - (b) In making structural modifications to "Existing housing programs" or in carrying out "Other Alterations" for otherwise qualified persons with disabilities, BHA **may**, but is not required to:
 - Make each of its existing facilities accessible; or
 - Make structural alterations when other methods can be demonstrated to achieve the same effect;
 - Make structural alterations that require the removal of altering of a load-bearing structural member.
 - (c) Substantial Alterations pertain to BHA, these alterations shall be as defined in 24 CFR § 8.23 for work in developments with 15+ units.

6. BHA will not permit these policies to be subverted to do personal or political favors. BHA will not offer units in an order different from that prescribed by this Policy, since doing so violates the Policy, federal law, and the civil rights of the other families on the waiting list.

B. Making Programs and Facilities Accessible to People with Disabilities

1. Facilities and programs used by residents will be accessible to a person in a wheelchair. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that the BHA has such facilities) will be usable by residents with a full range of disabilities. To the extent the BHA offers such facilities, if not is already accessible, some will be made so, subject to the undue financial and administrative burden test.
2. Documents used by applicants and residents will be accessible for those with vision or hearing impairments. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Unless prohibited by local law, documents may be translated into languages other than English. *(24 CFR§ 5.505 requires that: any notice or document relative to citizen or eligible immigration status, where feasible, be provided to an applicant or tenant in a language that is understood by the individual if the individual is not proficient in English).*
3. BHA will present examples to help applicants and residents understand eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance. In writing materials for applicants and residents, BHA staff will be prepared to explain rules and benefits verbally, as often as may be needed, because some disabilities may affect an applicant's ability to read or understand.
4. When BHA has first contact with all applicants, staff will ask whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation; having materials explained orally by staff, either in person or by phone; large type materials; information on tape; having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials; permitting applicants to file applications by mail; and permitting alternative sites for application taking.
5. Some applicants will not be able to read English, so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. A PHA is not required to pay the costs associated with having a foreign language interpreter (as they are for a sign language interpreters for the hearing impaired because the Fair Housing law makes not such requirement).
6. At a minimum, the BHA will prepare information to be used by applicants and resident in plain-language accessible formats.

HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part B

DEFINITIONS OF TERMS

DEFINITIONS

1. Accessible dwelling units – when used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adopted can be approached, entered, and used by individuals with physical disabilities. A unit that is on an accessible route and is adaptable or otherwise in compliance with the standards set forth in **24 CFR§ 8.32 & § 40** [the Uniform Federal Accessibility Standards] is “accessible”. When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the unit will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.
2. Accessible Facility – means all or any portion of a facility *other than an individual dwelling unit* used by individuals with physical disabilities [**24 CFR § 8.21**]
3. Adaptability – means ability to change certain elements in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types & degrees of disability [**24 CFR§ 8.3 & 40.35**]
4. Adult: A person who is 18 years of age or older, or who has been convicted of a crime as an adult under any Federal, State or tribal law.
5. Alteration – any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance repairs, reproofing, interior decoration or changes to mechanical systems. [**24 CFR §& 8.23(b)**]
6. Applicant – a person or a family that has applied for admission to housing.
7. Assets – Assets means “cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets.” IMPORTANT: See the definition of Net Family Assets, for assets used to compute annual income. At [**24 CFR§5.603**]
8. Auxiliary Aids – means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. [**24 CFR § 8.3**]
9. Care Attendant - a person that regularly visits the unit of a PHA resident to provide supportive or medical services. Care attendants are not live-in-aides, since they have their own place of residence (and if requested by PHA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights to tenancy.

10. Child Care Expenses: [24CFR§5.603] 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 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, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The Housing Authority will not normally determine child care expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for children.
11. Co-head of household – a household where two persons are held responsible and accountable for the family, and where each co-head contributes to the rent.
12. Covered Person – For the purpose of screening and terminating tenancy for criminal activity, a tenant, any member of the tenant’s household, a guest, or another person under the tenant’s control.
13. Dependent – A member of the family household (excluding foster children) other than head, spouse, sole member, or Live in Aide, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student, and qualifies for a \$480 deduction when computing income-based rent [24CFR§ 5.063].
14. Designated Family – means the category of family to whom PHA elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act (PL 96-120).
15. Designated Housing: A project (or projects) or a portion of a project (or projects) that has been designated in accordance with 24 CFR Part 945.
16. Disabled Family – A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section). The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. [24 CFR§ 5.403].
17. 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 recognized pursuant to Federal disaster relief laws. This definition is used for eligibility determinations only. It should not be confused with the former Federal preference for involuntary displacement. [(42 USC 1437a(b)(3)].
18. Divestiture Income – Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets [24 CFR§ 5.603] in this section.

19. Drug – A controlled substance as defined in the Controlled Substances Act [24CFR§ 5.100].
20. 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. [24 CFR§5.100].
21. Elderly Family – A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. [24 CFR§ 5.403].
22. Elderly Person – A person who is at least 62 years of age. [42 USC 1437a (b)(3)].
23. Employment: Individual who is head of household or spouse and is employed. The employment income must be countable under the U.S. Department of Housing and Urban Development’s definition of annual income.
24. Enrolled in a Job Training Program: Individual who is head of household or spouse and is currently enrolled and participating in a job training program that prepares the applicant to enter or reenter the job market. Verification shall be required from the job training program
25. Extremely Low Income Family – A Family whose Annual Income is equal to or less than 30% of Area Median Income, as published by HUD.
26. Family-
 - Two or more persons (with or without) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in PHA housing; or
 - Two or more persons who are not so related, but are regularly living together, can verify shared income or resources who will live together in PHA housing.

The term “family” also includes the following defined in this Section:

- Elderly family
 - Near elderly family
 - Disabled family
 - Displaced person
 - Single person
 - Remaining member of a tenant family
 - A foster care arrangement, or a kinship care arrangement
 - Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family’s household if they are living or will live regularly with the family.
 - [24 CFR§§ 5 and 960].
 - **Live-in Aides** may also be considered part of the applicant family’s household. However, live-in aides are not family members and have no rights to tenancy or continued occupancy.
27. Guest – For the purposes of determining whether an individual’s criminal activity is the responsibility of the tenant, a guest is a person temporarily staying with the consent of a tenant or

other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of the lease apply to a guest as so defined.

28. Head of the Household - The family member (identified by the family) who is held responsible and accountable for the family.

29. Individual with Disabilities, Section 504 definition [24CFR§ 8.3].

Section 504 definitions of Individual with Disabilities and Qualified Individual with Disabilities are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar, ADA uses the term “individual with a disability”. Individual with disabilities means any person who has:

- (a) A physical, mental or emotional impairment that:
 - i. Substantially limits one or more major life activities;
 - ii. Has a record of such an impairment; or
 - iii. Is regarded as having such an impairment
- (b) For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

- (c) Definitional elements:

“physical or mental impairment” means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems; Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin,. And endocrine, **or**

Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to such disease and conditions as orthopedic, dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

“Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

“has a record of such an impairment” means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or

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

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

NOTE: A person would be covered under the first item if PHA refused to serve the person because of a perceived impairment and thus “treats” the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of PHA’s housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.

- (d) The 504 definition of disability does not include homosexuality, bi-sexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.

The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.

- 30. Live-In Aide – A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who:
 - (a) is determined by PHA to be essential to the care and well being of the person(s);
 - (b) is not obligated to support the family member; and
 - (c) would not be living in the unit except to provide the necessary supportive services [24CFR 5.403]

BHA policy on Live-In Aides stipulates that:

- (a) Before a Live-In Aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the live-in aide is qualified to provide such care;
- (b) Move-in of a Live-In Aide must not result in overcrowding of the existing unit according to the maximum-number-of-person-per-unit standard
- (c) Live-In Aide have no right to the unit as a remaining member of a resident family;
- (d) Relatives who satisfy the definitions and stipulations above may qualify as Live-In Aides, but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family.
- (e) A Live-In Aide is a single person;
- (f) A Live-In Aide will be required to meet BHA’s screening requirements with respect to past behavior especially:
 - A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors;
 - Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, and welfare of other residents or staff or cause damage to the unit or the development; and

A record of eviction from housing or termination from residential programs.

31. Low-Income Household – A family whose annual income does not exceed 80% percent of the median income for the area as determined by HUD with adjustments for smaller or larger families [42 USC 1437a(b)]
32. Medical Expense Allowance – For purposes of calculating adjusted income for elderly or disabled family only; those medical expenses, including medical insurance premiums in excess of 3% per cent of Annual Income, where these expenses are not compensated for or covered by insurance.[24CFR§5.603]. **See Appendix H for list of un-reimbursable medical expenses.**
33. Mixed Population Project – means a public housing project for elderly and disabled families. the PHA is not required to designate this type of project under the Extension Act. **(PIH Notice 97-12)**
34. Multifamily housing project – for purpose of Section 504, means a project containing five or more Dwelling units. [24CFR§8.3]
35. Military Service: Military service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and since July 29, 1945, the Commissioned Corps of the United States Public Health Service.
36. Minor: A "minor" is a person less than (18) eighteen years of age. (An unborn child may not be counted as a minor but is counted for eligibility of a single, pregnant female.) An infant is a child under the age of two. Un-emancipated minors shall not be eligible for participation in the public housing program because they cannot be legally held to a contract.
37. Mixed Population Project: A public housing project, or portion of a project, that was reserved for elderly families and disabled families at its inception (and has retained that character). If the project was not so reserved at its inception, the PHA has obtained HUD approval to give preference in tenant selection for all units in the project (or portion of a project) to elderly families and disabled families. These projects formerly were known as elderly projects. **(PIH Notice 97-12)**
38. Multifamily housing project – for purpose of Section 504, means a project containing (5) five or more Dwelling units. [24CFR§ 8.3]
39. Near-Elderly Family – means a family whose head, spouse, or sole member is a near-elderly person (at least 50, but less than 62 years of age), who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly [24CFR§5.403]
40. Near-elderly person - means a person who is at least 50 years of age but below 62, who may be a person with a disability [42 USC1437a(b)(3)]
41. Net Family Assets – The net cash value, after deducting reasonable costs that would be incurred in disposing of: [24CFR§5.603]

- (a) Real property (land, houses, mobile homes)
- (b) Savings: (CDs, IRA or KEOGH accounts, checking/savings accounts, precious metals)
- (c) Cash value of whole life insurance policies
- (d) Stocks and bonds (mutual funds, corporate bonds, savings bonds)
- (e) Other forms of capital investments (business equipment)

Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.

Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms [24CFR§5.603(b)(3)]

42. Other person under the tenant’s control – The person, although not staying as a guest in the unit is or was at the time of the activity in question, on the premises 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 (e.g. the Pizza Delivery person).
43. Person with disabilities [42 USC 1437a(b)(3)] means a person who –
- (a) Has a disability as defined in Section 223 of the Social Security Act (42 USC 423); or,
 - (b) Has a physical, mental or emotional impairment that:
 - Is expected to be of long continued and indefinite duration;
 - Substantially impedes his/her ability to live independently; and,
 - Is of such nature that such disability could be improved by more suitable housing conditions; or,
 - (c) Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act (42 USC 6001 (5))
44. Qualified Individual with disabilities, Section 504 – means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the PHA can demonstrate would result in a fundamental alteration in its nature.

(a) Essential eligibility requirements include:...stated eligibility requirements such as income as well as other explicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the PHA.

(b) For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be "qualified" for occupancy in a project where such supportive services are provided by the PHA as a part of the assisted program. The person may not be "qualified" for a project lacking such services [24CFR§8.3]

45. Single Person - A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.

46. Spouse- Spouse means the husband or wife of the head of the household.

47. Tenant Rent – The amount payable monthly by the Family as rent to PHA. Where all utilities (except telephone) and other essential housing services are supplied by the Authority, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the PHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance [24CFR§ 5.603]

48. Total Tenant Payment (TTP) – The TTP, or income-based rent, is calculated using the following formula:

The greatest of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), or the Welfare Rent if applicable, but never less than the Minimum Rent or greater than the Ceiling Rent, if any. If the Resident pays any of the utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. [24CFR§5.613] **See the definition of Tenant Rent.**

49. Utilities – Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility [24 CFR§ 990.102]

50. Utility Reimbursement- Funds that are reimbursed to the resident or, with the resident's permission, the utility company on the resident's behalf if the utility allowance exceeds the Total Tenant Payment. Tenants who choose to pay flat rents do not receive a utility reimbursement, since the value of the flat rent takes into account any utilities paid by the tenant.

51. Very Low-Income Family – Very low-income family means a family whose Annual Income does not exceed 50% per cent of the median Annual Income for the area, with adjustments for smaller

and larger families, as determined by the Secretary of Housing and Urban Development [42 USC 1437a(b)]

52. Violent Criminal Activity- 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.

53. The term ‘domestic violence’ includes: felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.

54. The term ‘dating violence’ means violence committed by a person: –

(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) where the existence of such a relationship shall be determined based on a consideration of the following factors;

(i) The length of the relationship

(ii) The type of relationship

(iii) The frequency of interaction between the persons involved in the relationship

55. The term “stalking means:

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and

(ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to causes substantial emotional harm to –

(i) that person;

(ii) a member of the immediate family of that person; or

(iii) the spouse or intimate partner of that person;.....”

56. Immediate Family Member means *with respect to a person* –

(A) a spouse, parent, brother, sister, or child of that person, or an individual to whom

that person stands in loco parentis; **or** any other person living in the household of that person and related to that person by blood and marriage.

57. Sexual Assault

As defined in Section 3 of the U.S. Housing Act of 1937 as amended by VAWA (42 U.S.C. 13925)

ANNUAL INCOME

1. Income

Income is defined by the Secretary of HUD at **24 CFR 5.609**, effective April 1, 1997 and amplified in this policy in those areas within the discretion of a Public Housing Authority.

2. (A) Annual Income [**24 CFR§ 5.609(a)(b)(c)**]

Annual Income means all amounts, monetary or not, which go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or are anticipated to be received from a source outside the family during the 12-month period following reexamination effective date; and, which are exclusive of income that is temporary, nonrecurring, sporadic, and exclusive of certain other types of income specified in this policy; and, amounts derived during the 12-month period from assets to which any member of the family has access.

b. Annual Income includes, but is not limited to:

- (i) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (ii) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family;
- (iii) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in (ii) above of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD;
- (iv) 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;
- (v) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see "lump sum additions" in this policy);
- (vi) Welfare assistance;
 - (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.

- (vii) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
- (viii) All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling, but see paragraph 5 in the next sub-section regarding special pay);
- (ix) Any earned income tax credit to the extent it exceeds income tax liability

b. Annual Income does not include: [24 CFR §§ 913.106 and 960.255]

- (i) Income from employment of children (including foster children) under the age of 18 years;
- (ii) Payments received for the care of foster children or foster adults;
- (iii) 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 "payments in lieu of earnings" in this policy;
- (iv) Amounts that are specifically for or in reimbursement of the cost of medical expenses, when applicable;
- (v) Income of a Live-in Aide, as defined in [24 CFR §§913.102 and 913.106]
- (vi) Amounts of educational scholarships paid directly to the student or the educational institution, and amounts paid by the Government to a veteran, for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that are available for subsistence is to be included in income;
- (vii) The special pay to a family member in the Armed Forces away from home and exposed to hostile fire;
- (viii) Temporary, nonrecurring or sporadic income (including gifts);
- (ix) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
- (x) Earnings in excess of \$480 for each full-time student 18 years old or older, excluding the head of household and spouse;
- (xi) Adoption assistance payments in excess of \$480 per adopted child;

- (xii) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
- (xiii) 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.
- (xiv) 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.
- (xv) Certain stipends (not to exceed \$200/mo) and other income received by participants in qualified training, self-sufficiency and work incentive programs. Includes CIAP and CGP training programs. Should the stipend exceed \$200. per month, the entire amount is included as income.
- (xvi) Earned income:
 - (a) Disallowance of earned income from rent determinations applies when a family member becomes employed after being unemployed for at least one (1) year, or when income increases during the participation in any family self-sufficiency or job training program, or who is or was assisted under TANF within six (6) months and whose earned income increases. Such disallowance shall be granted to eligible families for a twelve (12) month period, contingent upon continued employment or increased income.
 - (b) Upon expiration of the 12-month period of disallowance of earned income from rent determinations, earned income shall continue to be disallowed for the next twelve (12) months at a rate not to exceed 50% of the amount of the total rent increase that would be applicable in the absence of the disallowance. Such phase-in of earned income in rent calculation is contingent upon continued employment or increased income.
- (xvii) Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. When such exclusions are mandated by Federal statute or regulation, they will become effective as prescribed by the Federal government without the necessity to amend this policy. The following is a list of types of benefits that qualify for that exclusion effective February 1998.

- (a) Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4636).
- (b) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));
- (c) Payment to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(g), 5058);
- (d) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626 (a));
- (e) Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
- (f) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
- (g) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b));
- (h) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503 2504);
- (i) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Authority or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of the Interior (25 U.S.C. 117); and
- (j) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 that are used to cover the cost of attendance at an educational institution (See 24 CFR 215.1(c)(6), 236.3(c)(6), 813.106(c)(6), and 913.106(c)(6)).

If it is not feasible to anticipate a level of income over a 12 month period, the income anticipated for a shorter period may be annualized, subject to a re-determination at the end of the shorter period.

3. Monthly Income - One-twelfth of Annual income. For purposes of determining priorities based on an applicant's rent as a percentage of monthly income. [24 CFR§913.102]
4. Adjusted Income – [24 CFR§913.102] Adjusted income means annual income less the following:
 - a. \$400 for any elderly or disabled family;
 - b. The amount by which 3% of the annual family income is exceeded by the sum of:
 - (i) Un-reimbursed medical expenses for any elderly family or disabled family;

- (ii) Un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each handicapped member of the family, to the extent necessary to enable any member of such family (including such handicapped member) to be employed.
- c. Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education;
- d. \$480 for each member of the family residing in the household (other than the head of the household or his or her spouse) who is less than 18 years of age, or is attending school or vocational training on a full-time basis, or who is 18 years of age or older and is a person with disabilities;
- e. The amount of any earned income of a member of the family who is not:
 - (i) 18 years of age or older, and
 - (ii) The head of the household (or the spouse of the head of the household).
- 5. Monthly Adjusted Income – [24CFR§913.106] One-twelfth of Adjusted Income.
- 6. Income for Rent - "Income for Rent" for the purpose of determining rents, and for statistical reporting means adjusted income; except that Annual Income is to be used in determining 10 percent of gross income.

TOTAL TENANT PAYMENT
[24CFR§913.107]

1. Determining the Total Tenant Payment is a two-step process. Total Tenant Payment for families whose initial lease is effective on or after August 1, 1982, shall be the highest of the following rounded to the nearest dollar:
 - a. 30 percent of monthly Adjusted Income; or
 - b. 10 percent of Monthly Income;
 - c. The welfare rent, if applicable.
 - d. A minimum rent amount of \$50. Note: QHWRA established certain exceptions to the minimum rent requirements relating to hardship which are discussed in the Rent Collection Policy of this ACOP.

After the highest amount has been determined above, that number is compared to the ceiling rent or flat rent of the unit size that is or will be occupied by the family, and the lower of the amount determined above or the ceiling/flat rent is the Total Tenant Payment.

2. Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges, such as maintenance charges, late charges, etc.

PREFERENCES

The Buena Housing Authority will house applicants on a first come, first server basis with a preference for Buena residents based upon time and date of application.

*An admission preference does not guarantee admission. Rather a preference established the order of placement on the Waiting List.

*Every applicant, regardless of preference must meet the BHA's Selection Criteria before being offered a Unit.

HOUSING AUTHORITY
ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part C
ADMISSIONS

ADMISSIONS

1. Non Discrimination

The Housing Authority will not, on account of race, color, creed, sex or national origin, deny or hinder any applicant family the opportunity to make application or lease a dwelling unit suitable to its needs in any of its developments. Neither will the Housing Authority discriminate because of religion, age, physical handicap, pregnancy, parenthood, or marital or veteran status.

The selection of residents for occupancy of available units will be in conformance with all HUD guidelines and regulations and applicable Fair Housing and Equal Opportunity Requirements.

2. Under the Housing Authority 's Violence Against Women Policy, the Housing Authority shall not

Deny admissions to the project to any applicant who is or has been a victim of domestic violence, dating violence, or stalking, if the applicant otherwise qualified for assistance or admissions. (Ref.: VAWA POLICY: PART II (1.1) TENANT SELECTION.

3. Income Targeting

The Housing Authority will admit for occupancy eligible families and strive for no less than 40% of available dwelling units occupied by eligible families whose incomes at the time of commencement of occupancy do not exceed 30% of the area median income.

4. Deconcentration

The Buena Housing Authority is exempt from HUD's Deconcentration requirement due to the fact that Buena Housing Authority is comprised of one complex comprised of 60 units of elderly/disabled residents.

Application Taking

The Application Process

All admissions to public housing shall be made on the basis of a personal interview where an application is completed by the applicant family and Housing Authority personnel. The Application for Admission shall constitute the basic legal record of each family applying for admission and shall support the Housing Authority's determinations of eligibility status, priority status, rent, and size of unit for which the applicant is qualified. All supplemental materials pertaining to eligibility shall be considered a part of the application record and carefully recorded. This includes verifications of income and family composition and such other data as may be required. The following conditions shall govern the taking and processing of applications:

1. Applications for the public housing program will be completed during a one on one interview between the applicant family and Housing Authority personnel and shall be maintained on the Housing Authority's computer system. Applicants shall complete and sign the application and certify, subject to civil and criminal penalties, to the accuracy of all statements made therein. The Housing Authority reserves the right to require the signature of any or all adult members of the applicant household.
2. Applicants will be required to submit verification documentation as part of the application process. Applicants will be given a list of required verifications at the time of their interview with designated PHA personnel for the purpose of determining eligibility.
3. Should applicants fail to provide required verification documentation within time frame established by the PHA, their case will be placed in an inactive status and will be required to reapply during the next enrollment period.
4. The Housing Authority reserves the right to suspend application taking when the current supply of completed full applications exceeds the number of families that could be reasonably expected to be housed within the next twelve months.
5. The Housing Authority will normally take applications from a central location which will allow for processing by staff persons knowledgeable of the rules and regulations governing resident selection and assignment, but reserves the right to establish satellite locations for application taking.
6. The Housing Authority reserves the right to establish times for taking applications, including by appointment. The Housing Authority staff may, at its discretion, provide for application interviews outside normal hours when necessary for hardship reasons.
7. Insofar as possible, application interviews shall be conducted in private.
8. Applications shall be updated as applicants report changes in income and family circumstances. All modifications to applications shall be properly documented and the transaction initialed by the staff member making the change.
9. All active applications will be purged no less than once every 12 to 18 months. Notification shall be sent to each applicant informing him/her that unless he/she confirms his/her continued interest, his/her application will be retired from the active file. Returned notification will be attached to the respective application as evidence of unsuccessful effort to locate the applicant. All applicants will

be instructed to notify the PHA whenever there is a change in family composition, income, address, and any other factors relative to their eligibility status. Applicants should notify the PHA if he/she no longer desires consideration for public housing.

10. The Housing Authority shall maintain such records as are necessary to document the disposition of all applications and to meet Department of Housing and Urban Development audit requirements.

11. Under the Housing Authority's Violence Against Women Policy, the Housing Authority shall not deny taking an application for housing based upon an applicant's claim of domestic violence, dating violence, or on the basis of being stalked.

ELIGIBILITY CRITERIA

1. The Housing Authority shall use the guidelines and procedures prescribed by HUD at the time of applicant processing to make a final determination of household eligibility.
2. All families who are admitted to Public Housing must be individually determined eligible under the terms of this Policy. In order to be determined eligible, an applicant family must meet ALL of the following requirements:
 - a. The applicant family must qualify as a family as defined in Section B.
 - b. The single person applicant must qualify as a single person as defined in Section B.
 - c. The applicant's Annual Income as defined in Section B (HUD Secretary's definition) must not exceed income limits established by the Department of Housing and Urban Development for Public Housing in the County of PHA jurisdiction.
 - d. The applicant family must conform to the Occupancy Standards contained in this Policy regarding unit size and type.
 - e. The applicant must have a satisfactory record in meeting past financial obligations, especially in payment of rent. In situations where an unsatisfactory record is obtained the PHA shall take into consideration extenuating circumstances such as illness, or other incidents beyond the control of the applicant. **[24CFR§ 960.203(1)]**
 - f. Section 214 of the Housing and Community Development Act of 1980, as amended, prohibits the Secretary of the Department of Housing and Urban Development (HUD) from making financial assistance available to persons who are other than United States Citizens, nationals, or certain categories of eligible non-citizens either applying to or residing in specified Section 214 covered programs. Section 214 programs include: Public Housing, Section 8 Rental Certificate Program and Section 8 Rental Voucher Program.
 - g. Any applicant/tenant evicted from federally assisted housing by reason of drug-related criminal activity shall not be eligible for federally assisted housing during the 3-year period beginning from the date of such eviction, unless the evicted tenant successfully completes a rehabilitation program approved by the Housing Authority, and/or if the circumstances leading to eviction no longer exists. **[24CFR§960.204(a)]**
 - h. The Housing Authority shall prohibit admission for any household member who the Housing Authority determines is illegally using a controlled substance, or determines that a household member's illegal use, or pattern of illegal use, of a controlled substance, or abuse, or pattern of abuse, of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. QWHRA further stipulates that individuals convicted of manufacturing or producing methamphetamine (speed) will be permanently denied admission to public housing and a current resident's tenancy will be immediately and permanently terminated if convicted of manufacturing or producing methamphetamine. **[24CFR§§ 960.203 and 960.204 (i)(ii)(3)]**

In determining whether to deny admission to the Housing Authority any household based on a pattern of abuse of alcohol by a household member, the Housing Authority may consider whether such a household member:

- (i) Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable);
 - (ii) Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of controlled substance or abuse of alcohol (as applicable); or
 - (iii) Is participating in a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable). **[24CFR§960.204(b)]**
- i. The Housing Authority shall prohibit admission for any applicant **[24CFR§960.204]** or member **[24CFR§ 960.204(ii)]** of the applicant's household who the Housing Authority determines is or was, during a reasonable time preceding the date when the applicant household would otherwise be selected for admission, engaged in any drug-related or violent criminal activity or other criminal activity which would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other residents or Housing Authority staff.
- j. The Housing Authority shall prohibit admission of any applicant or member of the applicant's household who has been convicted of a felony.
- k. The Housing Authority shall prohibit admission for any applicant or member of the applicant's household that the Housing Authority determines is subject to a lifetime registration requirement under a state sex offender registration program. **[24CFR§960.204(b)]**
- l. The applicant family must have no record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, or any other history which may be reasonably expected to adversely affect: **[24CFR§ 960.203(c)2]**
- (i) The health, safety, or welfare of other residents;
 - (ii) The peaceful enjoyment of the neighborhood by other residents; or
 - (iii) The physical environment and fiscal stability of the neighborhood.
- m. The applicant family must not have a record of grossly unsanitary or hazardous housekeeping. This includes the creation of a fire hazard through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In a case where a qualified agency is working with the applicant family to improve its housekeeping and the agency reports that the applicant family shows potential for improvement, decision

as to eligibility shall be reached after referral to and recommendation by the Executive Director or his/her designee. This category does not include applicant families whose housekeeping is found to be superficially unclean or lacks orderliness, where such conditions do not create a problem for the neighbors. [24CFR§ 960.203(c)(2)]

- n. The applicant family must be able to demonstrate capacity to discharge all lease obligations. This determination shall be made on a case by case basis and shall not be used to exclude a particular group by age, handicap, etc. In determining the applicant family's capacity to discharge all lease obligations the HA must consider the family's ability to secure outside assistance in meeting those obligations.
 - o. If the applicant is a former resident of public housing or Section 8 housing programs administered by an agency, the applicant family must have a satisfactory record in meeting financial and other lease obligations. A former resident who owes a move out balance to the Housing Authority will not be considered for re-admission until the account is paid in full and reasonable assurance is obtained of the applicant's ability to meet his or her rent obligations.
 - p. The applicant must not have a history of non-compliance with rental agreements including failure to comply with the terms of the rental agreements on prior residences, such as providing shelter to unauthorized persons, keeping pets or other acts in violation of rules and regulations, and painting or decorating without permission of the owner.
 - Any applicant who has been evicted from a public housing program or terminated from a Section 8 Rental Program shall not be eligible to receive any type of housing assistance for 3 years.
 - q. The applicant family must have properly completed all application requirements, including verifications. Misrepresentation of income, family composition or any other information affecting eligibility, rent, unit size, neighborhood assignment, etc. will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the family may be subsequently evicted, even if the family meets current eligibility criteria at that time.
 - r. Other factors affecting a final determination of eligibility include:
 - (i) Household has no outstanding indebtedness to the PHA or any other federal housing program;
 - (ii) Family will occupy unit as their sole place of residence.
3. Substance abuse as described in this policy and drug-related criminal activity as described in this policy shall include, but not be limited to, the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802), and Section 428 of the FY 1999 HUD Appropriations Act).
4. Sources of information for eligibility determination may include, but are not limited to, the applicant (by means of interviews or home visits), landlords, employers, family social workers,

parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances. Information relative to the acceptance or rejection of an applicant shall be documented in accordance with Part C; Verification, and placed in the applicant's file. Such documentation may include reports of interviews, letters or written summaries of telephone conversations with reliable sources. At a minimum, such reports shall indicate the date, the source of information, including the name and title of the individual contacted, and a summary of the information received.

5. In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct or to factors that might indicate a reasonable probability of favorable future conduct or financial prospects. For example:
 - a. Evidence of rehabilitation.
 - b. Evidence of the applicant family's participation or willingness to participate in social services or other appropriate counseling service programs and the availability of such programs.
 - c. Evidence of the applicant family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.
 - d. In the case of applicants whose capacity for independent living and discharge of lease obligations is in question, the resources actually available in support of the family, such as visiting nurses, homemakers or Live-In caretakers.
6. An otherwise ineligible handicapped applicant shall be eligible for admission if the problem resulting in the ineligibility can be addressed through reasonable accommodations.
7. Tenancy at properties for elderly and/or handicapped persons will be based upon the applicant's ability to live independently or to live independently with limited supportive services.
8. The Housing Authority will not unnecessarily segregate individuals with handicaps to particular areas or developments. The Housing Authority will provide assistance to enable all individuals with handicaps to meet legal requirements; for example, the Housing Authority could provide interpreters, Braille or taped versions of leases, recertifications and other legal documents, whatever is appropriate.
9. In the event an individual is refused housing based on one or more of the above screening criteria, he/she may request an informal hearing or appeal to the Executive Director in writing.

SCREENING

1. Under section 575 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority may require, as a condition of providing admission to the Housing Authority, that each adult member of the household provide a signed, written, authorization for the Housing Authority to obtain records regarding such member of the household from the National Crime Information Center, police department, and other law enforcement agencies.
2. Under section 578 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority may require, as a condition of providing admission to the Housing Authority, that each adult member of the household provide a signed, written, authorization for the Housing Authority to obtain records from state and local agencies to determine whether an applicant is subject to a lifetime registration requirement under a state sex offender registration program.

Before an adverse action is taken with respect to an applicant for occupancy on the basis that an individual is subject to a lifetime registration requirement under a state sex offender registration program, the Housing Authority shall provide the applicant with a copy of the registration information and an opportunity to dispute the accuracy and relevance of that information. **[24CFR§960.204(b)]**

3. Under section 575 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority, notwithstanding any other provision of law other than the Public Health Service Act (42 USC 201 et seq), may require each person who applies for admission to the Housing Authority to sign a one or more forms of written consent authorizing the Housing Authority to receive information from a drug abuse treatment facility that is solely related to whether the applicant is currently engaging in the illegal use of controlled substances. In a formal written consent, the Housing Authority shall request only whether the drug abuse treatment facility has reasonable cause to believe that the applicant is currently engaging in the illegal use of a controlled substance. **[24CFR§960.205]**
 - The Housing Authority shall make an inquiry to a drug treatment facility if the Housing Authority receives information from the criminal record of the applicant that indicates evidence of prior arrest or conviction or the Housing Authority receives information from the records of prior tenancy of the applicant that demonstrates that the applicant engaged in the destruction of property, engaged in violent activity against another person, or interfered with the right of peaceful enjoyment of the premises of another tenant. **[24CFR§ 960.205(a)(2)]**
4. The applicant's signed written consent shall expire automatically after the Housing Authority has made a final decision to either approve or deny the applicant's application for admittance to public housing. **[24CFR§ 960.205(2)]**
5. The term "currently engaging in the illegal use of a controlled substance" means the illegal use of a controlled substance that occurred recently enough to justify a reasonable belief that an applicant's illegal use of a controlled substance is current or that continuing illegal use of a controlled substance by the applicant is a real and ongoing problem.

6. Conditions for Denial

- a. The applicant or resident currently owes rent or other amounts to PHA or to another agency in connection with Section 8 or Public Housing Program.
- b. The applicant has committed any fraud in connection with any federal housing assistance program.
- c. The applicant has violated any Family obligation under any Section 8 Existing Program as stated on the Certificate of Family Participation or Housing Voucher.
- d. The applicant has breached an “Agreement to Repay” any monies due the Housing Authority. If the applicant owes money as a prior participant, the applicant will not be accepted, nor placed on the waiting list, until payment in full has been received.
- e. The applicant has an unacceptable Police Record wherein the applicant or any member of the household who has attained the age of 18 has within the past five years been convicted of a crime or has a history of criminal activity that would jeopardize the health, safety, and welfare of the community. Examples of unacceptable behavior includes, but is not limited to violent behavior, confirmed drug or alcohol addiction or abuse, grossly unsanitary or hazardous housekeeping, history of disturbance of neighbors, destruction of property, or other disruptive or dangerous behavior of any family member regardless of age
- f. INS Denial

Assistance to applicant shall be denied in accordance with the procedures for any of the following events:

- (i) Evidence of citizenship (i.e. the Declaration) and eligible immigration status is not submitted by the date specified or by the expiration of any extension granted; or,
- (ii) Evidence of citizenship and eligible immigration status is submitted on a timely basis, but INS primary and secondary verification does not verify eligible immigration status of all family members; and,
 - (a) The family does not pursue INS appeal or Housing Authority informal hearing rights; or,
 - (b) INS appeal and Housing Authority informal hearing rights are pursued, but the final appeal or hearing decisions are decided against the family member.

RECORDS MANAGEMENT AND CONFIDENTIALITY

1. Records Management

- a. All records obtained for the purpose of applicant screening shall be maintained confidentially and in accordance with section 543 of the Public Health Service Act (12 USC 290dd-2) to ensure that the records are not misused or improperly disseminated and are properly destroyed.
- b. All records obtained for the purpose of applicant screening shall be:
 - (i) Maintained in the applicant file in a locked file cabinet.
 - (ii) Destroyed no less than five (5) business days after the date on which the Housing Authority gives final approval for an application for admission.
 - (iii) Destroyed in a timely manner if the Housing Authority denies the application and the date on which the statute of limitations for the commencement of a civil action from the applicant based upon that denial of admission has expired.

2. Confidentiality

The Housing Authority receiving information for the purpose of applicant screening shall not be disclosed to any person who is not an officer, employee, or authorized representative of the Housing Authority and who has a job-related need to have access to the information in connection with admission of applicants, eviction of tenants, or termination of assistance. For judicial eviction proceedings, disclosures may be made to the extent necessary.

Any officer, employee, or authorized representative of the Housing Authority who knowingly and willfully requests or obtains any information concerning an applicant for, or tenant of the Housing Authority, under false pretenses, or any officer, employee, or authorized representative of the Housing Authority who knowingly and willfully discloses any such information in any manner to any individual not entitled under any law to receive it, shall be guilty of a misdemeanor and such to the fines of the state.

Any applicant or resident of the Housing Authority affected by negligent or knowing disclosure of information referred to in this subsection about such person by an officer, employee or authorized representative of the Housing Authority, which disclosure is authorized by this subsection, or any other negligent or knowing action that is inconsistent with this subsection, may bring a civil action for damages and such other relief as may be appropriate against the Housing Authority. The district court of the United States in the district in which the affected applicant or resident resides, in which such unauthorized action occurred, or in which the officer, employee, or representative alleged to be responsible for any such unauthorized action resides, shall have jurisdiction in such matters.

3. Any records and/or certifications obtained by the Authority regarding or related to the Authority's Violence Against Women Policy shall be kept confidential and managed according to the Policy: PART VI: CONFIDENTIALITY: Section (1.1) "Information Obtained through Certification."

VERIFICATION OF INCOME AND CIRCUMSTANCES

No applicant family shall be admitted to public housing without thorough verification of income, family composition and all other factors pertaining to the applicant's eligibility, rent, unit size and type, priority rating, etc. The same types of verifications are required to process any interim or annual reexamination for public housing residents. Complete and accurate verification documentation shall be maintained for each applicant and resident. Such documentation may include, but is not limited to, the following:

1. Use of electronic system such as: Tenant Assessment Sub-System (TASS)
2. State Wage Information Collection Agencies (SWICA); Credit Bureau Association (CBA) – credit reports; Landlord Protect or other such agencies; The Work Number and the IRS.
3. Letters or other statements from employers and other pertinent sources giving authoritative information concerning all items and amounts of income and deductions, together with other eligibility and preference determinations;
4. Third party verification forms supplied by the PHA and returned properly completed by employers, public welfare agencies, etc.;
5. Originals, photocopies, or carbon copies of documents in the applicant's possession which substantiate his statements, or a brief summary of the pertinent contents of such documents signed and dated by the staff member who viewed them. Such documents must be within 60 days current. No determinations will be made based upon information/documents more than two (2) months old;
6. Statements from self-employed persons, and from persons whose earnings are irregular, such as salesmen, etc., sworn to before a Notary, setting forth gross receipts, itemized expenses and net income (expenses incurred for business expansion or amortization of capital indebtedness are to be included in net income);
7. Memoranda of verification data obtained by personal interview, home visit, telephone, or other means, with source, date received, name and title of person receiving the information clearly indicated, and a summary of information received;
8. Certified birth certificates, or other substantial proof of age, to support claims to the various entitlements in these policies for each member of the household;
9. Proof of disability, or of physical impairment, if necessary to determine the applicant's eligibility as a family or entitlement to consideration under the criteria established in these policies, provided in written form by the appropriate government agency;
10. Statements from landlords, family social workers, parole officers, court records, drug treatment centers, clinics, physicians, State of Georgia Department of Law Enforcement, county sheriff's department or police departments, where warranted in individual cases;
11. Receipts for utility services;
12. For households reporting “zero” income, HA will require statements and verification from parties who are identified as providing non-cash contributions such as groceries and clothing;

13. When verification cannot be accomplished by either form of third party verification or review of documents, the applicant/resident will be required to submit a notarized statement.

- Where a notarized statement has been accepted for income determination purposes, the family will be appraised of requirement to undergo a re-exam every 12 months (at the PHA discretion).

14. Verification of Citizenship/Eligible Immigrant Status [24CFR§ 5.508]

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by federal regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending.

- a. Citizens or Nationals of the United States. A signed declaration of U.S. citizenship under penalty of perjury.
- b. Eligible Immigrants who were Participants and 62 years of age or over on June 19, 1995. A signed declaration of eligible immigration status and provide proof of age.
- c. Noncitizens with eligible immigration status. A signed declaration of status and verification consent form and original immigration documents which are copied front and back and returned to the family. The PHA will verify the status through the INS SAVE system. If this primary verification fails to verify status, the PHA will request within ten (10) days that the INS conduct a manual search.
- d. Ineligible family members who do not claim to be citizens or eligible immigrant must be listed on a statement of ineligible family members signed by the head of household or spouse.
- e. Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide. If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as the final verification other factors of eligibility. For participants, it is done at the first regular recertification after June 19, 1995. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated.

Extensions of Time to Provide Documents. Extensions must be given for persons who declare their eligible immigration status but need time to obtain the required documents. The length of the

extension shall be based on individual circumstances. HA will allow up to sixty (60) days to provide the document or receipt issued by the INS for issuance of replacement documents.

Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)
- Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

15. The Housing Authority shall require the family head and other such family members as it designates to execute a HUD-approved release and consent authorizing any depository or private source of income, or any Federal, state, or local agency to furnish or release to the PHA and to HUD such information as PHA or HUD determines to be necessary. Because eligibility for Federal Housing Assistance is not based on a "declaration system" but upon verification of actual income and family circumstances, the Housing Authority is not limited to verification of data supplied by applicants or residents. Failure of an applicant to cooperate with the Housing Authority in obtaining verifications will result in the application being declared incomplete and inactive. A tenant who fails to cooperate or to release information may be evicted. In addition, interim rent reductions will not be made for residents until after receipt of all required verifications. In consideration of the privacy rights of residents and applicants, the Housing Authority shall restrict its requests to those matters of income, family composition and other family circumstance which are related to eligibility, rent, unit size and type, admission priority rating, or other lawful determinations made by the Housing Authority. If the verified data as listed in this policy are not more than two months old at the time an applicant is selected for admission, and the applicant certifies by written statement that no change has occurred in his status, the data will be considered as reflecting the applicant family's status at the time of admission. If data are more than two months old, all factors are to be re-verified and findings recorded. As part of the application record of each applicant determined to be eligible for admission, the admitting officer or his supervisor shall certify that an investigation has been made of such family and that on the basis of this investigation, it has been determined that the applicant and his family meet all the conditions governing eligibility.

16. Special verification requirements for phase-in rents

All residents who desire to claim an earned income exclusion under the phase-in rent policy, must report the new earned income or increased income within ten (10) days after they begin. Failure to accurately and promptly report changes in employment or increased income (or other changes in

income or family circumstances affecting eligibility for the same) will result in denial or loss of the earned income exclusions. If such failure results in the resident paying lower rent than he/she

would have otherwise been required to pay, the resident is subject to the same penalties for any other failure to report income, including retroactive rent.

Residents who qualify under the phase-in rent program must report all changes in income within ten (10) days after they occur.

In addition to such other verification as the Housing Authority shall require any resident or applicant claiming an earned-income exclusion to supply documentation in a form prescribed by the Housing Authority from employers and social services agencies, as applicable.

Earned Income Exclusion.

No resident or applicant is automatically entitled to an earned income exclusion. Determination of the eligibility for the earned income exclusion is the sole responsibility of the Housing Authority. Notwithstanding the above, it is the responsibility of the resident/applicant to supply the complete and accurate information which the Housing Authority requires to make an eligibility determination.

In the event that the Housing Authority determines that the information supplied by the resident and/or training agency is not adequate to determine eligibility, the Housing Authority may require additional information beyond that originally submitted. No exclusions will be granted until all required information is obtained and verified.

An adverse decision on the eligibility of an existing resident for an earned income exclusion may be appealed through the resident grievance procedure (subject to limitations of that procedure, especially as they pertain to the inapplicability of the procedure to policy issues), but the Housing Authority shall not be liable for any retroactive payments due to reversal of an initial determination.

Rent Reduction.

As with other interim rent changes, any reduction in rents which result from the application of this policy shall be effective on the first day of the month following that month in which the eligibility for the deduction is determined. The Housing Authority shall not be liable for retroactive reductions if the resident fails to report the change within the required time period.

Rent increases resulting from expiration of the phase-in disallowance period provided under the earned income exclusion, are effective on the first day of the following month. All other rent increases resulting from the application of this policy, are implemented in the same manner as other increases resulting from changes in income or benefits. If the resident complies in an accurate and timely manner with all reporting requirements, (including requirements to report any changes in training or employment status which affect eligibility for exclusions) any increase in rent will be effective on the first day of the second month after the income changes are reported. Failure to meet reporting requirements will result in rent increase retroactive to the date the change actually took place.

15. **Summary of Verified Data:** A summary of verified information shall be prepared upon receipt of all required verification documentation and shall include the following determinations:

- a. Eligibility -- the applicant meets the definition of Family as defined in this policy and income is within the appropriate income limits for admission.
- b. Preferences
- c. Date and time of completed application
- d. Size of unit needed by family
- e. Income Exclusions and Rent to be paid

DETERMINATION AND NOTIFICATION OF ELIGIBILITY

1. As soon as possible after receipt of an application, the Housing Authority will determine the applicant family's eligibility for public housing in accordance with the provisions of this policy, and will determine whether a preference exists. In the event an applicant family is determined to be eligible, the family shall be placed on the waiting list, and informed of the time estimated before an offer of a dwelling unit will be made. If this period is estimated to be longer than one year, the applicant family shall be informed of this fact.
2. Apparently eligible applicant families will be notified that its eligibility determination is tentative in nature, being largely based on declarations made by the applicant family, and is subject to further reviews prior to admission.
3. In the event an applicant family is determined to be ineligible, it shall also be informed in writing of the basis for this determination. An applicant family does not have the right to use the Tenant Grievance Procedure, but will be given, upon request, the opportunity for an informal hearing to present such facts as it wishes. The applicant family will be advised that should an informal review be desired, a written request to this effect must be received by PHA within 5 working days of the date of the notification of ineligibility (at the discretion of the PHA).
4. Thorough investigation of each application will be conducted during the Tenant Interview. Eligibility will be verified by the PHA staff within the provisions of this policy. The Tenant Interview will be conducted at the time that the application is submitted for review.
5. Applicants denied a preference shall be notified in writing about the denial. The notice shall contain a brief statement of the reason(s) for the determination and state that the applicant has a right to meet with a representative of the Housing Authority to review the determination.
6. In all cases, the Housing Authority reserves the right to withdraw any determination of eligibility, tentative or otherwise, when additional information indicates that the prior determination was inappropriate.
7. Informal Review
 - a. If a request for a review is received within the specified five (5) day period, PHA will notify the applicant, in writing, of the scheduled time and date of review.
 - b. The PHA will appoint a Review Officer to conduct the informal review. The Review Officer shall be a Housing Authority employee or other designated individual who did not participate in the original determination of denial. The Review Officer shall not be a subordinate of the party who made the original decision to deny.
 - c. The applicant will be apprised that they may be represented by legal counsel or other representative at his/her own expense.
 - d. The PHA will present factual or other basis for its decision. The applicant may also present his/her position. Subject to the direction of the Review Officer, the applicant and the Housing Authority may offer and examine evidence and question any witnesses.

- e. The Review Officer will issue a written decision, stating the facts and/or other basis for the decision. The decision or any other issue of fact will be based solely upon evidence presented at the hearing. A copy of the decision will be furnished to the applicant.
- f. The PHA will not be bound by a decision of the Review Officer where it is determined that the Officer exceeded his/her authority or has made a determination which is inconsistent with HUD regulations, federal statute, or state or local law that imposes obligations on applicants or residents.
- g. The record of such review/determination will be maintained by the Housing Authority's Application Office.

OCCUPANCY STANDARDS

The Buena Housing Authority is a single complex comprised of 60 one-bedroom Units. Units will be leased in accordance with the occupancy standards set forth below. This shall be with the understanding that the family is subject to later transfer to a unit of the proper size.

1. The following system will be used as a guide to determine proper bedroom size for each applicant and resident:
 - a. The head of each household (as a single person) is assigned to one bedroom.
 - b. The head of each household and his/her spouse are assigned to one bedroom.
 - c. Children will be required to share a bedroom with a parent of the same sex.
 - d. A live-in care attendant who is not a member of the family will not be required to share a bedroom with another member of the household.

2. Units shall be assigned so as not to require the use of the living room for sleeping purposes with the exception of a live-in aide.

3. The following standards regarding the minimum and maximum number of persons who will occupy a unit will be applied within the restraints of financial solvency and program stability. The PHA will also assign units based on the type of unit needed by the individual applicant or applicant family. This refers primarily when it is found that the size of the dwelling is no longer suitable for the family in accordance with these standards, the family will be required to move.

Number of Bedrooms

1

Number of Persons

<u>Min</u>	<u>Max</u>
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1	2
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APPLICANT SELECTION AND ASSIGNMENT PLAN

1. Applicant Ranking

Applications will be filed and selected by preference; and by date and time of application.

2. Preferences

2.1 The Housing Authority will consider families residing in Buena Borough (i.e. Landisville and Minotola), NJ as having “first” (1st) preference, by date and time of application.

2.2 The Housing Authority will consider families residing in Buena Vista Township towns as designated by the Buena Vista Township tax map as having a second (2nd) preference, by date and time.

The Housing Authority will consider all other families by date and time, only.

3. Waiting List

a. Housing Authority-Wide Waiting List

The Housing Authority-wide waiting list will be ordered as follows:

- (i) By unit type (regular, elderly, special handicapped- all units being one-bedroom
- (ii) Within the priorities above, by date and time of application.

4. Updating of the Waiting List

The Housing Authority shall update the waiting list annually in order to maintain the most current information. Applicants will be requested to provide the Housing Authority with updated information through writing. Applicants who do not respond to the request to update shall be removed from the waiting list. If the applicant’s failure to respond was due to the applicant’s disability, the Housing Authority shall provide reasonable accommodations to give the applicant an opportunity to respond.

5. Applicant Selection and Assignment

The PHA will select applicants for participation without discrimination based on race, color, sex, creed, or national origin nor deny any family or individuals the opportunity to apply for assistance under the Low-Rent Housing Program. Neither will the PHA discriminate because of religion, age, physical handicap, pregnancy, parenthood, nor marital or veteran status.

The selection of residents for occupancy of available units will be in conformance with all HUD guidelines and regulations and applicable Fair Housing and Equal Opportunity Requirements.

6. Special Use Dwelling Units

- a. When a unit that meets a specific need (e.g., a unit designed to accommodate a handicapped tenant requiring the use of a wheelchair) becomes available, that unit will be offered first to a current occupant of another unit managed by the Housing Authority having handicaps and requiring the accessibility features of the vacant unit. If no such occupant exists, the unit will be offered to the next eligible applicant on the waiting list requiring that special unit. If there are no applicants on the waiting list needing a specially designed unit, the unit will then be offered to those eligible qualified applicants in their normal sequence.

7. Dwelling Unit Offers

- The PHA will make one unit offer. If this unit is rejected, the applicant goes to the bottom of the waiting list.

When the applicant is matched to the specific unit, that dwelling unit becomes "unrentable" until the offer is made and accepted or rejected. In order to reduce vacancy loss, it is necessary that processing from this point move as quickly as possible. To that end, the following conditions shall apply to dwelling unit offers:

- a. As an applicant moves near the top of the waiting list, the Housing Authority will contact the applicant family to determine continued interest, to update the application for final processing, to alert the applicant that an offer is likely in the near future, and to inform the applicant about the requirements for move-in, such as utility deposits, security deposits, etc.
- b. Upon availability for occupancy, an applicant will be offered a unit.
- c. Upon offer of an apartment, the applicant shall have five (5) days to accept or reject the apartment. Failure to give an answer within the prescribed time period shall be counted as rejection of the offer.
- d. Upon acceptance of the offer, the applicant will then be assigned a deadline for move-in. Before the end of this period, the applicant must complete all outstanding pre-occupancy requirements, such as joint HQS unit inspection, establishment of utility services, leasing interview, and lease execution. Failure to complete move-in requirements within the assigned period will result in withdrawal of the offer and inactivation of the application.

8. Unit Refusals

- a. Applicants will be made one (1) offer of a unit . Should the family reject the offer the family will be placed at the bottom of the waiting list.
- b. Upon return to the top of the waiting list, such an applicant would be made an offer in accordance with the provisions of this Policy. If the applicant refuses the 2nd offer, the application shall again be placed at the bottom of the waiting list.

- c. Applicants not responding to an offer of housing by the PHA shall be ruled ineligible and their application will be removed to the inactive/ineligible file and so documented.
- e. An applicant will have two (2) working days to accept or reject an offer of housing after receipt of notice of unit availability. Failure to respond to a notice of unit availability will be treated as a no response.

FLAT RENTS

In accordance with QWHRA, the PHA has established the following flat rent for the authority (utilities need to be added):

Development Number/Name	1 Bedroom
Buena Housing Auth	647.00

*NOTE: This Flat Rent has been calculated after an analysis was completed upon (5) five area rental agencies with comparable amenities.

**The calculation of Flat Rent may be subject to change

LEASING OF DWELLING UNITS

1. Lease Agreement

- a. The head of the household/spouse and all adult household members age 18 years and older of each family accepted as a tenant are required to execute a lease agreement in such form as the Housing Authority shall require prior to actual admission. One copy of the lease will be given to the lessee and the original will be filed as part of the permanent records established for the family.

The head of household according to the Lease will be legally responsible for the family unit and will be held liable for the conduct of the family members and guests and for the needs of the family.

- b. Each lease shall specify the unit to be occupied, the date of admission, the size of the unit to be occupied, all family members who will live in the unit, the rent to be charged, the date rent is due and payable, other charges under the lease, and the terms of occupancy. It shall be explained in detail to the head of household or other responsible adult before execution of the lease.
- c. The lease shall be kept current at all times. If a resident family transfers to a different unit in the same or another PHA community, the existing lease will be canceled. A new lease will be executed for the unit to which the family is to move by the head of household.

If any other change in the resident's status results in the need to change or amend any provisions of the lease, or if the PHA desires to waive a provision with respect to the resident, (1) the existing lease is to be canceled and a new lease executed, or (2) an appropriate rider is to be prepared and executed and made a part of the existing lease.

- d. Certain documents are made part of the dwelling lease by reference. These include, but are not limited to, the Admissions and Continued Occupancy Policy (ACOP) and the Grievance Procedure.
- e. Cancellation of a tenant's lease is to be in accordance with provisions of the lease. Generally, the lease shall not be canceled or not renewed except for serious or repeated violations of its terms by the tenant. Written records shall be maintained containing the pertinent details of each eviction.
- f. Live-in Caretakers, as defined in Section B, will not be party to the lease nor will the Caretaker's income be taken into consideration in the calculation of resident rent. **Families requiring Live-in-Caretaker assistance must have such assistance approved by the PHA prior to the Caretaker's occupancy in the dwelling unit. In the event that the family vacates the unit, the Caretaker will be required to vacate as well. In no case will the Caretaker be considered the remaining member of the tenant family.**

2. Security Deposit

The resident shall provide the Housing Authority prior to occupancy with a security deposit as designated in the Lease Agreement. Interest shall be paid on the security deposit if held longer than 13 months as prescribed by the State of New Jersey Landlord Tenant Act.

Security deposits shall be returned to the tenant within 30 days after vacating the premises if all terms, covenants, and conditions of the lease have been fully performed; or a letter of Disposition explaining why the Housing Authority is withholding the security deposit will be sent.

ADMISSION OF ADDITIONAL MEMBERS TO A CURRENT HOUSEHOLD

1. Purpose - Population in excess of the number of persons for which a neighborhood or unit was designed is often the cause of many serious management problems including crime, vandalism, excessive maintenance costs, and low tenant satisfaction. It is with this in mind that this section of this ACOP is established.
2. Application Procedure - The resident of a household that wishes to add additional members to their household must first submit a written application, in the form prescribed by management, for approval by the Executive Director or his/her designee.
3. Eligibility Criteria:
 - a. All new member(s) must be determined eligible in accordance with Part C eligibility criteria.
 - b. The unit in which new members are requesting admission shall not be overcrowded and shall be maintained in accordance with Part C, Occupancy Standards.
4. Application Denial. The PHA may deny the application for any of the following reasons:
 - a. Applicant(s) do not meet Eligibility Criteria as outlined in Part C.
 - b. The dwelling unit is overcrowded or would exceed the Occupancy Standards as outlined in Part C.
 - c. Applicant(s) do not meet the criteria for family as established in Part B.
 - d. Applicant(s) are former members of resident family and have since become emancipated and are attempting to re-enter household for support or other reasons.
 - e. Other reasons as determined from time to time by the Executive Director.
5. House Guests. Dwelling units are adequate in size for the resident family only. **No house guest will be permitted to reside in any unit in excess of 14 calendar days per year.**

**APPROVAL PROCESS FOR RESIDENTS REQUESTING PERMISSION TO OPERATE
A BUSINESS IN THE UNIT**

Prior to making a determination the resident shall request the PHA's permission in writing and include in the request a complete outline of business activities and other data as may be requested by the PHA. When a resident desires to operate a legal profit making business from the leased unit, the PHA shall use the following factors in determining whether or not such activities are incidental to the primary use of the lease unit:

- a. Local Building health codes, requirements for license or governmental approval;
- b. Local Zoning Ordinances;
- c. The effect on PHA Insurance Coverage;
- d. Utility Consumption;
- e. Possible Damage to the leased unit;
- f. Estimated traffic and parking;
- g. Disturbance of other residents;
- h. Attraction of non-residents to the neighborhoods; and,
- i. Possible use of tenant business as a cover for drug-related activities.

SPECIAL OCCUPANCY PROVISIONS

1. Occupancy by police officers [24CFR§960.505]

The Housing Authority may allow a police officer (s) who is not otherwise eligible for residence in public housing to reside in a Housing Authority dwelling unit for the purpose of increasing security for residents of the Housing Authority.

A “police officer” means any person determined by the Housing Authority to be, during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a federal, state, or local government or by any agency thereof.

Terms and conditions of tenancy

The Housing Authority shall make known to federal, state, city and county law enforcement agencies within the Housing Authority’s jurisdiction of the Housing Authority’s policy to allow police officers to reside in a public housing dwelling unit. Police officers will be required to submit proof of family size and proof of full-time employment as a police officer. The police officer will be charged ceiling or flat rent for the unit. The police officer(s) will be required to sign a dwelling lease and will be bound by the provisions of the lease. Family composition and proof of employment will be re-examined not to exceed 12 months of occupancy of the unit. Loss of status of full-time employment as a police officer will result in an interim re-examination to determine income eligibility. If the resident does not meet income eligibility requirements following loss of full-time employment as a police officer, the resident will be issued a notice to vacate the unit.

Police officer(s) will be assigned vacant units within the developments stipulated above. If the development(s) is/are 100% occupied, and a police officer has completed the required paperwork for occupancy of a dwelling unit, the next available dwelling unit in the target developments will be offered to the police officer. Current residents will not be required to vacate units for occupancy by police officers unless the resident agrees to move and there is a comparable unit available for the family. In such a case, the Housing Authority will pay moving expenses for the family.

HOUSING AUTHORITY
ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part D
CONTINUED OCCUPANCY

ELIGIBILITY FOR CONTINUED OCCUPANCY

There is to be eligible for continued occupancy in the PHA communities only those residents:

1. Who qualify as a family as defined by federal requirements and this policy (see definition in Part B) of this Policy.
2. Who conform to the Occupancy Standard established for lower income housing. (see Part C)
3. Whose past performance in meeting financial obligations, especially rent, and other charges, is satisfactory; and
4. Whose family members have no record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, or any other history which may be reasonably expected to adversely affect:
 - a. The health, safety, or welfare of other residents
 - b. The peaceful enjoyment of the neighborhood by other residents
 - c. The physical environment and fiscal stability of the neighborhood.
5. Whose family does not have a record of grossly unsanitary or hazardous housekeeping. This includes the creation of fire hazard through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In cases where a qualified agency is working with the family to improve its housekeeping and the agency reports that the family shows potential for improvement, a decision as to the eligibility shall be reached after a referral with the Executive Director or his/her designee. This category does not include families whose housekeeping is found to be superficially unclean or lacks orderliness, where such conditions do not create a problem for the neighbors.
6. Who have not been involved in drug related or criminal activity.
7. Who have not been convicted of a crime.
8. Who are not currently engaging in the use of controlled substances and/or engaging in alcohol abuse.
9. Who is not subject to a lifetime registration requirement under the state sex offender registration program.
10. Who meet the requirements for community service or participation in self-sufficiency programs.
11. Who continues to occupy the apartment on a full time basis. Ownership or occupancy of another dwelling unit or failure to occupy the unit for a period greater than thirty days shall be grounds for termination of the lease.
12. Who are, with the aide of such assistance as is actually available to the family, physically and mentally able to care for themselves and their apartment and to discharge all lease obligations.

Remaining member(s) of a resident family may be permitted to remain in occupancy provided that the Housing Authority, in its sole judgment, determines that the remaining person(s) is (are):

- a. Otherwise eligible for Continued Occupancy, and
- b. Capable of carrying out all lease obligations, including but not limited to rent payment, care of the apartment, and proper conduct, and
- c. Willing to assume all lease obligation of the prior leaseholder, including all payments under the lease, and
- d. Legally competent to execute a lease in his (their) own name.

13. In the event of the receipt of unfavorable information, consideration will be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct or financial prospects. For example:

- a. Evidence of rehabilitation as verified by a duly qualified professional or representative of state or local government;
- b. Evidence of the family's participation in, or willingness to participate in, social services or appropriate counseling service programs and the availability of such programs;
- c. Evidence of the family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.

14. Citizenship/Eligible Immigration Status [24CFR§ 5.5]

In order to remain eligible for continued occupancy, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirements the status of each member of the family is considered individually before the family's status is defined.

- a. Mixed Families: A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.
- b. No eligible members: Families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.
- c. Non-citizen students: Defined by HUD in the non-citizen regulations and are not eligible for assistance.

INSPECTIONS AND REEXAMINATIONS

INSPECTIONS

1. Move-In Inspections

Prior to occupancy, a representative of the participant family and of the PHA maintenance staff will accomplish a physical inspection of the dwelling unit. The maintenance or management staff representative will demonstrate to the family representative the operation of the unit appliances and fixtures.

The condition of the dwelling unit will be recorded on an inspection form provided by PHA. The inspection form will be signed by the family representative and the PHA representative. Any repairs noted will be effectuated prior to occupancy if the repairs are of such a nature that occupancy of the unit either (1) cannot occur, or (2) the unit in its present condition is unacceptable to the family. If the repairs to be effectuated do not prohibit occupancy by the participant family, and is acceptable to the family in its current condition, such repairs will be completed within thirty (30) days of move-in. A copy of the completed inspection form will be provided to the participant family and a copy will be retained in the family's occupancy file.

2. Housing Quality Standards (HQS) Inspections

The Housing Authority shall maintain its public housing properties in a condition that complies with standards that meet or exceed the housing quality standards established by HUD. Such housing standards shall ensure that dwelling units are safe and habitable.

The Housing Authority shall inspect all units annually in accordance with the Secretary's requirements. The Housing Authority shall retain the results of such inspections and, upon request of the Secretary, the Inspector General for the Department of Housing and Urban Development, or any other auditor conducting an audit under section 5(h), shall make such results available.

HQS inspections shall be conducted using the PHA's forms and shall document unreported maintenance problems and verify if the unit is being kept in a decent, safe, and sanitary manner. Copies of the inspection(s) will be provided to the family, noting any deficiencies to be corrected by the family or the PHA. Where the family has been advised to take corrective action, the PHA staff will conduct a follow-up inspection within five (5) working days, if such corrective action is of a general nature.

Where the corrective action to be taken is necessary to remedy an immediate threat to health and/or safety, the re-inspection will occur within twenty-four (24) hours. Non-compliance by the family can result in termination of tenancy.

3. Move-Out Inspections

Prior to the family vacating a dwelling unit, the family will be encouraged to participate in a move-out inspection along with a member of the PHA staff. The actual move-out inspection will not be conducted until the family has vacated the unit. The condition of the dwelling unit will be recorded on the inspection form utilized for the pre-occupancy inspection of the same dwelling unit, allowing for a comparison of pre- and post occupancy condition comparison. Any claim against the family for tenant caused damages will be based upon this comparison.

Following move-out by the family, renovation and/or redecoration of the dwelling unit as a result of the family's occupancy will be accomplished. Charges for items of repair, renovation, and/or redecoration of the dwelling unit made necessary by abuse, negligence, or deliberate destruction by the family will be assessed against the family's security deposit. Should the security deposit prove insufficient relative to the actual cost of such repairs, PHA management will take any and all actions at its disposal to collect the remaining balance from the family.

REEXAMINATIONS – [24CFR§960.257]

4. Purpose

Reexaminations of income and family circumstances are conducted for the following purposes:

- a. To comply with the Federal requirements relating to annual reexaminations.
- b. To determine if each family remains eligible for continued occupancy under the terms of the lease and this policy.
- c. To determine if the unit size and type is still appropriate to the family's needs and in compliance with the Occupancy Standards.
- d. To establish the Total Tenant Payment and the tenant rent to be charged to the family.

5. Annual Reexaminations

Annual reexaminations are necessary to comply with the federal requirement that each family, excluding families paying flat rent, have its eligibility reexamined at least every twelve months. **Families paying flat rents shall have its eligibility reexamined every three (3) years. [24CFR§ 960.257]**

At any time, the resident may report changes in income and family circumstances to obtain an appropriate rent adjustment. Determination of resident rent will be made based upon information collected during the verification process utilizing applicable HUD forms and all appropriate worksheets and rent formulas. Such documents must be at least 120 days current. The family will be notified in writing of any changes in resident rent 30 days prior to the effective rent change.

Failure to complete reexamination is a serious lease violation that will result in termination of tenancy. Failure to complete reexamination includes:

- a. Failure to supply or cooperate in the verification process pertaining to income, family composition and eligibility.
- b. Refusal to properly execute required documents.

6. Special Reexaminations

If at the time of admission, annual reexamination or interim reexamination, it is not possible to make an estimate of Family Income with any reasonable degree of accuracy because:

- a. Family member(s) are unemployed and there are not anticipated prospects of employment; or,
- b. The conditions of employment and/or income are so unstable as to invalidate usual and normal standards of determination; then a Special Reexamination will be scheduled on a date determined by the Housing Authority's estimate of the time required for the family's circumstances to stabilize. If at the time of the scheduled Special Reexamination, it is still not possible to make a reasonable estimate of Family Income, Special Reexaminations will continue to be scheduled until such time as a reasonable estimate of Family Income can be made and the Reexamination completed. Rent determined at special reexaminations shall be made effective the first of the month following the first determination. The Special Reexaminations are not to replace the Annual Reexamination.

7. Interim Reexaminations

Interim reexaminations are performed to allow residents to comply with the dwelling lease requirements to report changes in income and family circumstances. The following are specific changes that must be reported in writing within ten (10) days of their occurrence:

- a. All changes in family composition. Additions to the family, other than through birth of a child to a family member on the lease, must be approved by the Housing Authority in advance in accordance with Part C; Admission of Additional Members.
- b. The loss or addition of a wage earner.
- c. The loss or addition of an income source.
- d. In cases of ten (10) month employment cycles: for example, public school food service workers, custodial workers and teacher aides, no interim rent changes shall be effective during the two (2) months of non-employment. Instead, the ten (10) month income shall be considered annual income and shall be computed on a twelve (12) month basis following the normal eligible deductions for dependents, etc.
- e. All requests for an interim reexamination must be submitted and the reported change verified by the 15th of the month in order for a decrease in rent to be effective the first of the following month. Rent adjustments shall not be made for sporadic changes in income due to irregular work schedules of less than thirty (30) days in duration (e.g. sick days, temporary reduction in hours, etc.). Rent adjustments will be made accordingly:

- (i) Interim decreases in rent shall become effective the first month following that in which the tenant reported the change except that in the corrections of error. All changes must be reported and verified prior to the 15th day of the month in order for the decrease to be effective the first of the following month...
 - (ii) Interim increases in rent shall become effective the first of the second month following that in which the change occurred.
 - (iii) If it is found that the tenant has misrepresented him/herself on the facts associated with which rent is based so that rent is less than the rent that should have been charged, then the increased rent shall be retroactive to the appropriate date.
- f. The PHA reserves the right to require participating families to undergo an interim reexamination to comply with changes to HUD rules and regulations.

8. **ZERO INCOME**

Applicant or Occupant

When either an applicant or an occupant reports Zero Income, the BHA has the obligation to pursue verification of that claim and the income that reflects the family or individual's lifestyle. Verification will be accomplished by:

- (a) having the family/individual complete a BHA income "Zero Income Form"
- (b) having family members who offers assistance verify/certify to that assistance. Should the family or individual receive any financial assistance or payments, they will be considered income.
- (c) examine the family's circumstances every 60 to 90 days until the individual/family has a stable income.

9. Reexaminations Procedures

All reexaminations shall be processed under the following conditions:

- a. All data must be verified and documented as required in Part C, Verification. The Housing Authority will NOT adjust rent downward until satisfactory verification is received. Verification must be received by the 15th of the month in order for the decrease to be effective on the first of the following month.
- b. Lease terminations resulting from reexaminations shall be conducted in accordance with the terms of the lease.
- c. Families that are determined to be in an incorrect size or type such as a handicap unit will be placed on the Transfer List in accordance with the Transfer Policy within this Policy.
- d. All interim changes in tenant's rent are to be made by a standard "Notice of Rent Adjustment" which shall become a part of the lease. Changes in rent resulting from Annual Reexamination shall be incorporated into the new lease, which shall be executed by the Housing Authority and the tenant or by "Notice of Rent Adjustment".

- e. Interim decreases in rent shall be effective on the first day of the month following the month in which the change was reported in writing and verification is completed to the satisfaction of the Housing Authority, as long as the verification has been completed by the 20th of the month.
- f. Interim increases in rent are to be made effective on the first day of the month following a thirty (30) day notice period.
- g. If it is found that a tenant has misrepresented or failed to report facts upon which his rent is based so that he is paying less than he/she should be paying, the increase in rent shall be made retroactively to the date that the increase would have taken effect. The tenant may be required to pay within seven days of official notification by PHA, the difference between the rent he has paid and the amount he should have paid. In addition, the tenant may be subject to civil and criminal penalties. Any misrepresentation is a serious lease violation that may result in termination of the lease.
- h. The Executive Director of the Housing Authority, or his/her officially designated representative shall certify on every application for admission or continued occupancy that all claims have been verified and that the determination of the Housing Authority is correct.

TERMINATION OF THE DWELLING LEASE

The Housing Authority shall not terminate or refuse to renew a Lease Agreement other than for serious or repeated violation of the terms of the lease, violation of applicable federal, state, or local law, or other good cause. The Dwelling Lease shall be terminated by the Housing Authority in accordance with applicable HUD Regulations.

1. “Good cause” as used in this Section means serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or to fulfill the Resident obligations set forth in the lease.
2. The Housing Authority may terminate the lease for any occupancy violation of section 576(b) of the Quality Housing and Work Responsibility Act of 1998 (relating to the ineligibility of illegal drug users and alcohol abusers) or the furnishing of any false or misleading information pursuant to section 577 of such Act (relating to termination of tenancy and assistance for illegal drug users and alcohol abusers), or Section 428 relating to the conviction of manufacturing or producing methamphetamine (speed).
3. The Housing Authority may terminate the lease if the Housing Authority determines that the resident is illegally using a controlled substance or whose illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
4. The Housing Authority may terminate the lease for any activity by any household member, on or off the premises, that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Housing Authority.
5. The Housing Authority may terminate the lease for any violent or drug-related criminal activity on or off of the premises of the Housing Authority, or any activity resulting in a felony conviction.

The term “drug-related criminal activity”, for the purpose of this Policy, means the illegal manufacture, sale, distribution, use, or possession with intent to sell, distribute, or use of a controlled substance.

The Housing Authority reserves the right to terminate tenancy for criminal activity before or after conviction of the crime.

6. The Housing Authority may terminate the lease for failure to meet community service or participation in self-sufficiency program requirements.
7. The Housing Authority may terminate the lease for failure to pay charges, including late charges or charges for damage to Housing Authority property.
8. The Housing Authority may terminate the lease for lying about material facts in any written Housing Authority statements.
9. The Housing Authority may terminate the lease for serious or repeated damage or destruction of Housing Authority property.

10. The Housing Authority may terminate the lease for making or keeping a threat to the health or safety of other residents or Housing Authority employees.
11. The Housing Authority may terminate the lease for failure to pay resident purchased utilities.
12. The Housing Authority may terminate the lease for allowing unauthorized guests to remain in the household for more than thirty (30) days per calendar year. PHA management may find that extenuating circumstances exist, however. The Housing Authority will terminate the lease of any resident whose address has been used by an individual other than a member of the household as their address (e.g., driver's license, job application, etc.).
13. In cases citing violence against women, and under the Housing Authority's Violence Against Women Policy, the Housing Authority shall NOT termination the Lease should "criminal activity directly relating to domestic violence, dating violence, or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control **shall not be cause** for termination of the tenancy or occupancy rights, *if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, or stalking. For further reference to Termination or Assistance/Eviction involving a claim of domestic violence, dating violence, or stalking see the Authority VAWA Policy PART IV: Section (1.1); (1.2); (1.3); (1.4) and (1.5).*
14. Certification of a "specific nature" shall be required to demonstrate or verify a "domestic violence, dating violence, or stalking claim. Such certification is defined in the Authority's VAWA Policy and can be found in: PART V: CERTIFICATION: Section (1.1). **Failure to provide such certification is reference is Section (1.2) of the same PART V.**
15. Procedure for termination of the Lease shall be as follows:
 - a. The Housing Authority shall give fourteen (14) days written notice of termination if said termination is caused by Resident's failure to pay rent.
 - b. The Housing Authority shall give a reasonable time period, but not to exceed thirty (30) days if the health or safety of other tenants, Housing Authority employees, or persons residing in the immediate vicinity of the premises is threatened, or in the event of any drug-related or violent criminal activity or any felony conviction, except that if the state or local law provides for a shorter period of time, such shorter period shall apply.
 - c. The Housing Authority shall give thirty (30) days written notice of termination in all other cases.
 - d. A written record of every lease termination shall be maintained by the Authority and shall contain the following information:
 - (i) Name and identification of the unit occupied.
 - (ii) Date and copy of Notice of Termination
 - (iii) Specific reason(s) for Notice to Terminate

- (iv) Date and method of notifying tenant of reasons for lease termination
- (v) Summary of any conference(s) with the tenant, including names of conference participants.

TRANSFER POLICY

Reassignment or transfers to other dwelling units shall be made without regard to race, color, or national origin.

1. Objectives of the Transfer Policy

- a. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriately unit such as a handicap unit or non-handicap unit.
- b. To facilitate human relocation when required for modernization or other management purposes.
- c. To eliminate vacancy loss and other expense due to unnecessary transfers.

2. Types of Transfer

- a. Authority Initiated - The Housing Authority may at its discretion transfer residents because of an uninhabitable unit, major repairs, or other actions initiated by management for the following reasons. A resident shall not be transferred to a unit that is not decent, safe, and sanitary or that has not met Housing Quality Standards.
 - (i) When a resident is transferred because the unit has become uninhabitable, the management of the Housing Authority shall determine the cause of the condition of the unit for the purpose of deciding whether relocation assistance may be offered to the resident and whether the transfer shall be considered permanent.
- b. Transfers for Non-handicapped families living in handicapped designated units.
 - (i) The dwelling lease states what type of unit the resident family is residing in. If the unit leased is a handicapped designated unit and the tenant family occupying the unit is not a family with disabled individuals, the tenant agrees to transfer to a non-handicapped unit if and when the unit is needed for a handicapped family.
 - (ii) The PHA may from time to time have an excess of handicapped accessible units. In an effort to get the best use of all units the PHA may from time to time rent a handicapped designated unit to a family that has no disabled members. The PHA will advise the family of the requirements to transfer if and when a handicapped designated family is determined eligible. If the family selected for the unit decides not to accept the unit because of the requirement to move at some date in the future, the refusal shall not count against the family.

- (a) Transfers into a non-handicapped designated unit will be made within the same neighborhood unless that size unit does not exist on the site.
- (b) Transfers to a non-handicapped designated unit may be made outside of the same neighborhood with tenant consent or unless no vacancies are expected within the same neighborhood within the next 30 days.
- (c) Management may, at its discretion, separate a single household into multiple households if sufficiently large units are not available or if management and the family determine this to be in the interest of both the family and the neighborhood. Based on the selection criteria for new admissions, management shall determine that each smaller family unit is eligible by HUD definition and contain a legal leaseholder capable of discharging lease obligations.
- (d) The non-handicapped family may be provided with relocation assistance such as cartage of household goods, and relocation expenses, the costs and methods of which are to be determined by management.
- (e) For the purposes of determining the priorities for transfers, this type of transfer shall be considered an Housing Authority initiated transfer.

c. Priorities for Transfers

- a. Within the eligible types of transfers, transfers shall be performed according to the following priorities:
 - (i) Housing Authority initiated transfers;
 - (ii) Residents who are over-housed
 - (iii) Individuals residing in a handicapped unit who are not handicapped will be required to move to a non-handicapped unit if requested by the Authority to do so.

4. Transfer Procedures

- a. The Executive Director or designated staff shall:
 - (i) Prepare and prioritize a transfer list.
 - (ii) Notify residents by letter of their pending transfers or approval of transfer request.
 - (iii) Maintain transfer logs and records for audit.
 - (iv) Notify residents with pending transfers as their name approaches the top of the list.
 - (v) Issue notice to transfer as soon as vacant apartment is available for occupancy. This notice will give the resident fifteen (15) working days to complete transfer.

- (vi) Participate in planning and implementation of special transfer systems for modernization and other similar programs.
- (vii) Inspect both apartments involved in the transfer, charging for any resident abuse.
- (viii) Family pays all outstanding charges due the PHA. The resident's security deposit may be transferred to the new dwelling unit provided the PHA does not claim all or any part of the security deposit.

The resident shall pay all or any part of the security deposit required for the new dwelling unit, to either replace or supplement the security deposit from the original dwelling unit, or any balance remaining after any claims are made by the PHA.

- (ix) Family signs new lease.
- b. Any resident aggrieved by any action or inaction of the PHA relative to his/her transfer request may file a request for a hearing in accordance with the grievance procedure.

5. Right of Management to Make Exceptions

This Policy is to be used as a guide to insure fair and impartial means of assigning units for transfer. It is not intended that this policy shall create a property right or any other type of right for a resident to transfer or refuse transfer. Management reserves the right to make exceptions to this policy as circumstances require, consistent with applicable regulations of the Department of Housing and Urban Development. Transfer disputes are subject to the grievance procedure.

ABANDONMENT OF A UNIT

The PHA may take possession of the dwelling after a resident has moved out.

In the absence of actual knowledge of abandonment, it shall be presumed that the resident has abandoned the dwelling if the resident is absent from the dwelling for a period of fifteen (15) days, and the resident has not notified the PHA in writing in advance of an intended absence, or otherwise as provided in this Agreement. The following criteria will be used in determining if the unit has been abandoned:

- a. Some or all of utilities have been turned off;
- b. A dramatic reduction in utility/electric bills;
- c. Repeated inability to contact the resident;
- d. Incarceration or sentencing of the head of household for more than 30 days;
- e. No personal possessions remaining in the apartment.

The Housing Authority will post a ten (10) day notice at the abandoned unit. The ten (10) day notice shall inform the participant family of the Housing Authority's intention to terminate the lease and related actions. If the participant family does not respond to the notice within five days, the family's lease will be terminated and the Housing Authority will enter the unit to remove any remaining personal possessions. PHA may remove and dispose of any personal property, left in the resident's dwelling or elsewhere on the PHA's property. Reasonable cost of any storage, removal and/or disposal shall be charged to the resident or assessed against resident's security deposit, unless in PHA's sole discretion, it is determined that documentable conditions existed which prevented the resident from occupying the dwelling.

COMMUNITY SERVICE AND FAMILY SELF-SUFFICIENCY

[24CFR§960.600]

1. Policy Statement

It is the policy of the Housing Authority to enhance and promote economic and social self-sufficiency. As such, the Housing Authority shall provide the following for the enhancement of the economic and social self-sufficiency of assisted families:

- Income mix (the PHA may establish and utilize income-mix criteria for the selection of residents.)
- Targeting (mandatory): Not less than 40% of dwelling units owned by the Housing Authority shall be occupied by families whose incomes at the time of commencement of occupancy do not exceed 30% of the area median income.
- Cooperation Agreements for Economic Self-Sufficiency (mandatory): The Housing Authority shall enter into cooperation agreements with state, local, and other agencies providing assistance to covered families under welfare or public assistance programs. The cooperation agreements shall facilitate the administration of this policy and the sharing of information regarding rents, income, assistance, or other information that may assist the Housing Authority or welfare or public assistance agency to carry out its functions. The Housing Authority shall also seek to include in cooperation agreements with welfare or public assistance agencies provisions to provide for economic self-sufficiency services within the properties owned by the Housing Authority, provide for services designed to meet the unique employment-related needs of residents, and provide for placement of work fare positions on-site.

2. Definition of “economic self-sufficiency program”: Any program designed to encourage, assist, train, or facilitate the economic independence of participants and their families or to provide work for participants, including programs for job training, employment counseling, work placement, basic skills training, education, work fare, financial or household management, apprenticeship, or other activities as the Secretary may provide.

3. Community Service and Family Self-Sufficiency Requirement [24CFR§960.601]

As a condition of continued occupancy, excluding residents under paragraph 4: Exemption below, each adult resident of the Housing Authority shall:

- a. Contribute eight (8) hours per month of community service (not including political activities) within the community in which that adult resides; or,
- b. Participate in an economic self-sufficiency program for eight (8) hours per month.

4. Exemptions [24CFR§960.601]

Exemptions to paragraph 3 above shall be made for any individual who:

- a. Is 62 years of age or older;
- b. Is a blind or disabled individual defined under section 216(i)(1) or 1614 of the Social Security Act (42 USC 416(i)(1); 1382c) and who is unable to comply with this section, or is a primary caretaker of such individual;
- c. Is engaged in a work activity (as such term is defined in section 407(d) of the Social Security Act (42 USC 607(d), as in effect on and after July 1, 1997)
- d. Meets the requirements for being exempted from having to engage in a work activity under the state program funded under part A of title IV of the Social Security Act (42 USC 601 et seq) or under any other welfare program of the state in which the public housing agency is located, including a state-administered welfare-to-work program; or,
- e. Is in a family receiving assistance under a state program funded under part A of title IV of the Social Security Act (42 USC 601 et seq) or under any other welfare program of the state in which public housing agency is located, including a state administered welfare-to-work program, and has not been found by the state or other administering entity to be in noncompliance with such program.

5. Annual Determinations

For each public housing resident, the Housing Authority shall, thirty (30) days before the expiration of each lease term of the resident, review and determine the compliance of the resident with the requirement under paragraph 3 above. Such determinations shall be made in accordance with the principles of due process and on a nondiscriminatory basis.

6. Noncompliance

If the Housing Authority determines that the resident subject to the requirement under paragraph 3: Community Service and Family Self-Sufficiency Requirement, has not complied with the requirement, the Housing Authority shall notify the resident in writing of such noncompliance. The written notification shall state that the determination of noncompliance is subject to the administrative grievance procedure and that failure by the resident to enter into an agreement, before the expiration of the lease term, to cure any noncompliance by participating in an economic self-sufficiency program for, or contributing to community service, as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease, may be cause for lease termination.

The Housing Authority shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes an adult member subject to the requirement under paragraph 3 who has been determined to be not compliant with the requirements under paragraph 3, and has failed to attempt to cure the noncompliance.

7. Location of the community service or family self-sufficiency program

Adult residents subject to the requirement under paragraph 3 may participate in a community service or an economic self-sufficiency program at a location not owned by the Housing Authority.

The Housing Authority may provide a community service or an economic self-sufficiency program to meet the requirements of paragraph 3; however, the Housing Authority shall not substitute participation in community service or an economic self-sufficiency program for work performed by an employee of the Housing Authority or supplant a job at any location at which community work requirements are fulfilled.

8. Treatment of Income Changes Resulting from Welfare Program Requirements

This section applies to families that receive benefits for welfare or public assistance from a state or other public agency under a program for which the federal, state, or local law relating to the program requires, as a condition of eligibility for assistance under the program, participation of a member of the family in an economic self-sufficiency program.

a. Decreases in Income for Failure to Comply

For families whose welfare or public assistance benefits are reduced because of failure of any family member to comply with the conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased.

b. Fraud

For families whose welfare or public assistance benefits are reduced because of an act of fraud by member of the family under the law or program, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to fraud.

c. Reduction Based on Time Limit for Assistance

The amount required to be paid as a monthly contribution toward rent by a family whose welfare or public assistance benefits are reduced as a result of the expiration of a lifetime time limit for a family, and not as a result of failure to comply with program requirements, shall be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to expiration of a lifetime time limit

d. Notice

The Housing Authority shall obtain written notification from the relevant welfare or public assistance agency specifying that the family's benefits have been reduced and cause for reduction prior to redetermination of monthly contribution toward rent.

e. Grievance

Any family affected by sections 8.a and 8.b above shall have the right to review the determination through the Housing Authority's grievance procedure.

HOUSING AUTHORITY
ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part E

FRAUD

FRAUD

If the PHA has reason to believe that a family may have (or had before participating in the public housing programs) committed fraud, bribery, or other corrupt or criminal acts the PHA will take action to determine whether there has been program abuse. Once the PHA determines that fraud has occurred and decides to terminate the lease due to fraud, the PHA will provide the family with a 30 day Notice to Evict. The PHA may require repayment by the family. Further, the PHA shall refer all fraud cases to the Regional Inspector General for Investigation (RIGID) or to local or state prosecutors with a copy to RIGID for investigation and possible criminal prosecution.

The Housing Authority considers the misrepresentation of income and family circumstances to be a serious lease and policy violation as well as a crime and will take appropriate action if apparent fraud is discovered. Specifically:

1. An applicant family who has misrepresented income or family circumstances may be declared ineligible for housing assistance.
2. If any examination of the tenant's file discloses that the tenant made any misrepresentation (at the time of admission or any previous reexamination date) which resulted in his/her being classified as eligible when in fact he/she was ineligible, the tenant may be required to vacate the apartment even though he/she may be currently eligible.
3. A tenant family who has made misrepresentation of income or family circumstances is subject to both eviction and being declared ineligible for future housing assistance.
4. If it is found that the tenant's misrepresentations resulted in his/her paying a lower Tenant Rent than he/she should have paid, he/she will be required to pay the difference between rent owed and the amount that should have been paid. This amount shall be paid whether or not the tenant remains in occupancy, but failure to pay under terms established by the Housing Authority shall always result in immediate termination of the lease. The Housing Authority reserves the right to demand full payment within seven days.
5. The Housing Authority shall report apparent cases of tenant or applicant fraud to the appropriate government agency. It shall be the policy of the PHA to press state and Federal authorities for prosecution of cases which, in the Housing Authority's judgment, appear to constitute willful and deliberate misrepresentation.

HOUSING AUTHORITY
ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part F
RENT POLICY

RENT COLLECTION POLICY
[24CFR§5.630]

1. Minimum Rental Amount

The PHA has established a minimum Total Tenant payment of \$50 per month.

2. Rent Collection

- a. Rent is due on the first of each month and is considered late if not paid by the fifth working day of the month.
- b. A late charge of \$25 will be added to the monthly rental payment for any rent paid after the fifth working day of the month
- c. A 14 Day Notice of Termination will be served on the tenant on the sixth (6th) day of the month if rent is not paid. If the total rental payment due is not paid within fourteen (14) days, the PHA will issue an unlawful detainer and file in court for all monies due and for possession of the unit. Rent will be accepted up until the court date. Should the resident wish to settle the suit out of court, resident payment shall include all past due rent, late fees, court filing fees, and other reasonable costs associated with the filing of the eviction.
- d. If a family is served four (4) unlawful detainers within a twelve (12) month period, their lease shall be terminated for chronic rent delinquency.

3. Payments After the Delinquency Date

The family may enter into a written agreement with the PHA or court to pay back all outstanding indebtedness, including unpaid maintenance charges and retro-rent, plus incurred charges. Repayment agreements will not be entered into for delinquent rent. The option to enter into an agreement shall be solely at the discretion of the PHA. Any such agreement must provide for a quick payout of debt, not to exceed an agreed upon time payment for payment of total debt. Any resident failing to make payments in accordance with the terms of the agreement to repay, the PHA shall serve a notice to vacate to the family. Should the PHA be required to enforce the terms of the lease agreement through legal action, all related court costs, attorney fees, plus any outstanding indebtedness, will be included in the judgment.

4. Retroactive Rent Charges

Retroactive Rent Charges will be due and payable within seven (7) days of written notice unless arrangements are made prior to this day to make installment payments. Normally retroactive rent installment payments must be computed not to exceed a three (3) month pay off. If the amounts are large and the tenant will not be able to pay off the retro rent charge within three (3) months a repayment schedule may be established allowing a longer period upon approval of the Executive Director.

5. Vacated Tenants With Balances

Vacated tenants will have thirty (30) days from the date of the statement of Request for Refund to pay the account or make arrangements for payment. Accounts will be reported to the Credit Bureau and collection action will be taken after the expiration of this time period.

6. Terms and Conditions of Payment of Security Deposits

Prior to lease signing, the Housing Authority must receive full payment of the security deposit; however, where the family moves in on other than the first of the month, the rent will be pro-rated for that month but the full security deposit will still be due at time of lease execution.

In properties designated for the exclusive occupancy by elderly, handicapped, or disabled persons, the PHA will allow the keeping of pets in accordance with the Housing Authority's Pet Policy and upon execution of the Pet Lease Addendum. A condition of pet ownership is the payment of a pet deposit according to the Pet Policy.

7. Terms and Conditions of Other Charges in Addition to Rent

The resident agrees to pay for all repairs made to the unit due to resident damage or neglect. The resident must pay such charges at the first of the month following the charge. Such charges will be made based on actual cost of labor and materials.

In the event of damages discovered at move-out, the family's security deposit will be reduced by the amount necessary to execute repairs above "normal wear and tear". Any remaining balance will be refunded to the resident under the following conditions:

- a. The resident leaves a forwarding address or makes arrangements to pick up the deposit in person.
- b. The resident owes no other charges for excess utility consumption, late fees on rental payments, etc..
- c. The remaining balance will be paid within thirty (30) days of move-out.

8. Exemption for Hardship Circumstances

The Housing Authority shall immediately grant an exemption from application of the minimum monthly rental amount to any family unable to pay such amount because of financial hardship, which shall include situations in which:

- a. The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;

- b. The family would be evicted as a result of the imposition of the minimum rent requirement;
- c. The income of the family has decreased because of changed circumstances, including loss of employment;
- d. A death in the family has occurred.

If a resident requests a hardship exemption and the Housing Authority reasonably determines the hardship to be of a temporary nature, an exemption shall not be granted during the 90-day period beginning upon the making of a request for the exemption. A resident shall not be evicted during the 90-day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long-term basis, the Housing Authority shall retroactively exempt the resident from applicability of the minimum rent requirement for such 90-day period.

9. Family Choice of Rental Payment

The Housing Authority shall provide two (2) rent options for any public housing dwelling unit owned, assisted, or operated by the Housing Authority:

- a. Flat Rents: [24CFR§ 960.253] The flat rental amount for the dwelling unit shall be based on the rental value of the unit, as determined by the Housing Authority; or,
- b. Income Based Rents: The monthly rental amount shall not exceed (up to) 30% of monthly adjusted income. Income Based Rents shall not be less than the minimum rental amount.

The term “adjusted income” means, with respect to the family, the amount of income of the members of the family residing in a dwelling unit or the persons on a lease, after any income exclusions as follows:

- (i) \$400 for any elderly or disabled family;
- (ii) The amount by which 3% of the annual family income is exceeded by the sum of:
 - (a) Unreimbursed medical expenses for any elderly family or disabled family;
 - (b) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each handicapped member of the family, to the extent necessary to enable any member of such family (including such handicapped member) to be employed.
- (iii) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education;
- (iv) \$480 for each member of the family residing in the household (other than the head of the household or his or her spouse) who is less than 18 years of age or is

attending school or vocational training on a full-time basis, or who is 18 years of age or older and is a person with disabilities;

- (iii) Any payment made by a member of the family for the support and maintenance of any child who does not reside in the household, except that the amount excluded under this clause may not exceed \$480 for each child for whom such payment is made;
- (vi) Any payment made by a member of the family for the support and maintenance of any spouse or former spouse who does not reside in the household, except that the amount excluded under this clause shall not exceed the lesser of:
 - (a) The amount that such family member has legal obligation to pay, or,
 - (b) \$550 for each individual for whom such payment is made.
- (vii) The amount of any earned income of a member of the family who is not:
 - (a) 18 years of age or older, and
 - (b) The head of the household (or the spouse of the head of the household).

10. Switching Rent Determination Methods Because of Hardship Circumstances

In the case of a family that has elected to pay rent in the amount equal to the Flat Rent/Ceiling Rent for the dwelling unit, the Housing Authority shall immediately provide for the family to pay rent in the amount equal to Income Based Rent during the period for which such election was made upon a determination that the family is unable to pay the amount determined because of financial hardship, including:

- a. Situations in which the income of the family has decreased because of changed circumstances, loss or reduction of employment, death in the family, and reduction in or loss of income or other assistance;
- b. An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education, or similar items; or,
- c. Such other situations as may be determined by the Housing Authority.

Families switching rent determination method because of hardship circumstances shall be limited to one (1) rent switch within a twelve (12) month period. Such rent switches are subject to interim reexamination provisions as detailed in this Policy.

11. Encouragement of Self-Sufficiency

It is the policy of the Housing Authority to encourage and reward employment and economic self-sufficiency. As such, the Housing Authority may provide the following as incentives for employment and economic self-sufficiency:

- a. Disallowance of earned income from rent determinations (mandatory): When a family member becomes employed after being unemployed for at least one (1)

year, or when income increases during the participation in any family self-sufficiency or job training program, or who is or was assisted under TANF within six (6) months and whose earned income increases, rent shall not increase for twelve (12) months after commencing work.

- b. Phase-in of rent increases (mandatory): Upon expiration of the 12-month period of disallowance of earned income from rent determinations, the rent payable by the family shall be increased due to continued employment of the family member, except that during the 12-month period beginning upon such expiration, the amount of the increase may not be greater than 50% of the amount of the total rent increase that would be applicable. (Rent may only increase by 50% of what it normally would during the next 12 month period.)

12. Treatment of Income Changes Resulting from Welfare Program Requirements

This section applies to families that receive benefits for welfare or public assistance from a state or other public agency under a program for which the federal, state, or local law relating to the program requires, as a condition of eligibility for assistance under the program, participation of a member of the family in an economic self-sufficiency program.

a. Decreases in Income for Failure to Comply

For families whose welfare or public assistance benefits are reduced because of failure of any family member to comply with the conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased.

b. Fraud

For families whose welfare or public assistance benefits are reduced because of an act of fraud by member of the family under the law or program, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to fraud.

c. Reduction Based on Time Limit for Assistance

The amount required to be paid as a monthly contribution toward rent by a family whose welfare or public assistance benefits are reduced as a result of the expiration of a lifetime time limit for a family, and not as a result of failure to comply with program requirements, shall be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to expiration of a lifetime time limit.

d. Notice

The Housing Authority shall obtain written notification from the relevant welfare or public assistance agency specifying that the family's benefits have been reduced and cause for reduction prior to redetermination of monthly contribution toward rent.

e. Grievance

Any family affected by sections 12.a and 12.b above shall have the right to review the determination through the Housing Authority's grievance procedure.

APPENDIX A

INCOME LIMITS

NOTE:

Due to the fact that Income Limits are changed annually by the Department of Housing & Urban Development, the most current list of HUD Income Limits by family members and the area Median Income can be reviewed or obtain at the office of the Authority at 600 Central Avenue, Minotola, New Jersey.

APPENDIX B

UTILITY ALLOWANCES

Utility Allowances

Agency Statement: The Buena Housing Authority offers its residents a utility allowance for electric.

(A) Resident-Paid Utility [**24CFR§965.504(b)**]

(a) The Housing Authority has individual meters per unit.

(b) The Housing Authority offers a utility allowance in the appropriate amount for resident-paid electric consumption. The utility allowance is subject to change as a result of conditions and/or charges beyond the Authority's control such as excess electric use as demonstrated by an Energy Audit.

(B) Charges for Additional Appliances [**24CFR§ 956**]

(a) The Housing Authority does not charge for additional appliances.

APPENDIX C

GRIEVANCE PROCEDURE

APPENDIX D

PET POLICY

APPENDIX E

ONE STRIKE AND YOU'RE OUT POLICY

APPENDIX F

RESIDENTIAL LEASE AGREEMENT

APPENDIX G

COMMUNITY ROOM USAGE POLICY

APPENDIX H

LIST OF UN-REIMBURSED MEDICAL EXPENSES

**LISTING
OF
POSSIBLE UN-REIMBURSED MEDICAL EXPENSE COST**

- (A) This deduction is granted only to elderly and disabled families.
- (B) A wide range of un-reimbursed medical expenses and services can be claimed, including but not limited to the following, to the extent that the total medical expenses exceed 3% per cent of annual income.
- (C) The following medical expense may be claimed as long as the resident has paid invoices, receipts, or cancelled checks that verify payment:
- Doctors, nurses, practical nurses, therapists, hospitals, clinics, etc.
 - Laboratory fees, X-rays, diagnostic tests, cost of blood and oxygen.
 - Medical insurance premiums (including Medicare) and the insurance deductible
 - Prescription medicines
 - Medical care of a permanently institutionalized family member IF his/her income is included in annual income
 - Dental treatment: fees paid for cleaning, fluoride, sealants, x-rays, fillings, braces, extractions dentures
 - Eyeglasses and contact lenses
 - Hearing aid and batteries, wheelchair, walker, scooter, artificial limbs
 - Attendant care or periodic attendant care
 - "Payments on accumulated medical bills (physicians, hospitals, clinics, out-patient medical facilities (that will be due in the year for which annual income is computed)
 - Expenses paid to an HMO
 - Skilled, semi-skilled and unskilled nursing services
 - An assistive animal and the upkeep and care of the animal
 - Any other medically necessary service, apparatus or medication as documented by third party verification

*NOTE: ALL such "out of pocket" expenses as listed above MUST BE VERIFIED with proper documentation.

APPENDIX I

RESIDENTIAL LEASE AGREEMENT

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BUENA HOUSING AUTHORITY
AGENCY PLAN
ATTACHMENT A. (nj202a01)

EXECUTIVE SUMMARY

The Housing Authority of the Borough of Buena has prepared this Agency Plan in compliance with Section 511 of the Quality Housing and Work Responsibility Act of 1998 under the ensuing HUD requirements.

The Housing Authority retains the status of “high performer” for FY 2005 and anticipates another excellent score from HUD for FY 2006 and thus is submitting the Streamline Template, which is permitted due to having received a PHAS score as a “high performer”.

The Authority retains its original Mission Statement ensuring to promote adequate and affordable housing, economic opportunity, and a suitable living environment free from discrimination. This year as in the past year, the Authority is promoting a strong emphasis on operating the Authority in a fiscally prudent manner.

During the past year, the Authority has operated under its revised internal policies as prescribed by HUD and approved by board resolution.

The Authority’s Site Manager was awarded her Public Housing Management Certification, which helped to improve the level of knowledge and skill of a significant employee. In addition, the Waiting List and Occupancy Policy has been examined and the Authority made a decision to include a second preference for admissions to include an adjacent township.

In this year’s Annual Plan, the Authority affirms that it will continue to make every effort to meet its goals and objectives in order to more-closely follow its achievements regarding its activities to maintain prudent and efficient management of the Authority in the Authority’s efforts to ensure that our residents are housed properly in a safe environment to increase or maintain resident self-sufficiency.

Our Progress Report on the Authority’s goals and objectives achieved during the period beginning March 2006 thru to the present times describes the accomplishment of the previous Annual Year as submitted to HUD this December 2006. The Authority and its management staff in conjunction with its Board of Commissioners is looking forward to yet another successful year in 2007/08.

Assistant Executive Director

**PROGRESS REPORT
ON
ACHIEVEMENT OF GOALS AND OBJECTIVES ON PLAN SUBMITTED
JANUARY 2006**

Period of: 3/1/2005 thru Submission **ATTACHMENT B : FILE NAME: (nj202b01)**

GOALS AND OBJECTIVES	Unmet	Met
Goal 1. Expand the supply of assisted housing:		
Reduce public housing vacancies to zero level		100%
Goal 2. Operate Prudently by Collecting 97% of rents*		100%
Goal 3. Keep and Maintain 100% Occupancy 95% in FY*		100%
Goal 4. Improve the quality of assisted housing:		
Improve PHAS score and achieve 95%-100% Actual Score (96% 2005) Anticipating high scores		100%
Increase customer satisfaction to 100% Actual RASS score(For 2006 Tenant Reported HIGH Satisfaction directly to HUD – NO FOLLOW UP PLAN REQ.)		100%
Achieve 100% inspection of all 60 units		100%
Renovate public housing units		n/a
Goal 5. Provide improved living environment:		
Implement public housing security improvements=100% Interface with Police Dept and receives Mo. Police Rpts.		100%
Goal 6. Promote self-sufficiency and asset development:		
Attract supportive services to increase independence of elderly or families with disabilities	X	
Goal 7. Ensure Equal Opportunity in Housing for all Americans:		
Undertake affirmative measures to ensure access without discrimination		100%
Undertake affirmative measures to provide suitable Living environment without discrimination		100%
Ensure access to housing with all varieties of disabilities Regardless of unit size required		100%
Additional Achievement:		
Closed all open Capital Fund Grants on time		100%
Reviewed, revised: Waiting List and Occupancy Policy		100%

EXPLANATION OF UNMET GOALS:

Creating additional units and obtaining supportive services is Financially not feasible; thus removed from this year.

Two (2) additional Goals were inserted last year. Results shown above.

ATTACHMENT C: Summary of Policy & Program Changes
File Name (nj202c01)

The Housing Authority of the Borough of Buena has reviewed the requirement for developing and writing an internal policy to cover the HUD rule and regulations as well as to address the federal law known as the: Violence Against Women Act, which was signed into effect on January 5, 2006.

The Authority is submitting with this year's Annual Plan a copy of the Authority VAWA Policy. In addition, the Authority revised its Admissions and Occupancy Policy by inserting the appropriate reference to its VAWA Policy. The Authority further revised its tenant Lease with appropriate references.

The Authority's VAWA Policies and its board approved Resolutions is on hand for review by residents and by the public, upon request.

The VAWA Policy has been inserted into the Authority's Agency Plan with all other BHA policies under its appropriate Agency Plan tab.

ATTACHMENT D: RAB Recommendations/PHA Response
File Name (nj202d01)

RAB MEETING/ADMINISTRATION'S RESPONSE FORM
Meeting: November 3, 2006

#1 RAB COMMENT: The pine trees should be taken down as they are dangerous and a tripping hazard.

BHA RESPONSE: The Authority has agreed to remove several tall pine trees due to the fact of recognizing the problem the pinecones and needles cause. Due to the possible liability of this situation, the Authority will immediately seek proposals to remove the trees. The RAB suggested they use a few dollars from their annual allocation to purchase a few dogwood trees as a replacement as this would improve the overall appearance for the residents.

#2 RAB COMMENT: We need to have the community hall kitchen modernized. We have lots of affairs and need a larger room. What can be done?

BHA RESPONSE: The Authority is aware that the kitchen facility is old and its use is extensive. The Administration agree to review the facility. However, the cost may prove prohibited in light of the HUD cuts in the coming year.

#3 RAB COMMENT: The bathroom fans are noisy and need repair or replacing!

BHA RESPONSE: The Administration is currently using several units as a test case for repairing the fan and if the test cases prove satisfactory, the Authority will continue to do the repair vs. the purchasing of new fans.

#4. RAB COMMENT: The RAB members stated that they would like to Authority to look into the possibility of adding addition sidewalks on the backside of the facility, as currently there are no sidewalks there.

BHA RESPONSE: The Administration agreed to walk the site and review the situation. The Authority may or may not be able to add addition sidewalks to due cost or the surrounding area, which may prohibit the change.

**ATTACHMENT E: Consistency with Consolidated Plan
File Name (nj202e01)**

The Buena Housing Authority is consistent with the Atlantic County's Consolidated Plan in that:

- **The Authority seeks to maintain public housing vacancies at zero**
- **The Authority seeks to renovate/modernize its public housing sites where needed**
- **The Authority seeks to attract supportive services to increase tenant independence for elderly/disabled residents based upon availability of funding.**

The appropriate certifying entity has forwarded the executed HUD 50075 Certification Form to the Authority. It is on hand for review and has been made part of the Authority's Five-Year/Annual Plan for fiscal year 4/2007-3/2008.

A copy of this Certification has been forwarded to the HUD area office, as required.

ATTACHMENT F: PHA Criteria for Amendments to Plan
File Name (nj202f01)

Pursuant to applicable HUD regulations, a PHA may change or modify its Annual and Five-Year Agency Plans and the policies described therein. However, any “significant amendment or modification” to the Annual Plan and any “substantial deviations” from the Five-Year Plan would require that the PHA submit a revised Plan that has met full public process requirements, including Resident Advisory Board review.

The Buena Housing Authority will consider the following to be “significant amendments or modifications”:

- Changes to rent or Admissions and Occupancy Policies or organization of the waiting list
- Changes to the Grievance procedures
- Additions of non-emergency work items (items not included in the current Annual Statement of 5-Year Action Plan) or change in use of replacement reserve funds under the Capital Fund
- Any changes with regard to demolition or disposition, designation, homeownership programs, or conversion activities

The Authority will consider the following to constitute a “substantial deviation” from the Five-Year Plan:

- Any modification to the PHA’s Mission Statement or any substantial modification to the PHA’s goals and objectives

An exception to these definitions will be made for any of the above that are adopted to reflect changes in HUD regulatory requirements; such changes will not be considered substantial deviations or significant amendments by the Authority.

MODIFICATION FOR FY: 4/2006-3/2007 – ADDITIONAL GOALS:

- Enforce a strict “One Strike and You’re Out Policy
- Collect 97% of rental income
- Close Capital Fund Programs on schedule
- Maintain 97% Occupancy level

There have been NO FURTHER CHANGES IN GOALS FOR THIS ANNUAL YR.

**ATTACHMENT G: Membership of Resident Advisory Board
File Name (nj202g01)**

The Housing Authority of Buena has a very active resident population. The Resident Advisory Board (RAB) is comprised of the following four (4) Officers:

Gloria Miller, President	Unit I-1
Kay Belmont, Vice President	Unit G-1
Helen Juliano, Secretary	Unit C-4
Betty Vandemark, Treasurer	Unit O-4

The Housing Authority hereby certifies that all of the individuals listed above reside at the Buena Housing Authority senior site and they have been formally and democratically elected by the resident population.

HOUSING AUTHORITY OF THE BOROUGH OF BUENA

ATTACHMENT H: (nj202h01)

VIOLENCE AGAINST WOMEN ACT (VAWA)

AGENCY STATEMENT:

On January 5, 2006, President Bush signed the (Violence Against Women Act) VAWA into law as Public Law 109-162.

Significant to Public Housing, i.e. Title IV Sections: (603) (606) and **[(607) for PHA's]**, the VAWA prohibits the eviction of, and removal of assistance from, certain persons living in public or Section 8-assisted housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in Section 3 of the United States Housing Act of 1937 as amended by VAWA (42 U.S.C. 13925).

Residents are advised that the Buena Housing Authority subscribes to the federal VAWA law as passed. The Authority has a written Policy for the purpose of ensuring compliance with the Violence Against Women Act as passed on January 5, 2006.

This Policy shall pertain to all residents of the Buena Housing Authority. The Authority's Violence Against Women "Policy" shall be effective as of the date the VAWA Policy is adopted by the Board of Commissioners.

Note:

The Buena Housing Authority is a small complex comprised of sixty (60) units of elderly/disabled and handicap residents. It has one full-time employee and one part-time employee. The Authority is located in a rural area with the county. As a result of the limited staff, should a resident made a claim of domestic violence and seek assistance from the Authority, the staff will make the appropriate references to service providers within the immediate area.

THE POLICY

PART I: DEFINITIONS OF VIOLENCE

1.1 DOMESTIC VIOLENCE

[SEC 40002 (a)(b) of VAWA 1994]

The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.

1.2 DATING VIOLENCE

SEC 40002(a)(8) of VAWA 1994]

The term ‘dating violence’ means violence committed by a person –

- (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (B) where the existence of such a relationship shall be determined based on a consideration of the following factors;
 - (i) The length of the relationship
 - (ii) The type of relationship
 - (iii) The frequency of interaction between the persons involved in the relationship

1.3 STALKING – “means”

[as provided in Title VI and is specific to the housing provisions]

- (A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and
- (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
- (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to causes substantial emotional harm to –
 - (i) that person;
 - (ii) a member of the immediate family of that person; or
 - (iii) the spouse or intimate partner of that person;.....”

1.4 Immediate Family Member – “means with respect to a person –

- (A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
- (B) any other person living in the household of that person and related to that person by blood or marriage.”

PART II TENANT SELECTION

[SEC 607] (Sec. 6(3))

1.1 The Housing Authority of Buena shall not deny admissions to the project to any applicant who is or has been a victim of domestic violence, dating violence, or stalking, if the applicant otherwise qualifies for assistance or admissions. Nothing in this section supersedes a Federal, State, or local law that provides greater protection for victims.

PART III TENANCY

LEASE TERMS REGARDING TERMINATION OF TENANCY

[SEC 607: 6(3) subsection (1)(5)]

1.1 An incident or incidents of actual or threatened domestic violence, dating violence, or 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 the terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

PART IV TERMINATION OF ASSISTANCE/EVICTION

[SEC 607: 6(4) subsection (1)(6)(A)]

1.1 Criminal activity directly relating to domestic violence, dating violence, or stalking engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control **shall not be cause** for termination of the tenancy or occupancy rights, **if** the tenant or an immediate member of the tenant’s family **is** the victim or threatened victim of that domestic violence, dating violence, or stalking.

1.2 Nothing in [Part V: 1.1] may be construed to limit the Authority, when notified, to honor court orders regarding rights to access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among household members in cases where a family breaks up. [Sec 6 (4)(C)].

- 1.3 Nothing shall limit the Authority to evict a tenant for any violation of a lease *not* premised on the acts of violence, or for other good cause unrelated to the incident or incidents of domestic violence, provided that the victim is not subject to a “more demanding standard” than non-victims. [Sec 6 (4)(D)].
- 1.4 Nothing shall prohibit eviction if the Housing Authority “can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant’s tenancy is not terminated.” [Sec 6 (4)(E)].
- 1.5 Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, or stalking. [Sec 6 (4)(F)].

PART V: CERTIFICATION
[SEC 6(u)]

1.1 CERTIFICATION

AGENCY STATEMENT:

The authority’s compliance with this statute based solely on the victim’s statement or other corroborating evidence shall not alone be sufficient to constitute evidence of an unreasonable act or omission by the Housing Authority or employee thereof. [Sec 6(u)(F)].

The Housing Authority responding to subsections (1)(5) or (6) (i.e., a claim to protected status under VAWA) and *at the discretion of the Authority* [Sec 6(u)(1)(A)(6)], the Housing Authority of Buena **will require** that an individual certify by a HUD-approved certification form (if available) that the individual is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements set forth in the statute. [Sec 6(u)(A)].

Should a HUD-approved certification not be available, an individual claiming domestic violence may satisfy the certification requirements by “providing (*to the Authority*) with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking, or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional’s belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic, dating violence, or stalking has signed, or attested to the documentation or by providing or producing a Federal, State, tribal territorial, or local police or court record”. [Sec 6(u)(C)(i)]

1.1(a) Such certification shall include the name of the perpetrator.

1.1(b) *certification shall be provided within fourteen (14) business days after* the Authority request such certification, in writing.

Nothing in the certification section preempts a Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, or stalking. [Sec 6(u)(1)(E)].

1.2 FAILURE TO PROVIDE CERTIFICATION

If the individual does not provide the certification within fourteen (14) business days after the Housing Authority has requested such certification in writing, nothing may be construed to limit the authority of the Housing Authority to evict any tenant or lawful occupant that commits violations of a lease. The fourteen (14) day deadline may be extended, *at the discretion*, of the Authority. [Sec 6(u)(B)(5) or (6) of subsection (1)].

PART VI: CONFIDENTIALITY [SEC 6(u)(2)(A)]

1.1 INFORMATION OBTAINED THROUGH CERTIFICATION

All information provided to the Housing Authority of the Borough of Buena including the fact that an individual is a victim of domestic violence, dating violence, or stalking shall be retained in confidence and shall neither be entered into any shared database, nor provided to any related entity, except to the extent that disclosure is –

- (i) requested or consented to by the individual in writing;
- (ii) required for use in an eviction proceeding under subsection (1)(5) or (6)
- (iii) o otherwise required by applicable law

1.2 NOTIFICATION

The Housing Authority will provide notice to its tenants and their rights under Section 607 of Victims Against Women Act (VAWA) of 2005 including their rights of confidentiality.

Buena Housing Authority

ATTACHMENT I: (nj202i01)

Amendment to Lease

“Violence Against Women and Justice Department Reauthorization Act 2005” (VAWA)

References:

Public Law 109-162: Title VI: Sections (603) (606*) and (607) for PHA’s
PIH 2006-23

AGENCY STATEMENT:

On January 5, 2006, President Bush signed the (Violence Against Women Act) VAWA into law as Public Law 109-162.

Significant to Public Housing, i.e. Title VI Sections (603) (606) and (607) for PHA’s, the VAWA prohibits the eviction of, and removal of assistance from, certain persons living in public or Section 8-assisted housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in Section 3 of the United States Housing Act of 1937 as amended by VAWA (42 U.S.C. 13925).

Residents are advised that the Cape May Housing Authority subscribes to the federal VAWA law as passed and the Authority has written a “Violence Against Women” Policy for the purpose of ensuring compliance with the VAWA as passed on January 5, 2006.

This Policy shall pertain to all residents of the Cape May Housing Authority. The Authority’s Violence Against Women Policy shall be effective as of the date the VAWA Policy is adopted by the Board of Commissioners, by board resolution. ***This Amendment and Policy amends the Authority’s “Admission and Continued Occupancy Policy.”***

I acknowledge and verify the following:

I have read the above Agency Statement.

The “Violence Against Women Policy” has been explained to me.

I have received a copy of the policy known as the: “Violence Against Women Policy.”

(Resident Signature)

(Date)

Special Note:

*Buena Housing Authority is not a Section 8 assisted housing facility and therefore Section (606) does not apply.