# HOUSING CHOICE VOUCHER (SECTION 8) PROGRAM

# ADMINISTRATIVE PLAN

Jersey City Housing Authority

Building Communities...Creating Opportunities...Transforming Lives

# MISSION STATEMENT

In 2017, the JCHA completed a comprehensive Strategic Planning process based on the premise that our ability to create and invest in quality affordable housing opportunities is practical and attainable when the core elements of the JCHA team – internal staff, residents and partners – unite as one community, inspired by a common purpose, guided by shared values, and driven by the same goals.

In this spirit, the JCHA refined its mission and vision statements which are embodied by a new set of core values.

**Our Vision**: We envision residents and staff who are engaged, educated, and empowered to create sustainable vibrant communities.

**Our Mission**: Creating and investing in quality affordable housing opportunities for our residents and communities we serve.

**Our Core Values**: The Core Values outlined below represent those that govern the actions of all JCHA Commissioners and employees and establish a standard of excellence for the Authority. We will be **ONE-JCHA** that is dedicated to being:

| | |
|---|---|
| **O**bjective: | We are fair-minded and even-handed. The lens through which we view internal staff, external stakeholders, and other public housing authorities is unbiased and without prejudice. Our thoughts and actions are formed by reason over emotion, swayed by pragmatism rather than political ideology, and driven solely by our vision for the communities we serve. |
| **N**eighborly: | We are collaborative, friendly, and supportive to those in and outside our community. We strive to deliver services with a focus on customer service and experience, while ensuring effective operations at all levels of JCHA. |
| **E**fficient: | We are dedicated to fostering a culture that is productive, action-oriented, and results-driven. JCHA will continue to invest in its workforce to ensure it is equipped with the vital skills, resources, and support needed to operate efficiently and deliver effectively. |
| **J**oint Partners: | We are dynamic, innovative, and forward-looking, aiming to acquire new ideas and resources by expanding and better utilizing our growing network of partnerships with residents, community leaders, businesses, philanthropic organizations, and local government officials. |
| **C**ommitted: | We are committed in all action to putting our stakeholders first, through programs, services, and partnerships. We create and invest in sustainable and vibrant communities where the people of Jersey City have easy access to affordable housing, safe neighborhoods, health and wellness programs, educational initiatives, and employment opportunities. |
| **H**igh Performing: | We are dedicated to becoming a HUD High Performer agency. On the road to attaining this status, we aim to innovate and define new best practices for others to follow while continuing to prioritize serving and supporting our community. |
| **A**ccountable: | We report directly to the residents and participants of JCHA programs, whose needs lay at the forefront of our work. We operate without impunity, always holding ourselves accountable, through both word and deed, to our community partners, and residents served. |

# GOALS AND OBJECTIVES

The JCHA engaged in an extensive process over the course of about ten months to develop the Strategic Plan. The Strategic Plan Kick-Off was effective June 1, 2017 and identifies key goals and objectives to provide the JCHA with a clear direction and a framework for decision making. The JCHA will provide a progress report on meeting our new mission and goals in the next Agency Plan. The Strategic Plan contains four goals that are aligned to four strategic focuses as follows:

**Goal 1: Operate a Well-Managed Housing Authority/Focus: Internal & Organizational**

Objectives:

A. Achieve High Performance Status for Low-Income Public Housing (LIPH) Program
B. Improve JCHA Financial Condition
C. Increase Operational Efficiency and Effectiveness
D. Support and Maintain an Innovative & Sustainable Workforce

**Goal 2: Expand & Promote Programs and Opportunities for all Residents/Focus: Residents, Participants, and Services**

Objectives:

A. Develop Communication & Participation Plan to Increase Engagement, Education & Empowerment
B. Create Career Paths for Apprenticeships, Section 3, and Resident-Owned Businesses
C. Establish & Maintain Self-Sufficiency, Education, and Health Initiatives

**Goal 3: Maximize & Improve Affordable Housing Opportunities/Focus: Development & Property Portfolio**

Objectives:

A. Develop & Implement Portfolio Repositioning Plan
B. Collaborate with Partners to Create Affordable Housing
C. Optimize Housing Choice Voucher (HCV) Programs
D. Maximize Utilization of Grants & Other Funding Sources

**Goal 4: Enhance Collaboration & Expand Partnerships/Focus: External & Partnerships**

Objectives:

A. Implement Brand Management Strategy for ONE-JCHA
B. Coordinate with City, County, & Other Entities to Address Affordable Housing Issues
C. Establish Partnerships with Entities for Funding and Program Support

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# CHAPTER 1
# STATEMENT OF POLICIES

## A. INTRODUCTION

The Section 8 Rental Assistance Program was enacted as part of the Housing and Community Development Act of 1974, which recodifies the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements, as they apply to the Section 8 Housing Choice Voucher Program are described in and implemented through this Administrative Plan.

Administration of JCHA's Housing Choice Voucher Program and the functions and responsibilities of JCHA staff shall be in compliance with JCHA's Personnel Policy, the Department of Housing and Urban Development's (HUD) Section 8 regulations, and all applicable Federal, State and local fair housing laws.

## B. PURPOSE OF THE ADMINISTRATIVE PLAN

The purpose of the Administrative Plan is to establish policies and guidelines for administering the Housing Choice Voucher (Section 8) Program in a manner consistent with Federal regulations and Program objectives. The Administrative Plan covers admission to and continued participation in the Housing Choice Voucher (Section 8) Program. This Administrative Plan is set forth to define JCHA's local policies for operating the housing programs in the context of Federal laws and regulations and JCHA's five (5) year Strategic and Annual Plans. All issues related to the Housing Choice Voucher (Section 8) Program not addressed in this document are governed by such Federal regulations, HUD memoranda, Notices and guidelines, or other applicable law.

JCHA is responsible for complying with all changes in HUD regulations pertaining to these Programs. If such changes conflict with this Plan, HUD regulations will have precedence. The original Plan and any changes must be approved by JCHA's Board of Commissioners and a copy is to be provided to HUD.

This document is intended to provide general guidelines by which the JCHA operates. However, it is recognized that there may be unforeseen circumstances not anticipated by the JCHA that may result in hardship. A hardship waiver may be requested by the participant and will be reviewed by the Director of the Housing Choice Voucher (Section 8) Program.

24 CFR 5 Definitions of Income, Income Limits, Rent, and Re-Certification of Family Income for the Section 8 Housing Assistance Payments Program and other related programs.

24 CFR 83 Mainstream Housing Choice Voucher Program

24 CFR 982 Section 8 Tenant Based Assistance – Housing Choice Voucher Program

24 CFR 983 Project-Based Voucher Program

24 CFR 984 Section 8 Family Self-Sufficiency Program

24 CFR 985 Section 8 Management Assessment Program

## C. FAIR HOUSING AND EQUAL OPPORTUNITY POLICY

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

- Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex; **24 CFR § 1, 100, 107 and 146**;
- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spells out forms of prohibited discrimination; **24 CFR § 100;**
- Executive Order 11063 as amended by Executive Order 12259;
- Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities; **24 CFR § 8**;
- Age Discrimination Act of 1975, which establishes certain rights of the elderly; **24 CFR § 146**;
- Title II of the Americans with Disabilities Act and the Fair Housing Amendments. Title II deals with common areas and public space, not living units; and
- The Violence Against Women Act of 2005, the Violence Against Women Reauthorization Act of 2013 (VAWA), and the Violence Against Women Reauthorization Act of 2013: Implementation in HUD Housing Programs.
- Any applicable State laws or local ordinances.

***Nondiscrimination:***

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

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

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

***Discrimination Complaints:***

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

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

***Affirmative Marketing:***

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

***Limited English Proficiency:***

Executive Order 13166, issued August 11, 2000, requires recipients of federal financial assistance to take reasonable steps to ensure meaningful access to their programs and services by effectively communicating with Limited English Proficient (LEP) persons. An LEP person is someone who does not speak English as their primary language and who has a limited ability to read, write, speak, or understand English. Language can be a barrier to accessing important benefits or services, understanding and exercising important rights, or complying with applicable laws and responsibilities of federally assisted programs and activities.

In accordance with Final Guidance issued by HUD on January 22, 2007, concerning compliance with the Title VI prohibition against national origin discrimination affecting LEP persons, JCHA has

conducted a four-factor self-assessment to determine the agency's obligations to provide LEP services. The analysis indicates a need for both oral interpretation and written translation of vital documents for Spanish and Arabic based on the sizable population of LEP persons in Jersey City who speak these languages. Further based on the analysis the JCHA also provides notice to residents, applicants and the public of the right to free translation and interpretation services for all other languages LEP persons require.

A Four-Factor Analysis must be conducted to assess the needs of the LEP population, and to ensure a Language Access Plan (LAP) provides meaningful access to LEP individuals. JCHA conducted its first four-factor analysis in 2021 and prepared an LAP to address the needs of the LEP population.

**FACTOR 1** – Number or proportion of LEP persons served or encountered in the eligible service area:

- According to the City of Jersey City website as of December 4, 2020, Jersey City's total population was 244,423, and approximately 52.18% of the population, or 127,544 people, has some difficulty with the English language as they speak English less than "very well." The top five languages spoken other than English are Spanish, Arabic, Hindi, Chinese, and Tagalog.

**FACTOR 2** – Frequency of contact with the program:

- Several meetings were held with Department Directors to determine the nature and frequency of interactions between JCHA staff and LEP persons. Of the programs and services provided by JCHA, the vast majority of interactions with LEP persons occurred during the application process leading up to participation in JCHA's Public Housing and HCV programs. Ongoing interactions include periodic contacts related to initial program eligibility, continuing eligibility and termination from either program. LEP persons also interact with JCHA staff either by calling the JCHA's central office front desk at 201-706-4600 seeking general information or onsite visits to the central office or site management offices.

**FACTOR 3** – The nature and importance of programs, activities, or services:

- JCHA's mission is to create and invest in quality affordable housing opportunities for our residents and communities we serve, to develop and manage housing of choice of the highest standards, which is safe, affordable, sustainable, and accessible; and, in partnership with outside organizations, foster resident responsibility and self-sufficiency.

**FACTOR 4** – The resources available to JCHA and overall costs to provide LEP assistance:

- JCHA has a multilingual staff that speak several different languages, and it is helpful and cost effective for JCHA to rely on staff to provide interpretive and written services assistance to LEP persons upon request. JCHA also contracts professional interpretation and translation services whenever needed.

## D. ACCOMMODATIONS POLICY

***Reasonable Accommodation:***
The JCHA is committed to ensuring that its policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities, on the basis of disability, in connection with the operations of JCHA's programs, services and activities. Therefore, if an individual with a disability requires an accommodation such as an accessible feature or modification to a JCHA policy, JCHA will provide such accommodation unless doing so would result in a fundamental alteration in the nature of the program, or an undue financial and administrative burden. In such a case, the JCHA will make best efforts to provide another accommodation that would not result in a financial or administrative burden. Approved reasonable accommodations requests will be re-evaluated every year at the time of the individual's annual recertification.

A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice, program, or facility that provides a qualified individual with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing) or activity.

JCHA will post a copy of this Reasonable Accommodation Policy and Procedures in the Central Administrative Offices located in 400 U.S. Highway 1 (Marion Gardens), Jersey City, NJ 07306 and, the management office in each public housing development. In addition, individuals may view/obtain a copy of this Reasonable Accommodation Policy and Procedures, upon request, or on JCHA's website at http://www.jerseycityha.org.

***Legal Authority***
The JCHA is subject to Federal civil rights laws and regulations. This Reasonable Accommodation Policy is based on the following statutes or regulations. See Section 504 of the Rehabilitation Act of 1973 (Section 504); Title II of the Americans with Disabilities Act of 1990 (ADA); the Fair Housing Act of 1968, as amended (Fair Housing Act); the Architectural Barriers Act of 1968, and the respective implementing regulations for each Act.

Requests for reasonable accommodation will be granted, provided that the accommodation will not create an "undue financial and administrative burden" for JCHA or a fundamental alteration in the nature of the program. In reviewing each reasonable accommodation request, the JCHA will take the following factors into consideration: 1) Nature and cost of the accommodation needed; 2) Overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation; and 3) Number of families likely to need such accommodation, the effect on expenses and resources, or the likely impact on the operation of the program as a result of the accommodation.

Requests for reasonable accommodation must be supported with verification from a reliable, knowledgeable, professional that the accommodation is required. JCHA will refer families who have members with disabilities to agencies in the community that offer services to persons with disabilities.

***Description of Program:***
The Housing Choice Voucher Program provides subsidies to low-income persons and freedom of choice to enable them to rent affordable, decent, safe and sanitary housing in the private rental market. In order to receive assistance in a particular unit, the family, owner and unit must meet the requirements established by HUD regulation and those specified in this Plan.

The JCHA will monitor, on a monthly basis, voucher program performance required by the section 8 management Assessment Program (SEMAP).

***Other Programs:***
The JCHA also administers a Mainstream Housing Choice Voucher Program and a Project-Based Voucher Program. These Programs are discussed later in this Plan.

***Persons with Disabilities****:*
The Fair Housing Act defines a person with a disability to include (1) an individual with a physical or mental impairment that substantially limits one or more major life activities; (2) an individual who is regarded as having such an impairment; and (3) an individual with a record of such an impairment.

The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental illness, developmental disabilities, emotional illness, drug addiction and alcoholism. The definition of an "individual with a disability" does *not* include a person whose current use of alcohol or drugs is the barrier that prevents the person from participating in JCHA's housing program and services.

The term "substantially limits" suggest that the limitation is "significant" or "to a large degree."

The term "major life activity" means those activities that are of central importance to daily life, including but are not limited to seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, and speaking. This list of major life activities is not exhaustive.

An individual must be unable to perform, or be significantly limited in the ability to perform, an activity compared to an average person in the general population.

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

1. its nature and severity;
2. how long it will last or is expected to last;
3. its permanent or long-term impact or expected impact.

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

***Monitoring and Enforcement:***
The JCHA's Section 504/ADA Coordinator is responsible for monitoring JCHA's compliance with this Policy. Individuals who have questions regarding this Policy, its interpretation or implementation should contact JCHA's Section 504/ADA Coordinator in writing, by telephone, or by appointment, as follows:

Section 504/ADA Coordinator: Jersey City Housing Authority
400 U.S. Highway 1 (Marion Gardens), Jersey City, New Jersey 07306
(201) 706-4645 (phone) / Relay Service for Hearing Impaired 711
(201) 706-4845 (fax) / Section504@jcha.us (email)

The Section 504/ADA Coordinator will receive training on the Reasonable Accommodation Policy and Procedures, including all applicable Federal, state and local requirements regarding reasonable accommodation.

## E. TRANSLATION OF DOCUMENTS

In determining whether it is feasible to provide translation of documents written in English into another language, JCHA will consider the following factors:

- Number of applicants and participants in the jurisdiction who do not speak English;
- Estimated cost to JCHA per client of translation of English written documents into another language; and
- Availability of bilingual staff to provide translation for non-English speaking families.

Currently, JCHA has bilingual staff to assist Spanish speaking families and to translate documents into Spanish, as Spanish is the prominent non-English language spoken by JCHA participants and applicants.

If translation services are required for other languages, the applicant or participant may request a friend or family member to accompany him or her to the meeting or the JCHA will refer applicants and participants to agencies who assist ethnic groups.

## F. FAMILY OUTREACH

The JCHA reserves the right to open or close the waiting list based on the supply of applicants and availability of subsidy. The waiting list will be closed when there are not enough Section 8 subsidies to assist all the applicants in a reasonable period of time, such as two years. When JCHA determines that additional applicants are needed, it will issue a public notice and open the waiting list.

To reach people from diverse backgrounds, JCHA will advertise through a wide variety of sources including local newspapers, minority media, the JCHA website, service agencies, etc. The JCHA will communicate the status of housing availability to other service providers in the community, such as agencies serving individuals with special needs, and advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance. The JCHA will continuously monitor and evaluate outreach activities to ensure that it reaches the widest possible audience.

## G. OWNER OUTREACH

The JCHA's Owner Outreach Program includes the following efforts to encourage owners to participate in the Program and to ensure greater mobility and housing choice to very low-income households.

- The JCHA maintains a list of interested landlords and a list of available units, both of which are updated frequently. These lists are made available to applicants and participants.
- To the extent feasible, the JCHA will conduct a pre-inspection of a unit prior to listing it to ensure compliance with Housing Quality Standards (HQS).

- The JCHA holds owner briefings as necessary to review the Section 8 Program and distributes an Owner's Manual to new owners on the Program.
- The JCHA, as an incentive to property owners, offers owners a fair and reasonable rent that includes compensation for making appropriate accommodations for participants with physical disabilities.
- The JCHA contacts real estate agents and property managers to market the Program and encourage their participation.
- The JCHA makes an effort to contact and encourage property owners with units specially designed or adapted for persons with disabilities to participate in the Program. Information is also provided to owners regarding the availability of these improvements.
- The JCHA encourages Program participation by owners of units located outside areas of poverty or minority concentration. The JCHA periodically evaluates the geographic distribution of assisted families to identify areas within the jurisdiction where owner outreach should be targeted. The purpose of these activities is to provide more choices and better housing opportunities to families. Voucher holders are informed of the full range of areas where they may lease units inside JCHA's jurisdiction and are given a map that identifies areas of low-poverty and low-minority concentration.

**PRIVACY RIGHTS *(24 CFR 5.230) The JCHA* requires that each family member above the age of 18 sign a HUD- 9886A form to authorize the release of certain information to the PHA on admission.**

At each annual or interim reexamination, The JCHA will determine if any family member turned 18 and has not yet signed the HUD-9886A form. Such a family member will be required to sign the appropriate form at the reexamination. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.

All information relating to a participant or applicant family is confidential. JCHA's policy regarding release of information is in accordance with Federal, State, and local laws, which may restrict the release of family information. JCHA staff will not discuss family information contained in its files unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action. JCHA has adopted a Confidentiality Policy with regard to information on drug and criminal activity.

In accordance with HUD requirements, the JCHA will furnish prospective owners with the family's current address as shown in JCHA records and, if known to the JCHA, the name and address of the landlord at the family's current and prior address. A statement of the JCHA's policy on release of information to prospective landlords will be included in the briefing packet provided to the family.

## J. JURISDICTION

The Jurisdiction of the JCHA is the City of Jersey City, New Jersey.

## K. MONITORING PROGRAM PERFORMANCE

The JCHA's policies, procedures, and tracking systems are designed to respond to the goals, objectives, and performance measures of HUD's Section 8 Management Assessment Program (SEMAP). To comply with HUD and other pertinent regulations, the JCHA will maintain records,

reports and other documentation for a period of time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to assess JCHA's operational procedures objectively and with accuracy.

Specifically, records and reports will be maintained for the purpose of complying with the following SEMAP performance measures:

- *Indicator 1.* The PHA has written policies in its administrative plan for selecting applicants from the waiting list, and the PHA follows these policies when selecting applicants for admission from the waiting list.
- *Indicator 2.* The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units.
- *Indicator 3.* At admission and reexamination, the PHA verifies and correctly determines adjusted annual income for each assisted family and, where the family is responsible for utilities under the lease, the PHA uses the appropriate utility allowances in determining gross rent.
- *Indicator 4.* The PHA maintains an up-to-date utility allowance schedule.
- *Indicator 5.* A PHA supervisor or other qualified person re-inspects a sample of units during the PHA fiscal year. The sample shall be based on the following calculation: 2000 units must have 30 quality control inspections completed and 1 additional inspection for each increment of 200 units over 2000.
- *Indicator 6.* Following each failed HQS unit inspection, any cited life-threatening HQS deficiencies are corrected within 24 hours and all other cited HQS deficiencies are corrected within 30 calendar days from the inspection or any PHA-approved extension.
- *Indicator 7.* The PHA has adopted and implemented a written policy to encourage participation by owners of units located outside areas of poverty or minority concentration.
- *Indicator 8. V*oucher payment standards do not exceed 110% of the FMR or HUD approved exception rent limit and are not less than 90% of the current FMR/exception rent limit, unless otherwise approved by HUD.
- *Indicator 9.* The PHA completes a reexamination for each participating family at least every twelve months.
- *Indicator 10.* The PHA correctly calculates tenant rent in the Certificate Program and the family's share of the rent to owner in the Voucher Program.
- *Indicator 11.* Newly leased units pass HQS inspection on or before the beginning date of the assisted lease and HAP contract.
- *Indicator 12.* The PHA inspects each unit under contract bi-annually.
- *Indicator 13.* The PHA executes HAP contracts on behalf of eligible families for the number of units under budget for at least one year.
- *Indicator 14.* The PHA has enrolled families in the FSS program as required and has made progress in supporting FSS as measured by the percentage of current FSS participants with escrow account balances.

In order to ensure quality control, supervisory staff or contract firms annually complete the following:

- Audit of five percent (5%) of recent annual reexamination files.

- Pursuant to Federal Register, Vol. 79 No. 122, dated June 25, 2014, a PHA will be allowed to conduct inspections at least biennially. If a unit has been inspected within 12 months prior to date of this Federal Register Notice, the JCHA will not have to re-inspect the unit for 24 months after the last inspection.

## L. ADMINISTRATIVE FEE RESERVE

JCHA will obtain Board of Commissioners approval for any use of the Administrative Fee Reserve. The JCHA will comply with all the objectives pursuant to funding availability.

# CHAPTER 2
# ELIGIBILITY FOR ADMISSIONS

## A. INTRODUCTION

This chapter defines both HUD's and JCHA's criteria for admission and denial of admission to the Program. The JCHA strives for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. Staff will review all information provided by the family carefully and without regard to factors other than those defined in this chapter. Families will be provided the opportunity to explain their circumstances, furnish additional information if needed and to receive an explanation of the basis for any decision made by JCHA pertaining to their eligibility.

## B. ELIGIBILITY FACTORS

To be eligible for participation, an applicant must meet HUD's criteria, as well as any permissible, additional criteria established by the JCHA. HUD eligibility criteria are:

1) Applicant must be a "family." *(See definition in Glossary)*
2) Household's annual income must be within the appropriate Income Limits as established by HUD. (Income Limits are updated annually)
3) All household members must furnish their Social Security Numbers, or certify that they do not have one.
4) Each member of the applicant household must certify to citizenship/eligible immigrant status.
5) Independent Student (See Definition pg. 19)
6) Persons evicted from public housing, Section 23 or any Section 8 Program for drug-related or criminal activity, are ineligible for a minimum of five years from the date of eviction. (See Chapter 5 "Denial of Assistance" and Chapter 16: "Termination of Assistance")
7) A family that has violated any family obligations under the Program listed in 24 CFR.551 during the past three (3) years is ineligible for participation.
8) A family is ineligible if any family member is subject to a lifetime registration requirement under a state sex offender registration program.
9) The family is ineligible if a family member is currently engaging in illegal use of a drug.
10) The family is ineligible if any household member 18 years of age or older refuses to sign or submit consent forms and provide appropriate income information.

*Note: In accordance with the Violence Against Women Act, the JCHA will not deny admission to any applicant on the basis that they are or have been a victim of domestic violence crimes if the applicant otherwise qualifies for assistance.* ***This applies to certain housing programs subsidized by HUD even where there is no lease. HUD funds many shelters, temporary housing, short-term supported housing, and safe havens, and no person is to be denied access to such facility or required to leave such facility solely on the basis that the person is or has been a victim under VAWA.***

**1. ELIGIBILITY FACTOR: FAMILY COMPOSITION**

The applicant must qualify as a Family. A Family may be a group of persons or a single person. When application is made, the applicant determines who "family" is. Discrimination on the basis of familial status is prohibited, and a group of persons may not be denied solely because members are not related by blood, marriage, or operation of law.

***Family - A group of persons may be:***

- Two or more persons who intend to share residency, whose income and resources are available to meet the family's needs, and who have a history as a family unit or show evidence of a stable family relationship.
- Two or more elderly or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides.
- A pregnant woman and her unborn child(ren).

A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other family members.

***A single person may be:***

- An elderly person.
- A displaced person.
- A person with a disability.
- Any "other single" person.

***Head of Household:***

The Head of Household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law.

***Spouse of Head:***

The Spouse of Head is defined as the marriage partner who, in order to dissolve the relationship would have to be divorced. The term "Spouse" does not apply to boyfriends, girlfriends, significant others, or co-head of household. (Common law marriage is not recognized in the State of New Jersey.)

***Co-Head of Household:***

An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a spouse or co-head but not both. A co-head never qualifies as a dependent.

***Dependent:***

A *dependent* is a family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the Head of Household, spouse, co-head, foster children/adults and live-in aides. Identifying each dependent in the family is important because each dependent qualifies the family for a deduction from annual income.

**Joint Custody of Dependents:**

Dependents who are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family 51 percent or more of the time or are otherwise designated by a Joint Parenting Agreement to the parent who maintains primary residence of the child or children. Individuals with joint custody arrangements entered into in a state other than New Jersey may be required to provide documentation of joint custody and/or evidence of the primary residence of a child or the children.

When more than one applicant or participant family is claiming the same dependents as family members, the family with primary custody and/or primary residence as set forth in a judgment or court decision at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the JCHA will make the determination based on available documents such as court orders, school enrollment records, benefit/subsidy records, or an IRS return showing which family has claimed the child for income tax purposes.

***Foster Children and Foster Adults:***

Foster adults are usually person with disabilities, unrelated to the tenant, who are unable to live alone.

Foster children and foster adults who are living with an applicant or assisted family are considered Household members but not family members. The income to take care of foster children/adults is not counted in family annual income, and foster children/adults do not qualify for a dependent deduction.

***Independent Students:***

An individual is enrolled at an institution of higher education (*i.e.,* student) is under the age of 24, is not a veteran, is unmarried and does not have a dependent child, is individually ineligible for assistance under section 8.

However, under HUD's 2006 supplementary guidance provided certain exceptions to the requirement that the eligibility of a student seeking section 8 assistance would be determined based on income eligibility for the assistance by both the student and the student's parents. HUD's 2006 supplementary guidance explained that a student, under the age of 24 who meets the additional criteria of Section 327, may still be income eligible for assistance in circumstances where the student can demonstrate independence from parents, where the student can demonstrate the absence of parents, or where an examination of the student's parents' income may not be relevant.

The ED's definition of ''independent student'', is: an individual that is 24 years of age or older by December 31 of the award year; b. The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age of older; c. The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence; d. The individual is a veteran of the Armed Forces of the United States (as defined in subsection (c) (1) of HEA) or is currently serving on active duty in the Armed Forces for other than training purposes; e. The individual is a graduate or professional student; f. The individual is a married individual; g. The individual has legal dependents other than a spouse; h. The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth

***Live-in Aide:***

A family may include a live-in aide provided that the live-in aide:

- Is determined by JCHA to be essential to the care and well-being of an elderly person, a near-elderly person, or a person with a disability. A near elderly person may be defined as someone at least 50 years of age;
- Is not obligated for the support of the person(s); and
- Would not be living in the unit except to provide care for the person(s) and does not have a right to the apartment or to the Section 8 rental assistance subsidy.
- Live-in aide will be required to sign a consent form allowing the JCHA to conduct a criminal background check in accordance with Chapter 5 of the JCHA Administrative Plan.

A live-in aide is treated differently than family members:

- Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits;
- Live-in aide is not subject to Non-Citizen Rule requirements; and
- Live-in aide will not be considered as a remaining member of the applicant or participant family.

A live-in aide may only reside in the unit with the prior written approval of the JCHA and owner. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker or case worker. The verification must specifically state that a live-in aide is essential for the daily care of the family member who is elderly, near-elderly or disabled.

Relatives are not automatically excluded from being live-in aides, but they must meet all the elements in the live-in aide definition described above.

The live-in aide's family members may not reside in the unit without prior approval from the JCHA and the owner. The presence of the live-in aide's family members must not overcrowd the unit. The live-in-aide's family does not have any right to the apartment or to the Section 8 rental assistance subsidy.

At any time, JCHA may refuse to approve a particular person as a live-in aide or may withdraw such approval if the person:

- Commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- Commits drug-related criminal activity or violent criminal activity;
- Currently owes rent or other amounts to the JCHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act; or
- Is found ineligible under the criteria indicated in Chapter 16 of this Plan.
- The person is subject to a lifetime registration requirement under a state sex offender registration program
- Any other reason allowed under HUD regulation.

**Split Households Prior to Voucher Issuance:**

When a family on the waiting list splits into two (or more) otherwise eligible families and the new families both claim the same placement on the waiting list, JCHA will make the decision as to which household should receive a subsidy taking into consideration the following factors:

- Which family unit retains the children or disabled or elderly member(s);
- Which family unit meets the highest priority local preferences;
- Any court or legal determination;
- Role of domestic violence in the split; and
- Recommendations of social service agencies or qualified professionals, such as children's protective services.

**Multiple Families in the Same Applicant Household:**

When a family, which consists of two or more families living together (such as a mother and father and a daughter with her own husband or children), applies for assistance, JCHA will treat the family as a single-family unit.

**Transfer of Applicant Status:**

In the case where a family applies for a Voucher and the Head of Household, Spouse or Co-Head of Household voluntarily withdraws from the application with prior JCHA approval, the remaining applicants and otherwise eligible family will be entitled to placement on the waiting list based on the original date of application.

- If the family member was not eighteen (18) years of age at the time the application was submitted, a new date of application will be given to reflect the date the family member attained the legal age of consent.

## 2. ELIGIBILITY FACTOR: INCOME LIMITATIONS

In order to be eligible for assistance, an applicant must be either a:

- Very low-income family, as defined by the very low-income limits published by HUD in the *Federal Register* for the Jersey City MSA; or
- Low-income family in any of the following categories:
  - Continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act Program within 60 days of Voucher issuance. Programs include Public Housing, all Section 8 Programs, and all Section 23 programs.
  - Physically displaced by rental rehabilitation activity under 24 CFR Part 511.
  - Non-purchasing family residing in a HOPE 1 or HOPE 2 project.
  - Non-purchasing family residing in a project subject to a homeownership program under 24 CFR 248.173.
  - Displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.101.

To determine if the family is income eligible, the JCHA compares the annual income of the family to the applicable income limit for the family's size. Families whose annual income exceeds the income limit will be denied admission, notified of the denial and offered an informal review.

In compliance with federal regulations, the JCHA will target 75% of all new admissions to the Housing Choice Voucher (Section 8) Program to families at or below 30% of median area income. Subsequently, the JCHA will target the remaining 25% of all new admissions to families within the 31% - 50% median area income range.

For initial lease-up, portability families must be within the very low-income limit for the jurisdiction in which they want to live.

## 3. ELIGIBILITY FACTOR: SOCIAL SECURITY NUMBERS *(24 CFR 5.216(g)(1)*

The JCHA requires that each family member prior to admission (except non-eligible family members in mixed families) provide their Social Security number (SSN) and proof that the SSN belongs to that person.
If a member of the family is unable to provide a Social Security card or other evidence of their SSN, the JCHA will accept a document stating the person's name and a declaration from the person stating:
1) why they cannot obtain their Social Security card and
2) what their SSN is

If the JCHA has accepted any declarations as evidence of a SSN, the JCHA will review the Failed SSA Identity Report monthly to quickly identify any participants whose identity is not verified.

Participant families will receive a 90-day period on a case-by-case basis if the JCHA determines that the family is unable to comply for reasons beyond their control.

For example, an applicant may be able to demonstrate timely submission of a request for an SSN, in which case processing time would be the cause of the delay. If the applicant family does not produce the required documentation within the authorized time period, the PHA or processing entity must impose appropriate penalties, in accordance with 24 CFR 5.218.

Family members who have not been issued a Social Security Number must certify to this fact. Guardians or another adult family member must certify for children under the age of 18. Failure to furnish verification of social security numbers or certify that no number has been issued is grounds for denial or termination of assistance.

The JCHA will grant one additional 90-day extension if needed for reasons beyond the applicant's control, such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency approved by JCHA.

While the JCHA is awaiting disclosure and documentation of the SSN, the child will be counted as part of the assisted household, and the JCHA will generate an ALT ID in the Public and Indian Housing Information Center (PIC). The ALT ID will be deleted within 30 calendar days of receipt of the SSN.

If a participant or any member of the household has been assigned a new SSN, it must be submitted at the time of receipt of the SSN, at the next interim or regular reexamination or recertification, or at an earlier time specified by the PHA, along with the documentation necessary for verification in order for the participant to remain eligible.
If a participant or any member of the household has been assigned a new SSN, it must be submitted at the time of the interim or regular reexamination, whichever comes first.

The PHA must deny assistance to an applicant family if they do not meet the SSN disclosure, documentation and verification, and certification requirements contained in 24 CFR 5.216.

**4. ELIGIBILITY FACTOR: CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS**

In order to receive assistance, a family member must be a U.S. Citizen or have legal immigrant status. Individuals who are neither may elect not to declare their status. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD. Individuals claiming eligible immigration status must present appropriate immigration documents, which must be verified through the Immigration and Naturalization Service (INS).

All family members are required to provide verification of a Social Security Number. These requirements do not apply to non-citizens who do not contend eligible immigration status.

The citizenship and eligible immigration status of each member of the family is considered individually before the family's eligibility is determined. Families including ineligible members may be classified as mixed families or as ineligible families.

***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 families." Mixed families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

***Ineligible Families*:** Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for an informal hearing.

***Non-citizen students*:** are not eligible for assistance. A non-citizen student is a person admitted to this country temporarily solely for the purpose of pursuing a course of study who has a residence in another country that the person has no intention of abandoning.

***Appeals:*** Individuals whose eligible immigration status cannot be verified through the INS may appeal to the INS. An applicant who is denied Section 8 eligibility due to ineligible immigration status is entitled to an informal review.

## C. SUITABILITY OF FAMILY

JCHA may take into consideration any of the grounds for denial of admission identified in Chapter 5 and Chapter 16 of this Administrative Plan but will not otherwise screen for factors which relate to the suitability of the applicant family as participants. It is the responsibility of the owner to screen the applicant as to their suitability for tenancy.

JCHA will advise families how to file a Fair Housing complaint, if they believe that the owner has discriminated against them. JCHA may also report the owner to HUD's Office of Fair Housing/Equal Opportunity or the local fair housing organization.

## D. CHANGES IN ELIGIBILITY PRIOR TO ISSUANCE

Changes that occur during the period between placement on the waiting list and issuance of a Voucher may affect the family's eligibility or Total Tenant Payment. If applicants are found to be ineligible, they will be notified in writing of their ineligible status and their right to an informal review.

## E. NOTIFICATION TO INELIGIBLE FAMILIES

Applicants who are determined to be ineligible will be notified in writing of the reason for denial of assistance. This notification will include the opportunity to request in writing, within 14 days of notification, an informal review (or an informal hearing if they were denied due to noncitizen status) pursuant to the following. See Chapter 19 for information about reviews and hearings.

| Informal Reviews Required | Informal Reviews Not Required |
|---|---|
| Decisions Concerning:<br>Listing on PHA's Waiting List<br>Certificate or Voucher Issuance<br>Participation in Program<br>Any Type of Preference | Unit Size under PHA's Subsidy Standards<br>Rejection of Units that fail HQS or are not in accordance with Family Size<br>Disapproval of Owner's Lease<br>Refusal to Extend Voucher<br>General Policy Issues or Class Grievances<br>Discretionary Administrative Determinations by PHA |

# CHAPTER 3
# APPLYING FOR ADMISSION

## A. INTRODUCTION

JCHA maintains a waiting list for the Housing Choice Voucher (Section 8) Programs. The policy of JCHA is to ensure that all families who express an interest in the Section 8 Program are given an equal opportunity to apply and are treated in a fair and consistent manner. Chapter 3 describes the policies and procedures for opening and closing the waiting list, completing an application for assistance, placement and denial of placement on the waiting list, maintaining the waiting list, and limitations on whom may apply.

## B. OPENING AND CLOSING THE WAITING LIST

As needed, JCHA will open the waiting list by advertising through public notice in local newspapers, minority media, on the JCHA website and with service agencies. The JCHA will communicate the status of housing availability to other service providers in the community, such as agencies serving individuals with special needs, and advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance. The JCHA will continuously monitor and evaluate outreach activities to ensure that information reaches the widest possible audience for which applications are being accepted. The notice will contain:

- Dates, times and locations where families may apply
- Programs for which applications will be taken
- Brief description of the program(s)
- Limitations, if any, on whom may apply
- JCHA address, telephone number and business hours

The notices will provide potential applicants with information regarding how to apply online at jerseycityha.myhousing.com/account/login, information on eligibility requirements, and the availability of local preferences. Upon written request from a person with a disability (determined on a case-by-case basis), additional time may be given as an accommodation for submission of an application after the closing deadline.

If the Housing Choice Voucher (Section 8) waiting list is open when a person applies for public housing, JCHA must offer to place the family on both lists. If the public housing waiting list is open at the time an applicant applies for Housing Choice Voucher (Section 8), the JCHA must offer to place the family on the public housing waiting list.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next 24 months. In evaluating whether to close its Section 8 waiting list, JCHA will consider the expected number of Vouchers to be issued per year, the number of current applicants and the anticipated waiting time.

## C. APPLICATION

The JCHA will utilize a paper or electronic application form. The information is to be filled out by the applicant whenever possible. The application will contain, but is not limited to questions designed to obtain the following information:

- Names and ages of all members;
- Sex and relationship of all members;
- Street address and phone numbers;
- Mailing address (if P.O. Box or other address);
- Email address if available;
- Amount(s) and source(s) of income received by household members;
- Information regarding disabilities to determine qualifications for allowances and deductions;
- Information related to qualification for preferences;
- Social Security Numbers;
- Race/ethnicity; and
- Request for specific accommodation needed to fully utilize program and services.

JCHA will inform all applicants about available preferences and give each applicant an opportunity to document preference eligibility.

Duplicate applications will not be accepted.

Applications will not require an interview. The information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when it is imminent that the JCHA will be able to offer a Housing Choice Voucher (Section 8) within a reasonable amount of time.

## D. APPLICANT STATUS WHILE ON THE WAITING LIST

The family determined to be prospectively ELIGIBLE can access their application status by registering an account in the Applicant Portal at jerseycityha.myhousing.com/account/login. The family will also be able to see the date and time of their placement on the waiting list and prospective preference.

If an applicant is determined to be ineligible, he/she will be notified that their application was not successful, of the determination and the reasons for ineligibility, and informed of their right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation. (*See Chapter 19 "Complaints and Appeals")*

## E. MAINTAINING AND PURGING THE WAITING LIST

Applicants are required to inform the JCHA of changes in circumstances while on the waiting list. These may include changes in address, family composition, or preference status. The changes must

be submitted by logging into their account in the Applicant Portal, via email to applicantselection@jcha.us, or in writing to the JCHA Applicant Selection Department.

Applicants are also required to respond to requests from the JCHA to update information on their applications and to determine their continued interest in and need for assistance. Failure to provide information or to respond to two (2) JCHA mailings that request updated information will result in the applicant being removed from the waiting list.

## F. WAITING LIST SELECTION

When funding is available, applicants will be selected from the waiting list according to date and time of application, income targeting requirements and preference category, regardless of family size. When there is insufficient funding available for the family at the top of the list, the JCHA will not admit any other applicant until funding is available for the first applicant.

The JCHA will maintain information that permits proper selection from the waiting list. The waiting list contains, but is not limited to, the following information for each applicant listed:

- Applicant Name
- Family Unit Size (number of bedrooms family qualifies for under JCHA Section 8 subsidy standards)
- Date and time of application
- Qualification for any local preference
- Income Information
- Racial or ethnic designation of the head of household

The active application will be a permanent file. All applicants in the pool will be maintained by date and time of application.

## G. ELIGIBILITY DETERMINATION

***Applicant Interview and Completion of Full Application:***
All preferences claimed on the application or as a result of any updates to the application will be verified after the applicant is selected from the waiting list and prior to completing the full application. The qualification for preference must exist at the time the preference is claimed and at the time of verification, since claim of a preference determines selection from the waiting list.

When an applicant is selected from the waiting list, the JCHA schedules an interview to complete or update the application, discuss the family's circumstances in greater detail, clarify information that has been provided by the family, and ensure that the information is complete. The interview, which must be attended by the head of household and spouse or co-head, is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process. During the interview, applicants will be required to complete and sign a new application and certify that all information is complete and accurate.

If the applicant fails to show up for the interview, the applicant must reschedule the interview within seven days. If the applicant misses two scheduled interviews, JCHA will remove the applicant from the waiting list. Reasonable accommodation will be made, upon written request and to the extent feasible, for persons with a disability or elderly persons.

The head of household, spouse, co-head and all members aged 18 and over are required to complete a consent form allowing the JCHA to conduct a criminal background check. The JCHA also conducts a cross-check with Public Housing, Section 8 and Project-based Programs, etc., to determine previous evictions or outstanding rent monies owed.

All adult members must sign Form HUD-9886, Authorization for the Release of Information, the declarations and consents related to citizenship or immigration status and any other documents required by the JCHA. Applicants will be required to sign verification forms for information that is not covered by Form HUD-9886. Failure to do so will be cause for denial of assistance.

The executed Form HUD-9886 will remain effective until the family is denied assistance, the assistance is terminated, or the family provides written notification to the JCHA to revoke consent. **[24 CFR 5.230(c)(5)(iii)].**

Note: Families who revoke consent by notice to the JCHA, will prompt the JCHA to begin the process of termination or deny assistance. **[24 CFR 5.232(c)]**

If the JCHA determines at or after the interview that additional information or document(s) are needed, the JCHA will request the document(s) or information in writing. The family will be given 14 days to supply the information. If the information is not supplied in this time period, the JCHA will remove the applicant from the waiting list.

***Verification:***

Information provided by the applicant will be verified, using the verification procedures in Chapter 8. Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent calculation factors, and other pertinent information will be verified. Verifications may not be more than 60 days old at the time a Voucher is issued. (*See Chapter 8, Verification Procedures)*

***Final Determination and Notification of Eligibility:***

After the verification process is completed, the JCHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the JCHA, and the current eligibility criteria in effect. The JCHA will notify the family in writing as to their eligibility for the Section 8 Program. If the family is determined to be eligible, the JCHA will schedule a briefing. During the briefing, the applicant is issued a Voucher and the informational packet is provided and reviewed. If the applicant is determined ineligible, the applicant has the opportunity to request in writing an informal review within 14 days of the notification.

***Removal from the Waiting List:***

*Applicants shall be removed from the waiting list for the following reasons:*

- Failure to respond to two (2) JCHA written communications regarding failure to comply with application update, applicant interview, and applicant briefing requirements. If a letter is returned by the Post Office without a forwarding address, or unclaimed, the applicant will be removed without further notice, and the envelope will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.

- Refusal to accept the offer of a Housing Choice Voucher (Section 8).
- Determined ineligible.
- If the applicant falsifies documents or makes false statements with regard to their application in order to qualify for any preference, they will be removed from the waiting list.
- Applicant requests removal

It is the sole discretion of the JCHA to review, on a case-by-case basis, whether an applicant will be required to re-apply for Section 8 assistance or is entitled to reinstatement with their original date of application.

## H. APPLICANT PORTAL

The JCHA encourages applicants to use the JCHA Applicant Portal, a fast and easy way for applicants to access and manage their information. This web-based system allows applicants on JCHA waiting lists to review their profiles, update information, and check their status online, at any time. Applicants need to create an account by registering at the following link: https://housing.jerseycityha.org/.

# CHAPTER 4
# WAITING LIST PREFERENCES

## A. INTRODUCTION

It is the JCHA's objective to ensure that families are placed in the proper order on the waiting list and selected from the waiting list for admissions in accordance with the policies in this Administrative Plan. Applications will be assigned a random lottery number using a computerized random selection process performed by a third-party vendor up to a pre-determined number of applications. This means it is possible that not all those who apply will be selected. If the applicant is not selected the first time, the applicant will be able to reapply when the Waiting List opens at a later date. The JCHA's preferences and policies are intended to:

- Provide housing assistance to eligible families and elderly households being displaced by public actions or who are victims of domestic violence.
- Provide housing assistance to families who are working toward self-sufficiency through employment, training, educational initiatives and/or other supportive services.
- Ensure that JCHA housing assistance provided under the Section 8 Program is reflective of the existing population in terms of economic income mixing and household diversity.
- Ensure that assistance is provided to eligible families and that receipt of such assistance is consistent with local housing needs and the City's Consolidated Plan.

## B. INCOME TARGETING

ELI families are defined as extremely low-income families whose income does not exceed the highest of 30 percent of the area median income or the federal poverty level.

In some communities with very low median incomes, the federal poverty level may equal or exceed the very low-income (VLI) limit for some or all household sizes. In general, a VLI family is defined as a family whose income does not exceed 50 percent of the area median income.) In these relatively rare instances, the ELI limit is set at the VLI limit, and consequently any family whose income meets the VLI limit also qualifies as an ELI family.

## C. WAITING LIST RANKING POSITION

Once each application has been assigned a random lottery number, the waiting list will be ranked by Preference. Applicants will be contacted in accordance with the Preference rankings so that the JCHA can verify eligibility for the HCV Program and the Preference. Therefore, it is possible for an applicant to have a higher lottery number but be selected sooner than an applicant with a lower lottery number because they have a Preference that gives him or her priority.

If the JCHA determines that the applicant does not meet the requirement of the Preference definition as provided below, the applicant will be placed back on the waiting list in original lottery number position. The JCHA will continue to select applicants from the waiting list, as described above, until all of the Preference rankings have been exhausted. Once this occurs, the JCHA will select applicants based solely upon the lottery number.

## D. PREFERENCES – HOUSING CHOICE VOUCHER PROGRAM

The JCHA will select applicants pursuant to the annual admissions and income targeting requirements, date and time of application, and those who meet the qualifications for the following Preferences; with first preference given to those applicants who meet Preference #1, and then sequentially thereafter, with each numerical Preference being exhausted before proceeding to the next numerical Preference, with the exception of the Income Targeting requirement in which 75% of families must be 0% - 30% median income range and 25% of families must be within the 31% - 50% median income range.
The following Preferences apply to applicants on the JCHA's Housing Choice Voucher (Section 8) Program waiting lists:

**Preference 1: JCHA Residents Relocated as a Result of Modernization/Revitalization activities or Other JC Families Displaced by Redevelopment Activities**

- Families residing in a JCHA public housing development who are notified by JCHA that they must relocate due to the initiation of Revitalization activity or that they must relocate due to modernization activity, homeownership activity, and/or management issues;
- Jersey City families who will be involuntarily displaced in connection with public improvement or development programs within no more than 6 months from the date of preference status certification as documented by the agency administering the City's relocation activities. A Jersey City resident is defined as a person who either lives, works or has been hired to work in Jersey City.

**Preference 2: JCHA Resident/Victim Witness or Victim of Domestic Violence or JC Graduates of a HUD-Approved Transitional Housing Program**

- The family must be a JCHA resident and a person who witnessed a crime and provides information or testimony on criminal activity to a law enforcement agency, and based on a threat assessment, the law enforcement agency recommends re-housing the family to avoid reprisals. Victims of domestic violence must be a JCHA resident who confronted actual or threatened physical violence of a continuing nature directed against them or an affiliated individual of the resident
- By a spouse or other household member who lives in the unit with the family. The abuser must still reside in the apartment from which the victim is displaced. The JCHA resident must certify that the abuser will not live with them unless JCHA gives prior written approval.
- Graduates of transitional housing are Jersey City families who are moving from HUD-approved transitional housing program or a Continuum of Care program designed to provide temporary living accommodations and supportive services that promote self-sufficiency. The family must have successfully completed the program ("graduated") as certified by the Program Director.

**Preference 3: Emergency Housing Voucher (EHV) Families**

Families whose EHV assistance is expiring and who would be at risk of losing housing will be transitioned to the Housing Choice Voucher Program.

**Preference 4: Foster Youth to Independence Program Graduates**

**Foster Youth to Independence (FYI) Program participants that are in good standing at the time of the 36-month completion of the FYI program may be eligible to transition to a regular housing choice program (contingent on availability of funding). The JCHA will create a waiting list for this program.**

**The FYI Program makes HCV assistance available to youth at least 18 years and not more than 24 years of age (have not reached their 25th birthday), who (1) left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in Section 475(5)(H) of the Social Security Act, and (2) are homeless or are at risk of becoming homeless at age 16 or older. JCHA will accept referrals for FYI assistance from PCWA.**

**Preference 5: Jersey City Residents who are Veterans and whose income is within the *Income Target Mix**

To qualify for this Preference, the applicant must be a Jersey City resident who is a veteran. A Veteran is defined as having completed at least 90 days of active duty (except if discharged earlier for service-related disability) in the U.S. Armed Forces and has a discharge other than dishonorable. Veteran status extends to spouses, widows, widowers and parents of the military killed during a time of war and certain seaman who served in active, Ocean-going service from 12/7/41 to 8/15/45 (definition provided by the N.J. Department of Military and Veterans Affairs).

*Income Targeting requirement in which 75% of families must be 0% - 30% median income range and 25% of families must be within the 31% - 50% median income range.

**Preference 6: Any Jersey City Resident**

- A JC resident is defined as an applicant who either lives, works or has been hired to work in Jersey City. The Income Targeting requirement does apply to this Preference.

**Preference 7: Housing Opportunities for Persons with AIDS (HOPWA)**

**The Housing Opportunities for Persons with AIDS (HOPWA) program provides housing assistance and supportive services to low-income individuals and families affected by HIV/AIDS. Administered by the U.S. Department of Housing and Urban Development (HUD).**

**The JCHA establishes a local preference for HOPWA applicants who must meet the following requirements:**

- **Applicants must be eligible for admission to the Housing Choice Voucher Program under RAD in accordance with HUD regulations and JCHA's Admin Plan.**

- **Applicants must be referred to the JCHA by an approved HOPWA service provider.**
- **Verification of HOPWA referral must be provided at the time of application.**

**HOPWA service providers are responsible for confirming that applicants meet HOPWA eligibility requirements prior to referral. The referral letter must include:**

- **The applicant's name and household composition.**
- **Confirmation of the applicant's current enrollment and good standing in a HOPWA-funded program.**
- **The name and contact information of the referring HOPWA caseworker or program administrator.**

**Preference 8: Other**

- This Preference refers to Non-Jersey City residents and other categories of applicants. The Income Targeting requirement does apply to this Preference.
- Families who are terminated from the Program due to the cut in federal funding will be eligible to obtain a unit in Public Housing.

*Note: Within the aforementioned preferences, Families will have priority over single persons and single persons who are elderly or have a disability will be selected before single persons who are not elderly or who are not disabled.*

## E. CHANGE IN CIRCUMSTANCES

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify the JCHA in writing when their circumstances change.

When an applicant claims an additional preference, s/he will be placed on the waiting list in order by the newly claimed preference and the original date and time of application.

Applicants will be able to check their status on the waiting list via the Applicant Portal. Applicant Portal is a fast and easy way for applicants to access and manage their information. This web-based system will allow applicants on JCHA waiting lists to review their profiles, update information, and check their status online, at any time. Applicants need to create an account by registering at the following link https://jerseycityha.myhousing.com/Account/Login

## F. FINAL VERIFICATION OF PREFERENCES

Preference information on applicants will be updated as applicants are selected from the waiting list. At that time, the JCHA will obtain necessary verification of preferences at the interview and by third party. Public housing residents will receive a preference based on their current housing status/need.

Applicants must update their income and household status annually. If the JCHA is unable to contact an applicant after two (2) written attempts, the applicant will be removed from the waiting list.

If the JCHA denies a preference, the JCHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal review. If the preference denial is upheld as a result of the review, or the applicant does not request a review, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

If the applicant falsifies documents or makes false statements with regard to their application in order to qualify for any preference, they will be removed from the waiting list.

## G. SPECIAL ADMISSIONS

If HUD awards the JCHA funding that is targeted for special populations or circumstances, the JCHA will admit these families under a Special Admission procedure[1]. Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to currently be on the existing Program waiting list. The JCHA maintains separate records of these admissions.

The following are examples of types of Program funding that may be designated by HUD for special populations or circumstances:

- Families residing in developments that have been approved under the Rental Assistance Demonstration (RAD) Program. RAD is a central part of the Department's rental housing preservation strategy which works to preserve the nation's stock of deeply affordable rental housing, promote efficiency within and among HUD programs and build strong, stable communities.
- A family displaced because of demolition or disposition of a public or Indian housing project;
- A family residing in a multi-family rental housing project when HUD sells, forecloses or demolishes the project;
- For housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990;
- A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and
- A family who is certified by the N.J. Department of Children and Families Division of Child Protection and Permanency (DCP&P) as "at-risk" families for whom the lack of adequate housing is a contributing factor.Participants of a HUD Continuum of Care (COC) grant or other HUD-approved, specially targeted grants under the Housing Choice Voucher (Section 8) Program.

[1] For example, the JCHA was given Certificates specifically for elderly residents of 135 Montgomery Street under this provision of Special Admissions. ***These certificates have been converted to Housing Choice Vouchers***.

- Eligible families residing in a JCHA Project-Based Section 8 unit under the Project-Based Voucher Program (see Chapter 22 for details), and Moderate Rehabilitation Single Room Occupancy (SRO) dwellings for homeless individuals.
- A non-purchasing family residing in a HOPE 1 or HOPE 2 project.
- Vouchers will be issued under the different criteria based on funding availability.
- A family whose head, co-head, spouse or sole member is at least 62 years of age and is a person with disabilities;
- Two or more persons living together, one of whom is at least 62 years of age and is a person with disabilities; or
- One or more persons living together, one of whom is at least 62 years of age, a person with disabilities, and living with one or more live-in aides.
- Families residing in developments that have been approved under the Rental Assistance Demonstration (RAD) Program.

## H. ENHANCED VOUCHERS

Enhanced vouchers are used to preserve housing units that might otherwise be lost due to housing conversion actions such as mortgage prepayments, project-based opt- outs, HUD enforcement actions, and HUD property disposition. The assistance only applies if the enhanced voucher holder stays in the conversion project. If the family moves outside the development, the voucher reverts to a regular voucher and the regular program rules and payment standards apply.

Some aspects of the enhanced voucher program are highlighted below. All other conditions are governed by the regular HCV program rules and regulations.

***Selection:***

In a housing conversion action, HUD provides vouchers to assist those families affected by a housing conversion, decoupling.

***Eligibility*:**

Only families residing in the project at the time of conversion are eligible for enhanced voucher assistance. In order to receive assistance in the PHA's enhanced voucher program, family annual income cannot exceed 95% of area median income (AMI) as determined by HUD. The family must be income eligible at the time of conversion. For eligibility purposes, time of conversion or decoupling is the effective date of prepayment or voluntary termination of mortgage or refinancing insurance.

If a resident family's income is greater than 95% of AMI at the time of conversion, the family is not eligible for an enhanced voucher even if the family's situation later changes.

Generally speaking, a family residing in a unit at the time of conversion has one year from the date of the conversion to apply for a Housing Choice Voucher. However, the PHA reserves the right to set deadlines either prior to or beyond the one-year anniversary date in consideration of funding issues. For example, if the PHA can reasonably predict that either insufficient funding or unit month

allocation exists for a given funding year, the PHA may deny applicants before the one-year deadline. Conversely, if the PHA can reasonably predict that it will not meet its utilization goals by the end of the funding year, the PHA may extend the deadline beyond the year. In all cases, it is the responsibility of the applicant to prove that he or she was income-eligible and residing at the development at the time of conversion.

***Vouchers*:**

Voucher bedroom sizes are based on the PHA's subsidy standards, regardless of the actual occupied unit. Changes in family composition and succession of family members in enhanced conversion projects will be governed by the same rules that apply to the regular housing choice voucher program.

***Mobility:***

Since enhanced vouchers are tenant-based assistance, voucher holders may move as soon as they receive a voucher. Families may move to another unit in the project, outside the project, or outside the PHA's jurisdiction under portability. If a family moves from the conversion project, the regular payment standard for the jurisdiction applies to the voucher.

***Lease Up:***

A PHA may not approve any temporary or short-term leases between the family and the owner. The initial lease term must be for at least one year unless the PHA has determined for the housing choice voucher program that a shorter term would improve housing opportunities for the tenant and such shorter term is the prevailing local market practice.

***Payment Standard:***

For eligible families that remain in the conversion project, the enhanced voucher payment standard equals the approved gross rent of the occupied unit (subject to rent reasonableness determinations). The gross rent is equal to the rent the tenant pays to the owner plus any tenant-paid utility allowance where tenants are responsible for payment of utilities. The regular PHA payment standard does not apply.

***Housing Assistance Payments (HAP):***

The HAP contract may not begin before the effective date of the rent increase (60 days after the conversion date).

If a family is income eligible at the time of conversion but is in a zero subsidy situation because the total tenant payment is greater than or equal to gross rent, then the PHA must keep a record of family eligibility and inform the family that should their income decrease or the family's rent increase within three years of the conversion date, it is the family's responsibility to contact the PHA. At such time, the PHA may execute a HAP contract as long as all other program requirements are met.

***Tenant Share—Enhanced Minimum Housing Payments:***

Families with enhanced assistance remaining in the conversion project must pay *the greater of* 30% of their income *or* the amount they were paying toward housing payments (rent plus utilities, if applicable) at the time of conversion, even if it exceeds 40% of the family's adjusted monthly income. Families previously receiving project- based or tenant-based assistance must pay at least their past total tenant payment. The enhanced minimum rent only applies if the family remains in the conversion project. If a family becomes responsible for paying for their own utilities *after* the conversion date,

the PHA's utility allowance in effect at the time the family assumed responsibility for utility payments will be counted toward their minimum payment, such that their monthly housing payment (rent plus tenant-paid utilities) is still the greater of 30% of their income or the amount they were paying prior to conversion.

The method for calculating the minimum rent changes if the family's income subsequently decreases to a significant extent (15% or more) from the family's gross income on the effective date of the eligibility event. In this instance, the family share will be recalculated so the family pays 30% of monthly adjusted income or the percentage of monthly adjusted income actually paid at the time of conversion, whichever is greater. This percentage of income will remain as the family's enhanced voucher minimum rent regardless of subsequent changes in income.

***Right:***

According to federal law, "a family that receives an enhanced voucher has the right to remain in the project as long as the units are used for rental housing and are otherwise eligible for housing choice voucher assistance. The owner may not terminate the tenancy of a family that exercises its right to remain except for a serious or repeated lease violation or other good cause. If an owner refuses to honor the family's right to remain, the family may exercise any judicial remedy that is available under State and/or local law."

***Over-housed Families:***

A family is "over-housed" if the size of the actual unit occupied exceeds the bedroom size listed on the family's voucher. Over-housed families (at the time of conversion or at any time afterwards) must move to an appropriate size unit in the conversion project if one is available. If no appropriate size unit is available in the project, the PHA may execute a HAP contract for the oversized unit. The payment standard will be the gross rent of the oversized unit, and the PHA will advise the family that the enhanced subsidy based on the oversized unit's rent will be paid up until an appropriate size unit becomes available in the building.

If the family finds an appropriate size unit in the project, the payment standard will equal the gross rent of the new, appropriate size unit. However, if an over-housed family refuses an appropriate size unit that is offered them within the development, the PHA will calculate the family's housing assistance payment for the oversized unit based on the applicable payment standards. The participant will be responsible for any amount of the gross rent not covered by the housing assistance payment. Owners of Enhanced Developments are required to report vacancies as they occur. Available vacant units must first be offered to households that are currently over-housed. On a quarterly basis, the PHA will request updated rent rolls from owners. Failure to submit timely rent rolls will deem the owner non-compliant with program requirements.

In the case of a single household participant living in an oversized unit, s/he may not refuse a studio apartment that becomes available in the development. If an over-housed single household participant refuses an available studio unit within the development, the PHA will proceed to calculate payment for the oversized unit based on the applicable studio payment standard. The participant will be responsible for any amount of the gross rent not covered by the housing assistance payment.

Exceptions to the rules on over-housed families may be granted on the basis of age, threat to physical or mental health, and medical conditions. The standards for appropriate documentation will be the same as indicated in related sections in the

Administrative Plan, unless determined otherwise by the Assistant Commissioner. Any exception must be approved by an HPD employee at the Director level or higher**.**

***Rent Increases:***

Rent increases are governed by the terms of the lease and any applicable state or local laws. In addition, the owner is not permitted to increase the rent for at least 60 days from the conversion date. If the rent is increased for an enhanced voucher family, the PHA will increase the payment standard to equal the new gross rent (see Chapter 12: Rent Reasonableness Determinations).

## I. TARGETED FUNDING

When HUD awards special funding for certain family types or specific eligibility criteria, families who qualify are selected from the existing waiting list. Additionally, applicants who meet specific program criteria will be allowed to submit an application, notwithstanding if the waiting list is closed (with the exception of the Mainstream wait list which closed May 1, 2007). Assistance is offered to the first (based on date of application) eligible family on the waiting list meeting the targeted funding criteria and upon turnover, the JCHA will reissue vouchers to the specific "Targeted" Program. JCHA currently administers the following "Targeted" Programs:

***Family Unification Program (FUP)***:

Vouchers will be issued to families certified by the N.J. Department of Children and Families Division of Child Protection and Permanency (DCP&P) as "at-risk" families for whom the lack of adequate housing is a contributing factor:

- In the imminent displacement of the family's children to out-of-home care; or
- To reunifying children already in out-of-home care with the family; or
- To the family's status as a "separated" family.
- In cases where families have not yet been reunified by their last year's recertification, the voucher will be reduced based on the family's current composition. The family will be eligible to remain on the program provided that the family is reunified within the next three (3) to six (6) months following their recertification. Families that do not meet this criteria will be reviewed on a case by case basis and may request a waiver.

President Obama signed the Housing Opportunity Through Modernization Act of 2016 (HOTMA) into law (Public Law 114-201) on **July 29, 2016.**

- This new law updates the U.S. Housing Act of 1937, including changes to the Family Unification Program (FUP) for children aging out of foster care (section 110). The following reforms are **effective immediately without further regulatory action from HUD**
- Increases the length of assistance from 18 to 36 months. **This change applies to youth currently receiving FUP assistance as well as any new participants.**
- Increases the maximum age of eligibility from 21 to 24 years old.
- PHA's will also be able to Project Base FUP vouchers
- Demonstration with FSS and FUP to allows the aging out youth to qualify for housing assistance for 5 years as opposed to the 36 months.

- Requires HUD to issue guidance, which is currently being developing, to improve coordination between PHAs and public child welfare agencies.

***Mainstream Program for the Disabled:***

Under the Mainstream Program, Vouchers will be issued to persons who have disabilities, including persons with physical or developmental disabilities or chronic mental illness and disabled families. The number of households assisted under the Mainstream Program will depend on the number of subsidies JCHA has received from HUD for the Program. The term "disabled family" may include two or more persons with disabilities living together, and one or more persons with disabilities living with one or more live-in aides. A disabled family may also include an elderly person with a disability.

***Mainstream Program for the Disabled:***

Applicants for the Mainstream Program are drawn from the existing waiting list when Mainstream Housing Vouchers are available. The following local preferences apply to the selection of families for receipt of a Mainstream Housing Voucher.

***Mainstream Ranking Preferences:***

Mainstream applicants within each of the Mainstream preference categories will be selected as follows:

- Jersey City Residents will be selected before non-residents; and,
- Veteran Status will be selected before non-veterans.

**Mainstream Preference 1: Disabled Family Residing in an Inaccessible Unit**

This preference applies when a family member (head, co-head, spouse, sole member, or elderly person) has a physical disability that makes the person unable to use critical elements of the unit and the owner is not legally obligated to make the necessary modifications as a reasonable accommodation to a person with disabilities.

**Mainstream Preference 2: Elderly/Disabled Family**

An elderly/disabled family is defined as:

- A family whose head, co-head, spouse or sole member is at least 62 years of age and is a person with disabilities;
- Two or more persons living together, one of whom is at least 62 years of age and is a person with disabilities; or
- One or more persons living together, one of whom is at least 62 years of age, a person with disabilities, and living with one or more live-in aides.

**Mainstream Preference 3: Disabled Family**

A disabled family is defined as:

- A family whose head, co-head, spouse, or sole member is a person with disabilities;
- Two or more persons with disabilities; or
- One or more persons with disabilities living with one of more live-in aides.

***Section 811 Mainstream Housing Choice Vouchers:***

The Section 811 Mainstream Housing Choice Vouchers provide funding to assist non-elderly persons with disabilities and their families who are:

- Transitioning out of institutional or other segregated setting,
- At serious risk of institutionalization,
- Homeless, or
- At risk of becoming homeless
- Eligible persons who previously experienced homelessness and are currently a client in a permanent supportive housing or rapid rehousing project.

Non-elderly person with disability must be at least 18 years of age and less than 62 years of age. The eligible household member does not need to be the head of household. Eligibility for the voucher is determined at the time the voucher is first issued to the family. Non-elderly persons with disabilities who turn 62 after receiving their voucher will not lose assistance.

The JCHA will allow recipients of these vouchers to port prior to leasing up in the Jersey City jurisdiction.

The Section 811 Mainstream Housing Choice Voucher Program helps further the goals of the Americans with Disabilities Act (ADA) by helping persons with disabilities live in a more integrated setting.

The JCHA has partnered with various community organizations to assist with supportive services to enable individuals to live independently in the community.

**Program Results -** The JCHA has instituted a centralized tracking system used with the partner agencies, allowing both the PHA and partner organizations to access the required metrics electronically.

***Non-elderly disabled persons with disabilities in support of designated housing plan (NEDPDDHP):***

Under the NEDPDDHP vouchers will be issued to Non-Elderly Disabled households who live in Public Housing that have been designated for occupancy by the elderly only or disabled families who are on the PHA's public housing waiting list may receive a rental voucher in conjunction with a designated housing allocation plan approved by HUD.

***Non-elderly persons with disabilities program:***

Under the NEDP, vouchers will be issued to non-elderly persons with disabilities who are currently on the Public Housing waiting list.

***HUD VASH Vouchers:***

Vouchers will be issued to Families certified by the VA Medical Center as Homeless Veterans. All regulatory requirements and HUD directives regarding the HCV tenant-based program are applicable to HUD-VASH vouchers, including the use of all HUD-required contracts and other forms. Per HUD's

regulation, the JCHA has set the income eligibility for the VASH Program at 80% AMI. The JCHA will comply with all VASH requirements listed under Federal Register/Vol. 73, No. 88 which states the following:

a. **Family Eligibility and Selection** – HUD-VASH eligible families are homeless veterans

b. **Income Eligibility** – The PHA must determine income eligibility for HUD-VASH families in accordance with 24 CFR 982.201.

c. **Initial Term of the HCV** – HUD VASH Vouchers will have an initial search term of at least 120 days. Any extensions, suspensions applied will be followed by the same guidelines as the HCV holders.

d. **Initial Lease Term** – To provide a greater range of housing opportunities for HUD-VASH voucher holders, initial leases may be less than 12 months; therefore, both section 8(o)(7)(A) of the USHA of 1937 42 U.S.C. 1437f(o)(7)(A), and 24 CFR 982.309(a)(2)(ii) are waived.

e. **Ineligible Housing** – HUD VASH families will be permitted to live on the grounds of a VAMC in units owned by the VA, therefore, 24 CFR 982.352(a)(5), which prohibits units on the grounds of a medical, mental, or similar public or private institution, is waived for that purpose only.

f. **Mobility and Portability of HUD-VASH Vouchers** – HUD-VASH participant families may reside only in those jurisdictional areas that are accessible to case management services as determined by the partnering VAMC.

g. **Case Management Requirements** – It is the responsibility of the VMAC to provide case management and supportive services.

***Emergency Housing Vouchers***

The Emergency Housing Voucher (EHV) program is available through the American Rescue Plan Act (ARPA). Through EHV, HUD awarded the JCHA 94 housing choice vouchers to assist individuals and families who are:

- Homeless
- At risk of homelessness
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, or
- Were recently homeless or have a high risk of housing instability

***Foster Youth to Independence Initiative Vouchers***

The Foster Youth to Independence (FYI) initiative makes HCV assistance available to youth at least 18 years and not more than 24 years of age (have not reached their 25th birthday), who (1) left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in Section 475(5)(H) of the Social Security Act, and (2) are homeless or are at risk of becoming homeless at age 16 or older. JCHA will accept referrals for FYI assistance from PCWA.

**Individual and Family Eligibility under the Qualifying Categories**

In order to be eligible for an EHV, an individual or family must meet one of four eligibility categories:

- Homeless
- At risk of homelessness
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking.
- Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability

In general, the verification that the individual or family meets one of these four eligibility categories is conducted by the Continuum of Care (CoC) or another partnering agency that makes direct referrals to the JCHA. The CoC or other direct referral partner must provide supporting documentation to the JCHA of the referring agency's verification that the family meets one of the four eligible categories for EHV assistance.

The following definitions always apply with respect to EHV eligibility:

**a. Individuals and families who are homeless**

The meaning of "homeless" is as such term is defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a)), which is codified in HUD's Continuum of Care Program regulations at 24 CFR 578.3 and reads as follows:

➢ *Homeless* means:

An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or

An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution. An individual or family who will imminently lose their primary nighttime residence, provided that:

➢ The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

➢ No subsequent residence has been identified; and

- The individual or family lacks the resources or support networks, *e.g.,* family, friends, faith-based or other social networks, needed to obtain other permanent housing

Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance; Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

**b. Individuals or families who are at-risk of homelessness**

The meaning of "at-risk of homelessness" is as such term is defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1)), which is codified in HUD's Continuum of Care Program regulations at 24 CFR 578.3 :

- *At risk of homelessness.* (1) An individual or family who:

Has an annual income below 30 percent of median family income for the area, as determined by HUD;

Does not have sufficient resources or support networks, *e.g.,* family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "Homeless" definition above; and

**Meets one of the following conditions:**

- Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
- Is living in the home of another because of economic hardship;
- Current housing or living situation will be terminated within 21 days of the date of application for assistance;
- Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
- Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
- Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

- Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.
- A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
- A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

**c. Individuals or families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking**

This includes cases where a HUD-assisted tenant reasonably believes that there is a threat of imminent harm from further violence if they remain within the same dwelling unit; or in the case of sexual assault, the HUD-assisted tenant reasonably believes there is a threat of imminent harm from further violence if they remain within the same dwelling unit that they are currently occupying, or the sexual assault occurred on the premise during the 90-day period preceding the date of the request for transfer.

**Domestic violence** includes felony or misdemeanor crimes of violence committed by:

- a current or former spouse or intimate partner of the victim (the term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship);
- a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or any other person against whom an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction

**Dating violence** means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship;
- The type of relationship; and
- The frequency of interaction between the persons involved in the relationship

**Sexual assault** means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

**Stalking** means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- Fear for the person's individual safety or the safety of others; or
- Suffer substantial emotional distress.

**Human trafficking** includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7102). These are defined as:

- **Sex trafficking** means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; (and)
- **Labor trafficking** means the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

**d. Individuals or families who are recently homeless**

This category is composed of individuals and families determined by the CoC or its designee to meet the following definition.

***Recently homeless*** is defined as individuals and families who have previously been classified by a member agency of the CoC as homeless but are not currently homeless as a result of homeless assistance (financial assistance or services), temporary rental assistance or some type of other assistance, and where the CoC or its designee determines that the loss of such assistance would result in a return to homelessness or the family having a high risk of housing instability. Examples of households that may be defined as recently homeless by the CoC include, but are not limited to, participants in rapid rehousing, and permanent supportive housing.

Individuals and families classified as recently homeless must be referred by the CoC or its designee.

**2.Admissions process - Direct referrals from the CoC and other partnering organizations**

The JCHA will accept referrals for EHVs directly from the Coordinated Entry System. Accepting direct referrals from the CE System will help ensure families are able to get assistance quickly and eliminate the administrative burden on the PHA regarding the determination as to whether the family meets the definition of a qualifying individual or family for EHV assistance. CoC partners may also support applicants through the application process and attend meetings with applicants and PHAs to aid individuals and families through the admissions process. Direct referrals for EHVs are not added to the PHA's regular HCV waiting list.

**a. Separate waiting list for EHVs**

The HCV program regulations at § 982.204(f) provide that a PHA must use a single waiting list for admission to its HCV program.

It is possible that the number of applicants referred by partnering agencies at a given time may exceed the EHVs available for the PHA to issue to families. HUD recognizes that requiring PHAs to utilize its existing HCV waiting list to manage EHV referrals will create unnecessary administrative burden, complications, and delays.

HUD is therefore waiving § 982.204(f) to establish an alternative requirement under which the PHA shall maintain a separate waiting list for EHV referrals/applicants to help expedite the leasing process, both at initial leasing and for any turnover vouchers that may be issued prior to the September 30, 2023 turnover voucher cut-off date.

Because the EHV waiting list is based on direct referrals or requests through the PHA's VAWA emergency transfer plan and not applications from the general public, HUD is also waiving § 982.206, which requires the PHA to give public notice when opening and closing the waiting list.

b. **Restrictions on PHA denial of assistance to an EHV applicant**

The HCV program regulations at § 982.552 and § 982.553 cover the grounds under which a PHA may deny an applicant admission to the program and in certain cases is required to do so. These grounds include the following:

- If any member of the family has been evicted from federally assisted housing in the last five years.
- If a PHA has ever terminated assistance under the program for any member of the family.
- If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
- If the family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
- If the family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- If the family breached an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA.
- If the family engaged in or threatened abusive or violent behavior toward PHA personnel.
- IF the family has been engaged in criminal activity or alcohol abuse as described in § 982.553.

HUD is waiving §982.552 and § 982.553 in part and establishing an alternative requirement with respect to mandatory and permissive prohibitions of admissions for EHV applicants. The EHV alternative requirement is as follows:

*Mandatory Prohibitions.*

The JCHA must apply the standards it established under § 982.553(a)(1)(ii)(C) that prohibit admission if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing to EHV applicants.

The JCHA must apply the standards it established under § 982.553(a)(2)(i) that prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program to EHV applicants.

*Permissive Prohibitions.*

The JCHA may prohibit admission of a family for the grounds stated below. The JCHA may choose not to prohibit admission for these grounds or may establish a more permissive policy than the JCHA's policy for admission to the regular HCV program. The JCHA may not establish a permissive prohibition policy for EHV applicants that is more prohibitive than the policy established for admissions to the regular HCV program.

The permissive prohibitions are:

If the PHA determines that any household member is currently engaged in, or has engaged in within the previous 12 months:

a. Violent criminal activity.

b. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.

c. If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program within the previous 12 months.

d. If the family engaged in or threatened abusive or violent behavior toward JCHA personnel within the previous 12 months.

Unlike regular HCV admissions, JCHA may not deny an EHV applicant admission regardless of whether:

- Any member of the family has been evicted from federally assisted housing in the §A PHA has ever terminated assistance under the program for any member of the family.
- The family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
- The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- The family breached an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA.
- The family would otherwise be prohibited admission under alcohol abuse standards established by the PHA in accordance with §982.553(a)(3).
- The PHA determines that any household member is currently engaged in or has engaged in during a reasonable time before the admission, drug-related criminal activity.
- Similar to the HUD-Veterans Affairs Supportive Housing (HUD-VASH) program,

Similar to the HUD-Veterans Affairs Supportive Housing (HUD-VASH) program, HUD is eliminating the PHA's permissive prohibitions for EHV admissions for drug-related criminal activity. The eligible populations of homeless and at-risk of homelessness individuals and families may include individuals struggling with drug addiction, and that addiction may be one of the root causes of their homelessness. As demonstrated by the "Housing First' model, providing the individual with safe housing may be a critical first step in helping the individual recover from addiction.

The JCHA must still deny admission to the program if any member of the family fails to sign and submit consent forms for obtaining information in accordance with 24 CFR part 5 as required by § 982.552(b)(3), but should notify the family of the limited EHV grounds for denial of admission first.

When adding a family member after the family has been placed under a HAP contract with EHV assistance, the regulations at § 982.551(h)(2) apply. Other than the birth, adoption or court-awarded custody of a child, the JCHA must approve additional family members and may apply its regular screening criteria in doing so.

### c. Initial Search Term

HUD is waiving § 982.303(a), which provides that the initial search term must be at least 60 days and is establishing an alternative requirement that the initial term for an EHV must be at least 120 days. Any extensions, suspensions, and progress reports will remain under the policies in the PHA's administrative plan but will apply after the minimum 120-day initial search term.

### d. Initial lease term

To provide a greater range of housing opportunities for EHV families, HUD is waiving Section 8(o)(7)(A) of the United States Housing Act of 1937 and § 982.309(a)(2)(ii). The initial lease term for an EHV family may be less than 12 months regardless of whether the shorter term is a prevailing market practice.

### e. Portability

The normal HCV portability procedures and requirements generally apply to EHVs with the following exceptions.

No prohibition on portability for non-resident applicants

### f. Portability billing and absorption

A receiving PHA cannot refuse to assist an incoming EHV family, regardless of whether the PHA does or does not currently administer EHVs under its own ACC.

If the EHV family moves under portability to another PHA that administers EHVs under its own ACC:

- The receiving PHA may only absorb the incoming EHV family with an EHV (assuming it has an EHV voucher available to do). If the PHA does not have an EHV available to absorb the family, it must bill the initial PHA. The receiving PHA must allow the family to lease the unit with EHV assistance and may not absorb the family with a regular HCV when the family leases the unit.
- Regardless of whether the receiving PHA absorbs or bills the initial PHA for the family's EHV assistance, the EHV administration of the voucher is in accordance with the receiving PHA's EHV policies, although neighboring
- PHAs and PHAs in the same metro area or region are strongly encouraged to work collaboratively with one another to align EHV policies and help facilitate EHV portability moves between their jurisdictions.

### g. Family briefing/initial PHA and receiving PHA coordination on services

In addition to the applicable family briefing requirements at § 982.301(a)(2) as to how portability works and how portability may affect the family's assistance, the initial PHA must inform the family how portability may impact the special EHV services and assistance that may be available to the family.

The initial PHA is required to help facilitate the family's portability move to the receiving PHA and inform the family of this requirement in writing taking reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP). If the portability move is in connection with the EHV family's initial lease-up, the receiving PHA and the initial PHA must consult and coordinate on the EHV services and assistance that will be made available to the family. The primary purpose of this communication is to ensure there is no duplication of EHV services and assistance provided to the family and that the receiving PHA is aware of the maximum amount of services fee funding that the initial PHA may provide to the receiving PHA on behalf of the family. (Further information on this subject is provided in subsection iv below.)

**h. EHV portability – HAP and EHV administrative fees**

i. Services Fee Funding

If the receiving PHA, in consultation and coordination with the initial PHA, will provide eligible services or assistance to the incoming EHV family, the receiving

PHA may be compensated for those costs by the initial PHA. This is the case regardless of whether the receiving PHA bills the initial PHA or absorbs the family into its own program at initial lease-up.

If the receiving PHA administers EHVs under its CACC, the receiving PHA may use its own services fee and may be reimbursed by the initial PHA, or the initial PHA may provide the services funding upfront to the receiving PHA for those fees and assistance. If the receiving PHA does not administer EHVs under its CACC, the initial PHA must provide the services funding upfront to the receiving PHA. Any amounts provided to the receiving the PHA that are not used for services or assistance on behalf of the EHV family must promptly be returned by the receiving PHA to the initial PHA.

The amount of the service fee provided by the initial PHA may not exceed the lesser of the actual cost of the services and assistance provided to the family by the receiving PHA or $1750, unless the initial PHA and receiving PHA mutually agree to change the $1750 cap.

ii. Placement fee/issuance reporting fee

If the portability lease-up qualifies for the placement fee/issuance reporting fee, the receiving PHA receives the full amount of the placement component of the placement/issuing reporting fee. The receiving PHA is eligible for the placement fee regardless of whether the receiving PHA bills the initial PHA or absorbs the family into its own program at initial lease-up. The initial PHA qualifies for the issuance reporting component of the placement fee, as applicable.

Note that the entire preliminary fee is always paid to and retained by the initial PHA and is not

impacted by an EHV portability move.

iii. Housing Search Assistance

The JCHA will provide housing search assistance to EHV families during their initial housing search. Housing search assistance may include activities such as but not limited to helping a family identify and visit potentially available units during their housing search, helping to find a unit that meets the household's disability-related needs.

iv. Security deposit assistance

Garden State Episcopal may provide security deposit assistance for the family. The amount of the security deposit assistance may not exceed one and half months' rent to owner, the maximum-security deposit allowed under applicable state and/or local law, or the actual security deposit required by the owner.

v. Utility deposit assistance/utility arrears

The JCHA may provide utility deposit assistance for some or all of the family's utility deposit expenses. Assistance can be provided for deposits (including connection fees) required for the utilities to be supplied by the tenant under the lease. The JCHA may choose to pay the utility deposit assistance directly to the utility company or may pay the assistance to the family, provided the JCHA verifies the family paid the utility deposit.

**i. Owner incentive and/or retention payments**

The JCHA will pay $150.00 to landlords who lease units during the period of August 1, 2021 to February 1, 2022 to owners that agree to initially lease their unit to an EHV family and/or renew the lease of or an EHV family in high opportunity neighborhoods.

# CHAPTER 5
# DENIAL OF ASSISTANCE

## A. INTRODUCTION

This chapter describes the circumstances under which the JCHA may deny assistance. If denial is based upon behavior resulting from a disability, the JCHA will delay the denial in order to determine if there is a feasible reasonable accommodation that would mitigate the behavior resulting from the disability.

## B. GROUNDS FOR DENYING ASSISTANCE

Denial of assistance for an applicant may include any or all of the following:

- Denial for placement on the JCHA waiting list
- Denying issuance of a voucher
- Refusing to enter into a HAP contract or an approved lease
- Refusing to be processed or provide required information
- Refusing assistance under portability procedures when requested
- Denial based on final verification of income, household status or background checks
- Denial based on past criminal activity (see JCHA Criminal Activity Policy below, Chapter 16, Section D)

***Mandatory Denial of Assistance:***

JCHA will deny assistance to applicants if:

- The family does not meet the eligibility requirements described in chapter 2 of this Plan.
- 30% of the family's monthly adjusted income equals or exceeds the Payment Standard for the family's unit size and the family is unable to use assistance.
- Any member of the family fails to sign and submit to HUD or JCHA required consent forms for obtaining information.
- Any member of the household is subject to a lifetime registration requirement under a state sex offender registration program.
- Pursuant to PIH Notice 2012-28, if the PHA has a Database which covers the sex offenders in all states, the PHA may use this in lieu of a complete list of states. However, if at any point the JCHA does not have access to a database, the JCHA will amend the application to request the required information.
- Any household member has been evicted from federally assisted housing during the past five years.
- The family has violated any family obligation under the Program listed in 24 CFR 982.551 during the past three (3) years.
- The family member has engaged in any drug-related, violent criminal activity.

- There is insufficient funding to sustain the family under the Section 8 Program.
- The family currently owes rent or other amounts to JCHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act or to any other government or federal entity.
- The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family.
- Any household member has committed fraud in any federal housing program or any public assistance program.
- The family breaches an agreement with JCHA to pay amounts owed to JCHA, or fails to reimburse the JCHA for amounts paid to an owner on their behalf by JCHA or fails to report additional/other income.
    - The family has engaged in or threatened abusive or violent behavior toward JCHA personnel.
    - "Abusive or violent behavior towards JCHA personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for denial.
    - "Threatening" refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence.
    - Actual physical abuse or violence will always be cause for denial of assistance.
- JCHA will deny participation in the program to applicants in cases where it determines that there is reasonable cause to believe that the person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. This includes cases where the JCHA determines that there is a *pattern* of illegal use of a controlled substance, or *pattern* of alcohol abuse.
    - JCHA will consider the use of a controlled substance or alcohol to be a *pattern* if there has been more than one incident during the previous 12 months.
    - *JCHA may waive this policy if the person demonstrates to its satisfaction that s/he is no longer engaging in the illegal use of a controlled substance or abuse of alcohol, and:*
        - Has successfully completed a supervised drug or alcohol rehabilitation program;
        - Has otherwise been rehabilitated successfully; or
        - Is participating in a supervised drug or alcohol rehabilitation program.
- Consistent with Federal law, HUD prohibits the admission of users of marijuana to HUD assisted housing. Pursuant to the Controlled Substances Act, 21 U.S.C. § 801 et. seq., marijuana is categorized as a Schedule 1 substance; therefore, the manufacture, distribution, or possession of marijuana is a federal criminal offense. (HUD Public Housing Guidebook under Lease Requirements; Section 577 of the Quality Housing and Work Responsibility Act of 1998)
- If any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.

- Any member of the family who was evicted from federally assisted housing for drug-related criminal activity within the past three years. However, the JCHA may consider mitigating circumstances and may permit the removal of the offending family member from the household.
- Has committed fraud in any government sponsored program.

In accordance with the Violence Against Women Act, the JCHA will not deny Section 8 assistance to any applicant solely on the basis that they are or have been a victim of domestic violence crimes or actions if the applicant otherwise qualifies for assistance.

***Housing Authority Discretion:***

In deciding whether to deny assistance because of action or failure to act by members of the family, the JCHA has discretion to consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the length of time since the violation occurred, and the responsible individual's age at time of the arrest and/or conviction. It may also review the family's more recent record of compliance and consider the effects of denial of assistance on other family members who were not involved in the action or failure to act.

Rehabilitation or a change in circumstances may be considered prior to denying assistance to applicants who were evicted from federally assisted housing for drug related activity or have abused alcohol or used illegal drugs.

For applicants evicted for drug related activity, the JCHA may consider whether the member who was evicted has successfully completed a supervised drug rehabilitation program approved by the JCHA; or the circumstances leading to an eviction no longer exist (for example, the criminal household member has died or is imprisoned.)

For applicants who have abused alcohol or used illegal drugs, the JCHA may consider whether the member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully.

The JCHA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The JCHA may permit the other members of a family to continue in the program. Any household member who claims to be a Victim of Domestic Violence will not have their Section 8 assistance terminated or otherwise be penalized for the actions of the person committing the criminal act as per the JCHA Criminal Activity Policy and in accordance with federal regulations.

The JCHA may deny Section 8 assistance based on information obtained by an official Credit Report that indicates the individual has an outstanding court-ordered judgment for child support, tax liens, etc.

***Burden of Proof:***

For denial due to drug-related, violent and other criminal activity the JCHA may require the household to submit sufficient evidence that the members of the household have not engaged in drug-related

criminal activity during a reasonable period, before admission to the program. The JCHA has sole discretion in determining what evidence is "sufficient" and what period of time prior to admission is "reasonable."

In determining whether to deny assistance due to the abuse of alcohol or illegal use of a drug by a household member, the JCHA may require the applicant to submit evidence of current participation in, or successful completion of a supervised drug or alcohol rehabilitation program.

***Removal of a Family Member's Name from the Application:***

Should applicant screening reveal that a member of the household is subject to a federally mandated denial, the household may elect to remove the individual subject to denial from the household. In accordance with federal law, JCHA may also permit a family to exclude a member for other criminal activity as a condition of household eligibility.

***Access to Criminal Records:***

- The JCHA will request criminal conviction records for an adult member of a household that is applying for admission to the Section 8 Program from various law enforcement agencies. The JCHA will also conduct criminal history background checks to determine whether an applicant is subject to a lifetime sex offender registration requirement. Records may also be requested for adults applying for or residing in public housing or buildings with Section 8 project-based assistance.
- An adult is 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. The JCHA will require each adult member to complete a consent form authorizing the JCHA to obtain access to the adult applicant's criminal records, including the state's sex offender registration information.
- The JCHA will incur all costs associated with obtaining the criminal record and no costs of obtaining the criminal record shall be incurred by the applicant or tenant.
- On June 18, 2021, the Fair Chance in Housing Act (FCHA) passed. Under N.J.S.A. 46:8-52, a housing provider i.e., landlord cannot require a prospective tenant to complete an application that includes any inquiries into the prospective tenant's criminal record until after extending a conditional offer. JCHA will exercise its right to perform the criminal background check and make determinations as to the applicant's status. JCHA affirmatively adopts FCHA criteria for assessing criminal records and will only consider criminal records that:
    - Resulted in a conviction for murder, aggravated sexual assault, kidnapping, arson, human trafficking, sexual assault in violation of N.J.S.2C:14-2, causing or permitting a child to engage in a prohibited sexual act or in the simulation of such an act in violation of paragraph (3) of subsection b. of N.J.S.2C:24-4, or any crime that resulted in lifetime registration in a state sex offender registry; and
    - Is for an indictable offense or conviction that resulted in a prison sentence that has concluded as follows:
        - 1st degree offenses will be considered within 6 years.
        - 2nd or 3rd degree offenses will be considered within 4 years.

- 4th degree offenses will be considered within 1 year.

In accordance with the FCHA and HUD regulations, JCHA will determine an applicant's eligibility to its Section 8 program.

- Owners may request, in writing, that the JCHA obtain a copy of the criminal conviction record of an adult family member residing in the assisted unit. Once the record is obtained, the JCHA will then determine if the criminal activity, as evidenced by the criminal record, may be a basis for screening, lease enforcement or eviction. The JCHA will then notify the owner of its determination. However, the JCHA will not disclose the household member's criminal conviction record or the content of that record to the owner. Owners are not permitted to run an independent criminal background check and must abide by JCHA's program rules.
- The JCHA may obtain criminal records and screen for criminal activity on behalf of owners of buildings with Section 8 project-based assistance. Requests from owners of project-based Section 8 units must include a copy of the consent form, signed by the household member and must include the owner's standards for prohibiting admission of other criminals in accordance with HUD Regulations.
- The criminal conviction records received by the JCHA may not be used for lease enforcement or eviction of residents receiving Section 8 tenant-based assistance.
  - The law enforcement agency or an agency responsible for information on registered sex offenders to is permitted to charge the JCHA a reasonable fee for releasing criminal conviction records.
  - The JCHA may be asked by owners of buildings with Section 8 project-based assistance to assist with screening, lease enforcement or eviction.

***Explanations and Terms:***

- *Drug-related criminal activity* is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance *on or off the* premises.

  Drug-related criminal activity does not include the prior use or possession of a controlled substance if the family member had an addiction to the substance and has recovered or is recovering from the addiction and does not currently use or possess the substance.
- *Violent criminal activity* includes any criminal activity engaged in by any family member that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property.

All terms and actions must be considered in context of the JCHA Criminal Activity Policy. Denial of assistance is always optional except where this Plan or the regulations state otherwise.

***Use of Criminal Record:***

If the JCHA proposes to deny admission for criminal activity as shown by a criminal record, the JCHA will provide the subject of the record and the applicant with a copy of the criminal record.

- *Confidentiality of Criminal Records:* JCHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the

purpose for which it was requested is accomplished, including the expiration of the period for filing a request for an informal review or hearing.

***Required Evidence:***

- ***Preponderance of evidence*** is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.
- ***Credible evidence*** may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants. JCHA may pursue fact-finding efforts as needed to obtain credible evidence.

## C. PROCEDURES FOR NON-CITIZENS

***Ineligibility due to ineligible immigrant status:*** applicant families in which no members are U.S. citizens or eligible immigrants are ineligible for assistance. They must be given an opportunity for an *informal* hearing.

***False or incomplete information:*** when the JCHA has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant, an investigation will be conducted and the individual given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, the JCHA may give him/her an opportunity to provide a new declaration as an eligible immigrant or to elect not to contend their status. The JCHA will then verify eligible status and deny or prorate as applicable. The JCHA will deny assistance based on the submission of false information or misrepresentations.

***Procedure for Appeal:***

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family must make an appeal to the INS within 30 days and provide the JCHA with a copy of the written request of appeal as well as proof of mailing. Failure to provide the JCHA with such documentation and proofs will result in the termination of assistance.

The INS will issue a written decision to the family within 30 days of receipt of the appeal and will forward a copy of the decision to the JCHA. The family is also encouraged to provide the JCHA a copy of the INS decision upon receipt. The family may then request that the JCHA conduct an informal hearing regarding the JCHA's initial determination. After the JCHA has made a determination of ineligibility, the family will be notified of the determination and informed of the option for prorated assistance (if applicable) or, for participants who qualify, for Temporary Deferral of Termination of Assistance.

## D. MISSED APPOINTMENTS AND DEADLINES

An applicant who fails to keep an appointment or to supply information required by a deadline without notifying the JCHA may be sent a Notice of Denial of Assistance for failure to provide required information. *Acceptable reasons for missing appointments or failing to provide information by deadlines are:*

- Medical emergency
- Incarceration
- Family emergency

Procedure When Appointments Are Missed or Information Not Provided:

For most purposes in this Plan, the family will be given two opportunities before being issued a notice of denial.

# CHAPTER 6
# SUBSIDY STANDARDS

## A. INTRODUCTION

HUD guidelines require that the JCHA establish subsidy standards for the determination of Voucher bedroom size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used must be within the minimum unit size requirements of HUD's Housing Quality Standards (HQS). This chapter explains the subsidy standards used to determine the voucher size for various-sized families when they are selected from the waiting list, as well as the JCHA's procedures when a family's size changes, or a family selects an apartment size that is different from the family's Voucher.

## B. DETERMINING VOUCHER SIZE

The JCHA does not determine who shares a bedroom or sleeping room, but there must be at least one person per bedroom on the Voucher. JCHA's subsidy standards for determining Voucher size shall be applied in a manner consistent with Fair Housing guidelines.

All standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements. The unit size on the Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

A family also includes two or more individuals who are not related by blood, marriage, adoption, or other operation of law but who either can demonstrate that they have lived together previously or certify that each individual's income and other resources will be available to meet the needs of the family.

Each family must identify the individuals to be included in the family at the time of application and must update this information if the family's composition changes.

The addition of a new family member should be limited to birth, adoption, court-awarded custody, legal guardianship, marriage, civil union, domestic partnership, reasonable accommodation, or elderly parents.

***Generally, the JCHA assigns one bedroom to two people within the following guidelines:***

- Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship).
- Foster children will be included in determining unit size only if they will be in the unit for more than six months.
- Space may be provided for a child who is a full-time student and away at school or a spouse who is away in the military with the appropriate supporting documentation.

- Single person families shall be allocated an efficiency unit or one bedroom Voucher.
- A family that consists of a pregnant woman (with no other persons) will be treated as a two-person family.
- Young children of the opposite sex of a parent (up to and including 10 years of age) may share a bedroom with a parent. If the child is going to turn 11 years old during the process of the family moving to a new unit, a voucher for a larger unit will be issued.
- Any live-in aide (approved by the PHA to reside in the unit to care for a family member who is disabled or is at least 50 years of age) must be counted in determining the family unit size.
- Different generations' cases will be approved on a case-by-case basis.

## C. EXCEPTIONS TO SUBSIDY STANDARDS

The JCHA will grant an exception for JCHA residents relocated due to JCHA development efforts, the voucher size shall be the same as the appropriate unit size as determined by PHA occupancy standards. Therefore, HOPE VI participants will keep the same bedroom size as occupied in public housing unless the public housing unit is underutilized.

The JCHA will grant an exception upon request as a reasonable accommodation for persons with disabilities. Circumstances may dictate a larger size than the subsidy standards permit when persons cannot share a bedroom because of a need, such as a verified medical or health reason**.**

A family may request a larger bedroom sized Voucher than indicated by JCHA's subsidy standards. Such request must be made in writing within 14 days of JCHA's determination of bedroom size. The request must explain the need or justification for a larger bedroom. Documentation verifying the need or justification will be required as appropriate. Requests based on health-related reasons must be verified by a doctor or medical professional in writing and will then be confirmed by the Housing Assistance Technician. Medical necessity for a larger bedroom size will be verified annually at recertification. Changes in Voucher size will be determined at the JCHA's discretion. If the family size changes for any reason or if the JCHA errs in the bedroom size designation, the family will be issued a Voucher of the appropriate size.

### *Changes in Household Composition:*

The Voucher size is determined prior to the briefing by comparing the family composition to the JCHA subsidy standards. If an applicant requires a change in the Voucher size, the above referenced guidelines will apply.

It is the participant family's obligation to inform the JCHA of the birth, adoption or court-awarded custody of a child, except when the family has custody of a minor, and to request JCHA approval to add any other family member as an occupant of the unit. The family must document custody to be allowed to add minors to the household. The family must request prior approval of additional household members in writing. The JCHA may deny requests to add household members who would cause the family to be overcrowded and require a larger unit size. When adding an adult member (who otherwise would not be eligible), the Head of Household will be required to sign a stipulation requesting an additional room for the added member.

If the family does not obtain prior written approval from the JCHA, any person the family has permitted to stay or move in will be considered an unauthorized household member. Likewise, if a family member leaves the household, the family must report this change to the JCHA and the owner, in writing, within 30 days of the change and certify as to whether the person is temporarily or permanently absent (See Chapter 7 for definitions). An adult member who has been removed from the household may not be added back into the household (see Chapter 13: Re-certifications).

In addition, the lease may require the family to obtain prior written approval from the owner when there are changes in family composition other than birth, adoption or court awarded custody.

JCHA will conduct an interim recertification for changes that affect the Total Tenant Payment in accordance with the interim recertification policy and will require verification that the family member reported to have left the household has a new address.

***Under-Housed and Over-Housed Families:***

If a unit does not meet HQS space standards due to an increase in family size, (unit has become too small) the JCHA will issue a new Voucher and assist the family in locating a suitable unit by providing referrals to available units.

JCHA may grant an exception to this policy, on a case-by-case basis. Exceptions might include:

- If a family with a disabled member is under-occupied in an accessible apartment.
- If a family requires the additional bedroom because of a health problem which has been verified by the JCHA.

## D. UNIT SIZE SELECTED

*The family may select a different size unit than that listed on the Voucher within the following criteria:*

- **Subsidy Limitation**: The JCHA will apply the Payment Standard for the smaller of (1) the bedroom size shown on the Voucher or (2) the size of the actual unit selected by the family.
- **Utility Allowance**: The utility allowance used to calculate the gross rent is based on the lower of the voucher size or actual bedroom size of the unit the family selects, regardless of the size authorized on the family's Voucher. If there is a disabled member, the actual bedroom sized will be used.
- **Housing Quality Standards (HQS):** Generally, HQS allows two persons per bedroom or sleeping room and permits maximum occupancy levels as shown in the table below. HQS allowable living space (other than kitchen and bathroom) to be utilized as a sleeping room, provided it meets minimum footage, lighting, and other requirements as per State and local codes, whichever is more stringent. The sleeping room will not be counted as a bedroom for purposes of determining Voucher subsidy standards.

***Guidelines for Determining Voucher Size:***

| VOUCHER SIZE | PERSONS IN HOUSEHOLD (Minimum #) | PERSONS IN HOUSEHOLD (Maximum #) |
|---|---|---|
| Efficiency | 1 | 1 |
| 1 Bedroom | 1 | 2 |
| 2 Bedroom | 2 | 4 |
| 3 Bedroom | 3 | 6 |
| 4 Bedroom | 4 | 8 |
| 5 Bedroom | 6 | 10 |
| 6 Bedroom | 8 | 12 |

In addition to the guidelines described above, units leased with Section 8 assistance must meet the minimum square footage requirements of the Jersey City Property Maintenance Code or applicable State regulation, whichever is more stringent. Exhibit 1 describes the current minimum space requirements.

EXHIBIT 1

**JERSEY CITY HOUSING CODE: ARTICLE VII**
Minimum Space, Use and Egress Requirements

§254-32. Occupancy standards; net floor area

No person shall occupy or let to another for occupancy any dwelling or dwelling unit for the purpose of living therein or any nonresidential building or any part thereof for any business, commercial, governmental, industrial, institutional or other human use which does not comply with the following requirements:

a. Dwelling units. Every dwelling unit shall contain a minimum net floor area of one hundred fifty (150) square feet for the initial occupant thereof, two hundred fifty (250) square feet for two (2) occupants and one hundred (100) additional square feet for each occupant thereafter, except that, for the purpose of this section, children under one (1) year of age shall not be counted as occupants. The minimum overall height of the area to be included in this calculation shall be seven and one-half (7 1/2) feet from the floor to the ceiling, except in structures or dwelling units legally erected or converted for residential use prior to 1951 to which the height requirement shall be six and one-half (6 1/2) feet.

b. Required space in sleeping rooms. Except as required under Subsection C, each room utilized for sleeping purposes shall have a minimum dimension of seven (7) feet and a minimum net floor area of seventy (70) square feet for the initial occupant, fifty (50) square feet for each additional occupant, except that children under one (1) year of age shall not be counted as occupants for the purpose of this section. In existing structures built prior to 1951, if any dwelling has no room at least ten (10) feet by twelve (12) feet in size, two (2) persons will be allowed to sleep in the largest room therein so long as it is nine (9) feet in size at least.

# CHAPTER 7
# FACTORS RELATED TO TOTAL TENANT PAYMENT DETERMINATION

## A. INTRODUCTION

The JCHA will use the methods as set forth in this Administrative Plan to verify and determine that family income at admission and reexamination is correct. The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the regulations.

This chapter defines the allowable expenses and deductions to be subtracted from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with Federal Regulations and further instructions set forth in HUD Notices, Memoranda and Addenda. The formula for the calculation of TTP is specific and not subject to interpretation. The JCHA's policies in this chapter address those areas that allow the JCHA discretion to define terms and to develop standards in order to ensure the consistent application of the various factors that relate to the determination of TTP.

## B. INCOME

***Income*** includes all amounts which are received on behalf of the family. For the purposes of calculating TTP, HUD defines what is to be included and what is to be excluded as income in the Federal Regulations. In accordance with this definition, all income that is not specifically excluded in the regulations is counted.

***Annual Income*** is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Annual income is the amount of income prior to any HUD allowable expenses or deductions and does not include income that has been excluded by HUD. The JCHA will convert all income to an annual figure to complete rent calculations. Annual income is used to determine whether or not applicants are within the applicable income limits.

The JCHA will collect a minimum of two current and consecutive paystubs when calculating employment income (2 paystubs if paid bi-weekly and 4 paystubs if paid weekly). Once paystubs are collected, the JCHA will annualize an average of paystubs. To do this, the JCHA will calculate the total gross income for each pay period by adding together gross pay from all paystubs, dividing the total by the number of paystubs to calculate the average pay per pay period, and multiplying the average pay by the number of pay periods in that year.

If there are bonuses or overtime pay which the employer cannot anticipate for the next 12 months, bonuses and overtime received the previous year will be used unless the employer certifies that these payments are expected to be different in the coming year.

If, by averaging, an estimate can be made for those families whose income fluctuates from month to month, then the estimate will be used so as to reduce the number of interim adjustments.

***Seasonal Employment*** in some occupations it is normal for people to work less than 12 months per year. For example: school employees, agricultural workers, or construction trades may typically work for fewer months, depending on local conditions. Therefore, the JCHA will employ the following two calculations methods:

**Method 1:** the JCHA will annualize the current income, and conduct an interim reexamination when the income changes.

**Method 2:** the JCHA will calculate the actual anticipated income from all known sources for the entire year. This means there will be no interim reexaminations when the income changes as already anticipated. However, to use method 2, a history of the individual's income from past year is needed. This method cannot be used when the future income source is "unknown" or "none".

**Example:** Jane Doe is currently employed as a tile setter with Heinz Construction, earning $1,200 per month. For the last 3 years, she has worked this job for 8 months per year during the construction season. During the 4 months of each year, she works part-time at Canon Printers, earning $500 per month.

**Under Method 1**, the JCHA would multiply current income times 12 months.

$1,200 x 12 months = $14,400 per year

When the construction season ends, the JCHA would conduct an interim reexamination, multiplying the new current income times 12 months.

$500 x 12 months = $6,000 per year

**Under Method 2**, the JCHA would anticipate income from all known sources for the entire year.

| | |
|---|---|
| Heinz Construction $1,200 x 8 months = | $9,600 |
| Canon Printers $500 x 4 months = | $2,000 |
| Total | $11,600 |

Since the JCHA already anticipated the change in income, there would be no interim reexamination conducted when the participant changes jobs from Heinz Construction to Canon Printers.

The JCHA will lay out both scenarios, and let the family select the method of calculation. The JCHA will keep the family informed. If Method 1 is used, the family should know that an interim reexamination will be conducted. Conversely, if Method 2 is used, the family should know that an interim reexamination will not be conducted.

## C. INCOME OF TEMPORARILY AND PERMANENTLY ABSENT FAMILY MEMBERS

***Temporarily Versus Permanently Absent:***

The JCHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent.

- If the spouse is absent and in the military service, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.
- Income of persons permanently absent will not be counted. Any member of the household will be considered permanently absent if s/he is away from the apartment for two consecutive months or sixty days during the lease period except as otherwise noted in this Chapter.

It is the responsibility of the head or co-head of household or spouse to report changes in family composition. The JCHA will evaluate absences from the unit using the above policy guidelines.

The family will be required to notify the JCHA in writing within thirty (30) days when an adult family member moves out. The notice must contain a certification by the family as to whether the adult is temporarily or permanently absent.

- If the family member will be permanently absent from the unit, the family must provide verification of the person's new address.
- If an adult child goes into the military and leaves the household, they will be considered permanently absent.
- If a member of the household is subject to a court order that restricts him/her from the home for more than two months, the person will be considered permanently absent.

***Absence of Entire Family:***

These policy guidelines address situations when the family is absent from the unit but has not moved out of the unit. In cases where the family has moved out of the unit, JCHA will terminate assistance in accordance with appropriate termination procedures contained in this Plan.

Families are required to notify both the JCHA and the owner before they move out of a unit and to provide information about any family absence from the unit. Families must notify JCHA and the owner if they are going to be absent from the apartment for more than 30 consecutive days.

HUD regulations require the JCHA to terminate assistance if the entire family is absent from the apartment for a period of more than 60 consecutive calendar days. "Absence" means that no family member on the lease is residing in the apartment.

In order to determine if the family is absent from the apartment, the JCHA may, but is not limited to: writing letters to the family at the unit; interviewing neighbors; performing special inspections and verifying if utilities are in service at the unit. A person with a disability or a verified health reason may request an extension of time as an accommodation. An automatic extension of 90 days will be given provided that the extension does not go beyond the HUD allowed 180 consecutive calendar days limit.

***If requested by the family, the JCHA may reinstate the family to the Program if the following applies:***

- The absence, which resulted in termination of assistance, was due to a person's disability, age or health reason;
- JCHA can verify that the person was unable to notify the Authority in accordance with the family's responsibilities; and

- Funding is available.

***Absence Due to Medical Reasons:***

If any family member leaves the household to enter a facility such as a hospital, nursing home, or rehabilitation center, the JCHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 60 consecutive days, the family member will be considered temporarily absent. In this event, the member must notify the landlord of the absence and upon return, must submit the appropriate documentation to the JCHA to be re-instated into the Program.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the JCHA's "Absence of Entire Family" policy.

***Absence Due to Incarceration:***

If any member of the household is incarcerated for more than 60 consecutive days, s/he will be considered permanently absent.[2]

***Absence of Children Due to Placement in Foster Care:***

If the family includes a child or children temporarily absent from the home due to placement in foster care, the JCHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than six months from the date of removal of the child/ren, the Voucher size will be reduced. If all children are removed from the home permanently, the Voucher size will be reduced in accordance with the JCHA's subsidy standards.

***Absence of Adult:***

If neither parent remain in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period of time, the JCHA will treat the adult as a visitor until a determination of custody is made. If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker; the caretaker will sign an Agreement acknowledging that the Section 8 subsidy can be temporarily transferred to the caretaker until the oldest minor turns of legal age (currently 18 yrs. old). At that time, the Section 8 subsidy will be transferred back to the original member of the household who has become of legal age and the caretaker will no longer be eligible for the **subsidy**. When custody is determined, the income of the caretaker will be counted as family income for purposes of determining TTP.

***Absence Due to Full-Time Student Status:***

A full-time student (other than head or co-head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. Appropriate documentation must be submitted regarding the student status.

[2] The JCHA will determine if the reason for incarceration is for drug-related or violent criminal activity and pursue appropriate action under the Criminal Activity Policy.

If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for a determination of Voucher size.

Minors and college students, who were part of the family but who now live away from home during the school year and are no longer on the lease, may visit for up to 180 days per year without being considered a member of the household. If the family decides that the member is temporarily absent, any income earned by the full-time student up to $480 a year will be counted as family income.

***Visitors:***

Any adult not included on the Form HUD-50058, may be considered to be living in the unit as an unauthorized household member. The burden of proof that the individual is a visitor rests on the family. A visitor does not stay in the unit more than 14 consecutive calendar days. In the absence of such proof, the individual will be considered an unauthorized member of the family and the JCHA will terminate assistance since prior approval was not requested or received for the addition.

Absence of evidence of any other address will be considered verification that the visitor is a member of the household. Statements from neighbors and/or the landlord will also be considered in making the determination. Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

In a joint custody arrangement, if the minor is in the household less than 183 days per year, the minor will be considered to be an eligible visitor and not a family member.

## D. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the JCHA will calculate income as follows and will use the income figure which would result in a lower payment by the family:

- Remove the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member; or
- Include the income and deductions of the member if his/her income goes to a family member.

**REGULAR CONTRIBUTIONS AND GIFTS**

Non-recurring income and sporadic income will be excluded from the income calculation**, *e.g. temporary census income, tax refunds, sporadic gifts for special occasions, and non-monetary in-kind donations. [24 CFR 5.609(c)(9)]***

## E. EXPRESS DEBIT CARD FUNDS

Direct Express Debit Card is a payment option for benefit recipients who do not have a financial institution such as a bank or credit union. The Direct Express Debit card's balance is considered an asset and is treated like a savings account. Express debit cards can be verified by the asset holder obtaining a current account statement from a financial institution’s Automated Teller Machine (ATM).

## F. ALIMONY AND CHILD SUPPORT

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

Childcare expenses will be verified through:

- Third-party verification;
- Third-party verification form completed and signed by the provider;
- Third-party written;
- Original or authentic childcare agency print outs of payments made by the family that identify the child for which services were provided;
- Family Declaration.

If third-party or document review is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months, identifying the child for which services will be provided.

Third-party verification form is the highest verification requirement for childcare expenses as the childcare provider will also be asked to certify that, to the best of the provider's knowledge, the childcare expenses are not paid by or reimbursed to the family from any source.

The family will be required to certify that the childcare expenses are not paid by or reimbursed to the family from any source.

If the amount of child support or alimony received is less than the amount awarded by the court, the JCHA must use the amount awarded by the court unless the family can verify that they are not receiving the full amount or have not received it for 60 consecutive days.

It is the family's responsibility to supply a certified copy of the divorce decree.

## G. ASSETS AND INCOME FROM ASSETS

Whenever a family member is added, a PHA must obtain third-party verification of that family member's assets. At the next annual re-examination of income following the addition of that family member, a PHA must obtain third-party verification of all family assets if the addition of that family member's assets puts the family above the $50,000 asset threshold. If the addition of that family member's assets does not put the family above the $50,000 asset threshold, then the PHA is not required to obtain third-party verification of all family assets at the next annual re-examination of income following the addition of the family member; however, third-party verification of all family assets is required at least every 3 years.

The PHA must obtain third-party verification of all assets of any family at the family's next income re-determination if that family has provided self-certification of assets for the two (2) previous income re-determinations.

***Lump-Sum Receipts:***

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, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump-sum payments from Social Security or SSI are excluded from income but may be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

When the JCHA is unable to verify income due to delays in processing a change to unemployment or welfare benefits, the JCHA will not process an interim decrease to reflect lost income until the new payment can be verified. When the family receives a lump-sum payment to cover the period of the delay and the amount of on-going periodic payments can be verified, the JCHA will conduct an interim recertification. A revised rent will be calculated based on 12 months of the periodic payment and will be effective retroactively to the date the unemployment or welfare assistance became effective.

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

***Contributions to Retirement Funds:***

Contributions to company retirement/pension funds are handled as follows:

- While an individual is employed, the JCHA will count as an asset only the amount the family can withdraw without retiring or terminating employment.
- After retirement or termination of employment, the JCHA will count any amount the employee elects to receive as a lump-sum.

***Withdrawal from Investments:***

If a family member receives periodic payments from investments, these are included in income except to the extent the withdrawal is reimbursement of cash or assets invested by the family.

For example, a family member holds a retirement plan. When the family member retires and begins receiving regular payments from the plan, the amount received is not considered income until the total amount the family invested (deposited in retirement fund) has been received.

*Example of Withdrawal from Investment:*

*Fifteen years ago, Mark Lee purchased an annuity, paying $50,000. He is now receiving regular monthly payments of $500. To date, he has received $10,000 from the annuity and will not have received the full amount invested for another 6 years.*

*The payments he receives from the annuity should not be counted as income until he has received the full $50,000 he invested. The JCHA cannot count the annuity payments as income for a period of 6 years and will have to ask at every reexamination.*

***Assets Disposed of for Less Than Fair Market Value:***

The JCHA must count assets disposed of for less than fair market value during the two years preceding certification or recertification. The JCHA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure, bankruptcy, divorce, or separation are not considered to be assets disposed of for less than fair market value.

The JCHA's minimum threshold for counting assets disposed of for less than Fair Market value is $10,000. If the total value of assets disposed of within a one-year period is less than $10,000, they will not be considered an asset.

## H. ADJUSTED INCOME

Adjusted Income is defined as Annual Income minus any HUD allowable deductions. HUD has five allowable deductions from Annual Income:

- **Dependent allowance:** $480 each for family members who are minors (other than the head or spouse or co-head) and for family members who are 18 years or older and full-time students or disabled. (Allowance will be adjusted annually based on inflation).
- **Reasonable Child Care Expenses:** (24 CFR 5.611(c)(1) and 5.611(c)(2, 24 CFR §§ 5.657(c)(3); 960.257(b)(3); 982.516(c)(3); and 882.515(b)(3)

  Deducted for the care of children under 13 when childcare is necessary to allow an adult member to work, attend school, or actively seek employment. Childcare expenses hardship exemption available if ineligibility to claim childcare expenses leads to inability to pay rent.

  Families must report if the circumstances that made the family eligible for the hardship exemption are no longer applicable.

  If the family reports the change in circumstances in a timely manner within 7 days The JCHA will provide the family with 30 days advance notice of any rent increase, and such rent increase will be effective the first day of the month beginning after the end of that 30- day notice period.

  If the family does not report the change in a timely manner, the adjustment will be made retroactive to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any underpaid rent and may be offered a repayment agreement.
- ***Elderly/disabled allowance*:** $525 per family for families whose head or spouse is 62 or over or disabled.
- ***Allowable medical expenses*:** Unreimbursed medical expenses will increase to 10% effective January 1, 2024.

**Phased-in Relief:**
All families who received a deduction for unreimbursed health and medical care and/or reasonable attendant care or auxiliary apparatus expenses based on their most recent income examination prior to January 1, 2024, will begin receiving the 24-month phased-in relief at their next annual or interim reexamination, whichever occurs first after the PHA implements HOTMA.

- Families who receive this phased-in relief will have eligible expenses deducted as follows:
  - 1st twelve months– in excess of 5% of annual income.
  - 2nd twelve months – in excess of 7.5% of annual income.
  - After 24 months – in excess of 10% threshold will phase in and remain in effect unless the family qualifies for general hardship relief.
  - Once a family chooses to obtain General Relief, a family may no longer receive the phased-in relief.
- Hardship exemptions will be available based on need – a 5% threshold applied.
- **Allowable Disability Assistance Expenses:**

  A family may request a hardship exemption for health or medical care expenses, reasonable attendant care, or auxiliary apparatus expenses.

- Eligibility: A family must demonstrate that their applicable expenses increased, or they experienced a change in circumstances that resulted in a financial hardship, as defined below, that would not otherwise trigger an interim reexamination. This relief is available regardless of whether the family previously received health and medical deductions or is currently receiving, or previously received, a phased-in hardship exemption under 5.611(c) (1).
- A change in circumstances includes the need for new, qualifying, health/ medical, reasonable attendant care and auxiliary apparatus expenses or an increase in the cost of qualifying expenses so that qualifying expenses exceed 5% of the family's annual income.
- The exemption ends when the circumstances that made the family eligible for the exemption no longer apply or after 90 days, whichever comes earlier.
- If the family wishes to request a successive 90-day period for the exemption, they must make that request within [14] days of the end of the current eligibility period and must demonstrate to the PHA why an additional period of exemption is warranted.

If the JCHA determines that the expense giving rise to the hardship exemption will not end within 90 days, the JCHA may grant one or more 90-day extensions in advance.

The JCHA will not consider more than four (4) consecutive requests for this hardship exemption.
Verification:

The JCHA must obtain third-party verification of the family's inability to pay rent or must document in the file the reason third-party verification was not available. The JCHA must attempt to obtain third-party verification prior to the end of the 90-day period.

The JCHA must comply with the Health Insurance Portability and Accountability Act (HIPAA) (Pub. L. 104-191, 110 Stat. 1936) and the Privacy Act of 1974 (Pub. L. 93-579, 88 Stat. 1896) when requesting documentation to determine eligibility for a financial hardship exemption for unreimbursed health and medical care expenses.

The JCHA may not request documentation beyond what is sufficient to determine anticipated health and medical care and/or reasonable attendant care and auxiliary apparatus costs or when a change in circumstances took place. Before placing bills and documentation in the tenant file, The JCHA will redact all personally identifiable information. The JCHA will comply with all federal nondiscrimination and civil rights statutes and requirements, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act, Section 504, and the Americans with Disabilities Act, as applicable. Among other obligations, this includes providing reasonable accommodation that may be necessary for persons with disabilities.

Attendant Care:
The JCHA will accept written third-party documents provided by the family. If family-provided documents are not available, The JCHA will provide a third-party verification form directly to the care provider requesting the needed information.

Expenses for attendant care will be verified through:

- Written third-party documents provided by the family, such as receipts or canceled checks.
- Third-party verification form signed by the provider, if family-provided documents are not available.
- If third-party verification is not possible, written family certification as to costs anticipated to be incurred and the anticipated period.

Auxiliary apparatus expenses will be verified through:

- Written third-party documents provided by the family, such as billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the period for which the hardship is requested.
- Third-party verification form signed by the provider, if family-provided documents are not available.
- If third-party or document review is not possible, written family certification of estimated apparatus costs for the period for which the hardship is requested.

In addition, the JCHA will verify that:

- The family member for whom the expense is incurred is a person with disabilities.
- The expense permits a family member, or members, to work.
- The expense is not reimbursed from another source.

Family member(s) permitted to work:

- The JCHA will verify that the expenses claimed enable a family member, or members, including the person with disabilities, to work.
- The JCHA will request third-party verification from a rehabilitation agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work.
- This documentation may be provided by the family. If third-party verification has been attempted and is either unavailable or proves unsuccessful, the family must certify that the disability assistance expense enables a family member, or members (possibly including the family member receiving the assistance), to work.

Unreimbursed Expenses:

- To be eligible, the costs must not be reimbursed by another source.
- The family is required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source first.

***Child Care Expenses:***

Reasonable childcare expenses for children under 13 years of age including foster children may be deducted from annual income if they enable an adult to work, attend school full time, or actively seek employment, but only to the extent such amounts are not reimbursed. In the case of a child attending private school, only after-hours care can be counted as childcare expenses.

The JCHA may not disallow a deduction for childcare expenses because there is an unemployed adult family member who may be available to provide the care.

*The maximum childcare expense allowed is based on the following guidelines:*

- Childcare to work: Childcare expenses allowed must be less than the amount earned by the person enabled to work. The person enabled to work will be the adult member of the household who earns the least amount of income from working.
- Childcare for school: The number of hours claimed for childcare should be reasonable in comparison with the number of hours attending school. The JCHA will take travel time into consideration.

For unconventional childcare payments (e.g., cash), a notarized statement of payment by the childcare provider will be acceptable documentation.

***Medical Expenses:***

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, JCHA will refer to IRS Publication 502 as a guide.

Medical expenses include, but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by the JCHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

## I. "MINIMUM RENT" AND MINIMUM FAMILY CONTRIBUTION

Families are required to pay a minimum TTP (rent and utilities) of $50 a month. The JCHA may grant an exception to the minimum rent requirement when a family documents that the minimum rent would create a hardship because:

- Family has lost eligibility or is awaiting an eligibility determination for a Federal or local assistance program;
- Family would be evicted as a result of imposing the minimum rent requirement;
- Family's income has decreased because of changed circumstances including the loss of employment; or
- There has been a death in the family.

If a family requests a minimum rent hardship exception, the JCHA will suspend the minimum rent charge and adjust the HAP payment effective the beginning of the month following the family's hardship request until the JCHA determines whether there is a qualifying hardship whether such hardship is temporary or long term.

The JCHA may request documentation of the hardship and will determine promptly whether a hardship exists and whether it is temporary or long term. If the JCHA determines that no hardship exists, the minimum rent will be imposed retroactively to the time of suspension.

If the hardship is determined to be temporary, the minimum rent will not be imposed for a period of 90 days beginning the month following the date of the family's request. At the end of that period, the minimum rent will be imposed retroactively to the time of suspension. A reasonable repayment agreement to cover minimum rent charges accumulated during the suspension will be offered.

If the JCHA determines the hardship to be of long-term duration, the family will receive an exemption until the hardship no longer exists.

## J. REDUCTION IN BENEFITS

If the family's benefits, such as social security, SSI or TANF, are reduced due to family error, omission, or misrepresentations, the JCHA will use the gross amount of the benefit. If the family's benefits are reduced through no fault of the family, the JCHA will use the net amount of the benefit. For example, if the SS/SSI or TANF income is sanctioned due to an overpayment, the JCHA will use the reduced amount to calculate the family's rent portion provided that the original full amount was previously used.

If a family's Welfare benefits are reduced or eliminated due to the family's failure to participate in an economic self-sufficiency program, to comply with a work requirement, or as a result of fraud, the JCHA will not reduce rent to reflect the lost benefit. The JCHA will include as annual income the "imputed welfare income", which is the amount of annual income not actually received by the family as a result of a specified welfare benefit reduction. The JCHA will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.

The JCHA will obtain written verification from the welfare agency that the benefit reduction was caused by non-compliance or by fraud before denying a family's request for recertification of income and rent reduction. The prohibition against reducing rent will not apply when welfare benefits are lost because the lifetime or other term limit on receipt of benefits has expired, in a situation where the family has complied with welfare requirements but cannot obtain employment, or because a family member has not complied with other welfare agency requirements. Any family denied a rent reduction after a loss of welfare benefits will be informed of its right to an informal hearing.

## K. PRO-RATION OF ASSISTANCE FOR "MIXED" FAMILIES

Pro-ration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

"Mixed" families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. (See Chapter 13, "Re-certifications") Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995, by addition of an ineligible member are entitled to prorated assistance.

Pro-rated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Total Tenant Payment is the gross rent minus the prorated assistance.

## L. INCOME EXCLUSIONS

Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:

- The value of the allotment of food stamps
- Payments to volunteers under the Domestic Volunteer Services Act of 1973
- Payments received under the Alaska Native Claims Settlement Act
- Income from sub marginal land of the U.S. that is held in trust for certain Indian tribes

- Payments made under HHS's Low-Income Energy Assistance Program
- Payments received under the Job Training Partnership Act
- Income from the disposition of funds of the Grand River Band of Ottawa Indians
- The first $2000 per capita received from judgment funds awarded for certain Indian claims
- Amount of scholarships awarded under Title IV including Work Study
- Payments received under the Older Americans Act of 1965
- Payments from Agent Orange Settlement
- Payments received under the Maine Indian Claims Act
- The value of childcare under the Child Care and Development Block Grant Act of 1990
- Earned income tax credit refund payments
- Payments for living expenses under the AmeriCorps Program
- Any allowance paid to a child suffering from spina bifida who is a child of a Vietnam veteran.
- Any crime victim compensation as determined by the Victims of Crime Act because of a crime committed against the applicant.
- Amounts earned by temporary Census employees from employment lasting less than 180 days.
- Additional income exclusions provided by and funded by the JCHA (Currently the JCHA does not provide exclusions from income in addition to those already provided for by HUD.)
- All IRS economic stimulus payments
- Kinship Care payments
- Veterans' aide and attendant care
- Distributions of principal from non-revocable trusts, including Special Needs Trusts
- The full amount of periodic amounts 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 amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or funds in retirement and educational savings accounts, are excluded.) Welfare assistance, SSI and other non-earned income paid to children (under the age of 18 years) is always included in annual income.
- Amounts received from Medicaid or other state/local programs meant to keep a family member with a disability living at home.

## M. INCOME EXCLUSIONS FOR EDUCATION FEES

Education fees exclude from calculations of individual income any financial assistance received for mandatory fees and charges (in addition to tuition). Notice PIH 2015-21 provides guidance as to what constitutes such fees.

(HCV, PVP, Sec. 8 Mod. Rehab.), the definition of 'income" may result in a change in how such income is calculated, as explained in the example below:

Kim, a 22-year-old, married, participant in a Section 8 program, is enrolled in a nursing program at her local community college. She is receiving $7,000 in financial assistance to cover the full cost of tuition and fees of $6000 for the academic year. The $6,000 includes:

- $2,500 in tuition per semester (total $5,000) *plus*
- $500 in individual fees (total $1,000) – athletic fee, writing laboratory fee, student center fee, science laboratory fee, technology fee – charged to every student per semester.

In this example, the excess $1,000 ($7,000 - $6,000) Kim received in financial assistance will be included in her annual income in accordance with 24 CFR 5.609(b)(9).

Under HUD's previous definition of tuition, Kim's housing authority might have considered her income from financial assistance in excess of tuition to be $2,000 (excess of $1,000, as calculated above, plus total fees of $1,000) if her college's tuition did not include fees. Under HUD's new definition, Kim's housing authority will determine her excess financial assistance to be $1,000 rather than $2,000, because the required fees and charges are included with tuition.

## N. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

The JCHA will maintain an up-to-date utility allowance schedule. The Utility Allowance is intended to help defray the cost of utilities not included in the rent and is subtracted from the Total Tenant Payment to establish the family's rent to the landlord. The allowance is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality and is updated annually by the JCHA. Allowances are not based on the individual family's actual energy consumption.

The revised utility allowances will be applied in a participant family's rent calculation at the next reexamination. The approved utility allowance schedule is given to families at each briefing. The utility allowance is based on the voucher size issued. This rule is subject to reasonable accommodations reviewed on a case-by-case basis.

Where the utility allowance exceeds the family's Total Tenant Payment, the JCHA will provide a utility reimbursement payment for the family each month. The check will be made out directly to the tenant. The utility bill must be in the name of the head of household, spouse or co-head of household. A Utility Allowance will not be provided during the period that the utilities are not in the name of the head of household/co-head.

Section 242 established a cap on the utility allowance for families leasing oversized units. The cap is set at an amount based on family size rather than the size of the unit lease, with the ability to set a higher amount to provide a reasonable accommodation to the family of a person with disabilities, harmonizing the utility allowance standard with the payment standard requirement.

# CHAPTER 8
# VERIFICATION PROCEDURES

## A. INTRODUCTION

HUD regulations require that the factors of eligibility and Total Tenant Payment be verified by the JCHA. Applicants and program participants must furnish proof of their statements whenever required by the JCHA, and the information they provide must be true and complete. The JCHA's verification requirements are designed to maintain program integrity. This Chapter explains JCHA procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and family composition. The JCHA will ensure that proper authorization from the family is always obtained before making verification inquiries.

## B. METHODS OF VERIFICATION AND TIME LIMITS

The JCHA has implemented Upfront Income Verification (UIV) using sources such as HUD's Enterprise Income Verification (EIV). This is HUD's highest level of verification. The JCHA has established a hierarchy of six verification levels. The JCHA will begin with the highest level of verification techniques:

- Level Six: Up Front Income (UIV) using HUD's (EIV) System and the Income Validation Tool (IVT)
- Level Five: UIV using non-HUD system
- Level Four: Written third-party document provided by the family
- Level Three: Written third-party verification form
- Level Two: Oral third-party oral verification
- Level One: Tenant declaration

When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the formation they have provided to the JCHA.

The JCHA may require a family to certify that a family member does not receive a particular type of income or benefit.

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

The JCHA will allow two weeks for return of third-party verifications and one week to obtain other types of verifications before going to the next method.

In the case of VAWA victims •**Low-barrier certification process** – Enables survivors to exercise their VAWA rights through self-certification in most cases, easing the barrier of third-party validation. The final rule includes a certification form that may be used by covered housing providers.

For applicants, verifications may not be more than 60 days old at the time of Voucher issuance. For participants, they are valid for 60 days from date of receipt.

***Level Six: Up-Front Income Verification (UIV) using EIV and IVT***

UIV is the verification of income, before or during a reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals.

HUD's EIV System is a type of UIV system that is a mandatory resource that must be used by every PHA to verify participant income and employment during interim and mandatory annual reexaminations.

The EIV system is a web-based application which provides PHAs with employment, wage, unemployment, and social security benefit information of participants in the housing choice voucher programs. Information in the EIV is derived from computer matching programs with the Social Security Administration (SSA) and the Department of Health and Human Services.

Within the EIV system, the Income Validation Tool (IVT) provides a comparison between tenant reported income and previously reported income on the form HUD-50058 and includes any discrepant income information from data sharing with HUD partners. The IVT replaces the income discrepancy report. Data in the tool is updated monthly.

***Level Five: UIV Using Non-HUD System***

UIV using other sources is the second most preferable form of verification. Current UIV resources include the following:

- State government databases/SWICA
- State Temporary Assistance for Needy Families 9TANF) systems
- Credit Bureau Association (CBA) credit reports
- Internal Revenue Service (IRS) tax transcripts (request with IRS form 4506-T)
- Private sector databases (e.g., The Work Number)

***Level Four: Witten Third Party Verification – Documents Provided by the Family***

An original or authentic document generated by a third-party source dated either within the 60-day period preceding the reexamination or PHA request date. Such documentation may be in the possession of the tenant (or applicant) and is commonly referred to as tenant-provided documents. It is the Department's position that such tenant-provided documents are written third party verification since these documents originated from a third-party source. The PHA may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable tenant-provided documentation (generated by a third-party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable tenant-provided documents must be used for income and rent determinations.

The JCHA is required to obtain at a minimum, two current and consecutive pay stubs for determining annual income from wages. For new income sources or when two pay stubs are not available, the JCHA would project income based on the information from a traditional written third-party verification form or the best available information.

***Level Three: Third-Party Written Verification:***

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information. Verifications received electronically (faxed) directly from the source are considered third party written verification.

The JCHA will not accept verifications that are hand-delivered by the family, except for computerized printouts from the following agencies:

- Social Security Administration
- Veterans Administration
- Welfare Assistance
- Unemployment Compensations Board
- City or County Courts

The JCHA will not delay the processing of an application beyond 30 days because a third-party information provider does not return the verification in a timely manner.

***Level Two: Third-Party Oral Verification:***

Oral third-party verification will be used when written, third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a "Certification of Document Viewed or Person Contacted" form. On the form, staff must note with whom they spoke, the date and time of the conversation, and the facts provided. JCHA staff will compare the information provided to any documents provided by the Family. If verification is provided by telephone, JCHA staff must originate the call.

***Level One: Tenant Declaration:***

When verification cannot be made by a third-party verification or review of documents, families will be required to submit an affidavit or notarized statement of reported income and/or expenses to the JCHA. When the JCHA relies on tenant declarations, the JCHA must document in the tenant file why third party verification was not available.

**Exceptions to Third Party Verification Technique:**

In the event that third-party verification is unavailable or the information has not been verified by the third party within two weeks, the JCHA will note the file accordingly and utilize documents provided by the family as the primary source of verification, only if the documents provide complete information.

## C. RELEASE OF INFORMATION

The family will be required to sign specific authorization forms when information is needed that is not covered by the Form HUD-9886, Authorization for Release of Information. Each adult member requested to consent to the release of information will be required to review and sign appropriate forms. Copies will be provided upon request.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information requested by the JCHA or HUD.

## D. COMPUTER MATCHING *(24 CFR 5.233)*

HUD has implemented its Enterprise Income Verification System (EIV), a web-based application that provides PHAs with employment, wage, unemployment compensation and social security benefits information for tenants who participate in various Section 8 programs. HUD requires PHA's to use EIV system in its entirety to verify tenant employment and income information during interim and mandatory reexaminations of family composition and income in accordance with 24CFR 5.233; and reduce administrative and subsidy payment errors in accordance with 24 CFR 5.236 and other administrative guidance issued by HUD.

Using EIV as an upfront income verification (UIV) technique will be valuable in validating tenant-reported income during interim and annual reexaminations of family income; as well as streamlining the income verification process. This will result in less administrative burden in complying with third party verification requirements.

The JCHA will not use the EIV New Hires report between annual reexaminations given the JCHA ***'s*** policy to not include earned income increases in determining whether the 10% threshold is met for increases in adjusted income when the family previously had an interim reexamination performed for a decrease in annual adjusted income since the last annual reexamination.

Additionally, HUD has implemented a new report that replaces the current Income Discrepancy Report under the verification reports link in the EIV. The new report is called the Income Validation Tool (IVT) Report. This report will facilitate and enhance public housing agencies (PHAs) identification of tenant unreported or underreported income information during interim and regular reexaminations. The IVT will provide projections of discrepant income for wages, unemployment compensation and Social Security Administration (SSA) benefits pursuant to HUD's data sharing agreements with the Department of Health and Human Services (HHS) using the National Directory of New Hires (NDHA) database, and the SSA.

## E. ITEMS REQUIRING VERIFICATION

- All income not specifically excluded by the regulations.
- Zero-income status of household.
- Full-time student status including high school students who are 18 or over.
- Current assets, including assets disposed of for less than fair market value in the preceding two years.
- Childcare expense when childcare allows an adult family member to be employed, to seek employment, or to further his/her education.
- Total medical expenses of all family members in households whose head or spouse is elderly or disabled.
- Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus that allow an adult family member to be employed.
- U.S. citizenship or eligible immigrant status.
- Social Security numbers for all family members who have been issued a number.
- Qualification of preferences.
- Familial/marital status when needed for head or spouse definition.

- Disability status for determination of preferences, allowances or deductions.
- Pregnancy of a woman who applies to live alone as a family.
- Documentation for need of live-in aide.
- Insurance/ownership/RE taxes/water and sewerage/tax form ID of property owner
- Medical requests.
- Any other information required to ensure program compliance.
- All above documents are subject to HUD regulations and will be revised to comply with HUD regulations.

## F. VERIFICATION OF INCOME

***Employment Income:***

Acceptable methods for verifying employment income include, in this order:

- Employment verification form completed by the employer or completed by JCHA staff via telephone conversation with employer when staff initiates the call.
- Check stubs or earning statements indicating the employee's gross pay, frequency of pay or year to date earnings.
- W-2 forms plus income tax transcript forms.
- Income tax returns transcripts for verification of self-employment income or income from tips and other gratuities.

***Employers must specify the following on the verification forms:***

- Dates of employment;
- Amount and frequency of pay;
- Date of the last pay increase;
- Likelihood of change of employment status and effective date of any known salary increase during the next 12 months;
- Year to date earnings; and
- Estimated income from overtime, tips, bonus pay expected during next 12 months.

When doubt regarding income exists, applicants and program participants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income. Referrals to the IRS for confirmation will be made on a case-by-case basis.

***Social Security, Pensions, Supplementary Security Income (SSI) and Disability Income:***

Acceptable methods of verification include, in this order:

- Computer report electronically obtained through the Tenant Assessment Sub-System (TASS) or a hard copy.
- Benefit verification form completed by agency providing the benefits.
- Award or benefit notification letters provided by the providing agency.

- Bank statements for direct deposits.

***Unemployment Compensation:***

Acceptable methods of verification include, in this order:

- Verification form completed by the unemployment compensation agency.
- Computer printouts from unemployment office stating payment dates and amounts.

***Welfare Payments or General Assistance:***

Acceptable methods of verification include, in this order:

- JCHA verification form with computer printout completed by payment provider.
- Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.
- Computer-generated Notice of Action.

***Alimony or Child Support Payments:***

Acceptable methods of verification include, in this order:

- Copy of separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
- Notarized letter from person paying the support.
- Copy of latest check and/or payment stub from a court trustee. The JCHA must record the date, amount, and number of the check.
- Family's self-certification of amount received and the likelihood of support payments being received in the future, or self-certification that support payments are not being received.
    - If payments are irregular, copy of separation or settlement agreement or divorce decree stating the amount and type of support and payment schedules *and* one of the following:
    - Statement from agency responsible for enforcing payments demonstrating that the family has filed for enforcement;
    - Welfare notice of action showing amounts received by the welfare agency for child support; or
    - Written statement from an attorney certifying that a collection or enforcement action has been filed.

***Net Income from a Business:***

Net income equals gross income less expenses. Business expenses do not include principal payments on loans, interest on loans for business expansion or capital improvements, or other expenses for business expansion or outlays for capital improvements.

If the net income from a business is negative, it must be counted as zero income. A negative amount cannot be used to offset other family income.

Example: Negative Income from a Sole Proprietorship

- John and Mary, a married couple, apply for rental assistance.
- John operates a sole proprietorship business. The net income from the business after expenses in 2017 was -$3,500.
- Mary earns $27,000 annually as an employee, as verified by the caseworker with her employer.
- The household's income is $27,000; the $3,500 loss by John's business cannot be used to offset Mary's wages.

Acceptable methods of verification include, in this order:

- IRS Form 1040 (tax return transcripts), including:
  - Schedule C (Small Business);
  - Schedule E (Rental Property Income); and
  - Schedule F (Farm Income)
- Self-employment worksheet

There are a number of acceptable methods for projecting income from self-employment; three examples follow:

Example 1: A potential HCVP tenant has been self-employed for four years and provides a self-employment affidavit (which is always recommended) stating that the anticipated net income for the upcoming year is $22,000. Tax return transcripts for 2014, 2015, and 2016 are obtained and show the following net income:

2014: $13,000

2015: $18,000

2016: $20,000

Based on the trend as shown on the tax returns, the estimated amount on the self-employment affidavit appears reasonable and may be used. However, if the 2016 return showed net income of $26,000, the applicant should be required to provide a credible reason for the anticipated reduction in income, and if they could not, the income should either be trended based on the percentage increase from year-to-year or the 2016 income should be used – depending on the circumstances.

Example 2: A potential HCVP tenant has been self-employed for just over one year and provides a self-employment affidavit stating that the anticipated net income for the upcoming year is $22,000. The 2016 tax return transcript is obtained and shows that $22,000 was the net income in 2016. It is reasonable to project $22,000 as the income from the business.

Example 3: The potential tenant has only been self-employed for nine months and no tax return has yet been filed. Income may be annualized based on the number of full months in business. The formula is:
(Net Income Year to Date) x 12 Months / Number of Months in Business during the Current Year

So, if for the nine months of the year in business the applicant had earned net income of $24,000, the formula is:
$24,000 X 12 = $288,000 ÷ 9 months = $32,000 anticipated net income.

The key, when determining income for self-employed individuals, is to obtain enough information to reasonably project likely income for a 12-month period. As noted, tax returns transcripts are the preferred method of verifying such income, but financial statements (audited or unaudited) are acceptable when tax returns are not available. Also, it is strongly recommended that self-employed individuals always provide "Affidavits of Self-Employment" on which they state their anticipated income for the upcoming year.

***Child Care Business:***

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business.
If the applicant/participant is operating a "cash and carry" operation (which may or may not be licensed), JCHA will require that the applicant/participant complete a form for each customer which indicates: name of person(s) whose child (children) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person. If the family has filed a tax return, the family will be required to provide it.

***Recurring Gifts:***

- The family must furnish a self-certification from which contains the following information:
    - Name of gift-provider;
    - Value of gift;
    - Regularity (dates) of gift; and
    - Purpose of gifts

***Zero Income Status:***

***The JCHA*** will no longer conduct zero income review for zero income families. Instead, the JCHA will monitor zero income families in EIV to identify increases in income.

***Full-Time Student Status:***

Full-time student status may be verified through:

- Written verification from the registrar's office or other school official
- School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution

## G. VERIFICATION OF INCOME FROM ASSETS

Checking and Savings Account Interest Income and Dividends may be verified through:

- JCHA verification forms completed by the financial institution.
- Account statements, passbooks, certificates of deposit.

Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.

- IRS Form 1099 from the financial institution, provided that the JCHA adjusts the information to project earnings expected for the next 12 months.

**Interest Income from Mortgages or Similar Arrangements *will be verified by:***

- Letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient, unless a breakdown of interest and principal is shown.)
- Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

**Net Rental Income from Property Owned by Family *will be verified by:***

- IRS Form 1040 with Schedule E (Rental Income).
- Copies of latest rent receipts, leases, or other documentation of rent amounts.
- Documentation of allowable operating expenses of the property: tax statements, insurance invoice, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.
- Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.
- Real estate property will not be use if it is not suitable for occupancy

## H. VERIFICATION OF ASSETS (24 CFR 5.603(b) "Net Family Assets" para. (2); 5.618(b))

It is the policy of the JCHA to determine each family's net family assets at the time of admission and at annual and interim reexaminations.

### Family Assets:

The JCHA will determine net family assets and anticipated income earned from assets at new admission by fully verifying the information reported by the family, regardless of the family having assets that are equal to or less than $50,000.

After a family's assets of $50,000 or less have been self-certified for two years in a row, at the next annual reexamination, the JCHA will fully verify net family assets and anticipated income earned from assets.

After fully verifying the family's net family assets, the JCHA will resume accepting self-certification until the third annual reexam following the most recent full verification. If net family assets are greater than $50,000, assets will be fully verified.

When fully verifying assets, the JCHA will obtain a minimum of one account statement to verify the balance and any interest on accounts, including any checking and savings accounts.

When determining Net Family Assets, the JCHA will take the following steps:

1. Provide the family with a description of non-necessary personal property and ask the family to estimate the total value of their non-necessary personal property. If the family estimates that their non-necessary personal property is valued under $50,000 (as adjusted annually for inflation) then the PHA will not ask the family to report the individual items of non-necessary personal property, except every third year when the PHA is fully verifying all assets.

2. If the family's non-necessary personal property has a net value over $50,000, the JCHA will ask the family to report a full list of their non-necessary personal property. The JCHA will assess the list to determine if any of the items are necessary personal property. The JCHA will make a determination as to each item identified, based on HUD guidance, and if the item is determined to be necessary, or otherwise excluded from net family assets, like a retirement account, educational savings account, etc, it will be excluded from the family's net assets as stated in HUD's PIH Notice 2023-27 (https://www.hud.gov/sites/dfiles/PIH/documents/PIH2023-27.pdf)

The JCHA will consider the following to be necessary items of personal property:

Any automobile regularly used by a member of the family to commute to work, school, or childcare

Any computer or electronic device (such as laptop, tablet, monitor, or cellphone) that is used by any family member to work, look for work, or study

Any item used for religious purposes (such as a historic book of scripture).

Any furniture used in the family's home

Jewelry or other keepsakes which hold religious or cultural value, or deep family significance. For example, a watch which has been in the family and passed down from generation to generation.

The JCHA will consider the following to be non-necessary items of personal property:

Bank accounts and other financial investments (e.g., checking account, savings account, stocks/bonds)

Any automobile that is used purely for recreation (such as an RV or camping trailer) and not for any of the defined "necessary" uses, is a "non-necessary" item of personal property and is included in the calculation of net family assets

Collectible items (such as sports cards or trading cards) that are not used for a work-related purpose by a family member

The JCHA may make case-specific determinations of other "necessary" items.

***Assets Disposed of for Less than Fair Market Value:***

The JCHA will obtain the family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, the verification or certification must show:

- All assets disposed of for less than fair market value;
- Date assets were disposed of;
- Amount the family received; and
- Market value of the assets at the time of disposition.
- Third party verification will be obtained whenever possible.

## I. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

***Child Care Expenses:***

Verification of childcare expenses should include:

- Written verification from the person who receives the payments. If the childcare provider is an individual, a statement of the amount the individual is charging the family for the service. Verifications must specify the name of the childcare provider, address, telephone number, Social Security number, names of children cared for, number of hours cared for and the specific hours of care, rate of pay, and typical yearly amount paid, including school and vacation periods.
- Family certification as to whether any of the childcare payments have been or will be paid or reimbursed by outside sources.

***Medical Expenses:***

Families who claim medical expenses or expenses to assist a person(s) with a disability or handicap will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

- Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.
- Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
- Written confirmation from the Social Security Administration indicating the amount of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

***Live-In Aide Care:***

- Reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.
- Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or paycheck stubs from the agency providing the services.
- Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.
- Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.
- Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. JCHA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.

The JCHA will use mileage at the IRS rate, or cab, bus fare, or other public transportation directly related to medical treatment.

***Assistance to Persons with Disabilities:***

- Written certification from a reliable, knowledgeable professional must be provided attesting that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently, independently to enable another family member to be employed.
- The family must certify as to whether it receives reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.
- For expenses related to attendant care the JCHA will require the attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.
- If the attendant's certification cannot be obtained, the family may provide self-certification and copies of canceled checks that the family used to make payments.
- Costs may be verified using receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.
- In the case where the person with disabilities or handicaps is employed, statement from the employer that the auxiliary apparatus is necessary for employment will be required.

## J. VERIFICATION OF NON-FINANCIAL FACTORS

***Verification of Legal Identity:***

To pursue program abuse, the JCHA requires verification of identity for all family members using one or more of the following:

- Current, valid Driver's License (Photo Only)
- U.S. military discharge (DD 214)
- U.S. passport
- Department of Motor Vehicles Identification Card (Photo only)
- Certificate of Birth, naturalization papers
- Church-issued baptismal certificate
- Voter's registration
- Adoption papers
- Custody agreement
- School records

***Verification of Legal Identity:***
If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

***Marital Status:***

- To verify a divorce, a family member may provide a certified copy of the divorce decree, signed by a Court Officer.
- To verify a separation, a copy of court-ordered maintenance or other records may be submitted.
- To verify marriage, a copy of a marriage certificate may be used.

***Familial Relationships:***

Self-certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification as follows:

- To verify relationship, official identification showing names or birth certificates.
- To verify guardianship:
  - Court-ordered assignment;
  - Verification from social services agency; or

Examples of a stable family relationship include joint bank accounts or other shared financial transactions, leases or other evidence of prior cohabitation, and credit reports showing relationship.

***Permanent Absence of Adult Household Member:***

The JCHA requires one or more of the following to verify that an adult household member has permanently separated from the household.

- Legal papers documenting a spouse instituted a divorce action.
- Legal papers documenting a spouse instituted a legal separation.

- Order of protection/restraining order obtained by one family member against another.
- Proof of another home address, such as utility bills, canceled rent check, driver's license, or lease or rental agreement, if available.
- Statements from other agencies such as social services
- If the adult family member is incarcerated, a document from the Court or prison stating how long member will be incarcerated.

***Change of Family Composition:***

The JCHA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspection, landlords, neighbors, school or Department of Motor Vehicles records, and other sources.

***Disability:***

- Verification of a disability may be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001 (7).
- A disability may also be verified with a signed statement from an appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD definition to describe the individual in question.

***Citizenship/Eligible Immigrant Status:***

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 the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his/her status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the JCHA hearing is pending.

- Citizens or Nationals of the United States: Signed declaration under penalty of perjury. JCHA will not require citizens to provide documentation of citizenship.
- Eligible Immigrants who were Participants and 62 or over on June 19, 1995: Signed declaration of eligible immigration status and proof of age.
- Non-citizens with eligible immigration status: Signed declaration of status and verification consent form and submission of original immigration documents to the JCHA, which are to be copied and returned to the family. The JCHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the JCHA must request within ten days that the INS conduct a manual search.

Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

Noncitizen 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.

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 Citizenship Verification:***

For applicants, verification of eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. 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 except, in the case of port-in families, if the initial PHA does not supply the documents, the JCHA must conduct the determination.

Extension 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 circumstance. The JCHA will generally allow up to 60 days to provide the document or a receipt issued by the INS for issuance of replacement documents.

Only the following documents are acceptable documents of eligible immigration, 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 a replacement of any of the above documents that shows that the 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 by the JCHA for five years.

***Social Security Numbers:***

Social Security numbers must be provided as a condition of eligibility for all family members if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration. If a family member cannot produce a Social Security Card, only the documents listed below showing his or her Social Security number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

- Driver's license (photo only)
- Identification card issued by a Federal, State, or local agency

- Identification card issued by medical insurance company or provider, including Medicare and Medicaid.
- IRS Form 1099.
- Benefit award letter from government agency.
- Retirement benefit letter.
- Verification of benefits or Social Security Number from Social Security Administration.

New family members will be required to produce their Social Security card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the JCHA.

If an applicant or participant is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or participant must sign a certification to that effect provided by the JCHA. The applicant/participant or family member will have an additional 30 days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's assistance will be terminated.

***Social Security Numbers:***

In the case of an individual at least 62 years of age, the JCHA may grant an extension for an additional 30 days to a total of 60 days. If, at the end of this time, the elderly individual has not provided documentation, the family's assistance will be terminated.

If the family member states he or she has not been issued a number, the family member will be required to sign a certification to that effect.

***Medical Need for Larger Unit:***

Verification that a larger unit is necessary must be through a written certification from a reliable, knowledgeable professional, usually a doctor or medical professional in writing and will then be confirmed by the Housing Assistance Technician and approved by the Director or designee. Medical necessity for a larger bedroom size will be verified annually at recertification and granted at the JCHA's discretion.

## K. VERIFICATION OF PREFERENCE STATUS

One or more of the documents listed in a category is required to verify qualification of that preference.

**<u>Verification of Preference 1:</u> JCHA Residents Relocated as a Result of Modernization/Revitalization Activities or Other JC Families Displaced by Redevelopment Activities**

- Qualification for the "JCHA Resident" status requires verification of displacement by HOPE VI activities through a letter from appropriate JCHA staff.
- Qualification for the "Other JC Families Displaced by Redevelopment Activities" status requires verification of displacement through a letter from appropriate JCHA staff or the appropriate entity responsible for the City's redevelopment activities.

**Verification of Preference 2: JCHA/JC Resident/Victim Witness or Victim of Domestic Violence or JC Graduates of a HUD-Approved Transitional Housing Program**

- Witness Victims must be identified through referral from the Hudson County Prosecutor's office. Eligibility for this preference also requires residency in a JCHA-owned apartment which may be verified using a copy of the resident's JCHA lease or by memo from an appropriate JCHA staff member.

- To verify that an applicant is a "Jersey City resident", the JCHA will require a rent receipt, or a lease, or a utility bill, or a notarized Verification Statement from the household with whom the family is residing or for families who work or who have been hired to work in JCHA's jurisdiction, a statement from the employer will be required.

- Victims of Domestic Violence must submit a completed form HUD-50066 and other official documentation such as a police report or letters from the Prosecutors Office, social service providers, medical professional, record of an administrative agency, etc. The victim is required to provide the name of the perpetrator on the HUD 50066 only if the name of the perpetrator is safe to provide and is known to the victim. Eligibility for this preference also requires residency in a JCHA-owned apartment which may be verified by using a copy of the resident's JCHA lease or by memo from an appropriate JCHA staff member.

- Families moving from temporary accommodations in a HUD-approved transitional housing program must provide a verification signed by the program director.

**Verification of Preference 3: Jersey City Residents who are Veterans and Whose Household Income is Within the Income Target Mix**

- To verify that an applicant is a "Jersey City resident", see above.
- To verify Veteran Status, the JCHA will require U.S. government documents which indicate that the applicant qualifies as a Veteran.
- Income Target Mix will be verified by using the standard employment verification/training program

**Verification of Preference 4: Any Jersey City Resident**

- The verification required is the same as described for residency status under Preference 2.

**Verification of Preference 5: Other**

- All families who have not qualified for higher preferences by providing adequate verification, will be placed in the Preference 6 category in order by date and time of application.

# Chapter 9
# BRIEFING AND VOUCHER ISSUANCE

## A. INTRODUCTION

The JCHA's objectives are to assure that families selected to participate in the Section 8 Program are successful in leasing a suitable apartment, and that they have sufficient knowledge to derive maximum benefit from the Program and to comply with Program requirements. When families are determined eligible, the JCHA will conduct a mandatory briefing to ensure that families know how the Program works. The briefing will provide a broad description of owner and family responsibilities, JCHA procedures, and how to lease a unit. The family will also receive a briefing packet, which provides more detailed information about the Program, including the benefits of moving outside areas of low-income concentration. This Chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition, income, etc. will be handled.

## B. ISSUANCE OF VOUCHERS

When funding is available, the JCHA will issue Vouchers to eligible applicants. Voucher issuance must be within the dollar limitations set by the Annual Contributions Contract (ACC) budget. The number of Vouchers issued must ensure that the JCHA maintains maximum lease-up. The JCHA determines whether applications can be processed, the number of Vouchers that can be issued, and to what extent the JCHA can over-issue, if any. The JCHA may over-issue Vouchers only to the extent necessary to meet leasing goals. All Vouchers that are over-issued must be honored. If JCHA finds it is over-leased, it must adjust future issuance in order not to exceed the ACC budget limitations over the fiscal year.

## C. BRIEFING TYPES AND REQUIRED ATTENDANCE

### *Initial Applicant Briefing:*

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefing will be conducted in group and/or individual meetings. Families who attend a group briefing but need individual assistance will be referred to a Housing Assistance Technician. Briefings will be conducted in English, but may also be conducted in Spanish if requested.

The purpose of the briefing is to explain the documents in the Voucher Briefing Packet so that the family is fully informed about the Program. This will enable them to utilize the Program to their advantage, and prepares them for discussions with potential owners and property managers.

The JCHA will not issue a Voucher to a family unless the household representative (head of household, co-head or spouse) has attended a briefing and signed the Voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend two scheduled briefings without prior notification and approval of JCHA, may be denied admission based on failure to supply information needed for certification. The JCHA may conduct individual briefings for families with disabilities at their home, upon written request by the family, if required for reasonable accommodation.

***Briefing Packet:***

The documents and information provided in the briefing packets will comply with all HUD requirements. JCHA also includes other information and/or materials not required by HUD. The family is provided with the following information and materials:

- Term of the Voucher and JCHA policy for requesting extensions to the term of the Voucher or suspension of the Voucher.
- Description of the method used to calculate the Housing Assistance Payment (HAP) and information on Payment Standards and utility allowance.
- Explanation of how the maximum allowable rent is determined, including procedures for determining rent reasonableness.
- Guidance and materials to assist the family in selecting a unit, such as proximity to employment, public transportation, schools, shopping, and the accessibility of services. Guidance will also be provided to assist the family to evaluate the prospective unit, such as the condition, whether the rent is reasonable, average utility expense, energy, and security.
- Information on areas of low-income concentration and maps and information of areas outside concentration (i.e., schools, transportation, shopping, etc.)
- Explanation of the portability option and a list of portability contacts for neighboring Housing Authorities.
- Sample of the HUD tenancy lease addendum and request for Lease Approval form with a description of the procedure for requesting approval for a unit.
- JCHA policy on providing information about families to prospective owners.
- Subsidy Standards, including when and how exceptions are made and how unit size listed on Voucher relates to the unit size selected.
- HUD brochure, “A Good Place to Live” on how to select an apartment that complies with HQS Standards.
- HUD brochure on lead-based paint and information about where blood level testing is available.
- Information on Federal, State, and local equal opportunity laws, including the pamphlet “Fair Housing: It’s Your Right”. The JCHA will also include information on reporting suspected discrimination and the phone numbers of the Local Fair Housing Agency and the HUD enforcement office.
- A list of landlords or other parties willing to lease to assisted families or help in the housing search and a list of available housing units including accessible units in all neighborhoods submitted by owners as available upon request at the JCHA’s front desk. The list includes owners and agencies that are outside areas of low-income concentration.
- Family Obligations under the Program.
- Grounds for termination of assistance because of family action or failure to act and informal review/hearing procedures.

***Other Information to be provided at the Briefing:***

The JCHA staff person conducting the briefing will also describe how the Program works and the relationship between the family and the owner, the family and the JCHA, and the JCHA and the owner. The briefing interview presentation emphasizes:

- Family and owner responsibilities.
- Where a family may lease a unit inside and outside of the JCHA's jurisdiction.
- How portability works for families eligible to exercise the portability option.
- Advantages to moving to area with low concentration of low-income families if the family is living in a high poverty census tract in the JCHA's jurisdiction.
- How to choose an apartment carefully.
- Self-Sufficiency initiatives including Welfare to Work, Family Self-Sufficiency, etc.
- FUP families will be required to sign a stipulation regarding displacement of their children immediately upon removal from the household.

If the family includes a person with disabilities, the JCHA will ensure compliance with HUD Regulation***s*** to ensure effective communication.

***Owner Briefing:***

Briefings will be held for owners at least once per year. All new owners receive a personal invitation and current owners are notified by mail. Prospective owners are also welcome. The purpose of the briefing is to assure successful owner participation in the Program.

## D. TERM OF VOUCHER

During the briefing session, each household will be issued a Voucher, which represents a contractual agreement between the JCHA and the family and specifies the rights and responsibilities of each party. It does not constitute admission to the Program, which occurs when the lease and contract become effective.

***Change of Preference:***

Preference will be established at the time of initial briefing. Once a voucher has been issued, if the family's preference changes, the JCHA will not rescind the voucher since preference is established at time of voucher issuance.

***Expirations:***

The Voucher is good for a period of 60 calendar days from the date of issuance. The family must submit a Request for Tenancy Approval within the 60 day period; the family will be given an automatic extension of at least 60 days. Upon receipt of a Request for Tenancy Approval, search time will be suspended.

If the Voucher expires and is not extended by the JCHA, or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. (If the family is currently assisted, it may remain as a participant in the unit if there is an assisted lease/contract in effect.)

***Extensions:***

A family may request an extension of the Voucher time period. All requests for extensions must be received prior to the expiration date of the Voucher. Extensions are permissible at the discretion of the JCHA up to a maximum of 60 days, primarily for the following reasons**:**

- Extenuating circumstances, such as hospitalization or family emergency, which has affected the family's ability to find a unit within the 120 day period. Verification is required.
- The JCHA is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of the JCHA, throughout the initial 120 day period. A completed search record is required.
- The family was prevented from finding an apartment due to the need to locate an accessible unit to accommodate a disabled family member or for the family's need for a unit with four or more bedrooms. A completed search record is required as part of the verification.

Upon receiving satisfactory documentation of one of the above, the JCHA will provide extensions in 30 days periods up to the maximum of 120 days.

*Voucher Issuance for Mainstream Programs: (PIH Notice 2024-30)*

For Mainstream Vouchers', the initial term of the voucher will be at least 120 days. The initial 120-day term also applies when a family chooses to move to a new unit with continued assistance inside or outside the PHA's jurisdiction in accordance with 24 CFR 982 subpart H.

If a family requires additional time for the unit search, the JCHA will provide an extension as part of a reasonable accommodation under Section 504 of the Rehabilitation Act and HUD's Section 504 requirements (24 CFR part 8; See also 24 CFR 982.303(b)(2)).

***JCHA extension policy for Mainstream Vouchers:***

1) each extension will be for a minimum of 90 days,

2) the JCHA will approve the first extension request, regardless of the minimum of 90 days,

3) the JCHA will approve the first extension request, regardless of how the request is made (written or verbal) or when it is made, as long as the request is made on or before the term expiration date and is consistent with applicable requirements; subsequent requests should be processed in accordance with the JCHA's requirements; subsequent requests will be processed in accordance with the JCHA's administrative plan,

4) the JCHA will, on at least one occasion after voucher issuance, notify the family prior to the initial term expiration to remind them of the issuance, notify the family prior to the initial term expiration to remind them of the term expiration date

## E. ASSISTANCE TO VOUCHER HOLDERS DURING SEARCH

Families who require additional assistance during their search may call the JCHA to request assistance. Voucher holders will be notified at the briefing that the JCHA periodically updates the listing of available units and how the updated list may be obtained. The JCHA will assist families with negotiations with owners and provide other assistance related to the families' search for housing, including assistance in locating units outside of areas of low-income concentration.

## F. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS

When a family assisted under the Section 8 Program becomes divided into two otherwise eligible families due to divorce, legal separation or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, the JCHA shall consider the following factors to determine which of the families will continue to be assisted:

- Which of the two new family units has custody of dependent children.
- Which family member was the head of household at issuance (listed on the initial application).
- The composition of the new family units, including which unit contains elderly or disabled members.
- Whether domestic violence was involved in the breakup.
- Which family members will remain in the unit.
- The recommendations of social service professionals.
- If the removed resident or lawful occupant was the sole resident eligible to receive assistance under a covered housing program, the JCHA will provide any remaining resident the opportunity to establish eligibility for the covered housing program. If the remaining resident cannot establish eligibility, the JCHA will provide the resident a reasonable time to find new housing or to establish eligibility under another covered housing program.

Documentation of these factors will be the responsibility of the requesting parties. If documentation is not provided, the JCHA will terminate assistance on the basis of failure to provide information necessary for a recertification.

## G. ISSUANCE OF VOUCHER FOR REMAINING MEMBER OF TENANT FAMILY

To be considered a remaining member of the tenant family, the person must have been previously approved by the JCHA to be living in the unit. A live-in aide, by definition, is not a member of the family and will not be considered a remaining member of the family.

In order for a minor child to continue to receive assistance as a remaining family member, the court must have awarded emancipated minor status to the minor, or the JCHA has to have verified that the appropriate agency has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period. The caretaker will be treated as a visitor for 90 calendar days. After the 90 calendar days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases the JCHA will extend the caretaker's status as an eligible visitor. However, when the oldest minor becomes of legal age, currently 18 yrs. old, the subsidy will be transferred back to that original family member and the adult brought into the unit will no longer receive the subsidy. A reduction in family size may require a reduction in the Voucher size.

## H. REMOTE HEARINGS AND REMOTE BRIEFINGS

The Jersey City Housing Authority (JCHA) began conducting hearings and briefings remotely due to the COVID-19 Pandemic in May 2020. The process of conducting remote hearings and remote briefings detailed below enables the JCHA to comprehensively meet the requirements of basic statutory and regulatory standards. When the pandemic ends, JCHA will continue to conduct hearings and briefings remotely or in-person.

In compliance with PIH Notice 2020-32, JCHA arranges for individual or group meetings for the activities listed below. Advances in technology provide options for the JCHA and families to participate remotely in such meetings. Hearings and briefings may be conducted telephonically, via video-teleconferencing, or through other virtual platforms absent a request by a party for an in-person hearing or briefing. Below are the regulatory program requirements JCHA follows for hearings and oral briefings.

**a.** Applicant: An oral briefing is required for all new applicants to the HCV program (24 CFR 982.301(a)) and the PBV program (24 CFR 983.252(a)). A briefing is required for all new applicants to the Moderate Rehabilitation program (24 CFR 882.514(d)).

**b.** Applicant: JCHA will provide an applicant an opportunity for an informal review of the JCHA's decision to deny assistance to the applicant (24 CFR 982.554; 24 CFR 882.514(f)).

**c.** The JCHA will provide participants with the opportunity for an informal hearing for decisions related to any of the following determinations: • Family's annual or adjusted income and the housing assistance payment. • Appropriate utility allowance used from schedule. • Family unit size under JCHA subsidy standards. • Termination of assistance for any reason. • Termination of a family's FSS Contract, withholding supportive services, or proposing forfeiture of the family's escrow account. • Payment to an owner for damages, unpaid rent or vacancy loss claim

**d.** Tenant Protection Voucher (TPV) Family Briefing: Notice PIH-2013-27 requires JCHA to conduct a family briefing prior to obtaining a family's voluntary written consent to relinquish their right to tenant-based assistance for families electing to remain in a project with TPVs. This applies to projects selected for PBV assistance that have undergone a Housing Conversion Action and projects that will undergo a Housing Conversion Action prior to the JCHA 's selection of the PBV project. Likewise, Notice PIH-2019-05 also requires a family briefing prior to obtaining a family's voluntary written consent to relinquish their right to tenant-based assistance if JCHA plans to use PBVs as part of, or immediately following, a Section 22 streamlined voluntary conversion of a public housing property.

**Definitions.**

**a. Remote Hearing** refers to the informal review for denial of assistance (24 CFR 982.554) and an informal hearing for a participant (24 CFR 982.555). In the Moderate Rehabilitation program, a "remote hearing" refers to the informal hearing for denial of assistance or termination of assistance (24 CFR 882.514(f)).

**b. Remote Briefing** refers to the oral briefing the JCHA is required to provide to every new HCV program applicant (24 CFR 982.301(a)), including project-based voucher applicants (24 CFR 983.252(a)) and for TPV family briefing (as described above under item d). It also refers to the briefing the JCHA is required to provide to every new Moderate Rehabilitation applicant (24 CFR 882.514(d)).

**1. Technology Platform and Accessibility.**

**a. Accessibility requirements for persons with disabilities.** Under Section 504 and the ADA, JCHA is obligated to take appropriate steps to ensure effective communication with applicants, participants, members of the public, and companions with disabilities through the use of appropriate auxiliary aids and services (AA/S) (28 CFR 35.160(a)(1); 24 CFR 8.6). JCHA is required to furnish appropriate auxiliary aids and services to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of, each of the JCHA 's services, programs, and activities (28 CFR 35.160(b)(1); 24 CFR 8.6). The Fair Housing Act has similar requirements (24 CFR 100.202(b); 24 CFR 100.204(a), (b)). In addition, under these laws, JCHA is required to make reasonable accommodations in policies, practices, and procedures to ensure persons with disabilities have equal opportunity to participate in all the JCHA 's privileges, benefits, and services (24 CFR 8.33; 28 CFR 35.130(b)(7); 24 CFR 100.204).

**i. Accessible Platform.** For a remote hearing or remote briefing, steps for an accessible platform include ensuring any information, websites, emails, digital notifications, and platforms are accessible for persons with vision, hearing, and other disabilities. Helpful guidelines for ensuring the accessibility of web-based and digital materials are available through the world wide web consortium's web accessibility initiative at https.//www.w3.org/WAI/.

ii. **Individualized auxiliary aids or services.** To provide effective communication in a digital context, individualized AA/S will be provided upon request and may include audio description, captioning, sign language and other types of interpreters, keyboard accessibility, accessible documents, screen reader support, and transcripts.

JCHA will never request or require that individuals with disabilities provide their own auxiliary aids or services, including for remote hearings or remote briefings. JCHA will not rely on an adult or minor child accompanying a person with a disability to interpret or facilitate communication for such person, except in an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no interpreter available; or where the individual with a disability specifically requests that the accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide such assistance, and reliance on that adult for such assistance is appropriate under the circumstances. (28 CFR 35.160-164; 24 CFR 8.6).

iii. **Reasonable Accommodations.** The JCHA is committed to ensuring that its policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities, on the basis of disability, in connection with the operations of JCHA's programs, services and activities. Therefore, if an individual with a disability requires an accommodation such as an accessible feature or modification to a JCHA policy, JCHA will provide such accommodation unless doing so would result in a fundamental alteration in the nature of the program; or an undue financial and administrative burden. In such a case, the JCHA will make best efforts to provide another accommodation that would not result in a financial or administrative burden.

If no method of conducting a remote hearing or remote briefing is available that appropriately accommodates an individual's disability, the JCHA may not hold it against the individual his or her inability to participate in the remote hearing or remote briefing. The JCHA will consider whether postponing the hearing or remote briefing to a later date is appropriate or whether there is a suitable alternative to meet the participant's satisfaction more expeditiously

b. **Requirement for persons with limited English proficiency (LEP).** JCHA will take reasonable steps to ensure full and meaningful access to the remote hearing or remote briefing for LEP persons consistent with its obligations under Title VI of the Civil Rights Act of 1964[3]. The JCHA will generally in such cases coordinate with a remote language interpretation service prior to the remote hearing or remote briefing. At a minimum, teleconferencing technology may provide for remote interpretation; if video technology is available, it will be used as remote interpretation using video is generally preferred over voice-only because of the additional visual cues. JCHA will not rely on minors to interpret.

For written materials, the JCHA has engaged with a language translation service. All written materials related to the remote hearing or remote briefing, whether paper or electronic, and whether provided before, during, or after the hearing, if needed, will be provided in translated format

3 See also Lau v. Nichols, 414 U.S. 563 (1974)

**2. Identifying and Resolving Technology Barriers Prior to Conducting the Remote Hearing or Remote Briefing.** The JCHA recognizes that lack of technology or inability to use technology for a remote hearing or remote briefing can impose a disadvantage for individuals or families that may not be apparent. Thus, the JCHA will determine if barriers exist prior to scheduling the remote hearing or remote briefing by surveying the technological resources available to the individual or family. If the participant does not have proper technology access to allow for full participation, then the remote hearing or remote briefing will be postponed, or an in-person alternative will be provided[4]. This includes if an individual's witness for the remote hearing is unable to participate due to a lack of access to technology. If the participant does not have proper technology access and the remote hearing or remote briefing warrants postponement for that reason, the JCHA will not hold against the individual his or her inability to participate in the remote hearing or remote briefing. For use of videos or telephones, all materials to be presented during the remote hearing or remote briefing, whether paper or electronic, will be provided to the individual or family prior to the remote hearing or remote briefing and the participant shall be provided an accessible means by which to transmit the individual's own evidence, such as through email or text.

**a. Addressing Barriers.** To determine if there are technology barriers, the JCHA may survey what technology resources the family has to conduct a remote hearing or remote briefing. For example, the JCHA may ask if the resident has a computer, phone, tablet or laptop that has a camera, if the resident have internet access or can go to a place with sufficient privacy and internet access (family, friend or neighbor's home), or can borrow technology. During such surveys, the JCHA will still meet its obligations under Section 504 and the ADA to effectively communicate to persons with disabilities, and under Title VI of the Civil Rights Act of 1964 to provide meaningful access to individuals with LEP.

**b. Resolving Barriers.**

**i. JCHA supplied devices or private JCHA office space.** Based on surveyed needs, JCHA may provide individuals with a laptop, tablet, mobile hot spot, or private room at JCHA with computer and internet access to conduct the remote hearing or briefing.

**ii. Smartphone Apps.** Many video conferencing platforms have smartphone apps, which can be used where the individual or family does not have access to computers. In addition, smartphone apps can operate on Wi-Fi, and this may be advantageous for individuals with restricted data plans.

**iii. Community Resources.** JCHA has developed a list of community resources, including broadband internet providers offering free or low-cost internet access, and other resources for free or low-cost phones or computers. A complete list is available at jerseycityha.org and can be provided upon request.

**iv. Personal Resources.** JCHA will encourage individuals to assess personal resources for technology access, such as supportive services, family members, mentors, or friends who could lend the individual or family a phone or computer.

4 HUD regulations require that the hearing will be scheduled promptly and within a reasonable time. A postponement is not an indefinite delay that would contradict HUD regulations or become a due process violation

v. **Voice Only Option (Telephone).** Conducting a remote hearing or remote briefing by telephone is the least preferred option due to the challenges of not being able to view documents being presented at the remote hearing or remote briefing (e.g., screen sharing) and not being able to identify who is speaking during a phone call with multiple attendees. Participants should not feel pressured to conduct a remote hearing or remote briefing by telephone. However, if the JCHA and participant choose to proceed with a telephone hearing or briefing, the JCHA will provide the resident with a consent form so the resident has complete knowledge of their rights, as well as the risks and benefits of conducting the remote hearing or remote briefing by phone.

3. **Presenting Documents Prior to a Remote Hearing and/or Remote Briefing.** If video or telephone conference is used for the remote hearing or remote briefing, all materials being presented, whether paper or electronic, will be provided to the individual or family prior to the remote hearing or remote briefing, and may be submitted electronically to the HUD Field Office of Public Housing for TPV family briefings (see Section 2.f of this notice). Individuals or families may prefer paper printouts over electronic documents, due to lack of access to printers, difficulty viewing detailed documents on a cell phone, or difficulty viewing screen sharing on an app. Any materials made available to the individual or family must meet the requirements for accessibility for persons with disabilities and persons with LEP (see LEP Section of this notice).

   a. **Personally Identifiable Information (PII).** For documents that contain PII and are provided prior to a remote hearing or remote briefing, the JCHA is responsible for minimizing the risk of exposure or misuse of the data collected, used, and shared. Safeguard sensitive information, including all PII at all times. PII is information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information directly linked or linkable to a specific individual. Examples of PII include name, social security number, biometric records, date and place of birth, and mother's maiden name. JCHA will not transmit sensitive PII via an unsecured information system (e.g., electronic mail, Internet, or electronic bulletin board) without first encrypting the information. See Notice PIH-2015-06 for more regarding privacy protection**.**
   b. **TPV Family Briefings – Written Consent.** In addition to the provisions of this notice, JCHA will follow the provisions of Notice PIH-2013-27 and Notice PIH-2019-05, as applicable, on obtaining the family's voluntary written consent for voluntary relinquishment of their right to tenant-based assistance.
   c. **Due Process for Remote Hearings.** JCHA will follow 24 CFR 982.554 (informal review for applicant) and 982.555 (informal hearing for participant).
   d. **Conducting Discovery and Providing Evidence.** JCHA may request and copy any of the individual's or family's documents at the JCHAs' own expense in accordance with the applicable regulations. Additionally, the individual or family must be given the opportunity to examine any JCHA documents that are directly relevant to the hearing prior to the remote hearing. This may include transmitting documents electronically or by mail that would normally be exchanged at the JCHA's office. Under Section 504, the ADA, and the Fair Housing Act, JCHA will make reasonable accommodations and take appropriate steps to ensure effective communication with individuals with disabilities through the provision of AA/S before, during, and after any hearing. This

may require changes in how the individual or family seeks discovery of information held by the JCHA and the manner in which evidence is made available to persons with disabilities during remote hearings (while still meeting any applicable rules concerning the acceptance of evidence by the hearing officer). JCHA will also take reasonable steps to ensure meaningful access for LEP persons before, during, and after such remote hearings (28 CFR 35.160-164; 24 CFR 8.6; 24 CFR 982.555(e)(2) and (5); 24 CFR 966.56(b)).

# CHAPTER 10
# REQUEST FOR TENANCY APPROVAL AND CONTRACT EXECUTION

## A. INTRODUCTION

After families are issued a Voucher, they may search for a unit anywhere within the jurisdiction of the JCHA, or outside of the JCHA's jurisdiction if they qualify for portability. The family must find an eligible unit under the Program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments (HAP) contract with the JCHA. This Chapter defines the types of eligible housing and JCHA policy regarding initial inspections, lease requirements, owner disapproval, and the processing of *Requests for Tenancy Approval (RTA).*

## B. REQUEST FOR TENANCY APPROVAL (RTA)

The *RTA* and a copy of the proposed Lease, including the HUD prescribed Tenancy Addendum must be submitted by the family during the term of the Voucher. The *RTA* must be signed by both the owner and Voucher-holder. The JCHA will not permit the family to submit more than one *RTA* at a time.

### *Approval of RTA:*

The JCHA will review the *RTA* within five (5) working days after the family and the owner submit a request for approval of the tenancy to determine whether or not it will be approved. The request will be approved if the following applies:

- If the rent is reasonable and the family share is within 40% of the family's adjusted income, which is the allowable maximum family share at initial occupancy, and if the rent is within the Payment Standard (see Section G).
- If the unit is an eligible type of housing under HUD regulations.
- If the unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan).
- If the security deposit amount is approvable. (Pursuant to State law.)
- If the proposed lease complies with HUD requirements as well as State and local law. (See Section D).
- If the owner is approvable, and there are no conflicts of interest. (See Section J).

### *Disapproval of RTA:*

If the JCHA determines that the request cannot be approved for any reason, the landlord and the family will be notified in writing. The JCHA will instruct the family regarding the steps that are necessary to approve the *RTA*. The family will be given five (5) calendar days to submit an approvable *RTA* from the date of disapproval.

If, for any reason, an *RTA* is not approved, JCHA will furnish another *RTA* form to the family along with the Notice of Disapproval so that the family can continue to search for eligible housing.

## C. ELIGIBLE TYPES OF HOUSING

The JCHA will approve any of the following types of housing in the Voucher Programs:

- All structure types can be utilized.
- Manufactured homes where the tenant leases the mobile home and/or the pad.
- Independent group residences.
- Congregate facilities
- Other assisted living facilities, including residential care facilities and adult care facilities.
- Single-Room Occupancy (SRO).
- Units owned (but not subsidized) by the JCHA (following HUD-prescribed requirements).
- Assisted living facility.

All Housing Choice Voucher Program rules apply to assisted living facilities (residential care facilities, adult care facilities, congregate care facilities, group homes). The cost of meals or supportive services must not be included in the rent to owner. Only the shelter rent is assisted. A family can own a rental unit but cannot reside in it while being assisted, except in the case when the tenant owns the mobile home and leases the pad. A family may lease and have an interest in a cooperative housing development.

Unless its lease was effective prior to June 17, 1998, a family may not lease properties owned by a parent, child, grandparent, grandchild, sister or brother of the Section 8 participant or of any member of the Section 8 participant's family. The JCHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability, on a case-by-case basis and pending appropriate medical documentation.

The JCHA may not permit a Voucher holder to lease a unit which is receiving Project-Based Section 8 assistance or any duplicative rental subsidies. The JCHA will also not approve:

- Unit occupied by the owner or by any person with an interest in the unit, other than manufactured homes described above.
- Nursing homes or other institutions that provide care.
- School dormitories and institutional housing.
- Any other types of housing prohibited by HUD.

## D. LEASE REVIEW

Owners that use a standard lease for units rented to unassisted tenants must use the same lease plus the HUD required Tenancy Addendum for Section 8 assisted tenants. Owners that do not use a standard lease for unassisted units may select any other lease which complies with local and state law. The JCHA will not review the owner's lease for compliance with state/local law. It is the owner's responsibility to comply with state/local law when leasing units on the owner's property. The HUD Tenancy Addendum must be attached and executed. At a minimum, the lease must include the names of the tenant and owner, the address of the unit rented (including the apartment number), the term of

the lease, the monthly rent to the owner and the utilities/appliances to be furnished by the owner and by the tenant.

The JCHA does not provide a model or standard dwelling lease for owners to use in the HCV program.

The initial term of the assisted dwelling lease must be for at least one year [24 CFR 982.309]. The initial lease term is also stated in the HAP contract.

## E. SEPARATE AGREEMENTS

The owner and the family may enter into an agreement for appliances (other than HQS requirements such as utilities, stove and refrigerator) and other items that are not included in the lease if the agreement is in writing and previously approved by the JCHA. Any appliances, services or other items ***routinely provided to unassisted families*** as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, ***cannot be put under a separate agreement and must be included in the lease.*** For there to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item. The JCHA is not liable for unpaid charges for items covered by separate agreements, and nonpayment of these agreements cannot be cause for eviction.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed. All agreements for special items or services must be attached to the lease approved by the JCHA. If agreements are entered into a later date, they must be approved by the JCHA and attached to the lease.

JCHA will approve agreements for modifications to the unit for persons with disabilities. The modifications are usually within the dwelling and are critical to the use of the dwelling. If the owner makes modifications to the unit, the costs should be recovered through the rent collected, not by having the tenant pay for the modifications. Exception would be considered if the modifications are such that they most likely would be removed if the tenant moved out.

The owner may not demand or accept any rent payment from the family in excess of the family's portion as calculated by JCHA which is based on the approved rent listed on the HAP Contract and the family's income. However, after the initial year in the unit, the family may opt to pay more than 40% of the adjusted monthly income toward the rent if a written agreement has been approved by the JCHA and signed by both the owner and the tenant. The agreement must be attached to the HAP Contract.

## F. INITIAL INSPECTIONS

See Chapter 11: Housing Quality Standards and Inspections.

## G. RENT LIMITATIONS

The JCHA will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises.

At the time when a family initially selects a unit, if the gross rent exceeds the applicable Payment Standard, the family may not lease the unit if the total tenant payment will be greater than 40% of the family's adjusted monthly income. If the proposed gross rent is not reasonable or the TTP will exceed 40% of the family's adjusted monthly income, at the family's request, the JCHA will negotiate with the owner to reduce the rent to a reasonable rent. If after the first year in the unit, the rent exceeds 40% of the family's adjusted monthly income and the family chooses to remain in the unit, the additional amount must be paid by the family. (See Section E. above for details).

If the rent can be approved by taking the above steps, the JCHA will continue processing the *Request for Tenancy Approval* and Lease. If the revised rent involves a change in the provision of utilities, a new *Request for Tenancy Approval* must be submitted by the owner. If the owner does not agree with the contract rent after the JCHA has tried and failed to negotiate a revised rent, the JCHA will inform the family and owner that the lease is disapproved and the family must look for another apartment.

## H. SECURITY DEPOSIT REQUIREMENTS

Security deposits charged by owners may not exceed those charged to unassisted tenants nor the maximum allowed under New Jersey law.

## I. INFORMATION TO OWNERS

The JCHA is required to provide prospective owners with the address of the applicant and the names and addresses of the current and previous landlords, if known. The JCHA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection. The JCHA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, eviction history, damage to units, and other factors related to the family's suitability as a tenant.

Upon written request from a prospective landlord, the JCHA will provide any of the following information regarding a family's tenancy history during the past three years based on *documentation in its possession* relating to*:*

- Eviction history.
- Damage to rental units.
- Other aspects of tenancy history; including complaints from neighbors or landlords.

The information will be provided orally and/or in writing. Only supervisory staff may provide this information. The JCHA's policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owners.

## J. OWNER DISAPPROVAL

For purposes of this section, "owner" includes a principal or other interested party. The JCHA may disapprove the owner for any of the following reasons:

- Owner has a history or practice of failing to terminate the tenancy of residents occupying units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

  - Threatens the right to peaceful enjoyment;
  - Threatens the health or safety of other residents, of employees of the JCHA or of owner employees or other persons engaged in management of the housing;
  - Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity or the premises; or,
  - Is drug-related criminal activity or violent criminal activity.

- Owner has violated obligations under the Housing Assistance Payments contract, including but not limited to:

  - Having a history or practice of non-compliance with the HQS for units leased under the Section 8 Programs;
  - Having a history or practice of renting units that fail to meet City housing codes.
  - Committing fraud, bribery or any other corrupt act in connection with the Section 8 Program or any other federal housing program.
  - Engaging in any drug-related criminal activity or any violent criminal activity.
  - Not paying Jersey City real estate taxes, fines or assessments, water and sewerage bills.

- Owner has a conflict of interest as described in HUD regulation 24 CFR 982.161(a) and would therefore be unable to enter into a contract with JCHA; or owner is employed by JCHA as a member of the Section 8 Program staff or is a JCHA Commissioner.

- ***When HUD has informed JCHA that disapproval is required because:***

  - Owner has been disbarred, suspended, or subject to a limited denial of participation under HUD Regulations 24 CFR part 24;
  - Federal government has instituted an administrative or judicial action against the owner for violating the Fair Housing Act or other federal equal opportunity requirements and such action is pending;
  - Court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements. Before imposing any penalty against an owner, JCHA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number and frequency of violations.

If an owner commits fraud or abuse or is guilty of frequent or serious contract violations, the JCHA may restrict the owner from future participation in the Program for a period of time commensurate with the seriousness of the offense. The JCHA may terminate some or all contracts with the owner. If the landlord has been overpaid as a result of fraud, misrepresentation, or violation of the Contract, the JCHA may terminate the Contract and arrange for restitution to the JCHA and/or the family, as appropriate.

## K. CHANGE IN TTP PRIOR TO HAP EFFECTIVE DATE

When the family reports changes in factors that will affect the Total Tenant Payment (TTP) prior to the effective date of the HAP contract, the information will be verified and the TTP will be recalculated. If the family does not report any change, the JCHA need not obtain new verifications before signing the HAP Contract, even if verifications are more than 60 days old.

## L. CONTRACT EXECUTION PROCESS

The JCHA prepares the Housing Assistance Payments (HAP) contract for execution. The family and the owner will execute the lease agreement, and the owner and the JCHA will execute the HAP contract. Copies of the documents will be furnished to the parties who signed the respective documents. ***The JCHA will retain the original copy of all signed documents.***

The JCHA makes every effort to execute the HAP contract before the commencement of the lease term. The HAP contract may not be executed more than 60 days after commencement of the lease term, and no payments will be made until the contract is executed. Only the Housing Choice Voucher (Section 8) Assistant Director or designee is authorized to execute a contract on behalf of the Director of the Housing Choice Voucher Program.

Each owner must provide the following information to JCHA:

- Proof of ownership of the property: copy of recorded deed;
- Completed W9 form with Social Security Number or Employee Identification Number
- Photo Identification (must be valid)
- Tax Identification Number/IRS Letter and/or Social Security Card
- Photo Identification (must be valid)
- Certificate of Formation showing who is the owner(s) and authorized to sign contract
- K-1 Tax Forms
- Copy of the Management Agreement, if property is managed by a management agent (payee);
- Completed direct Deposit Form with voided check/bank letter

## M. CHANGE IN OWNERSHIP

A change in ownership requires that the owner complete a "Change of Ownership Packet". A new owner can only sign a new contract if an inspection is conducted at least 60 days prior to the new contract being executed. The JCHA must receive a written request by the initial owner in order to change the HAP payee and/or the address to which payment is to be sent. In addition, the JCHA will process a change of ownership provided the following documents are received:

- Change of Ownership Packet
- Proof of ownership: copy of recorded deed, .
- Completed W9 form with Social Security or Employee Identification Number
- Tax Identification Number/IRS Letter and/or Social Security Card Copy of the Management Agreement, if property is managed by a management agent (payee);
- Completed direct Deposit Form with voided check/bank letter
- Photo Identification (must be valid)
- Certificate of Formation (if applicable)
- Completed direct Deposit Form with voided check/bank letter

# CHAPTER 11
# NATIONAL STANDARDS FOR THE PHYSICAL INSPECTION OF REAL ESTATE

[24 CFR 5 Subpart G and Notice PIH 2023-28]

**INTRODUCTION**

HUD requires that all units occupied by families receiving Housing Choice Voucher (HCV) and Project Based Voucher (PBV) assistance meet HUD's National Standards for the Physical Inspection of Real Estate (NSPIRE) regulations and standards no later than October 1, 2024. The inspection performance standards and procedures for conducting NSPIRE inspections must be included in the administrative plan [Notice PIH 2023-28].

All units must pass an NSPIRE inspection prior to the approval of a lease (with some exceptions) and at least once every 24 months during the term of the HAP contract, and at other times as needed, to determine that the unit meets NSPIRE standards.

Provided they meet certain requirements, HUD permits PHAs to establish some additional local requirements in their administrative plans. The use of the term *NSPIRE* in this plan refers to the combination of both HUD and PHA-established requirements. However, state and local codes, compliance is not part of the determination of whether a unit passes the NSPIRE standards.

This chapter explains HUD and PHA requirements related to physical inspections as follows:

**Part I. Physical Standards**. This part discusses NSPIRE standards required of units occupied by HCV and PBV-assisted families. It also identifies affirmative habitability requirements for all units and life-threatening conditions that must be corrected in 24 hours.

**Part II. The Inspection Process**. This part describes the types of inspections the PHA will make and the steps that will be taken when units do not meet NSPIRE standards.

**PART I: NSPIRE STANDARDS**

NSPIRE standards are published on HUD's NSPIRE website as well as in the NSPIRE Final Rule [FR Notice 5/1//2023].

**INSPECTABLE AREAS [24 CFR 5.703(a)(1) and 24 CFR 5.705(a)(2)]**

NSPIRE defines the inspectable areas for inspection under the standards as inside, outside and unit. However, the inspection requirement for the HCV and PBV programs only applies to units occupied or to be occupied by HCV or PBV participants and common areas and exterior areas which either service or are associated with such units.

**AFFIRMATIVE HABITABILITY REQUIREMENTS [24 CFR 5.703(b), (c), and (d)]**

NSPIRE provides for minimum, or affirmative, habitability requirements for each area (unit, inside, outside). These areas must meet these requirements for habitability, which are listed in Exhibit 8-1.
The inside, outside and unit must be free of health and safety hazards that pose a danger to residents. Types of health and safety concerns include, but are not limited to carbon monoxide, electrical hazards, extreme temperature, flammable materials or other fire hazards, garbage and debris, handrail hazards, infestation, lead-based paint, mold, and structural soundness [24 CFR 5.703(e).

The NSPIRE Smoke Alarm Standard does not require that smoke alarms have a sealed battery; however, upon the effective date of the Public and Federally Assisted Housing Fire Safety Act of 2022 on December 29, 2024, sealed batteries *will* be required.

**MODIFICATIONS TO PROVIDE ACCESSIBILITY [24 CFR 100.203; Notice 2003-31; and Notice PIH 2014-02]**

Under the Fair Housing Act of 1988 an owner must make reasonable accommodations in rules, policies, practices, or services if necessary for a person with disabilities to use the housing and must not refuse the request of a family that contains a person with a disability to make necessary and reasonable modifications to the unit if such modification is necessary to afford the person with a disability full enjoyment of the premises. Such modifications are at the family's expense. The owner may, where it is reasonable to do so, require restoration of the unit to its original condition (reasonable wear and tear excepted) if the modification would interfere with the owner or next occupant's full enjoyment of the premises. The owner may not increase the customarily required security deposit. However, the landlord may negotiate a restoration agreement that requires the family to restore the unit and, if necessary to ensure the likelihood of restoration, may require the tenant to pay a reasonable amount into an interest- bearing escrow account over a reasonable period of time. The interest in any such account accrues to the benefit of the tenant. The owner may also require reasonable assurances that the quality of the work will be acceptable and that any required building permits will be obtained. [24 CFR 100.203; Notice 2003-31].

Modifications to units to provide access for a person with a disability must meet all applicable NSPIRE requirements and conform to the design, construction, or alteration of facilities contained in the UFAS and the ADA Accessibility Guidelines (ADAAG) [28 CFR 35.151(c) and Notice 2003-31] See Chapter 2 of this plan for additional information on reasonable accommodations for persons with disabilities.

**ADDITIONAL LOCAL REQUIREMENTS [24 CFR 5.705(a)(3) and Notice PIH 2023-28]**

The PHA may impose variations to the NSPIRE standards as long as the additional criteria are not likely to adversely affect the health or safety of participant families or severely restrict housing choices for families. HUD approval is required for variations to NSPIRE standards and approved variations must be added to the administrative plan.

HUD may approve inspection criteria variations if the variations apply standards in local housing codes or other codes adopted by the PHA or because of local climatic or geographic conditions. Acceptability criteria variations may only be approved by HUD if such variations either meet or exceed the performance requirements or significantly expand affordable housing opportunities for families assisted under the program.

JCHA Policy
The PHA has not requested any HUD-approved variations to NSPIRE standards.

**LIFE-THREATENING DEFICIENCIES [Notice PIH 2023-28]**
HUD previously required the PHA to define life-threatening conditions in the administrative plan. The NSPIRE standards now describe those conditions which are considered life-threatening and must be corrected within 24 hours.

| Inspectable Item | Deficiency |
|---|---|
| Call-for-Aid System | ➢ System is blocked, or pull cord is higher than 6 inches off the floor.<br>➢ System does not function properly |
| Carbon Monoxide Alarm | ➢ Carbon monoxide alarm is missing, not installed, or not installed in a proper location.<br>➢ Carbon monoxide alarm is obstructed.<br>➢ Carbon monoxide alarm does not produce an audio or visual alarm when tested. |
| Chimney | ➢ A visually accessible chimney, flue, or firebox connected to a fireplace or wood-burning appliance is incomplete or damaged such that it may not safely contain fire and convey smoke and combustion gases to the exterior.<br>➢ Chimney exhibits signs of structural failure. |
| Clothes Dryer Exhaust Ventilation | ➢ Electric dryer transition duct is detached or missing.<br>➢ Gas dryer transition duct is detached or missing.<br>➢ Electric dryer exhaust ventilation system has restricted airflow.<br>➢ Dryer transition duct is constructed of unsuitable material.<br>➢ Gas dryer exhaust ventilation system has restricted airflow |
| Door – Entry | ➢ Entry door is missing. |
| Door – Fire Labeled | ➢ Fire labeled door is missing. |
| Egress | ➢ Obstructed means of egress<br>➢ Sleeping room is located on the third floor or below and has an obstructed rescue opening.<br>➢ Fire escape is obstructed. |
| Electrical – Conductor, Outlet, and Switch | ➢ Outlet or switch is damaged.<br>➢ Exposed electrical conductor.<br>➢ Water is currently in contact with an electrical conductor. |
| Electrical – Service Panel | ➢ The overcurrent protection device is damaged |

| Inspectable Item | Deficiency |
|---|---|
| Exit Sign | ➢ Exit sign is damaged, missing, obstructed, or not adequately illuminated. |
| Fire Escape | ➢ Fire extinguisher is damaged or missing. |
| Fire Extinguisher | ➢ Fire extinguisher pressure gauge reads over or under-charged.<br>➢ Fire extinguisher service tag is missing, illegible, or expired.<br>➢ Fire extinguisher is damaged or missing. |
| Flammable and Combustible Items | ➢ Flammable or combustible item is on or within 3 feet of an appliance that provides heat for thermal comfort or a fuel-burning water heater; OR<br>➢ Improperly stored chemicals. |
| Guardrail | ➢ Guardrail is missing or not installed.<br>➢ Guardrail is not functionally adequate. |
| Heating, Ventilation, and Air Conditioning (HVAC) | ➢ The inspection date is on or between October 1 and March 31 and the permanently installed heating source is not working or the permanently installed heating source is working and the interior temperature is below 64 degrees Fahrenheit.<br>➢ Unvented space heater that burns gas, oil, or kerosene is present. |
| Heating, Ventilation, and Air Conditioning (HVAC) | ➢ The inspection date is on or between October 1 and March 31 and the permanently installed heating source is not working or the permanently installed heating source is working and the interior temperature is below 64 degrees Fahrenheit.<br>➢ Unvented space heater that burns gas, oil, or kerosene is present.<br>➢ Combustion chamber cover or gas shutoff valve is missing from a fuel burning heating appliance.<br>➢ Fuel burning heating system or device exhaust vent is misaligned, blocked, disconnected, improperly connected, damaged, or missing. |
| Leak – Gas or Oil | ➢ Natural gas, propane, or oil leak. |
| Mold-like Substance | ➢ Presence of mold-like substance at extremely high levels is observed visually. |
| Smoke Alarm | ➢ Smoke alarm is not installed where required.<br>➢ Smoke alarm is obstructed.<br>➢ Smoke alarm does not produce an audio or visual alarm when tested. |

| Inspectable Item | Deficiency |
|---|---|
| Sprinkler Assembly | ➢ Sprinkler head assembly is encased or obstructed by an item or object that is within 18 inches of the sprinkler head.<br>➢ Sprinkler assembly component is damaged, inoperable, or missing and it is detrimental to performance.<br>➢ Sprinkler assembly has evidence of corrosion.<br>➢ Sprinkler assembly has evidence of foreign material that is detrimental to performance. |
| Structural System | ➢ Structural system exhibits signs of serious failure. |
| Toilet | ➢ Only 1 toilet was installed, and it is missing. |
| Water Heater | ➢ Chimney or flue piping is blocked, misaligned, or missing.<br>➢ Gas shutoff valve is damaged, missing, or not installed. |

However, PHAs may add additional deficiencies which the PHA considers life-threatening provided they are described in the administrative plan.

JCHA Policy:

In addition to those listed under the NSPIRE standards, the following are considered life-threatening conditions:

- Utilities not in service, including no running hot water

**OWNER AND FAMILY RESPONSIBILITIES [24 CFR 982.404]**
**Family Responsibilities:**

- The family is responsible for correcting the following deficiencies:
- Tenant-paid utilities not in service
- Failure to provide or maintain appliances owned by the family
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear.

If a family fails to correct a family-caused life-threatening condition as required by the PHA, the PHA will enforce the family obligations.
JCHA Policy:
Damages beyond ordinary wear and tear will be considered to be damages which could be assessed against the security deposit under state law or in court practice.

**Owner Responsibilities:**
The owner must maintain the unit in accordance with NSPIRE regulations and standards. The owner is not responsible for a breach of the standards that is not caused by the owner, and for which the family is responsible (as provided in 24 CFR 982.404(b) and 982.551(c)).

JCHA Policy:
The owner is responsible for all NSPIRE violations not listed as a family responsibility above, even if the violation is caused by the family's living habits (e.g., vermin infestation). However, if the family's actions constitute a serious or repeated lease violation, the owner may take legal action to evict the family.

The owner will be required to repair an inoperable smoke detector unless the PHA determines that the family has intentionally disconnected it (by removing batteries or other means). In this case, the family will be required to repair the smoke detector within 24 hours.

If an owner fails to correct life-threatening conditions as required by the PHA, the PHA will enforce the NSPIRE standards in accordance with HUD requirements.

**LEAD-BASED PAINT:**

PHAs and owners must comply with the requirements and timelines in 24 CFR Part 35 Subpart M—Tenant-Based Rental Assistance and Subpart H—Project-Based Assistance. PHAs and owners are reminded that any deteriorated paint in target housing, or other lead-based paint hazard identified through a lead-based paint risk assessment or lead-based paint inspection is considered a violation of NSPIRE standards.

For the HCV program, Subpart M applies to units where a child under age six resides or is expected to reside, common areas that service that unit, and exterior painted surfaces associated with that unit or common areas. For project-based programs, Subpart H applies to assisted units and common areas of the property regardless of whether a child under age six resides or is expected to reside in the unit. NSPIRE does not alter any of the lead-based paint requirements in Part 35 for these programs.

**Special Requirements for Children with Elevated Blood Lead Level [24 CFR 35.1225; FR Notice 1/13/17; Notice PIH 2017-13]**

If a PHA is notified by a public health department or other medical health care provider, or verifies information from a source other than a public health department or medical health care provider, that a child of less than six years of age, living in an HCV-assisted unit has been identified as having an elevated blood lead level, the PHA must complete an environmental investigation of the dwelling unit within 15 calendar days after being notified by a public health department or other medical health care provider. The environmental investigation must be completed in accordance with program requirements, and the result of the environmental investigation must be immediately provided to the owner of the dwelling unit. In cases where the public health department has already completed an evaluation of the unit, this information must be provided to the owner.

Within 30 days after receiving the environmental investigation report from the PHA, or the evaluation from the public health department, the owner is required to complete the reduction of identified lead-based paint hazards in accordance with the lead-based paint regulations [24 CFR 35.1325 and 35.1330; 40 CFR 745.227]. If the owner does not complete the "hazard reduction" as required, the dwelling unit is in violation of HQS and the PHA will take action.

**VIOLATION OF SPACE STANDARDS [24 CFR 5.703(d)(5)]**

Units assisted under the HCV or PBV programs must have at least one bedroom or living/sleeping room for each two persons. A living room may be used as sleeping (bedroom) space, but no more than two persons may occupy the space [HCV GB p. 10-6]. Each habitable room must have two working outlets or one working outlet and a permanent light. HUD defines a *habitable room* as a room in a building for living, sleeping, eating, or cooking, but excluding bathrooms, toilet rooms, closets, hallways, storage or utility spaces, and similar areas [FR Notice 5/11/23].

A unit that does not meet these space standards is defined as *overcrowded*.

If the PHA determines that a unit is overcrowded because of an increase in family size or a change in family composition, the PHA must issue the family a new voucher, and the family and PHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, the PHA must terminate the HAP contract in accordance with its terms

## PART II: THE INSPECTION PROCESS

### OVERVIEW [24 CFR 982.405]

**Types of Inspections:**

The PHA conducts the following types of inspections as needed. Each type of inspection is discussed in the paragraphs that follow.

- *Initial Inspections*. The PHA conducts initial inspections in response to a request from the family to approve a unit for participation in the HCV program.
- *Annual/Biennial Inspections*. HUD requires the PHA to inspect each unit under lease at least annually or biennially (or triennially for small rural PHAs as defined in 24 CFR 982.305(b)(2)), depending on PHA policy, to confirm that the unit still meets NSPIRE standards.
- *Special Inspections.* A special inspection may be requested by the owner, the family, or a third party as a result of problems identified with a unit between annual inspections.
- *Quality Control Inspections.* HUD requires that a sample of units be inspected by a supervisor or other qualified individual to evaluate the work of the inspector(s) and to ensure that inspections are performed in compliance with the NSPIRE standards.

### Inspection of PHA-Owned Units [24 CFR 982.352(b)]

The PHA must obtain the services of an independent entity to perform all NSPIRE inspections in cases where an HCV family is receiving assistance in a PHA-owned unit. A *PHA-owned unit* is defined as a unit that is owned by the PHA that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by the PHA). The independent agency must communicate the results of each inspection to the family and the PHA. The independent agency must be approved by HUD and may be the unit of general local government for the PHA jurisdiction (unless the PHA is itself the unit of general local government or an agency of such government).

### Inspection Costs [Notice PIH 2016-05; 24 CFR 5.705(d)]

The PHA may not charge the family for unit inspections or reinspections [24 CFR 982.405(e)].
In the case of inspections of PHA-owned units, the PHA may compensate the independent agency from ongoing administrative fee for inspections performed. The PHA and the independent agency may not charge the family any fee or charge for the inspection [24 CFR.982.352(b)].

The PHA may not charge the owner for the inspection of the unit prior to the initial term of the lease or for a first inspection during assisted occupancy of the unit. However, the PHA may charge a reasonable fee to owners for reinspections in two situations: when the owner notifies the PHA that a repair has been made but the deficiency has not been corrected, and when the time for repairs has elapsed and the deficiency has not been corrected. Fees may not be imposed for tenant-caused damages, for cases in which the inspector could not gain access to the unit, or for new deficiencies discovered during a reinspection.

The owner may not pass the cost of a reinspection fee to the family. Reinspection fees must be added to the PHA's administrative fee reserves and may only be used for activities related to the provision of tenant-based assistance.

JCHA Policy
The PHA will not charge a fee for failed reinspections.

**Remote Video Inspections (RVIs) [Notice PIH 2020-31]**
As an alternative to some or all on-site inspections, the PHA may, but is not required to, perform NSPIRE inspections from a remote location using video streaming technology and a proxy at the inspection site. Since there may be some circumstances in which the application of technology provides insufficient information or evidence to allow the PHA to make appropriate determinations about whether a condition violates NSPIRE standards, Notice PIH 2020-31 requires that if a PHA chooses to implement RVIs, the PHA should have policies and procedures in place to address such limitations.

JCHA Policy:
The PHA will conduct inspections using RVI as a reasonable accommodation or on a case-by-case basis.

**Notice and Scheduling:**
The family must allow the PHA to inspect the unit at reasonable times with reasonable notice [24 CFR 982.551(d)].

JCHA Policy:
Both the family and the owner will be given reasonable notice of all inspections. Except in the case of a life-threatening emergency, reasonable notice is considered to be not less than 48 hours. Inspections may be scheduled between 9:00 a.m. and 4:00 p.m. Generally, inspections will be conducted on business days only. For new unit inspections only, the PHA may offer inspection appointments to owners/landlords during evening and weekend hours. In the case of a life-threatening emergency, the PHA will give as much notice as possible, given the nature of the emergency.

**Owner and Family Inspection Attendance**
HUD permits the PHA to set policy regarding family and owner presence at the time of inspection [HCV GB p. 10-27].

JCHA Policy
When a family occupies the unit at the time of inspection an authorized adult (18 years of age or older) must be present for the inspection. The presence of the owner or the owner's representative is encouraged but is not required.

At initial inspection of a vacant unit, the PHA will inspect the unit in the presence of the owner or owner’s representative. The presence of a family representative is permitted but is not required.

**INITIAL INSPECTION**
**Approving Units [FR Notice 1/18/17; Notice PIH 2017-20; and 24 CFR 982.406]**
HUD regulations require that units assisted under the HCV program be inspected to determine that the units meet NSPIRE standards before the PHA approves assisted tenancy. However, while the PHA is required to conduct an inspection prior to approving assisted tenancy, PHAs have two options for bringing units under HAP contract (or, in the case of PBV, approving occupancy and the execution of a lease) more quickly. The PHA may, but is not required to approve assisted tenancy and start HAP if the unit:
• Fails the initial inspection, but only if no life-threatening deficiencies are identified.
• Passed an alternative inspection in the last 24 months.

Otherwise, if neither of the above provisions are adopted, the PHA must determine that the unit the family selects meets NSPIRE standards prior to approving tenancy.

JCHA Policy:
The unit must pass the initial inspection on or before the effective date of the HAP contract.
The PHA will not rely on alternative inspections and will conduct an initial inspection for each unit prior to executing a HAP contract with the owner.

**Timing of Initial Inspections [24 CFR 982.395(b)(2)(i)]**
HUD requires PHAs with fewer than 1,250 budgeted units to complete the initial inspection, determine whether the unit satisfies NSPIRE standards, and notify the owner and the family of the determination within 15 days of submission of the Request for Tenancy Approval (RTA). For PHAs with 1,250 or more budgeted units, to the extent practicable such inspection and determination must be completed within 15 days. The 15-day period is suspended for any period during which the unit is not available for inspection.

JCHA Policy:
The PHA will complete the initial inspection, determine whether the unit satisfies NSPIRE standards, and notify the owner and the family of the determination within 15 days of submission of the Request for Tenancy Approval (RTA).

**Results and Reinspections:**
For new units proposed for the HCV program, life-threatening deficiencies must be resolved before the HAP contract is executed and the family moves into the unit.

JCHA Policy:
If any deficiencies are identified, the owner will be notified of the deficiencies. The PHA will reinspect the unit within seven (7) business days of the date the owner notifies the PHA that the required corrections have been made.

If the unit fails at the time of the reinspection, the PHA will notify the family by sending a notice of disapproval, with a copy to the owner, that the unit has been rejected and that the family must search for another unit. The PHA may agree to conduct a second reinspection, for good cause, at the request of the family and owner.

Following a failed reinspection for the same unit, the family may submit a new Request for Tenancy Approval for the same unit after the owner has made repairs, if they are unable to locate another suitable unit.

**Utilities**
Generally, at initial lease-up the owner is responsible for demonstrating that all utilities are in working order including those utilities that the family will be responsible for paying.

JCHA Policy
Utility service must be available for testing at the time of the initial inspection

**Appliances:**
JCHA Policy
If the family is responsible for supplying the stove and/or refrigerator, the PHA will allow the stove and refrigerator to be placed in the unit after the unit has met all other NSPIRE requirements. The required appliances must be in place before the HAP contract is executed by the PHA. The PHA will execute the HAP contract based upon a certification from the family that the appliances have been installed and are working. A confirmatory inspection will be scheduled within 30 days of HAP contract approval.

**ANNUAL/BIENNIAL INSPECTIONS [24 CFR 982.405 and 982.406; Notice PIH 2016-05]**
HUD requires the PHA to inspect each unit under HAP contract at least biennially (or triennially for small rural PHAs), to confirm that the unit still meets NSPIRE standards. The inspection may be conducted in conjunction with the family's annual reexamination but also may be conducted separately.

JCHA Policy:
Each unit under HAP contract must be inspected annually within 12 months of the last full inspection. The PHA reserves the right to require annual inspections of any unit or owner at any time.
The PHA will not rely on alternative inspection standards.

**Scheduling the Inspection**
JCHA Policy
If an adult cannot be present on the scheduled date, the family should request that the PHA reschedule the inspection. The PHA will reschedule a new inspection date within seven (7) business days of the originally scheduled date.

If the family misses two scheduled inspections without PHA approval, the PHA will consider the family to have violated its obligation to make the unit available for inspection. The PHA will send the family an adverse warning notice and if the family misses their final scheduled inspection, this may result in termination of the family's assistance.

**SPECIAL INSPECTIONS [24 CFR 982.405(g)]**
If a participant family or government official reports a life-threatening condition which the owner would be required to repair within 24 hours, the PHA must inspect the unit within 24 hours of notification. If the reported condition is not life-threatening, the PHA must inspect the unit within 15 days of notification.

JCHA Policy:
During a special inspection, the PHA generally will inspect only those deficiencies that were reported. However, the inspector will record any additional deficiencies that are observed and will require the responsible party to make the necessary repairs.

If the annual inspection has been scheduled or is due within 90 days of the date the special inspection is scheduled the PHA may elect to conduct a full annual inspection

**QUALITY CONTROL INSPECTIONS [24 CFR 982.405(b); 24 CFR 985.3(e); HCV GB, p. 10-32]**
HUD requires a PHA supervisor or other qualified person to conduct quality control inspections of a sample of units to ensure that each inspector is conducting accurate and complete inspections and that there is consistency in the application of the NSPIRE standards.
The unit sample must include only units that have been inspected within the preceding three months. The selected sample should be drawn to represent a cross section of neighborhoods and the work of a cross section of inspectors.

**INSPECTION RESULTS AND REINSPECTIONS FOR UNITS UNDER HAP CONTRACT**
**Correction Timeframes"**
Each deficiency is identified in the NPSIRE standards as either life-threatening, severe, moderate, or low. For units under HAP contract, life-threatening deficiencies must be corrected within 24 hours after notice has been provided. All other non-life-threatening deficiencies (severe and moderate) must be corrected within 30 days (or a PHA-approved extension) after notice has been provided. If low deficiencies are present in a unit, these deficiencies result in a pass and would only be noted by the inspector for informational purposes.

**Notification of Corrective Actions**
The owner and the family will be notified in writing of the results of all inspections. When an inspection identifies deficiencies, the PHA will determine (1) whether or not the failure is a life-threatening condition and (2) whether the family or owner is responsible.

JCHA Policy:
When life-threatening deficiencies are identified, the PHA will immediately notify both parties by telephone or email. The notice will specify who is responsible for correcting the violation. The corrective actions must be taken within 24 hours of the PHA's notice.

When failures that are severe or moderate are identified, the PHA will send the owner and the family a written notification of the inspection results within five business days of the inspection. The written notice will specify who is responsible for correcting the violation, and the time frame within which the failure must be corrected. Generally, not more than 30 days will be allowed for the correction. If low deficiencies are identified, these deficiencies will only be noted for informational purposes.

The notice of inspection results will inform the owner that if life-threatening conditions are not corrected within 24 hours, and non-life-threatening conditions are not corrected within the specified time frame (or any PHA-approved extension), the owner's HAP will be abated in accordance with PHA policy.

Likewise, in the case of family caused deficiencies, the notice will inform the family that if corrections are not made within the specified time frame (or any PHA-approved extension, if applicable), the PHA will send the family an adverse action warning letter.

If corrections are not made within the specified time frame (or any PHA-approved extension, if applicable), the family's assistance will be terminated in accordance with PHA policy.

**Extensions:**
For life-threatening deficiencies, the PHA cannot grant an extension to the 24-hour corrective action period. For conditions that are severe or moderate, the PHA may grant an exception to the required time frames for correcting the violation, if the PHA determines that an extension is appropriate.

JCHA Policy:
Extensions will be granted in cases where the PHA has determined that the owner has made a good faith effort to correct the deficiencies and is unable to for reasons beyond the owner's control. Reasons may include, but are not limited to:

- A repair cannot be completed because required parts or services are not available.
- A repair cannot be completed because of weather conditions.
- A reasonable accommodation is needed because the family includes a person with disabilities.

The length of the extension will be determined on a case-by-case basis, but will not exceed 60 days, except in the case of delays caused by weather conditions. In the case of weather conditions, extensions may be continued until the weather has improved sufficiently to make repairs possible. The necessary repairs must be made within 15 calendar days, once the weather conditions have subsided.

**Reinspections:**
JCHA Policy:
The PHA will conduct a reinspection immediately following the end of the corrective period, or any PHA approved extension.

The family and owner will be given reasonable notice of the reinspection appointment. If the deficiencies have not been corrected by the time of the reinspection, the PHA will send a notice of abatement to the owner, or in the case of family caused violations, an adverse action warning letter will be sent to the family, in accordance with PHA policies. If the PHA is unable to gain entry to the unit in order to conduct the scheduled reinspection, the PHA will consider the family to have violated its obligation to make the unit available for inspection. An adverse action warning letter will be sent to the family and may result in termination of the family's assistance.

The PHA will not accept self-certification of repairs. Photos or other documentation of repairs will not be accepted in lieu of a reinspection.

**ENFORCING OWNER COMPLIANCE**

If the owner fails to maintain the dwelling unit in accordance with NSPIRE standards, the PHA must take prompt and vigorous action to enforce the owner obligations.

**HAP Abatement:**
If an owner fails to correct deficiencies by the time specified by the PHA, HUD requires the PHA to abate housing assistance payments no later than the first of the month following the specified correction period (including any approved extension) [24 CFR 985.3(f)]. No retroactive payments will be made to the owner for the period of time the rent was abated. Owner rents are not abated as a result of deficiencies that are the family's responsibility.

JCHA Policy:

- The PHA will make all HAP abatements effective the first of the month following the expiration of the PHA specified correction period (including any extension).
- The PHA will inspect abated units within seven (7) business days of the owner's notification that the work has been completed. Payment will resume effective on the day the unit passes inspection.

During any abatement period the family continues to be responsible for its share of the rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as cause for eviction.

**HAP Contract Termination:**
The PHA must decide how long any abatement period will continue before the HAP contract will be terminated. The PHA should not terminate the contract until the family finds another unit, provided the family does so in a reasonable time [HCV GB p. 10-29] and must give the owner reasonable notice of the termination. The PHA will issue a voucher to permit the family to move to another unit.

JCHA Policy:
The maximum length of time that HAP may be abated is 180 days. However, if the owner completes corrections and notifies the PHA before the termination date of the HAP contract, the PHA may rescind the termination notice if (1) the family still resides in the unit and wishes to remain in the unit and (2) the unit passes inspection.

Reasonable notice of HAP contract termination by the PHA is 30 days.

**ENFORCING FAMILY COMPLIANCE [24 CFR 982.404(b)]**
Families are responsible for correcting any deficiencies listed in paragraph 8-I.D. If the family fails to correct a violation within the period allowed by the PHA (and any extensions), the PHA will terminate the family's assistance, according to the policies.

If the owner carries out a repair for which the family is responsible under the lease, the owner may bill the family for the cost of the repair.

# CHAPTER 12
# OWNER RENTS, RENT REASONABLENESS AND PAYMENT STANDARDS

## A. INTRODUCTION

The JCHA is responsible for ensuring that the rents charged by owners are reasonable based upon objective comparables in the rental market. The JCHA will not approve the lease or execute a payments contract until it has determined that the unit meets the minimum HQS and that the rent is reasonable. The JCHA will determine rent reasonableness at initial lease-up, before any increases in rent to the owner and at other times as described in this section. The JCHA will provide the owner with information concerning rent adjustments. This chapter explains the JCHA's procedures for the determination of rent-reasonableness, payments to owners, adjustments to the Payment Standards, and rent adjustments.

## B. OWNER PAYMENT

***The payment to the landlord, called the Housing Assistance Payment (HAP), is the lower of the:***

1) Payment Standard minus the Total Tenant Payment, or
2) The gross rent minus the Total Tenant Payment.

The Voucher size issued to the family is based on the JCHA's Subsidy Standards. The payment standard for the family is based on the lesser of the Payment Standard for the Voucher size issued or the Payment Standard for the unit selected. The total Housing Assistance Payment (HAP) may never exceed the rent charged by the owner.

## C. MAKING PAYMENTS TO OWNERS

Once the HAP Contract is executed, the JCHA begins processing payments to the landlord. The effective date and the amount of the JCHA payment is communicated in writing via the executed HAP Contract. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made automatically to the HAP Register for the following month.

Effective April 1, 2008, all HAP payments will be made to the owner via Direct Deposit. Owners are REQUIRED to submit appropriate bank account information so that the JCHA can remit the HAP payment electronically. If the Direct Deposit account provided is incorrect, the landlord will have to submit a $15.00 chargeback fee in the form of a Money Order. If a Direct Deposit account closes and the JCHA is not notified, the landlord will have to submit a $15.00 chargeback fee. No checks will be disbursed after April 1, 2008, except in emergency situations and at the JCHA's discretion. The JCHA will provide paper checks in emergency situations until the Direct Deposit information is provided; landlords are responsible to pick up these checks from JCHA's finance department during normal business hours.

The Jersey City Housing Authority has implemented a Self-Service Landlord Portal. https://housing.jerseycityha.org.

This self-service feature allows landlords to set up and update direct deposit details for their payments, streamlining the process and making it more convenient and efficient.

Important Reminders for Landlords Using the Landlord Portal:

1. Confidentiality: Landlords should always keep their passwords and login information confidential. Sharing this information could compromise the security of their accounts.

2. Avoid Phishing Scams: The Jersey City Housing Authority will never request usernames or passwords via email or any other means. Landlords should be cautious of phishing attempts and only provide information through the official portal.

A landlord's request for a reasonable rent increase must be submitted no less than 120 days before the tenant's anniversary date in writing via email to rentincrease@jcha.us and utilizing the Rent Increase Request form available online at www.jerseycityha.org/hcvp-documents-forms Requests submitted less than 120 days before the tenant's anniversary date will not be honored. Where the owner requests a rent increase, the JCHA is mandated to conduct a rent study to determine whether the requested increase is reasonable. The JCHA relies on an independent third-party to conduct the mandatory rent study. The owner will be notified of the rent study determination in writing. Rent increases go into effect on the tenant's anniversary date.

## D. RENT REASONABLENESS DETERMINATIONS

The JCHA currently has a contract with a third-party to assist with rent reasonableness determinations per below:

This Policy includes the following sections.

I. Statement of Compliance
II. Step-by-Step Explanation of Procedures
III. Explanation of Analysis used in the Procedures
IV. Agency Staff Training
V. Agency's Interaction with Landlords
VI. Agency-owned Units
VII. Data Collection of Unassisted Comparable Units
VIII. Calculation of the Recommended Reasonable Rent

## I. Statement of Compliance

***Background:***

The EZ-Reasonable Rent Determination (EZ-RRD) system is utilized to assist staff to conduct reasonable rent analysis for units to be assisted. The EZ-RRD system was designed to correct long-standing misconceptions and problems about reasonable rent analysis. For example, other systems allow the Agency Analyst to select the comparable units, allowing for possible favoritism and subjectivity. EZ-RRD automatically selects the best comparable units in the database using consistent and objective methods. Thus, the Agency and U. S. Department of Housing and Urban Development (HUD) are protected from fraud, waste, and mismanagement.

In another example, some systems look for comparable units based only on the same or similar rents. They do not account for differences in the characteristics between the assisted and comparable units. The EZ-RRD system uses the standard deviation method to enable proper comparisons of the unit to be assisted and comparable units with different characteristics, assuring the Agency that an "apples-to-apples" comparison is made.

This Policy represents a reasonable method per the Section 8 Housing Choice Voucher and SEMAP regulations, as well as the HUD Housing Choice Voucher Program Guidebook. It also represents a common sense approach according to the HUD SEMAP Confirmatory Review and Reasonable Rent Quality Assurance protocols.

***Timing:***

A unit will not be approved until it is determined that the requested rent by the owner/agent is a reasonable rent. The Agency will also determine the reasonable rent before approving any increase in the rent or if there is a five percent (5%) decrease in the published FMR sixty (60) days before the contract anniversary as compared with the FMR in effect one year before the contract anniversary, or if directed by HUD. The agency may elect to re-determine reasonable rent at any other time.

***Compliance with 24 CFR Section 982.507 Rent to Owner: Reasonable Rent and 24 CFR Section 985.3 (b) Reasonable Rent:***

The regulations do not require a specific method to be utilized. The only requirements for comparability at 24 CFR 982.507 (b) is for the Agency to utilize unassisted units as comparable units and to consider all nine characteristics for each determination. Therefore, the reasonable rent system uses only unassisted units for comparable units. It also considers the following characteristics for each determination.

- Location
- Quality
- Size (by # of bedrooms, overall size and # of bathrooms)
- Unit type
- Age of the contract unit
- Amenities
- Housing services (includes off-street parking)
- Maintenance
- Utilities to be provided by the owner

The only requirements for reasonable rent at 24 CFR 985.3 (b) is for the Agency to have and implement a reasonable written method that uses all nine of the above characteristics. This Policy describes the reasonable method herein.

The EZ-Reasonable Rent Determination (EZ-RRD) Report documents implementation of this Policy. This Policy includes an example of this Report.

## II. Step-by Step Explanation of Procedures

This section first explains the preparation needed to perform reasonable rent determinations; then it provides the steps to implement the reasonable rent determinations.

***Preparation: Use of Location:***

The first step in preparation concerns the location characteristic. Location has the greatest impact on rent. Therefore, this system gives the greatest weight to location.

To define location the EZ-RRD Analysts divided the Agency's jurisdiction into three rental market value areas. Usually, each unit to be assisted and each comparable unit is assigned to be in either a high, medium, or low rental location. However, because the jurisdiction contains "Rent Control" units affecting unassisted rental market locations in both the low rental market and medium rental market the low rental market definition was eliminated to allow for rent control

and non-rent control units. Therefore, comparable unit selection may or may not be from the same zip code. At this time, there are no Participants located in luxury communities. Section III of this Policy provides an explanation of how these rental market values are determined.

***Preparation: Assigning Maximum Value Points to HUD Required Characteristics:***
EZ-RRD assigns maximum value points to each HUD required characteristic. These value points represent the economic value for each characteristic. Section III of this Policy provides an explanation of how the value points are determined.

***Value Point Levels Applied to Each Characteristic:***

Each characteristic is assigned a value point level. Characteristics with higher levels have more impact on the actual rent. Level V has the highest number of potential value points. Level I have the lowest number of potential points.

Each level has a value point range. The actual number of value points assigned to a characteristic is determined by the description of each characteristic in a particular unit. For example, for the quality characteristic, a unit with high quality will receive more value points than a unit with fair quality. The table below provides value levels and point ranges.

| Characteristic | Value Point Level | Value Point Range |
|---|---|---|
| Location | V | 15-23 |
| HQS Quality | IV | 10-18 |
| Utilities Provided by Owner | IV | 0-18 |
| Building Structure (Unit Type) | IV | 10-18 |
| Overall Unit Size | III | 8-13 |
| Number of Bedrooms | II | 4-9 |
| Number of Bathrooms | II | 4-9 |
| Age | II | 4-9 |
| Amenities | II | 0-9 |
| Maintenance | I | 1-5 |
| Housing Services | I | 0-5 |

***Implementation:***
Below are step-by-step procedures for performing each reasonable rent determination. These procedures include data entry into the web-based EZ-RRD system and analysis performed by the system.

1. Agency Analyst enters accurate description of unit to be assisted including description for each required characteristic. To ensure an accurate description a laminated guide called EZ-RRD Rent Reasonableness Determination Steps is used. This guide contains definitions used for each characteristic. It is located in the detailed Reasonable Rent Procedures that are provided separate from this Policy.

2. Based on the descriptions entered into the EZ-RRD system, it assigns the appropriate value points to each characteristic for the unit to be assisted.

3. EZ-RRD system totals the value points of each characteristic for the unit to be assisted to obtain the unit's Total Value Points.

4. EZ-RRD system analyzes the Total Value Points and descriptions of all characteristics for both the unit to be assisted and the comparable unit database. It locates units with exact points and characteristics to use as comparable units.

5. If there is no exact match, EZ-RRD system will next select comparables based on the database search priorities listed on the following Chart.

**Database Search Priorities Chart**

| Priority # | Action |
|---|---|
| **I** | Exact match on all 9 required characteristics and total value points |
| **II** | Exact match to structure type, location, # of bedrooms, and same or similar total value points for all required characteristics |
| **III** | Exact match to location, # of bedrooms, and same or similar total value points for all required characteristics |

Through the above database search process, the three comparable units most similar to the unit to be assisted are selected.

6. EZ-RRD system then populates the Reasonable Rent Determination Report (hereafter called Report) with the characteristic descriptions and total value points for the unit to be assisted and each of the three comparables. See sample Report below.

7. On the bottom of the Report, EZ-RRD displays:
   a. Average Rents of Comparable Units
   b. Average Total Value Points of Comparable Units
   c. Requested Rent of the Unit to be Assisted
   d. Total Value Points of Unit to be Assisted

8. Agency Analyst reviews the above four items to determine rent reasonableness.

   a. If the Total Value of the comparables is equal to the Total Value of the unit to be assisted, and if the Average Rent of Comparables is equal to or more than the Requested Rent of the Unit to be Assisted, the rent is reasonable. **The Agency Analyst checks "Yes" on the Report, signs, and dates the Report and places it in the tenant file.**

   b. If the Total Value of the comparables is equal to the Total Value of the unit to be assisted, and if the Average Rent of Comparables is less than the Requested Rent of the unit to be assisted, the rent is not reasonable. **The Agency Analyst checks "No" on the Report, signs, and dates the report and follows the agency's procedures when the requested rent is not reasonable.**

   c. If the Total Value Points of the Unit to Be Assisted and the Comparables are not equal, the Agency Analyst may perform a calculation using the total value points and unit

rents. The Analyst may divide the Average Rent of Comparables by the Average Total Value Points of Comparables. (This division provides the dollar value per point for the comparable units). Then, the Analyst may multiply this number by the Total Value Points of the Unit to be assisted. This calculation provides the maximum reasonable rent.

If the maximum reasonable rent is higher than the requested rent, the requested rent is reasonable. If it is lower, the requested rent is not reasonable.

If the rent is reasonable, follow step "8.a" above. If the rent is not reasonable, follow step "8.b" above.

**Sample Reasonable Rent Determination Report**

A sample Reasonable Rent Determination Report is provided below. The Value Point level and the actual points assigned to each characteristic in this sample are also provided.

As needed an optional Reasonable Rent Determination Standard Deviation Adjusted Report showing standard deviation comparisons may be used. This optional report illustrates the results of standard deviation calculations for the characteristics of unit size, unit type, quality, and age if needed.

**EZ-Reasonable Rent Determination Report**

| Unit To Be Assisted | Comp 1 | Comp 2 | Comp 3 |
|---|---|---|---|
| **Address**<br>2917 Maxson road<br>Anytown, TX 76116 | **Address**<br>1140 Stevens - SF2<br>Anytown, TX 76022 | **Address**<br>317 V Street 2G<br>Any City, TX 75818 | **Address**<br>1091 Freinza Ave<br>Any City, TX 75815 |
| **Census Tract** | **Census Tract**<br>27 | **Census Tract**<br>21 | **Census Tract**<br>63 |
| **Location** **<br>Low Rent Area **Level V - 15** | **Location** **<br>Low Rent Area **Level V- 15** | **Location** **<br>Low Rent Area **Level V - 15** | **Location** **<br>Low Rent Area **Level V -** |
| **Unit Size** **<br>Small **Level III – 8** | **Unit Size** **<br>Small **Level III - 8** | **Unit Size** **<br>Small **Level III - 8** | **Unit Size** **<br>Small **Level III- 8** |
| **Unit Type** ** **Level IV - 15**<br>Garden/Walkup/Apt/Multi | **Unit Type** **<br>Single Family **Level IV - 18** | **Unit Type** ** **Level IV - 15**<br>Garden/Walkup/Apt/Multi | **Unit Type** **<br>Duplex **Level IV - 16** |
| **Quality** **<br>Good **Level IV – 14** | **Quality** **<br>Good **Level IV - 14** | **Quality** **<br>Fair **Level IV - 12** | **Quality** **<br>Good **Level IV - 14** |
| **Age** ** **Level II – 6**<br>21-50 Years (built 1963) | **Age** ** **Level II – 6**<br>21-50 years | **Age** ** **Level II –6**<br>21-50 Years | **Age** ** **Level II – 4**<br>50+ Years |
| **Amenities** **<br>None **Level II – 0** | **Amenities** ** **Level II - 4**<br>Carpeting, Refrigerator, Range, Unit is Cable Ready | **Amenities** ** **Level II - 3**<br>Central A/C Unit, Laundry Facilities | **Amenities** ** **Level II**<br>Covered / Off-Street Parking |
| **Housing Services** ** **Level I - 5**<br>Landlord Provides Services | **Housing Services** **<br>No Services **Level I - 0** | **Housing Services** **<br>No Services **Level I - 0** | **Housing Services** **<br>No Services **Level I - 0** |
| **Maintenance** **<br>Owner Provides Onsite Maintenance **Level I - 5** | **Maintenance** **<br>Owner Provides Offsite Maintenance **Level I - 2** | **Maintenance** **<br>Owner Provides Offsite Maintenance **Level I - 2** | **Maintenance** **<br>Owner Provides Offsite Maintenance **Level I - 2** |
| **Paid Utilities** **<br>None **Level IV – 0** | **Paid Utilities** **<br>None **Level IV - 0** | **Paid Utilities** ** **Level IV - 6**<br>Water, Sewer, Trash | **Paid Utilities** ** **Level - 6**<br>Water, Sewer, Trash |
| **Bedrooms**<br>2 Bedrooms **Level II - 6** | **Bedrooms**<br>2 Bedrooms **Level II - 6** | **Bedrooms**<br>2 Bedrooms **Level II - 6** | **Bedrooms**<br>2 Bedrooms **Level II - 6** |
| **Bathrooms**<br>1 Bathroom **Level II – 4** | **Bathrooms**<br>1 Bathroom **Level II – 4** | **Bathrooms**<br>1 1/2 Bathrooms **Level II – 5** | **Bathrooms**<br>1 Bathroom **Level II - 4** |
| **Requested Rent**<br>$925.00 | **COL Rent**<br>$744.00 | **COL Rent**<br>$758.00 | **COL Rent**<br>$712.00 |
| **Value**<br>78 | **Value**<br>77 | **Value**<br>78 | **Value**<br>78 |
| **Date of Data**<br>03/20/2012 | **Date of Data**<br>12/01/2011 | **Date of Data**<br>11/01/2011 | **Date of Data**<br>11/01/2011 |

**Reasonable Rent Determi nation**

| | |
|---|---|
| Average Rents of Comparables: | $738.00 |
| Average Value of Comparables: | 78 |
| Unit To Be Assisted Rent: | $925.00 |
| Unit To Be Assisted Value: | 78 |
| The analysis of the above data shows the requested rent for the un it to be assisted to be reasonable? | ____YES _**X**_ NO |

If YES above, the Requested Rent is reasonable.

Staff person Name Date

*Although the EZ-Reasonable Rent Determination system is an aid to provide data and analysis, the Ag Agency is solely responsible for the reasonable rent determination herein.*

*** Required in accordance with 24CFR§985.3(b)(3)(A)*

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For illustration purposes only

Red lettering does not appear on system-generated reports. Used here to illustrate values assigned to categories.

## III. Explanation of Types of Analysis used in the Procedures

The EZ-RRD system uses three basic methods of analysis. They are determining high, medium, and low Rental Market Value Areas, Assigning Value Points to Characteristics, and Standard Deviation calculation.

***Determining High, Medium, and Low Rental Market Value Areas:***

High, medium, and low rental areas or submarkets within the Agency's jurisdiction are determined through a process called Value of the Unit's Location. EZ-RRD Analysts perform extensive economic research. This research identifies the value of rental property in all areas of the Agency's jurisdiction. This research entails examining many factors that affect property values and rental values within each submarket. These factors include but are not limited to census tract income levels, percent of population above or below poverty, median family income, renter occupied units, owner occupied units, percent of vacant units, median house age, crime statistics, public transportation, population impaction, community parks and other amenities, hospitals, airports, recreational facilities, waterfront access, etc.

These factors are used to evaluate the immediate three to four block area surrounding each comparable unit and unit to be assisted to assign a high, medium, or low rental market value rating.

The high rental market value area consists of luxury communities in the most favorable locations. These communities are usually newer construction and may have additional community/association amenities such as recreational facilities or be on a waterfront. Individual properties would include state-of-the-art systems, modern appliances, and/or superior quality finishes.

A medium rental market value area is considered an average neighborhood or intermediate community. These areas are slightly less favorable than the luxury areas. These communities include newer, larger homes and may include quality finishes. These areas may have additional amenities such as a fitness center, swimming pool, and recreational courts. Properties would contain adequate systems and appliances.

The lower rental market value area is a below average neighborhood, ranging from minimal to depleted or impoverished areas. Minimal communities often include older, smaller homes in good condition (that would be considered starter homes if being purchased). They may also include buildings in poor condition that have been abandoned or vandalized. These neighborhoods may have community parks and swimming pools.

Usually, each unit to be assisted and each comparable unit is assigned to be in either a high, medium, or low rental location. However, because the jurisdiction contains "Rent Control" units affecting unassisted rental market locations in both the low rental market and medium rental market the low rental market definition was eliminated to allow for rent control and non-rent control units. Therefore, comparable unit selection may or may not be from the same zip code. At this time, there are no Participants located in luxury communities.

***Assigning Value Points to Characteristics:***

The value for each characteristic is based upon the economic research for the Agency's jurisdiction described above. In addition, it is based on several years of rental market research using an enormous, national, unassisted rental market unit sampling. Each HUD

required characteristic was individually analyzed to accurately represent its contribution to the unit's total rental value. The specific values used are proprietary and cannot be disclosed.

For example, the Agency gives the highest weight to location. Higher weights are also given to utilities paid for by the landlord, quality, and unit type. The lowest values are given to maintenance and services.

The value points for each characteristic are added for each unit to become the Total Value Point rating. This rating represents the unit's actual rental value. The Total Value Points for the unit to be assisted are compared with the Average Total Value Points for the three comparable units during the reasonable rent determination process. This process is illustrated on the sample Reasonable Rent Report provided above.

This methodology is also supported by the Housing Choice Voucher Program HUD Guidebook. This Guidebook refers to the Point and Dollars per Feature System.

***Standard Deviation Calculations:***

The EZ-RRD system uses the standard deviation procedure to compare differing characteristics between the unit to be assisted and the comparable units. Standard Deviation uses the value points assigned to each characteristic to calculate the appropriate rent for units having different characteristics. The following examples illustrate how the EZ- RRD system applies the standard deviation calculation.

1. The high quality characteristic has a value of 16 points. The fair quality characteristic has a value of 13 points, a 19% difference (16 -13 =3 point difference; 3 points ÷ 16 points =19%). If the other characteristics are the same and if the high quality unit rents for $1,000, the fair quality unit should rent at $810.00 or 19% less.

2. The single-family structure type characteristic has a value of 18 points. The garden/walkup structure type characteristic receives 15 points or 17% less. If the other characteristics are the same, and the single-family unit rents for $1,200.00, the garden/walkup unit should rent for $996.00, or 17% less.

The above calculation is made for each characteristic with different descriptions during each reasonable rent determination. The results of these standard deviation calculations are presented in the Total Value Points. For example, using the sample Reasonable Rent Determination above, the following Total Value Points and rents were listed:

| | | |
|---|---|---|
| Average Total Value Points of Comparables | 78 | |
| Average Rents of Comparables | | $738.00 |
| Total Value Points of Assisted Unit | 78 | |
| Requested Rent of Assisted Unit | | $925.00 |

After applying the standard deviation calculations, this system determined that the average comparable units and the unit to be assisted had the same total value. As the requested rent for the unit to be assisted unit is higher than the average of the comparable units, the requested rent is not reasonable.

This method is described in the HUD HCVP Guidebook page, 9-10. It states the Analyst may need to review the database for (a) same number of bedrooms and building type but in a broader geographic location or (b) have the same number of bedrooms, are in the same geographic location, but are in other types of buildings. In addition, the HUD HCVP Guidebook provides the following example:

## IV. Agency Staff Training

As new analysts and new supervisors are appointed, they will undergo training concerning the reasonable rent requirements and the EZ-RRD system. This training will include a review of:

- 24 CFR Section 982.507 Rent to Owner: Reasonable Rent
- 24 CFR Section 985.3 (b) Reasonable Rent
- HUD Housing Choice Voucher Program Guidebook Chapter 9
- Reasonable Rent Policy
- EZ-RRD Procedures

The Analyst performing reasonable rent determinations will demonstrate proficiency for correctly performing the reasonable rent determination.

## V. Agency Interaction with Landlords

***Owner/Agent Relations:***

The owner/agent will be advised by accepting each monthly housing assistant payment he/she will be certifying that:

- The Rent to Owner is not more than rent charged by the owner/agent for comparable unassisted units in the premises.
- The assisted family is currently occupying the unit and the assisted family is not in violation of lease obligations.

***Owner/Agency Negotiations:***

If owners object to the approved rent, they may submit all HUD required comparable data for at least three unassisted units. The data will be confirmed by the Agency and added to the existing comparable units' database. The Agency will then run a new determination.

## VI. Agency-owned Units

Local government or independent entities (approved by HUD) must perform rent reasonableness determinations for Agency owned units leased by voucher holders. In these cases, the following arrangements may be made:

- The Authority may pay expenses associated with this service.
- The Authority may use administrative fee income to compensate the independent agencies for their services.
- The family cannot be charged for these services.

## VII. Collection of Unassisted Comparables Units

Data for comparable units may be collected from the following sources:

- Onsite visits
- Real estate, Landlord/real estate investor groups, property managers
- Any publication with real estate ads
- Available Census Reports for the most recent years
- Various Internet sources
- Multiple Listing Service
- Newspaper ads followed by owner/agent interviews
- Owner/agent questionnaires
- Apartment and home rental guides
- Fair Housing groups
- Government sources
- Other method

## VIII. Calculation of the Recommended Reasonable Rent

The EZ-RRD System automatically calculates the Recommended Reasonable Rent figure and prints that figure on the EZ-Reasonable Rent Determination Report (RRD). The Recommended Rent figure is determined through two automated calculations. First, The Average Rents of Comparables is divided by the Average Value of Comparables to obtain the average dollar value per value point of the comparable units. Second, this average dollar values is multiplied by the unit to be assisted value points to obtain the recommended rent.

The staff person performing the RRD compares the Recommended Reasonable Rent figure with the Unit to be Assisted Rent figure. If the recommended rent is equal or higher than the unit to be assisted rent, the requested rent is reasonable. The staff person marks "YES" on the RRD.

If the Recommended Rent is lower than the Unit to be Assisted Rent, the requested rent is not reasonable. The staff checks "NO" on the RRD and follows the process for unreasonable rent requests.

**D: Small Area Fair Market Rent:** *(24 CFR Part 888)*

Small Area Fair Market Rents (SAFMRs) are an important tool PHAs can use to increase choice for voucher holders and efficiency in the administration of the Housing Choice Voucher (HCV) program. In 2016, HUD published the Small Area Fair Market Rents (SAFMR) Final Rule allowing for the determination of HCV payment standards using Fair Market Rents (FMRs) calculated at the ZIP code level, rather than a metropolitan area-wide FMR. SAFMRs allow for payment standards to be established that more accurately reflect the local market. This can be helpful in providing voucher holders greater access to low-poverty and/or high-opportunity neighborhoods.

Currently, there are 24 metropolitan areas where the use of SAFMRs is required in the administration of HCV. Starting January 1, 2025, the JCHA will be included in the expansion of the 41 additional metropolitan areas (https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2024_code/2024summary_sa.odn)

The utilization of SAFMR's will increase access to units for our voucher families in Jersey City.

**Decreases in Payment Standard During HAP Contract Period:**

**Hold harmless Clause:**

If the amount on the payment standard schedule is decreased during the term of the HAP contract, the PHA will continue to use the existing higher payment standard for the family's subsidy calculation for as long as the family continues to receive the voucher assistance in that unit.

**Reduction in subsidy based on payment standards above the basic range:**
**No change in policy:**

If the amount on the payment standard schedule is decreased during the term of the HAP contract, the initial reduction in the payment standard amount used to calculate the family's HAP will be applied at the effective date of the family's second regular reexamination following the effective date of the decrease in the payment standard.

**JCHA Policy:**
The PHA will not apply SAFMRs to the PHA's PBV program.

## E. PAYMENT STANDARDS

The Payment Standard is used to calculate the Housing Assistance Payment for a family. The Payment Standard is set by JCHA at 110% of the Fair Market Rent (FMR). The JCHA reviews the appropriateness of the Payment Standard annually when the FMR is published by HUD. In determining whether a change is needed, the JCHA will ensure that the Payment Standard does not exceed 110% of the new FMR. If higher or lower Payment Standards are needed, the JCHA will seek HUD approval of a Payment Standard above or below the FMR. In addition, the JCHA may seek HUD approval of a success rate Payment Standard, which is based on the 50th percentile FMR instead of the 40th.

***Adjustments to Payment Standards:***

Payment Standards may be adjusted to increase HAP in order to keep rents affordable. The JCHA will not raise the Payment Standards so high that the number of families that can be assisted under available funding is substantially reduced. Nor will the JCHA raise the Payment Standards if the need is solely to make "high end" units available to Voucher holders.

The JCHA will review the Payment Standard annually to determine whether an adjustment should be made for some or all unit sizes. The Payment Standard will be reviewed according to HUD's requirements and this policy. If an increase is warranted, the Payment Standard will be adjusted within 90% to 110% of the current Fair Market Rent or the JCHA will request approval of a Payment Standard below 90% or up to 120% of the FMR. In a volatile market, it is the JCHA's discretion as to whether to make the change immediately or to wait until the time of the annual review. The JCHA also has the discretion to request HUD approval of a success rate Payment Standard based on the 50th percentile FMR instead of the 40th percentile to improve the success rates of Voucher holders. The JCHA may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standard:

***Assisted Families' Rent Burdens:*** The JCHA will review reports showing the percent of income used for rent by Voucher families to determine the extent to which the rent burden is more than 45% of income.

***JCHA Decision Point:*** The JCHA will review the quality and size of units where the Rents to Owner are above the Payment Standard by more than 25%. If more than 50% of families have selected above-average units or have selected larger units than the Voucher size, the JCHA may elect not to increase the Payment Standard or continue the analysis. If the analysis continues, the JCHA will divide those rents between Contracts within the first year and after the first year. If the Rents to Owner are more than 25% above the average in any bedroom size, the JCHA will continue the analysis. If not, the JCHA may elect not to increase the Payment Standard for certain bedroom sizes.

***Time to Locate Housing:*** The JCHA may consider the average time period for families to lease up under the Voucher program. If the average for Voucher holder exceeds 90 days, the Payment Standard may be adjusted.

***Success Rate of Voucher Holders:*** The JCHA will determine the percentage of families who are issued vouchers that are successful in leasing a unit under the Program. If the JCHA's success rate is below 75%, it may consider seeking HUD approval of a success rate Payment Standard based on the 50th percentile FMR instead of the 40th percentile.

## *E. PAYMENT STANDARDS (Cont'd)*

***Rent Reasonableness Database/Average Contract Rents:*** The JCHA will compare the Payment Standards to average rents in its rent reasonableness data and to the average Contract Rents by unit size. The Payment Standards should be on par with these amounts.

***Lowering of the Payment Standard:*** Statistical analysis may reveal the Payment Standard should be lowered, in which case, the Payment Standard should not be less than 90% of the current FMR. If the FMR is lowered, the Payment Standard may not exceed the FMR except in those cases where families are held harmless until they move to a different dwelling unit or have a change in family composition which would affect their Voucher size.

***Adjustments to Payment Standards:***

***Financial Feasibility:*** Before increasing the Payment Standard, the JCHA may review the budget and the reserve account, to determine the impact projected subsidy increases would have on funding available for the Program and on the number of families served. For this purpose, the JCHA will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.

***Documentation:*** The JCHA will document the analysis and findings to justify whether or not the Payment Standard was changed and provide such upon request.

## F. EXCEPTION PAYMENT STANDARDS

The JCHA may request HUD approval to establish a Payment Standard that is higher or lower for a designated area of the city. The JCHA will submit a request for a lower Payment Standard if it determines that a lower Payment Standard is justifiable based on market data from that area and that establishing a lower Payment Standard would enable the JCHA to provide housing assistance to more families.

The JCHA will request a higher (exception) Payment Standard for all units, or all units of a given size, within a designated area of the city if it determines that a higher Payment Standard is needed to help families obtain housing outside areas of high poverty concentration.

## G. PAYMENT STANDARDS FOR A FAMILY

***Regular Reexamination:***

If the payment standard amount has increased, the increased payment standard will be applied at the first regular reexamination following the effective date of the increase in the payment standard. If the Payment Standards have decreased, each family is protected against a subsidy reduction until the second regular reexamination following the Payment Standard reduction. At the family's first annual reexamination following a reduction, the Payment Standard will be the higher of the Payment Standard at the most recent reexamination or the current Payment Standard. At its second annual reexamination, the family's Payment Standard will be the Payment Standard then in effect. If the family's unit size changes between annual reexaminations, the Payment Standard effective at the time of the annual reexamination for the new unit size will be used, regardless of whether the Payment Standard has been reduced.

***Interim Examination:***

If after the beginning of the term of the lease the family has a change in income, family size or composition that would require or allow for an interim adjustment based on the JCHA's interim policy, the JCHA will not apply any change in Payment Standard until the date of the next regular reexamination.

***Moves:***

If the family moves into a different unit prior to its next recertification and the JCHA has had a change in the Payment Standard, the new Payment Standard will be used. The applicable Payment Standard will be that of which is the lower of either the Voucher size issued or the Unit size selected at the time of the move.

***Voucher Rent Adjustments:***

Owners may not request rent adjustments in the Voucher Program to be effective prior to the expiration of the first year of the lease. Rent adjustments therefore are effective only after a 60-day notice to the JCHA. The owner must provide notice to the tenant as required by provisions of the lease. The JCHA will advise the family as to whether the rent is reasonable and shall approve or disapprove the rent increase. Rent increases are allowed once per 12-month period.

# CHAPTER 13
# *RE-CERTIFICATIONS:*

## A. INTRODUCTION

In accordance with HUD requirements, the JCHA will reexamine the income and household composition of all families at least annually. Families will be provided accurate annual and interim rent adjustments. Re-certifications and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulations. It is a HUD requirement that families report all changes in household composition, but the JCHA decides what other changes must be reported and the procedures for reporting them. This Chapter defines the JCHA's policy for conducting annual re-certifications and coordinating annual activities. It also explains the interim reporting requirements for families and the standards for timely reporting.

## B. ANNUAL ACTIVITIES

There are two activities the JCHA must conduct on an annual basis. These activities will be coordinated whenever possible:

- Recertification of Income and Family Composition
- HQS Inspection, as described in Chapter 11

## C. ANNUAL RE-CERTIFICATION

Families are required to be recertified at least annually. When families move to another dwelling unit the anniversary date for the recertification will be changed to the new lease-up date. Income limits are not used as a test for continued eligibility at recertification, unless the family is moving under portability and changing their form of assistance.

Participants will report an increase in income and other changes which would increase the amount of family share when none currently exists. These increases **must** be done immediately if there is no income currently in the household. Housing Assistance Technicians will document the files accordingly.

***Reexamination Notice to the Family:***

The JCHA will maintain a reexamination tracking system, and the household will be notified by mail of the date and time for their interview at least 90 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the JCHA, to the extent reasonable and feasible, will provide notice in an accessible format. The JCHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

The written notification will state which family members are required to attend the interview. The family may call to request another appointment date up to 24 hours prior to the interview. If the family does not appear for the interview and has not rescheduled or made prior arrangements with the JCHA, the JCHA will schedule a second appointment.

## *C. ANNUAL RE-CERTIFICATION (Cont'd)*

If the family fails to appear for the second appointment and has not rescheduled or made prior arrangements, the JCHA will terminate assistance to the family and offer them an informal hearing. Exceptions to this policy may be made by the Director: Housing Choice Voucher Program or his/her designee if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

### *Completion of Annual Recertification:*

The JCHA will complete re-certifications for families before the anniversary date. This includes notifying the family of any changes in rent at least 30 days before the scheduled date of the change in family rent. For persons with disabilities who are unable to come to JCHA's office, the JCHA will grant an accommodation by conducting the interview at the person's home or by mail**,** upon verification that the accommodation requested meets the need presented by the disability.

The head of household is required to attend the recertification interview. If the head of household is unable to attend, the appointment will be rescheduled. The Housing Assistance Technician interviews the family and records the answers on the recertification forms. In order to avoid any potential or perceived conflict of interest, Housing Assistance Technicians are not permitted to certify or re-certify families with whom they have either a familial or friendly relationship.

The JCHA will instruct the family to bring the following to the interview:

- Documentation of income for all family members
- Documentation of all assets
- Documentation of any deductions/allowances
- Rent receipts
- Copies of gas and electric bills
- Security deposit receipts

The JCHA will follow the verification procedures and guidelines described in this Plan. Generally, verifications for reexaminations cannot be more than **120** days old from the date of request.

Low-barrier certification process – Enables survivors to exercise their VAWA rights through self-certification in most cases, easing the barrier of third-party validation. The final rule includes a certification form that may be used by covered housing providers.

### *Family Rent Portion Increases:*

If the family's share of the rent increases, a 30-day notice is mailed to the family prior to the anniversary date. If less than thirty days are remaining before the anniversary date, the family rent portion increase will be effective on the first of the month following the 30-day notice.

***Family Rent Portion Increases (Cont'd):***

If there has been a misrepresentation or a material omission by the family, or if the family caused a delay in the reexamination process, the rent increase will be effective on the anniversary date regardless of whether the family has been given 30 days' notice. If the anniversary date has already passed, the increase must be imposed retroactively. All notices will be sent via regular and certified mail.

***Family Rent Portion Decreases:***

If the family rent portion decreases, it will be effective on the anniversary date. If the family causes a delay so that the processing of the reexamination is not completed by the anniversary date, a rent decrease will be effective on the first day of the month following completion of the reexamination processing by the JCHA.

***Pursuant to HUD Notice PIH 2013-03 (HA) Housing Authorities may establish guidelines to streamline the recertification process in order to reduce administrative burden and anticipate PHA's to better manage their current allocated budget authority.***

The JCHA will allow optional streamlined annual reexaminations for elderly families and disabled families on fixed incomes.

**D. REPORTING INTERIM CHANGES**

The JCHA requires that the family report interim changes to the JCHA within 30 days of when the change occurs. If the family fails to report income for any family member within the 30 day period, it could lead to termination from the Program and will charged with the discrepancy income. Any information, document or signature needed from the family, which is needed to verify the change, must be provided within 30 days of the change. If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

The JCHA will perform an interim reexamination when the family reports a change in adjusted income that will result in an increase of 10% or more in annual adjusted income. *(24 CFR §§ 960.257(b)(2); 982.516(c)(2); and 882.515(b)(2))*

The JCHA will take into consideration not only changes to income but must also consider changes to eligible expenses, if applicable, to determine if an interim reexamination will be completed.

***Changes in Income and Assets:***

The JCHA will conduct interim reexaminations when the family has a decrease in income. Participants must report a decrease in income and other changes, which would reduce the amount of the family share, such as an increase in allowances or deductions. The JCHA must calculate the change if a decrease in income is reported.

***Changes in Family Composition:***

HUD requires program participants to report all changes in household composition to the JCHA between annual reexaminations. This includes additions due to marriage, birth, adoption, and court-awarded custody. All changes in family composition must be reported within 30 days of the occurrence. The family must obtain the JCHA's and the owner's written approval prior to all other additions to the household. All additions will be subject to eligibility requirements (Chapter 2 of this Plan).

***The JCHA will approve additions to the household in the following cases:***

- Addition by marriage/or marital-type relation;
- Addition of a minor who is a member of the nuclear family who had been living elsewhere;
- Addition of a JCHA-approved live-in aide;
- Addition due to birth, adoption or court-awarded custody.

If any new family member is added, family income must include any income of the new family member. The JCHA will conduct a reexamination to determine such additional income and will make the appropriate adjustments in the Housing Assistance Payment and family unit size. If a change requires a larger size unit due to overcrowding, the JCHA will issue a Voucher for the family to search for a new larger unit.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular recertification after the new member moves into the unit.

***JCHA may deny a family's request to add additional family members who are:***

- Persons who have been evicted from public housing and other federally assisted units.
- Persons who have previously violated a family obligation listed in 24 CFR 982.551 of the HUD regulations.
- Persons who have been part of a family whose assistance has been terminated under the Voucher Program.
- Persons who commit drug-related criminal activity or violent criminal activity or engage in acts of Domestic Violence as defined by the Violence Against Women Act and Dept. of Justice Reauthorization Act of 2005, Public Law 109-162.
- Persons who have been convicted of manufacturing methamphetamine on the premises of a Section 8.
- Persons who do not meet JCHA's definition of family.
- Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program or government entity.
- Persons who currently owe rent or other amounts to JCHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act or owe an outstanding balance to any governmental entity, including tax liens, child support, etc.

- Persons who have engaged in or threatened abusive or violent behavior toward JCHA personnel.
- Any other HUD allowed reason.

The JCHA may also deny a family's request to add an adult member(s) who have been previously removed from the household.

Families are required to notify the JCHA within 30 days if any family member leaves the assisted household. When the family notifies the JCHA, the following information must be provided:

- The date the family member moved out;
- Documentation of the new address of the family member; or
- Court documents verifying divorce, or new custody arrangements.

***Notification Procedures When Changes Reported Affect Tenant Rent:***

The JCHA will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following guidelines:

***Changes Reported in a Timely Manner:***

- ***Increases*** *in the Tenant Rent* are effective on the first of the month following at least a 30-day notice.
- ***Decreases*** *in the Tenant Rent* are effective the first of the month following that in which the change occurred. No rent reductions will be processed, however, until all the facts have been verified, even if a retroactive adjustment results.

***Changes Not Reported in a Timely Manner:***

If the family does not report the change in a timely manner, family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

- ***Increase*** *in Tenant Rent* will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any overpaid housing assistance and may be required to sign a Repayment Agreement or make a lump sum payment.
- ***Decrease*** *in Tenant Rent* will be effective on the first of the month following completion of processing by the JCHA and not retroactively.

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, it will result in the change not being processed by the JCHA.

If the underreporting of income was intentional (i.e., fraud), the proper course of action is termination of tenancy, rather than just repayment.

Unintentional underreporting of income, the repayment period is limited to five years. For intentional underreporting (fraud), the family may be terminated from the program, and the possibility of a different legal process and potentially no specific statute of limitations for the repayment itself.

- ***Increases in Tenant Rent*****:** will be effective after the required 30-day notice prior to the first of the month after completion of processing by the JCHA.

***Changes Not Reported in a Timely Manner (Cont'd):***

- ***Decreases in Tenant Rent:*** The overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

## *E. Other Interim Reporting Issues*

An interim reexamination does not affect the date of the annual re-certification. HCVP families are required to report any increases in income or decreases in allowable expenses between annual re-certifications and within ten (10) days of the occurrence. The Interim reexaminations will be conducted where 10% of the Households income increases or decreases. Interims that result in an increase in the family rent portion, must be sent by Certified and regular mail to the family and to the owner 30-days prior to the effective date of the rent increase to the family.

The rent will also increase when: a new member with income has been added to the household; the re-certification was delayed due to pending legal action; or due to misrepresentation or underreporting of income.

The Notice of Rent change is mailed to the owner and the tenant. Signatures are not required by the JCHA. If the family disagrees with the rent adjustment, they may request an informal hearing.

In instances where fraud is suspected, an interim recertification of the family may be required.

## *F. Income Discrepancy Reports (IDRs)*

The Income Discrepancy Report (IDR) is a tool for identifying families who may have concealed or under-reported income. Data in the IDR represents income for past reporting periods and may be between 6 months and 30 months old at the time IDRs are generated.

Families who have not concealed or under-reported income may appear on the IDR in some circumstances, such as loss of a job or addition of new family members.

When the JCHA determines that a participant appearing on the IDR has not concealed or under-reported income, the participant's name will be placed on a list of "false positive" reviews. To avoid multiple reviews in this situation, participants appearing on this list will be eliminated from IDR processing until a subsequent interim or regular reexamination has been completed.

When it appears that a family may have concealed or under-reported income in the amount of $2,400 and above annually, the JCHA will request third-party written verification of the income in question.

# CHAPTER 14
# MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

## A. INTRODUCTION

HUD regulations permit the family to move with continued assistance to another unit within the JCHA's jurisdiction, or to a unit outside of the JCHA's jurisdiction under portability procedures. The regulations also allow the JCHA the discretion to develop policies which define any limitations or restrictions on moves. This Chapter defines the procedures for moves, both within and outside of the JCHA's jurisdiction, and the policies for restriction and limitations on moves.

## B. ALLOWABLE MOVES

A family may move to a new unit if:

- The assisted lease for the old unit has terminated because the JCHA has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.
- The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family for reasons that would not cause the rental assistance to be terminated.
- The contract is terminated based on failed HQS.
- The family has given proper notice of lease termination (if the family has a right to terminate the lease on notice to owner).

## C. RESTRICTIONS ON MOVES

The family will not be permitted to move more than once in a 12-month period. A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move. The JCHA may deny permission to move if:

- The family has violated a Family Obligation.
- The family owes the JCHA money.
- The family has moved or been issued a Voucher within the last 12 months.
- If the receiving HA's Payment Standard is higher than that of the JCHA's or
- If funding no longer permits.
- The initial term of the assisted dwelling lease must be for at least one year [24 CFR 982.309]. The initial lease term is also stated in the HAP contract.

The Director or designee may make exceptions to these restrictions on a case-by-case basis to minimize hardship to the family.

## D. PROCEDURE FOR MOVES

***Issuance of Voucher:***

Upon request from the family, the JCHA will schedule the family for an interview. If the family has not been recertified within the last 120 days, the JCHA will conduct the recertification prior to the interview and will issue the Voucher at the recertification interview. The annual recertification date

will be changed to coincide with the new lease-up date. If the family does not locate a new unit, it may remain in the current unit so long as the owner permits.

***Notice Requirements:***

Briefing sessions emphasize the family's responsibility to give the owner and the JCHA proper written notice of any intent to move. The family must give the owner the required 60 days written notice of intent to vacate and must give a copy of the vacate notice to the JCHA simultaneously. The JCHA may approve a 30 day written notice on a cases by case basis.

## E. PORTABILITY

Portability applies to families moving into the JCHA's jurisdiction from another PHA's jurisdiction or moving out of the JCHA's jurisdiction. Under portability, families are eligible to receive assistance to lease a unit outside of JCHA's jurisdiction. The unit may be located:

- In the same state as the JCHA.
- In the same metropolitan statistical area (MSA) as the JCHA, but in a different state.
- In a MSA adjacent to the MSA of the JCHA, but in a different state.
- In the jurisdiction of a PHA anywhere within the United States that administers a Tenant Based Program.

If the JCHA decides to absorb a portable family upon the execution of a HAP contract on behalf of the family, the JCHA will notify the initial PHA by the initial billing deadline specified on form HUD-52665. The effective date of the HAP contract will be the effective date of the absorption.

If the JCHA decides to absorb a family after that, it will provide the initial PHA with 30 calendar days' advance notice.

## F. OUTGOING PORTABILITY

When a family requests to move outside of the JCHA's jurisdiction, the request must specify the area to which the family wants to move. If there is more than one PHA in the area in which the family has selected a unit, the JCHA will choose the receiving HA.

If the family is moving to a unit located in an area where there is no HA, the JCHA will be responsible for the administration of the family's assistance. In such a situation, the JCHA will choose a management company, another HA, or a private contractor to administer the assistance.

***Restrictions on Portability:***

*Families* will not be permitted *to exercise portability under the following circumstances:*

- If the family is in violation of a family obligation.
- If the family owes money to the JCHA.

The JCHA will provide pre-portability counseling for those families who express an interest in portability. If the family is utilizing portability for their initial lease-up, the JCHA will determine if the family is within the very low-income limit of the receiving HA. The JCHA will notify the receiving HA that the family wishes to relocate into its jurisdiction and will advise the family on how to contact and request assistance from the receiving HA.

***The JCHA will provide the following documents and information to the receiving HA:***

- A copy of the family's Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.
- The most recent HUD 50058 form and verifications.
- Declarations and verifications of U.S. citizenship/eligible immigrant status.
- The names of JCHA staff designated for inquiries on eligibility and billing.
- The administrative fee schedule for billing purposes.

***The receiving HA must notify JCHA whether:***

- It will absorb the family into its Program.
- If the family leases up or fails to submit a RFTA by the required date.
- If assistance to the portable family is terminated.
- If the family requests to move to an area outside the receiving HA's jurisdiction.

***Payment to the Receiving HA:***

The JCHA will requisition funds from HUD based on the anticipated lease-ups of portable Vouchers in other jurisdictions. Payments for families in other jurisdictions will be made to other PHA's when billed or in accordance with other HUD approved procedures for payment.

When billed, the initial PHA reimburses the receiving PHA for the lesser of 80% of the initial PHA's ongoing administrative fee or 100% of the receiving PHA's ongoing administrative fee for each program unit under HAP contract on the first day of the month for which the receiving PHA is billing the initial PHA. Initial and receiving PHAs continue to have discretion to negotiate and agree to a different administrative fee amount

***Claims:***

The JCHA will be responsible for collecting amounts owed by the family for claims paid and for monitoring the repayment. The JCHA will notify the receiving HA if the family is in arrears or if the family has refused to sign a Repayment Agreement, and the receiving HA will be asked to terminate assistance to the family as allowed by this Administrative Plan. The receiving HA will be required to submit hearing determinations to the JCHA within 30 days.

## G. INCOMING PORTABILITY

***Absorption or Administration:***

The JCHA will accept a family with a valid Voucher from another jurisdiction and administer the assistance for the initial HA or absorb the Voucher based on the availability of funding. If administering for the initial HA, the family will be issued a "Portability" Voucher by the JCHA with the same start date. The JCHA may grant extensions to the Portability Voucher in accordance with this Administrative Plan. When JCHA does not absorb the Portability Voucher, it will administer the initial HA's Voucher and the JCHA's Program policies will prevail. For initial lease-up, the family must be within JCHA's low-income limits.

The JCHA will issue a "Portability Voucher" according to JCHA's Subsidy Standards. If the family has a change in family composition that would change the Voucher size, the JCHA will change the Voucher to the appropriate size based on the JCHA's Subsidy Standards. HUD expects the Voucher to be issued within two (2) weeks of receiving the HUD 52665 form and supporting documents.

The JCHA will determine whether to extend the "Portability Voucher" and the length of time for which it will be extended. If the family decides not to lease-up in the JCHA's jurisdiction, the family must request an extension from the initial HA.

***Income and TTP of Incoming Portables:***

As the receiving HA, the JCHA will conduct a certification interview but only to verify the information provided, whether the documents are missing or are over 90 days old, (whichever is applicable), or there has been a change in the family's circumstances.

If the family's income exceeds the income limit of the JCHA, the family will not be denied assistance unless the family is an applicant (and over the very-low income limit).

If the family's income is such that a $0 subsidy amount is determined prior to lease-up in the JCHA's jurisdiction, the JCHA will refuse to enter into a contract on behalf of the family at $0 assistance.

***Requests for Tenancy Approval (RFTA):***

A briefing will be mandatory for all portability families. When the family submits an *RFTA,* it will be processed using the JCHA's policies. If the family does not submit an *RFTA* or does not execute a lease, the initial HA will be notified within 90 days by the JCHA.

If the family leases up, the JCHA is required to notify the initial HA within ten (10) working days of the contract execution date. Any applicable administrative fees will be received by the JCHA no later than ninety days (90) following the expiration date of the Voucher issued by the initial HA. If the JCHA denies assistance to the family, the JCHA will notify the initial HA within 90 days and the family will be offered a review or hearing.

The JCHA will notify the family of its responsibility to contact the initial HA if the family wishes to move outside the JCHA's jurisdiction under continued portability.

***Terminations:***

The JCHA notifies the initial HA of any change in billing amount as soon as possible (preferably before the effective date) but in no circumstances any later than ten (10) working days following the effective date of the change. The initial HA will be responsible for collecting amounts owed by the family for claims paid and for monitoring repayment. If the initial HA notifies the JCHA that the family is in arrears or the family has refused to sign a repayment agreement, the JCHA will terminate assistance to the family.

***Required Documents:***

As the receiving HA, the JCHA will require the following documents from the initial HA:

- A copy of the family's Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.
- The most recent HUD 50058 form and verifications.

- The JCHA can request income verification, copies of Social Security cards, and birth certificates from the initial HA, but the initial HA is not required by Notice to provide this information. JCHA may need to obtain it.
- The names of initial HA staff designated for inquiries on eligibility and billing.
- The JCHA must provide to the receiving HA, and receive from the partnering HA a HUD 52665 form as part of the required documents in the portability process.
- Declarations and verifications of U.S. citizenship/eligible immigrant status.
- The Administrative Fee Schedule for billing purposes.

***Billing Procedures:***

As the receiving HA (in cases in which JCHA does not absorb a family), the JCHA will bill the initial HA monthly for Housing Assistance Payments. The billing cycle for other amounts, including Administrative Fees and Special Claims will be at least quarterly unless requested otherwise by the initial HA.

The JCHA will bill 100% of the Housing Assistance Payment, 100% of Special Claim and 80% of the Administrative Fee (at the initial HA's rate) and any other HUD-approved fees, for each "Portability" Voucher leased as of the first day of the month. The current JCHA Admin Fee effective March 2017 at a rate of $52.42.

The JCHA will notify the initial HA of changes in subsidy amounts and will expect the initial HA to notify the JCHA of changes in the Administrative Fee amount to be billed.

## H. PORTABILITY PROCEDURES FOR FAMILIES PORTING-IN FROM PRESIDENTIALLY DECLARED MAJOR DISASTER AREAS

From a period beginning on September 6, 2017, areas in the U.S. Virgin Islands, Puerto Rico, Florida and Georgia experienced severe storms and flooding from Hurricanes Irma and Maria. These hurricanes caused devastating damage to commercial and residential property and displaced tens of thousands of families from their homes. Many public housing agencies (PHAs) were incapacitated as a result of the disasters. A significant number of PHAs in Puerto Rico and the U.S. Virgin Islands remain non-operational.

Under the Housing Choice Voucher (HCV) program, a voucher family may move to any jurisdiction that has a PHA that administers an HCV program and receive voucher assistance under the portability procedures of the program. HUD is developing detailed guidance on how PHAs may expeditiously assist HCV families displaced by these disasters when the initial PHA is non-operational.

A list of non-operational PHAs, those that are unable to complete their portability responsibilities, is available on HUD's website[i]. As of October 6, 2017, all PHAs in Puerto Rico and the U.S. Virgin Islands are considered to be non-operational. HUD will update the list as PHAs become operational and able to complete their portability responsibilities.

**In the interim, HUD is establishing the following alternative portability process.** This process is for PHAs that are contacted directly by a family who:

1. is from an area covered by Presidentially declared Major Disaster Declarations (MDD) following Hurricanes Irma and Maria; and
2. wishes to exercise portability but their initial PHA is non-operational and unable to carry-out its administrative responsibilities as a result of the disaster.

If the incoming portability voucher family arrives without any documentation to verify their program status and the PHA has received no portability information from the initial PHA, the receiving PHA is advised to do the following:

- Obtain the name and SSN of the Head of Household of the family and the name of the initial PHA from the family.
- Determine if the PHA is presently non-operational for portability by checking the website. This list will be updated frequently, so it is important to check every time. The list of non-operational portability PHAs is available on HUD's website.
- If the initial PHA is not listed as a non-operational PHA, the receiving PHA should attempt contact the initial PHA directly by telephone or email in order to help facilitate the family's portability move. However, if the receiving PHA is unable to contact the initial PHA by telephone or email, the receiving PHA should contact their local HUD Office of Public Housing for assistance. HUD will help to facilitate the communication or will advise the PHA to follow these alternate portability procedures.
- If the initial PHA is on the non-operational list, the receiving PHA initially verifies the family was receiving voucher assistance from the initial PHA on the date of the disaster through the Enterprise Income Verification (EIV) System existing tenant search.
- If EIV confirms that the family receives HCV assistance at a non-operational PHA, the receiving PHA contacts Sonia Colón Miranda at 305-520-5076 or Sonia.I.Colon-Miranda@hud.gov at the Miami Field Office. The Field Office will confirm the household composition and verify the household members' DOBs, SSNs, immigration statuses and other relevant information over the phone. Due to Personally Identifiable Information (PII) security concerns, the information must be confirmed via phone. The PHA uses this information to ensure that no new members have been added to the household. The receiving PHA would then follow its normal procedures (determining unit size under its occupancy standards, issuing the family the receiving PHA voucher, etc.) in order for the family to lease the unit.
- If EIV does not confirm the family receives HCV assistance at a non-operational PHA, the receiving PHA adds the family to its waiting list following normal procedures.
- It is likely that the displaced family's income may have been negatively impacted by the disaster and subsequent move. The receiving PHA may need to conduct a new reexamination for the family but must not delay issuance of the voucher or approval of the unit.
- The receiving PHA may choose to either absorb the family into their own program or choose to bill. Given the operational challenges billing presents in the case of non-operational PHAs, the receiving PHA is encouraged to absorb the family. However, the receiving PHA may still opt to bill. If the receiving PHA opts to bill, HUD will pay the receiving PHA directly. HUD will issue guidance on this modified billing and payment process.

# CHAPTER 15
# CONTRACT TERMINATIONS

## A. INTRODUCTION

The Housing Assistance Payments (HAP) Contract is the Contract between the owner and the JCHA, which defines the responsibilities of both parties. This Chapter describes the circumstances under which the Contract can be terminated by the JCHA and by the owner, and the policies and procedures for such terminations.

## B. CONTRACT TERMINATION

The term of the HAP Contract is the same as the term of the lease. The Contract between the owner and the JCHA may be terminated by the JCHA, or by the owner or tenant terminating the lease. The JCHA may terminate the HAP Contract due to repeated failure by the owner to maintain the apartment according to HQS standards, for neglect of the property and for failure to enroll in the JCHA's Direct Deposit program so that HAP Contract payments can be made to the owner electronically by the JCHA (see Chapter 12).

No future subsidy payments on behalf of the family will be made by the JCHA to the owner after the month in which the Contract is terminated. The owner must reimburse the JCHA for any subsidies paid by the JCHA for any period after the Contract termination date. If the family continues to occupy the unit after the Section 8 Contract is terminated, the family chooses to do so without rental assistance from the JCHA.

After a Contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The Contract for a new unit may begin during the month in which the family moved from the old unit.

## C. TERMINATION BY THE FAMILY: MOVES

The lease stipulates that the family cannot move from the unit until after the first year of the lease unless mutually agreed upon by both the owner and the family. The notice period to the owner is determined by the Contract/lease. The JCHA requires 60 days written notice to the owner and to the JCHA prior to this period. The JCHA may approve a 30 day written notice on a case by case basis.

## D. TERMINATION BY THE OWNER: EVICTIONS

If the owner wishes to terminate the lease, the owner is required to evict, using the notice procedures in the HUD regulations and New Jersey law. The owner must provide the JCHA with a copy of the eviction notice. The owner must also provide the tenant a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant. The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under New Jersey law to commence an eviction action.

State and Local Laws will prevail termination under 24 CFR 982.310(d)(1) for all HCV holders.

## *D. TERMINATION BY THE OWNER: EVICTIONS (Cont'd)*

***During the term of the lease the owner may only evict for the following reasons:***

- Serious or repeated violation of the terms and conditions of the lease.
- Violation of Federal, State or local law related to occupancy of the unit or use of the premises.
- Criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises including engaging in Domestic Violence crimes.
- Any drug-related or violent criminal activity on or near the premises.
- Tenant history of disturbance of neighbors, destruction of property, or behavior resulting in damage to the premises.
- Other good cause, after the first year of the lease, including business or economic reason for regaining possession of the unit; owner's desire to repossess the unit for personal use; or tenant's refusal to accept offer of a new lease.

The JCHA requires that the owner specify the section of the lease that has been violated and cite some or all of the ways in which the tenant has violated that section as documentation for JCHA termination of assistance.

Housing Assistance Payments are paid to the owner under the terms of the HAP Contract. If the owner has begun eviction and the family continues to reside in the unit, the JCHA must continue to make Housing Assistance Payments to the owner until the owner has obtained a court judgment or other legal process allowing the owner to evict the tenant. If the owner does not pursue eviction for lease violation, the JCHA will not abate the Housing Assistance Payment.

The JCHA must continue making Housing Assistance Payments to the owner in accordance with the Contract as long as the tenant continues to occupy the unit and the Contract is not violated. By endorsing the monthly check from the JCHA, the owner certifies that the tenant is still in the unit and she/he is in compliance with the Contract. If action is finalized in court, the owner must provide the JCHA with the documentation, including notice of the lock-out date.

If the eviction is not due to a serious or repeated violation of the lease, and if the JCHA has no other grounds for termination of assistance, the JCHA will issue a new Voucher so that the family can move with continued assistance.

## E. TERMINATION OF THE CONTRACT BY JCHA

The term of the HAP Contract terminates when the lease terminates, or when the JCHA terminates program assistance for the family, or when the owner has breached the HAP Contract. (See Chapter 10, Section J "Owner Disapproval"). The JCHA may also terminate the contract if:

- The JCHA terminates assistance to the family.
- The family is required to move from a unit which is overcrowded.

## *E. TERMINATION OF THE CONTRACT BY JCHA (Cont'd)*

- For failure to enroll in the JCHA's Direct Deposit program in which HAP payments are electronically deposited into the owner's bank account

- The JCHA may also terminate the HAP contract if sufficient funding is no longer available under the ACC. Should this occur, the JCHA will terminate HAP contracts in the following order:

    1. Vouchers that expire through normal attrition will not be re-issued
    2. Project-based vouchers upon expiration of contract and legal requirements will not be re-issued
    3. Families (non-relocatees) in order of the lowest to highest subsidy levels
    4. Seniors and disabled (non-relocatees) in order of the lowest to highest subsidy levels Special "Targeted" Programs (i.e. VASH, Mainstream, NEDP, etc.)
    5. Relocatees from the JCHA's Revitalization Programs.

The Contract will terminate automatically if 180 days have passed since the last Housing Assistance Payment to the owner. The JCHA will provide the owner and family with at least 30 days written notice of termination of the Contract.

## F. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS

Families who were participants on June 19, 1995, but are ineligible for continued assistance due to the ineligible immigration status of all members of the family or because a "mixed" family chooses not to accept pro-ration of assistance, are eligible for temporary deferral of termination of assistance if it is necessary to permit the family additional time to transition into affordable housing. Deferrals may be granted for intervals not to exceed six (6) months, up to an aggregate maximum of:

- Three years for deferrals granted prior to 11/29/96, or

- 18 months for deferrals granted after 11/29/96

The family will be notified in writing at least 60 days in advance of the expiration of the deferral period that termination of assistance will not be deferred because:

- Granting another deferral will result in an aggregate deferral period of longer than the statutory maximum (three years for deferrals granted before 11/29/96; 18 months for deferrals granted after 11/29/96), or

- A determination has been made that other affordable housing is available.

## G. TERMINATION DUE TO OWNER DISAPPROVAL

If the JCHA terminates the contract due to owner disapproval (See Chapter 10, "Request for Lease Approval and Contract Execution"), the JCHA will provide the owner and family with at least 30 days written notice of termination of the Contract.

# CHAPTER 16
# TERMINATION OF ASSISTANCE

## A. INTRODUCTION

The JCHA may terminate assistance for a family because of the family's action or failure to act. The JCHA will provide families with a written description of the Family Obligations under the Program, the grounds under which the JCHA can terminate assistance, and the JCHA's Informal Hearing procedures. This chapter describes when the JCHA is required to terminate assistance and the JCHA's policies regarding the grounds for termination of assistance under an outstanding HAP Contract. If termination is based upon behavior resulting from a disability, the JCHA will delay the determination in order to determine if there is an accommodation that would mitigate the behavior resulting from the disability.

## B. GROUNDS FOR TERMINATING ASSISTANCE

The JCHA may terminate the HAP Contract if, in accordance with HUD requirements, the funding under the consolidated ACC is insufficient to support continued assistance for families in the Program. The JCHA will terminate the families based upon the amount of subsidy provided. Families with the lowest amount of subsidy will be terminated first. Consequently, should the JCHA's funding increase in the future, those families will be offered the opportunity to be re-instated to the Section 8 Program in the order they were terminated.

***Mandatory Termination of Assistance:***

- If any member of the family fails to sign and submit to JCHA required consent forms for obtaining information.
- If any family member does not establish citizenship or eligible immigration status. (See Chapter 15).
- If the family is under contract, and 180 days have elapsed since the JCHA's last housing assistance payment was made.
- Any member of the family has been convicted of manufacturing or producing methamphetamine on the premises of the assisted dwelling.
- The family has been evicted from the Section 8 unit due to serious violations of the lease, such as non-payment of the tenant rent portion, repeated destruction of property, a pattern of violations, etc.
- If any family member is subject to a lifetime registration requirement under a state sex offender registration program.
- If a family member is currently engaging in illegal use of a drug and/or there is a pattern (occurs more than once in a 12-month period) of illegal drug use that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.
- If JCHA discovers that the family was evicted from federally assisted housing for drug-related criminal activity within five years from the date of admission to the Program.

## *B. GROUNDS FOR TERMINATING ASSISTANCE (Cont'd)*

***Other Grounds for Termination of Assistance:***

- The JCHA will terminate assistance to participants in cases where it determines that there is reasonable cause to believe that the person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents or engages in Domestic Violence crimes as per the JCHA Criminal Activity Policy. This includes cases where the JCHA determines that there is a *pattern* of illegal use of a controlled substance, or *pattern* of alcohol abuse.
- The JCHA will consider the use of a controlled substance or alcohol to be a *pattern* if there has been more than one incident during the previous 12 months.
- The JCHA may waive this policy if the person demonstrates to its satisfaction that the person is no longer engaging in the illegal use of a controlled substance or abuse of alcohol, and:
- Has successfully completed a supervised drug or alcohol rehabilitation program;
- Has otherwise been rehabilitated successfully; or
- Is participating in a supervised drug or alcohol rehabilitation program.

***The JCHA may at any time terminate program assistance for a participant, for any of the following reasons:***

- The family violates any family obligation under the program as listed in 24 CFR 982.551**,** fails to submit recertification information as per Chapter 13 of the Administrative Plan, fails to attend informal hearings, and other scheduled appointments, per Chapter 5 (D) "Missed Appointments and Deadlines," etc.
- The family has not reimbursed the JCHA for amounts paid to an owner under a HAP Contract for rent, damages to the unit, or other amounts owed by the family.
- The family breaches a Repayment Agreement to pay amounts owed to the JCHA, or amounts paid to an owner by the JCHA fails to disclose income that would result in owing the JCHA additional amounts, and/or fails to abide by the terms of the Repayment Agreement, including the remittance of a 25% lump sum payment.
- The family has engaged in or threatened abusive or violent behavior toward JCHA personnel.

  "Abusive or violent behavior towards JCHA personnel" includes verbal as well as physical abuse or violence, such as the use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.

  "Threatening" refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence. Actual physical abuse or violence will always be cause for termination.
- If a family member is involved in other criminal activity which may threaten the health or safety of other residents, the owner, property management staff or persons performing responsibilities on behalf of the JCHA or the peaceful enjoyment of the premises by other residents.

## B. *GROUNDS FOR TERMINATING ASSISTANCE (Cont'd)*

- The JCHA determines that a member of the household is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees or a high misdemeanor in New Jersey.
- The JCHA determines that a member of the household is violating a condition of probation or parole imposed under Federal or State law.
- The family fails to disclose to the JCHA any HUD or other official notification it has received regarding discrepancies in the amount or verification of family income or for any Section 8 related issue.

The JCHA may also deny the request of a participating family to add a household member if that person is found to be ineligible for assistance after a review of the above criteria.

## C. FAMILY OBLIGATIONS

- The family must supply any information that the JCHA or HUD determines is necessary in the administration of the Program, including submission of required evidence of citizenship or eligible immigration status, as provided by 24 CFR part 812.
- The family must supply any information requested by the JCHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
- The family must disclose and verify Social Security Numbers, as provided by 24 CFR part 750, and must sign and submit consent forms for obtaining information in accordance with 24 CFR part 760 and 24 CFR part 813.
- All information supplied by the family must be true and complete.
- The family is responsible for an HQS breach caused by the family as described in 24 CFR 982.404(b).
- The family must allow the JCHA and the owner to inspect the unit at reasonable times and after reasonable notice.
- The family may not commit any serious or repeated violation of the lease.
- The family must notify the owner and, at the same time, notify the JCHA before the family moves out of the unit or terminates the lease on notice to the owner. Notice must be given in writing to the owner and the JCHA and approved pursuant to the lease.
- The family must promptly give the JCHA a copy of any owner eviction notice.
- The family must use the assisted unit for residence by the family members listed on the lease. The unit must be the family's only residence.
- The composition of the assisted family residing in the unit must be approved by the JCHA. The family must promptly inform the JCHA of the birth, adoption or court-awarded custody of a child. The family must request prior JCHA approval to add any other family member as an occupant of the unit.

## *C. FAMILY OBLIGATIONS (Cont'd)*

- The family must promptly notify the JCHA if any family member no longer resides in the unit.
- If the JCHA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request prior approval or JCHA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.
- Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family. This income must be reported to the JCHA and Owner approval is required.
- The family must not sublease/sublet the unit and must not assign the lease/transfer the unit.
- The family must supply any information or certification requested by the JCHA to verify that the family is living in the unit, or relating to family absence from the unit, including any JCHA-requested information or certification on the purposes of family absences. The family must cooperate with the JCHA for this purpose. The family must promptly notify the JCHA of absence from the unit.
- The family must not own or have any interest in the unit.
- The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the Program.
- The members of the family may not engage in drug-related criminal activity or violent criminal activity.
- The family member must complete and return the form HUD-50066 and a copy of the police report or letters from the Prosecutors office, social service agency, medical provider or other official documentation verifying status as a victim of Domestic Violence within 14 business days of the JCHA's written request for documentation.
- An assisted family, or members of the family, may not receive Section 8 assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.

***Housing Authority Discretion:***

In deciding whether to terminate assistance because of action or failure to act by members of the family, the JCHA has discretion to consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the length of time since the violation occurred. It may also review the family's more recent record of compliance and consider the effects of termination of assistance on other family members who were not involved in the action or failure to act.

The JCHA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The JCHA may permit the other members of a family to continue in the Program.

As an alternate to termination of rental assistance, in certain circumstances, the JCHA will offer the participant the opportunity to sign an *Acknowledgment of Housing Choice Voucher (section 8) Participant Obligations* in order to cure the violation of the participant's obligations.

In the case of VAWA victims**,** protections against denials, terminations, and evictions that directly result from being a victim of domestic violence, dating violence, sexual assault, or stalking **–** Survivors often face denial, termination, or eviction for reasons that seem unrelated to being a survivors, such as poor rental history or poor credit, but is actually a direct result of being a survivor of domestic and dating violence, sexual assault, and stalking. The final rule prohibits any denial, termination, or eviction that is a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.

***Enforcing Family Obligations:***

*Explanations and Terms*

*Promptly*: when used with the Family Obligations always means "within 30 days." Termination of assistance is always optional except where this Plan or the regulations state otherwise.

*HQS Breach:* the HQS Inspector or Supervisor will determine if an HQS breach, as identified in 24 CFR 982.404 (b), is the responsibility of the family. Families may be given extensions to cure HQS breaches by the JCHA.

*Serious or Repeated Lease Violations:* will result in termination of assistance as follows:

- If the owner terminates tenancy through court action.
- If the owner notifies the family of termination of the lease and the family moves from the unit prior to the completion of court action, and the JCHA determines that the cause is a serious or repeated violation of the lease based on available evidence.
- If there are police reports, neighborhood complaints or other third party information, and the JCHA has verified the information.

*Notification of Eviction*: If the family requests assistance to move and they did notify the JCHA of an eviction within 30 days of receiving the Notice of Lease Termination, the move will be subsequently denied.

*Limitation on Profit-Making Activity in Unit:* The JCHA may prohibit use of a dwelling unit for profit-making activity if it determines that the use of the unit as a business is not incidental to its use as a dwelling unit, or the business activity results in the inability of the family to use any of the critical living areas, such as a bedroom, or if the JCHA determines the business is not legal.

*Interest in Unit:* The owner may not reside in the assisted unit regardless of whether the owner is a member of the assisted family.

***Notice of Termination of Assistance:***

- If the termination is due to criminal activity as shown by a criminal record, the JCHA will provide the family member with the subject of the record and a copy of the criminal record.

## D. CRIMINAL ACTIVITY PROCEDURES AND POLICY

1. Criminal Activity Procedures

If a participant of the Housing Choice Voucher Program is in violation of the Criminal Activity Policy, the HCV Director will schedule a meeting with the participant. Upon the HCV Director's review of all documents and discussion at the meeting, the following actions may take place:

- The participant's agreement to remove a member of the household within a specified time. However, failure to comply with this agreement would result in a termination of assistance and the case being resolved through the criminal court process. Court resolution would subsequently result in one of the following: (1) dismissal of the complaint and no further action or (2) Criminal charges/guilty plea brought against the Household member who is charged which may result in termination of rental assistance.

- Depending on the charge, the participant may be asked to sign an Acknowledgment of No Further Violations.

- If the charges lead to a potential termination, the case will be reviewed with our In-House Counsel for a recommendation. If the recommendation is a Termination, the HCV Staff will issue the participant a termination notice which provides the right to request an informal hearing.

- If a participant has been terminated based on the Criminal Activity Policy violation and the charges against the participant are dismissed or if the participant is acquitted—not pled down to a lesser offense—then the participant shall be reinstated to the Section 8 Voucher Program if the participant previously held a voucher.
- Where JCHA deems appropriate and executes a stipulation agreement with a household based on the offender being accepted and entering a pre-trial intervention (PTI) program, the stipulation agreement will state that a review will be done at a later date (date to be set depending on length of PTI court-ordered) to assess if tenant has completed the PTI requirements successfully, and the court has dismissed the charges (N.J.S.A. 2C:43-12 and -13).

2. Criminal Activity Policy

The Jersey City Housing Authority (JCHA), in accordance with HUD regulations and JCHA policy, has adopted the following Criminal Activity Policy and lease amendment. The foregoing process shall be triggered by an arrest, and a criminal conviction is unnecessary to demonstrate violations of the applicable lease. In addition, the JCHA shall pursue termination of voucher assistance under this policy based on egregious crimes committed by juveniles as permitted by law. In instances where a juvenile is involved with criminal activity, JCHA may offer in its discretion a referral to community resources to the head of household with the goal of maintaining stability for the household.

If a Section 8 Program Participant ("participant") has been evicted based on a Criminal Activity Policy violation and the charges against the participant are dismissed—not pled down to a lesser offense—then the participant shall be reinstated to the Section 8 Voucher Program if the participant previously held a voucher.

The lease shall require the participant to act and cause authorized family members, guests and other persons under the participant's control, to act in a manner that will not disturb other tenants' peaceful enjoyment of their accommodations and will be conducive to maintaining the assisted unit[5] in a decent, safe and sanitary condition, including refraining from behavior caused by drug or alcohol

[5] Assisted unit is defined as a Section 8 rental unit.

abuse that interferes with the health, safety or right to peaceful enjoyment of the assisted premises[6] by other tenants, agents of JCHA, the owner/landlord of the assisted unit, or persons residing in the immediate vicinity of the assisted premises. In accordance with federal law and applicable HUD regulations, a criminal conviction is not necessary to demonstrate serious violations of the lease. Prohibited activities include, but are not limited to, the following:

- Engaging in any activity, including physical and verbal assaults, that threatens the health, safety or right to peaceful enjoyment of the assisted premises by other tenants, agents of JCHA, owner/landlord of the assisted unit, or persons residing in the immediate vicinity of the assisted premises;
- Engaging in any violent criminal activity or other activity that threatens the life, health or property of other tenants, agents of JCHA, owner/landlord of the assisted unit, or persons residing in the immediate vicinity of the assisted premises;
- Engaging in any drug-related criminal activity on or off the assisted premises; for purposes of the lease, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, possession, storage, service, delivery or cultivation of a controlled substance;
- Displaying a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw or otherwise discharge the weapon, to actually shoot, fire, explode, throw or otherwise discharge a deadly weapon, or to inflict any injury on another person or to damage any property through the intentional, reckless, careless or negligent use of a weapon. For purposes of this lease, a "deadly weapon" means a firearm or anything manifestly designed, made or adapted for the purpose of inflicting death or serious bodily injury. A deadly weapon shall include but not be limited to a club, explosive weapon, firearm, knife or knuckles. This also prohibits the use of any BB gun or pellet guns on the assisted premises; and
- Owning or possessing illegal weapons on the assisted premises;
- Causing any fire on the assisted premises, either intentionally or through negligent or careless disregard.
- If participant, household members, guests or other persons under participant's control have been convicted of manufacture or production of methamphetamines on the premises of federally assisted housing, the voucher assistance shall be terminated immediately;
- If participant, household members, guests or other persons under participant's control are subject to a lifetime registration requirement under state sex offender registration laws, then the voucher assistance shall be terminated immediately;

JCHA shall emphasize that the foregoing list of prohibited actions is not exhaustive. In all circumstances, except in circumstances that necessitate mandatory voucher termination, JCHA retains the authority to, after considering all credible evidence and on a case-by-case basis, decide against voucher termination. JCHA shall consider the following factors when making determinations regarding authorized voucher terminations under Criminal Activity Policy:

1. Seriousness of the offending action

[6] Assisted premises is defined as the premises where the Section 8 rental unit is located.

2. The extent of participation by the Head of Household and other household members in the offending action, including whether the culpable member is a minor, disabled, or a victim of domestic violence, sexual assault or stalking.
3. The effects the voucher termination would have on family members not involved in the offending activity
4. The extent to which the Head of Household has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action
5. Effects the voucher termination, or the absence of termination, would have on the community
6. The demand for the Housing Choice Voucher (Section 8) Program by eligible families
7. The length of time since the offending action
8. If JCHA considers rehabilitation, then the participant must submit evidence (e.g. formal certification of his/her participation in, or completion of, a rehabilitation program recognized by JCHA)

The following guidelines shall serve as just that: an instructive guide for JCHA and participants with respect to Criminal Activity Policy violations and their serious consequences. Note that the following guidelines are not mandatory, not applicable in all circumstances, and not exhaustive. In making any decisions pursuant to JCHA's Criminal Activity Policy, employees shall consider alternatives and factors as described more clearly below and may, on a case-by-case basis under the totality of the circumstances based on the best evidence available to the JCHA, choose against voucher termination.

- *Drug charges:*
  - **By Head of household:**
    - Possession with intent to distribute --- On/Off assisted premises --- termination of voucher assistance.
    - Possession charge only --- On/Off assisted premises --- stipulation agreement to enter a rehabilitation program and no further lease violations for two years.
  - **By other members of the household on the lease:**
    - Possession with intent to distribute --- On/Off assisted premises --- termination of voucher assistance.
    - Possession charge only --- On/Off assisted premises --- stipulation agreement to remove household member or enter a rehabilitation program and no further lease violations for two years.
  - **By persons not on lease: relative, guest, or frequent visitor not on the lease using the address of the head of household:**
    - Possession with intent to distribute
  - On assisted premises --- stipulation agreement for offender not to enter the assisted unit and no further Criminal Activity Policy violations from the assisted unit for two years. Also, if the arrest happened in the assisted unit with drugs, then termination of voucher assistance.

- Off assisted premises --- certification to be signed by the head of household and must provide A or B: (A) documentation of address for the offender; (B) change of address by the head of household for the offender from the US Post Office. Also, if charged within 500 feet of assisted premises, then stipulation agreement for offender not to enter the assisted unit and no further Criminal Activity Policy violations from the assisted unit for two years.

  Possession charge only --- On/Off assisted premises --- certification to be signed by head of household must provide either A or B: (A) documentation of address by the head of household for the offender from the USPS and/or notification to the USPS that mail shall not be sent to the assisted unit's address.

- Note that the use of controlled substances in compliance with New Jersey State Law (e.g. the New Jersey Compassionate Use Medical Marijuana Act, N.J.S.A. § 24:6I) will not subject participants to violation of JCHA's Criminal Activity Policy unless such use constitutes a pattern of abuse that interferes with the health, safety or right to peaceful enjoyment of the assisted premises by other tenants.

- *Weapon charges:*
  - **Firearms:**
    - By Head of household --- On/Off assisted premises --- termination of voucher assistance.
    - Other member of household on lease --- On/Off assisted premises --- termination of voucher assistance.
    - Persons not on lease: relative, guest, or frequent visitor not on the lease using the address of the head of household --- On assisted premises --- stipulation agreement for the offender not to enter the assisted unit and no further Criminal Activity Policy violations from the assisted unit for two years. Also, if the arrest happened in the assisted unit with weapons, then termination of voucher assistance.
    - Persons not on lease: relative, guest, or frequent visitor not on the lease using the address of the head of household --- Off assisted premises --- certification to be signed by head of household must provide either A or B: (A) documentation of address for the offender; (B) change of address by the head of household for the offender from the USPS and/or notification to the USPS that mail shall not be sent to the assisted unit's address. Also, if charged within 500 feet of the assisted premises, then stipulation agreement for offender not to enter the assisted unit and no further Criminal Activity Policy violations from the assisted unit for two years.
  - **Weapons other than firearms:**
    - By Head of household --- On/Off assisted premises --- based on the severity of weapons charge: termination of voucher assistance or stipulation agreement for no further Criminal Activity Policy violations for two years.
    - Other member of household on the lease ---On/Off assisted premises --- based on severity of weapons charge: termination of voucher assistance or stipulation agreement.

- Persons not on lease: relative, guest, or frequent visitor not on the lease using the address of the head of household --- On/Off assisted premises --- certification to be signed by the head of household providing A or B: (A) documentation of address for the offender; (B) change of address by the head of household for the offender from the USPS and/or notification to the USPS that mail shall not be sent to the assisted unit's address.

- *Alcohol abuse:* pattern of abuse that interferes with the health, safety, or right to peaceful enjoyment of the assisted premises by other tenants, agents of JCHA, owner/landlord of the assisted unit.

***Weapons other than firearms (Cont'd):***

**Head of household and any other member of the household on the lease:**

- On assisted premises: stipulation agreement for a rehabilitation program and no further Criminal Activity Policy violations for two years.
- Off assisted premises: N/A
- **Persons not on lease: relative, guest, or frequent visitor not on the lease using the address of the head of household:**
- On assisted premises: stipulation agreement for the offender not to enter the assisted unit and no further Criminal Activity Policy violations from the assisted unit for two years.
- Off assisted premises: N/A

- **Violent criminal activity:**

  - **Violent criminal activity that interferes with the health, safety, or right to peaceful enjoyment of the assisted premises by other tenants, agents of JCHA, owner/landlord of assisted unit or persons residing in the immediate vicinity of the assisted premises:**
    - Head of household --- On/Off assisted premises --- termination of voucher assistance.
    - Other member of the household on lease --- On/Off assisted premises --- termination of voucher assistance.
  - **Violent criminal activity AND evidence that offender is residing in the assisted unit**
    - Persons not on lease: relative, guest, or frequent visitor not on the lease using the address of the head of household
  - **On assisted premises:**
    - With evidence that offender is residing in the assisted unit --- stipulation agreement not to enter or visit the head of household in the assisted unit and no further Criminal Activity Policy violations for two years.

- Without evidence that offender is residing in the assisted unit --- certification to be signed

- **Off assisted premises**:
  - Certification signed by the head of household providing A or B: (A) documentation of address for the offender; (B) change of address by the head of household for the offender from the USPS and/or notification to the USPS that mail shall not be sent to the assisted unit's address. Also, if charged within 500 feet of the assisted premises, then stipulation agreement for offender not to enter the assisted unit and no further Criminal Activity Policy violations from the assisted unit for two years.

**Violation criminal activity with additional charges:**

- Persons not on lease: relative, guest, or frequent visitor not on the lease using the address of the head of household --- On/Off assisted premises --- (1) termination of voucher assistance if there is evidence that the offender is residing in the assisted unit; (2) stipulation agreement for the offender not to enter the assisted unit and no further Criminal Activity Policy violations from the assisted unit for two years.

Where JCHA deems appropriate and executes a stipulation agreement, JCHA shall seek termination of voucher assistance based upon any subsequent violations of the lease and/or Criminal Activity Policy which thereby violates the existing stipulation agreement. If JCHA has executed a stipulation agreement for a violation of Criminal Activity Policy, then JCHA may offer a grievance hearing to resolve the lease violation if it is not another Criminal Activity Policy violation.

Where the guidelines provide for a Stipulation Agreement, JCHA may require the removal of the offending individual from the lease. Where such alternative is appropriate, household members wishing to remain in the assisted unit must provide sufficient proof that the offending individual has indeed been physically removed from the assisted unit. To do so, participants shall refer to the following list. Participants must provide documents and/or satisfy criteria from the following list, which must total a minimum of 10 points. For example, if a participant provides the removed person's new lease from a different address, then such document totals 10 points; thus, the participant has satisfied his/her obligation to remove the culpable person and, accordingly, the participant along with the rest of his/her household may remain in the assisted unit.

- Lease of removed person, evidencing his/her new address (10 POINTS)
- Utility bill of removed person, evidencing his/her new address (7 POINTS)
- Is head of household willing to move to a smaller apartment? (7 POINTS)
- Participant in good standing (5 POINTS)
- JCHA checks subject assisted unit and finds no evidence that the culpable person is still living in the assisted unit (5 POINTS)
- Documentation notifying the USPS of a change of address for the offender (5 POINTS)
- Mail going to removed person at different address (3 POINTS)
- Request that mail not be delivered to the head of household's address (3 POINTS)

- Legal Disclaimer Ad in newspaper (3 POINTS)

The Grandparent Clause is an exception to JCHA's Criminal Activity Policy. With regard to the treatment of elderly persons (whether heads of household or other household members) who have members on their lease who have been arrested in violation of The Criminal Activity Policy, JCHA may offer an option for the elderly person to avoid eviction by allowing him/her to transfer to an appropriate senior site or building. This option is contingent upon the elderly resident's willingness to transfer to the new housing independently.

The JCHA may pursue fact-finding efforts as needed to obtain credible evidence.

In any case where the JCHA decides to terminate assistance to the family, the JCHA must give the family written notice which states:

- Reason(s) for the proposed termination.
- Effective date of the proposed termination.
- Family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance.
- Date by which a request for an informal hearing must be received by the JCHA.

The JCHA will simultaneously provide written notice of the Contract termination to the owner so that it will coincide with the termination of assistance. The notice to the owner will not include any details regarding the reason for termination of assistance.

## E. PROCEDURES FOR NON-CITIZENS

***Termination due to Ineligible Immigrant Status:***

Participant families in which all members are neither U.S. citizens nor eligible immigrants must have their assistance terminated. They must be given an opportunity for a hearing. Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

***Temporary Deferral of Termination of Assistance:***

Ineligible families who were participants as of June 19, 1995, may request a temporary deferral of termination of assistance in order to allow time to locate affordable housing and thereby preserve the family.

***False or Incomplete Information:***

When the JCHA has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by a participant, an investigation will be conducted and the individual will be given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, the JCHA may give him/her an opportunity to provide a new declaration as an eligible immigrant or to elect not to contend their status. The JCHA will then verify eligible status and terminate or prorate as applicable. The JCHA will terminate assistance based on the submission of false information or misrepresentations.

***Procedure for Appeal:***

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family **must** make an appeal to the INS within 30 days and provide the JCHA with a copy of the written request of appeal as well as proof of mailing. Failure to provide the JCHA with such documentation and proofs will result in the termination of assistance.

The INS will issue a written decision to the family within 30 days of receipt of the appeal and will forward a copy of the decision to the JCHA. The family is also encouraged to provide the JCHA a copy of the INS decision upon receipt. The family may then request that the JCHA conduct an informal hearing regarding the JCHA's initial determination. After the JCHA has made a determination of ineligibility, the family will be notified of the determination and informed of the option for prorated assistance (if applicable) or, for participants who qualify, for Temporary Deferral of Termination of Assistance.

## F. ZERO ASSISTANCE TENANTS

The family may remain in the unit at $0 assistance for up to 180 days after the last HAP payment. If the family is still in the unit after 180 days, the contract will be terminated.

If under either contract, an owner rent increase or a decrease in the Total Tenant Payment causes the family to be eligible for a Housing Assistance Payment before the Contract terminates, the JCHA will resume assistance payments for the family. Under either Contract, a family may move to another unit before the Contract is terminated and receive assistance if the rent for the new unit is high enough to necessitate a Housing Assistance Payment.

## G. OPTION NOT TO TERMINATE FOR MISREPRESENTATION

If the family has misrepresented any facts that caused the JCHA to overpay assistance, the JCHA may choose not to terminate and may offer to continue assistance provided that the family executes a Repayment Agreement and makes payments in accordance with the Agreement or reimburses the JCHA in full.

In the case of family-caused errors or program abuse, the JCHA will take into consideration (1) the seriousness of the offense and the extent of participation or culpability of individual family members, (2) any special circumstances surrounding the case, and (3) any mitigating circumstances related to the disability of a family member.

## H. MISREPRESENTATION IN COLLUSION WITH OWNER

If the family willingly and knowingly commits fraud or is involved in any other illegal scheme with the owner, the JCHA may terminate assistance. In making this determination, the JCHA will carefully consider the possibility of overt or implied intimidation of the family by the owner and consider the family's understanding of the events.

In the case of owner-caused errors or program abuse, the JCHA will take into consideration (1) the seriousness of the offense, (2) the length of time since the violation has occurred, and (3) the effects of a particular remedy on the family living in the unit.

## I. MISSED APPOINTMENTS AND DEADLINES

It is a Family Obligation to supply information, documentation, and certification as needed for the JCHA to fulfill its responsibilities. The JCHA schedules appointments and sets deadlines in order to obtain the required information. The Obligations also require that the family allow the JCHA to inspect the unit, and appointments are made for this purpose.

A participant who fails to keep an appointment or to supply information required by a deadline without notifying JCHA, may be sent a Notice of Termination of Assistance for failure to provide required information or for failure to allow the JCHA to inspect the unit.

The family will be given information about the requirement to keep appointments, and the number of times appointments will be rescheduled as specified in this Plan.

*Appointments will be scheduled, and time requirements will be imposed for the following events and circumstances:*

- Verification Procedures.
- Voucher Issuance and Briefings.
- Housing Quality Standards and Inspections.
- Recertifications.
- Informal reviews and hearings.

*Acceptable reasons for missing appointments or failing to provide information by deadlines are:*

- Medical emergency.
- Incarceration.
- Family emergency.

***Procedure When Appointments Are Missed or Information Not Provided:***

In most cases under this Plan, the family will be given two opportunities before being issued a notice of termination for breach of a family obligation.

After issuance of a termination notice, if the family offers to correct the breach within the time allowed to request a hearing, the notice may be rescinded if the family offers to cure the breach and the family does not have a history of non-compliance.

# CHAPTER 17
# CLAIMS, MOVE-OUT AND CLOSE-OUT INSPECTIONS

## *(For HAP Contracts Effective Before October 2, 1995)*

### A. INTRODUCTION

This Chapter describes the JCHA's policies, procedures and standards for servicing Contracts that were effective before October 2, 1995. Voucher Contracts in this category have provisions regarding JCHA's liability to owners when families move out and have provisions for damages.

### B. OWNER CLAIMS

Under HAP Contracts effective prior to October 2, 1995, owners may make "special claims" for damages after the tenant has vacated the unit. Owner claims for payment for damages will be reviewed for accuracy and completeness and compared with records in the file. The JCHA establishes standards by which to evaluate claims, but the burden of proof rests with the owner. The JCHA will pay properly filed claims to the owner as a function of the Contract, but the tenant is ultimately responsible to reimburse the JCHA for claims paid to the owner.

### C. UNPAID RENT

Unpaid rent only applies to the tenant's portion of rent while the tenant is in residence under the assisted lease. It does not include the tenant's obligation for rent beyond the termination date of the HAP Contract. Separate agreements are not considered a tenant obligation under the lease, and the JCHA will not reimburse the owner for any claims under these agreements.

### D. DAMAGE CLAIMS

To ensure valid claim processing, the JCHA may conduct a thorough move-out inspection noting "conditions" as well as HQS deficiencies, take pictures of questionable items, and send a report of all items to the owner and tenant. The owner must be present during the move-out inspection and only damages claimed by the owner are reimbursable. All claims for damages must be supported by the actual bills for materials and labor and a copy of the canceled checks or other receipts documenting payment. Estimates are not acceptable.

Bills from individuals providing labor must include their name, Social Security Number, address and phone number. The landlord may not bill himself/herself for labor since that is not considered by the JCHA to be an "actual cost." However, the actual cost of the owner's employees' labor, such as the resident manager, to make repairs may be included.

Repair costs must be determined reasonable by the JCHA. Reimbursement for replacement of items such as carpets, drapes, or appliances, is based on depreciation schedules in general use by the JCHA. The JCHA may require verification of purchase date, quality, and price of replaced items in order to calculate depreciation.

Damages which were caused during tenancy, were repaired and billed, but remain unpaid at move-out, can be considered "other items due under the lease" and included in the claim. Eligible items to be included on the damage claim must have been a tenant responsibility under the lease or New Jersey State law. Claims for unpaid utility bills cannot be approved as part of a claim. Claims for

## *D. DAMAGE CLAIMS (CONT'D)*

normal wear and tear, previously existing conditions, routine turnover preparation, cleaning and cyclical interior painting are not paid.

The JCHA will inspect the unit to verify that repairs were made.

## E. MOVE-OUT AND CLOSE-OUT INSPECTIONS

Move-out inspections may be performed after the tenant has vacated the unit. These inspections are performed to assess the condition of the unit, not to evaluate the HQS and will be conducted by JCHA inspectors. The JCHA's initial inspection of the unit will include a "conditions" report, which will be compared to the conditions found during the move-out inspection. The owner must notify the JCHA of the move-out and request an inspection within 48 hours of learning of the move-out in order to submit a claim for damages.

If the Contract was terminated due to owner breach, or the owner was in violation of the Contract at the time that it was terminated, there will be no entitlement to claims and therefore no inspection. The owner and tenant will be notified of the date and time of the inspection. A damage claim will not be approved unless the move-out inspection is requested and completed prior to any work being done.

## F. PROCESSING CLAIMS

Any amount owed by the tenant to the owner for unpaid rent or damages will be first deducted from the maximum-allowable security deposit, which the owner could have collected under the Program rules. If the maximum-allowable security deposit is insufficient to reimburse the owner for the unpaid tenant rent or other amounts which the family owes under the lease, the owner may request reimbursement from the JCHA up to the limits for each Program.

The JCHA reviews claims for unpaid rent or damages and makes a preliminary determination of the amount payable. The family is informed that a claim is pending through a notice sent to the last-known address. The notification will state the preliminary amount and the type of claim and describe the procedure for contesting the claim.

The JCHA will offer the family 14 business days to contest the claim. If the family disputes the claim, the JCHA will schedule an informal hearing with the owner and tenant in order to address the dispute. If the owner fails to attend the informal hearing, the JCHA will consider this prima facie evidence of the validity of the tenant's position. If the tenant fails to attend the informal hearing, the JCHA will proceed with its original determination. Informal hearings will not be rescheduled if neither party attends.

At the informal hearing, the amount and type of claim will be discussed with the family. If the family agrees with the amount and type of claim, the family will be offered a Repayment Agreement. If the family does not agree to sign a Repayment Agreement, the JCHA will process the account for collection. If the family demonstrates that the claim, or parts of it, is invalid, the JCHA will adjust the amount. The JCHA may offer the tenant an opportunity for an informal hearing regarding the claim if disputes cannot be resolved.

After a determination has been made, the JCHA will notify the family in writing of the decision. If it has been determined that the family owes money, the JCHA will pursue collection to repay either in a lump sum or through a Repayment Agreement. The notice will warn the family that its assistance may be terminated, and they may be denied future participation in the Program if they do not reimburse the JCHA as required.

***Other Requirements for Claims Processing:***

All notices to tenants during the processing of a claim must include proof of mailing or of personal delivery.

Costs of filing an eviction to remove the tenant or any other legal fees may not be reimbursed. No claims will be paid for a unit which is vacant as the result of the landlord voluntarily moving a family to another unit owned by the same landlord.

All unpaid rent, damages, and vacancy loss claim forms must be fully complete when they are submitted, and they must be submitted within 60 days of the date the owner learned of the move-out.

# CHAPTER 18
# OWNER OR FAMILY DEBTS TO JCHA

## A. INTRODUCTION

This Chapter describes the JCHA's policies for the recovery of monies that have been overpaid for families and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the JCHA's policy to meet the informational needs of owners and families, and to communicate the Program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the JCHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

When families or owners owe money to the JCHA, the JCHA will make every effort to collect it. If the family refuses to repay the debt, enter into a repayment agreement, or breaches a repayment agreement, the JCHA will terminate the assistance upon notification to the family, and shall then pursue other modes of collection. If the participant seeks to be discharged from the debt through a bankruptcy filing, and if the debt is due to fraud against the program, the JCHA will object to the discharge of the debt in addition to terminating assistance to the participant. The JCHA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments;
- Civil suits;
- Repayment Agreements;
- Collection agencies;
- Credit bureaus;
- Income Tax set-off programs; and
- Salary garnishes.

## B. WHEN A REPAYMENT AGREEMENT WILL NOT BE OFFERED

A Repayment Agreement, as used in this Plan, is a document entered into between the JCHA and a person or entity who owes a debt to the JCHA. It is similar to a promissory note but contains more details regarding the nature of the debt, the terms of repayment, any special provision of the Agreement, and the remedies available to JCHA upon default of the Agreement. Repayment Agreements under this Plan will be made in accordance with the JCHA's Repayment Agreement Policy. All Repayment Agreements are made at the sole discretion of the JCHA.

***The following describes cases in which the JCHA will not enter into a Repayment Agreement:***

- If the family already has a Repayment Agreement in effect.
- If JCHA determines that the family committed Program fraud.

***If a Repayment Agreement is already in Effect:***

When the family has an existing Repayment Agreement in effect that has not been completely paid and the JCHA discovers additional unreported income or other circumstance that results in additional

debt to the JCHA, the family will not be given the opportunity to enter into a second Repayment Agreement and the family will be terminated from the Housing Choice Voucher (Section 8) Program for Program fraud.

If the family should voluntarily disclose the additional unreported income or other circumstance that would result in a debt to the JCHA and provide documentation of such, the JCHA will NOT terminate the Section 8 assistance but will amend the existing Repayment Agreement to include the debt and may extend the repayment period at the discretion of the Director or Executive Director.

***Program Fraud:***

***HUD's definition of Program fraud and abuse is a single act or pattern of actions that:***

"Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 program funds in violation of Section 8 Program requirements."

If a family owes an amount that equals or exceeds $10,000 as a result of Program fraud, the case will be referred to the HUD Inspector General and JCHA legal counsel. Where appropriate, the JCHA will refer the case for criminal prosecution.

***Family Error/Late Reporting:***

Families who owe money to JCHA due to program fraud or the family's failure to report increases in income will be required to repay in accordance with the guidelines in the Repayment section of this Chapter.

## C. GUIDELINES FOR REPAYMENT AGREEMENTS

Repayment Agreements will be executed between the JCHA and the head of household, a co-head or spouse only. The JCHA has the sole discretion of whether to accept a Repayment Agreement.

In the case where the monthly retroactive rent payment plus the amount of rent the tenant pays at the time the repayment agreement is executed exceeds 40% of the family's monthly adjusted income, the JCHA will consider, on a case-by-case basis, the repayment time period.

***Terms of Repayment:***

When it has been determined and verified that the family owes the JCHA as a result of under-reporting income or for other reasons, the family will be required to remit a lump-sum payment of 25% of the total outstanding debt within 30-days upon notice to the family. Failure to remit the 25% lump-sum payment by the end of the 30-day period will result in termination from the Housing Choice Voucher (Section 8) Program. Minimum payments are $50.00.

Once the 25% lump-sum payment has been received by the JCHA, regular payments for the remaining balance will be required as follows:

- 50% of the remaining balance must be paid with the first 12 month period; and
- 100% of the debt must be paid within a total 24 month period

On a case-by-case basis, the monthly payments may be suspended, waived or decreased and the repayment period extended in documented cases of hardship with the prior notice from the family, verification of the hardship, and prior approval of the Director and Executive Director. Special consideration will be given to persons with disabilities and fixed-income families when offering a repayment agreement.

***Late Payments:***

A payment will be considered to be in arrears if the payment has not been received by the close of business on the 15th day of the month. If the due date falls on a weekend or holiday, payment will be due at the close of the next business day. If the family's Repayment Agreement is in arrears, the JCHA may:

- Require the family to pay the balance in full; or
- Pursue civil collection of the balance due; or
- Terminate the Section 8 assistance; or
- Amend the Agreement (i.e., grant an extension, etc).

***Moves:***

No move will be approved unless the Repayment Agreement is current, and within the jurisdiction of the JCHA, or the move is the result of the following:

- Family size exceeds the HQS maximum occupancy standards;
- HAP Contract is terminated due to owner non-compliance or opt-out;
- Natural disaster.

***Debts Owed:***

Outstanding debt owed by applicants to the JCHA that is more than ten (10) years old may be negotiated on a case-by-case basis by the JCHA. A settlement amount may be negotiated and offered to the applicant to settle the debt. Special consideration will be given to persons with fixed income, disabilities or homeless.

## D. OWNER DEBTS TO THE JCHA

If the JCHA determines that the owner has retained Housing Assistance or Claim Payments that they are not entitled to, the JCHA may reclaim the amounts from future Housing Assistance or Claim Payments owed to the owner for any units under Contract. If future Housing Assistance or Claim Payments are insufficient to reclaim the amounts owed, the JCHA will:

- Require the owner to pay the amount in full within 14 days from the date of the letter or enter into a Repayment Agreement for the amount owed.
- Pursue collections through the local court system.
- Restrict the owner from future participation.

# Chapter 19
# COMPLAINTS AND APPEALS

## A. INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the JCHA. This Chapter describes the policies, procedures and standards to be used when families disagree with a JCHA decision. The procedures and requirements are explained for informal reviews and hearings. It is the policy of the JCHA to ensure that all families have the benefit of all protections due to them under the law.

## B. COMPLAINTS TO THE JCHA

The JCHA will respond promptly to complaints from families, owners, employees, neighbors of participants and the general public. All complaints will be documented. The JCHA may require that complaints other than HQS violations be written. HQS complaints may be reported by telephone. The categories of complaints are:

- Initial complaints from families when the family disagrees with an action or inaction of the JCHA or owner. These complaints will be referred to the Housing Assistance Technicians.
- Initial complaints from owners when the owner disagrees with an action or inaction of the JCHA or a family. These complaints will be referred to the Housing Assistance Technicians.
- Initial complaints or referrals from the general public or persons in the community or officials regarding the JCHA, a family or an owner. These complaints will be referred to the Director or designee.

## C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS

Informal reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract. The exception is that when an applicant is denied assistance for citizen or eligible immigrant status. In this case, the applicant is entitled to an informal hearing.

When the JCHA determines that an applicant is ineligible for the Program or for a preference claimed, the family must be notified of their ineligibility in writing. The notice must contain:

- Reason(s) they are ineligible.
- Procedure for requesting a review if the applicant does not agree with the decision.
- Time limit for requesting a review.

***The JCHA must provide applicants with the opportunity for an informal review of decisions denying the following:***

- Qualification for preference
- Issuance of a Voucher
- Participation in the Program

## *C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS (Cont'd)*

***Informal reviews are not required for established policies and procedures and JCHA determinations such as:***

- Discretionary administrative determinations by the JCHA
- General policy issues or class grievances
- Determination of the family unit size under the JCHA subsidy standards
- Refusal to extend or suspend a Voucher
- Disapproval of lease
- Determination that unit is not in compliance with HQS
- Determination that unit is not in accordance with HQS due to family size or composition

***Procedure for Review for Applicants:***

A request for an informal review must be received by the close of the business day, no later than 14 days from the date of the JCHA's letter denying assistance. The informal review will be scheduled within a reasonable time frame (generally within two weeks) from the date the request is received. The informal review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person. The review may be conducted by a staff person who occupies a supervisory position.

The applicant will be given the option of presenting oral or written objections to the decision. Both the JCHA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense. The informal review will generally be held in the office; however, reviews may be conducted by mail or telephone if required to provide reasonable accommodation.

A Notice of the Review findings will be provided in writing to the applicant within 14 days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision. All requests for review, supporting documentation, and a copy of the final decision will be retained in the family's file except for confidential information (e.g. arrest reports).

## D. INFORMAL HEARING PROCEDURES FOR SECTION 8 PARTICIPANTS

The JCHA will provide a copy of the informal hearing procedures in the family briefing packet. When the JCHA makes a decision regarding a participant's eligibility and/or the amount of assistance, the participant must be notified in writing. The JCHA will give the family prompt notice of such determinations, which will include:

- Proposed action or decision of the JCHA.
- Date the proposed action or decision will take place.
- Family's right to an explanation of the basis for the JCHA's decision.
- Procedures for requesting a hearing, if the family disputes the action or decision.
- Time limit for requesting the hearing.

## *INFORMAL HEARING PROCEDURES FOR SECTION 8 PARTICIPANTS (Cont'd)*

***The JCHA must provide participants with the opportunity for an informal hearing for decisions related to any of the following JCHA determinations:***

- Family's annual or adjusted income and the housing assistance payment.
- Appropriate utility allowance used from schedule.
- Family unit size under JCHA subsidy standards.
- Termination of assistance for any reason.
- Termination of a family's FSS Contract, withholding supportive services, or proposing forfeiture of the family's escrow account.
- Payment to an owner for damages, unpaid rent or vacancy loss claim.

***Informal hearings are not required for established policies and procedures and JCHA determinations such as:***

- Discretionary administrative determinations by the JCHA.
- General policy issues or class grievances.
- Establishment of JCHA schedule of utility allowances for families in the program.
- JCHA determination not to approve an extension of a Voucher term.
- Disapproval of unit or lease
- Unit is not in compliance with HQS (JCHA must provide hearing for family breach of HQS because that is a family obligation determination).
- Unit is not in accordance with HQS because of the family size.
- Determination to exercise or not to exercise any right or remedy against the owner under a HAP contract.

***Notification of Hearing:***

It is JCHA's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the JCHA will ensure that participants will receive all of the protections and rights afforded by the law and the regulations. The participant must send a written request for an informal hearing by the close of the business day, no later than 14 days from the date of the JCHA letter terminating assistance. The informal hearing will be scheduled within a reasonable time frame (generally within two weeks) from the date the request is received. When the JCHA receives a request for an informal hearing, a notification of the informal hearing will be sent that contains:

- Date and time of the hearing.
- Location where the hearing will be held.
- Family's right to bring evidence, witnesses, legal or other representation at the family's expense.

## *D. INFORMAL HEARING PROCEDURES FOR SECTION 8 PARTICIPANTS (Cont'd)*

- Right to view any documents or evidence in the possession of JCHA and upon which JCHA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing. Requests for such documents or evidence must be received no later than 2 days before the hearing date.
- Notice to the family that the JCHA will request a copy of any documents or evidence the family will use at the hearing.

***Hearing Procedures:***

If a family does not appear at a scheduled informal hearing and has not rescheduled the hearing in advance, the family must contact the JCHA within 24 hours, excluding weekends and holidays. The JCHA will reschedule the hearing for a second time. However, if the family fails to attend the informal hearing after the second notice, the Section 8 assistance will be terminated.

The family has the right to:

- Present written or oral objections to the JCHA's determination.
- Examine the documents in the file, which are the basis for the JCHA's action, and all documents submitted to the Hearing Officer.
- Copy any relevant documents at their expense.
- Present any information or witnesses pertinent to the issue of the hearing.
- Request that JCHA staff be available or present at the hearing to answer questions pertinent to the case.
- Be represented by legal counsel, advocate, or other designated representative at their own expense.

If the family requests copies of documents relevant to the hearing, the JCHA will make the copies for the family and assess a charge of ten cents per copy. In no case will the family be allowed to remove the file from the JCHA's office.

***In addition to other rights contained in this Chapter, the JCHA has a right to:***

- Present evidence and any information pertinent to the issue of the hearing.
- Be notified at least 48 hours in advance if the family intends to be represented by legal counsel, advocate, or another party.
- Examine and copy any documents to be used by the family prior to the hearing.
- Have its attorney present.
- Have staff persons and other witnesses familiar with the case present.

The informal hearing shall be conducted by the Hearing Officer appointed by the Executive Director or designee who is neither the person who made or approved the decision, nor a subordinate of that person. The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. If requested, documents, such as records, regulations, etc., may be presented to the other party during the hearing but the other party must be given the opportunity to examine the documents.

## *D. INFORMAL HEARING PROCEDURES FOR SECTION 8 PARTICIPANTS (Cont'd)*

If an objection to a document is raised, the document may or may not be accepted as evidence at the Hearing Officer's discretion. The Hearing Officer may ask the family for additional information and/or might adjourn the informal hearing and reconvene at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the Hearing Officer, the action of the JCHA shall take effect and another hearing will not be granted. The Hearing Officer will determine whether the action, inaction or decision of the JCHA is in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the Hearing Officer's decision will be provided in writing to the JCHA and the family within 14 business days after the receipt of requested additional documentation and shall include:

- Clear summary of the decision and reasons for the decision.
- If the decision involves money owed, the amount owed.
- Date the decision goes into effect.
- The JCHA will not provide a transcript of an audio taped hearing.

***The JCHA is not bound by the Hearing Officer's determination regarding the following:***

- Matters in which JCHA is not required to provide an opportunity for a hearing.
- Matters that conflict with or contradict HUD regulations or requirements.
- Matters that conflict with or contradict Federal, State or local laws.
- Matters that exceed the authority of the person conducting the hearing.

The JCHA shall send a letter to the participant within 14 business days if it has been determined that the JCHA is not bound by the Hearing Officer's determination. The letter shall include the JCHA's reasons for the decision. All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

It shall be within the sole discretion of the JCHA to grant or deny the request for further hearing or rehearing. A further hearing may be limited to written submissions by the parties, in the manner specified by the hearing officer.

The Jersey City Housing Authority (JCHA) began conducting hearings and briefings remotely due to the COVID-19 Pandemic in May 2020. The process of conducting remote hearings and remote briefings are detailed on Chapter 9: Briefing and Voucher Issuance.

***Informal hearing procedures for denial of reasonable accommodation:***

The resident, applicant or participant may request that the JCHA provide for an informal hearing after the family has notification of the denial decision.

The resident, applicant or participant must make this request within 30 days of receipt of the Notice of Denial.

## E. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal. Assistance to a family also may not be terminated or denied while the JCHA hearing is pending, but assistance to an applicant may be delayed pending the JCHA hearing.

***INS Determination of Ineligibility:***

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the JCHA must notify the applicant or participant within ten business days of their right to appeal to the INS. The family member then has thirty days to request an appeal of the INS verification results. The family member must appeal directly to the INS and provide the JCHA a copy of the written request for appeal, as well as proof of mailing. Failure to provide the JCHA with such proofs will result in the denial or termination of assistance. The INS will issue a written decision to the family concerning the appeal within thirty days and will forward a copy to the JCHA.

Upon receipt of the INS decision regarding the appeal of immigration status, the family may request that the JCHA conduct an informal hearing regarding the JCHA's determination of ineligibility. The request for a JCHA informal hearing must be made within 14 business days of receipt of the INS appeal decision. The time period to request an informal hearing may be extended by the JCHA for good cause. The informal hearing will be conducted as described in section C of this Chapter for both applicants and participants. If the Hearing Officer decides that the individual is not eligible, and there are no other eligible family members the JCHA will:

- Deny the applicant family.
- Defer termination if the family is a participant and qualifies for deferral.
- Terminate the participant if the family does not qualify for deferral.

If there are eligible members in the family, the JCHA will offer to prorate assistance or give the family the option to remove the ineligible members.

***All Other Complaints Related to Eligible Citizen/Immigrant Status:***

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide the required documentation, the family will be denied or terminated from the Program.

Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

## F. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES

When applicants are denied assistance, or the JCHA is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review/informal hearing process.

# CHAPTER 20
# HOMEOWNERSHIP OPTION PROGRAM SUMMARY

## A. INTRODUCTION

The Housing Choice Voucher (Section 8) Homeownership Option is used to assist a family in residing in a home purchased and owned by one or more members of the family. The Homeownership Option supports the National Goal to increase homeownership opportunities for lower income working families and it supports the JCHA goal to help low-income families achieve self-sufficiency and ultimately first-time homeownership. This Chapter describes the JCHA's policies and procedures for the Homeownership Option.

## B. PROSPECTIVE HOME BUYERS ARE ELIGIBLE IF

1. *Employment* income of all owners is at least $25,000. For elderly or families in which the head and/or spouse is a person with a disability, non-employment income is included.
2. Homebuyer's credit history qualifies for mortgage approval or problems can be repaired within 12 months
3. Current Section 8 Program participants have no Section 8 Contract or lease violations within the last 2 years, the family passes a home visit and all adult members pass a criminal background check.
4. Section 8 Program applicants successfully pass all screening for the Voucher program and a home visit.
5. One or more adult family members who will own the home are currently employed and have been continuously employed full-time for at least, one year (except heads of household & their spouses/partners who are elderly or a person with a disability*)*. The JCHA will, on a case-by-case basis, waive the employment requirement for a family with a member other than the head of household or spouse, who has a disability, if it determines that such a waiver is needed as a reasonable accommodation so that the Homeownership Program is readily accessible to and usable by persons with disabilities.
6. The family is a first-time homeowner, i.e. a family in which no member owned a home within the last three years. A "first-time homeowner" is also:
   - Cooperative members who currently own cooperative membership shares.
   - A family that includes a person with disabilities and the use of the Homeownership Program is needed as a reasonable accommodation.
   - A single parent or "displaced homemaker" who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse.
7. A family has not previously defaulted on a mortgage or co-op loan while receiving Section 8 Homeownership assistance.

### Family Eligibility

The family must meet all of the family eligibility requirements listed below before the commencement of homeownership assistance:

- The family has had no family violations of HUD's Housing Quality standards within the past year.
- The family does not owe money to JCHA.
- The family has not committed any serious or repeated violations of a JCHA-assisted lease within the past year.
- The family must have been admitted to the Housing Choice Voucher program.
- The family must qualify as a first-time homeowner, or may be a cooperative member.
- The family must have a gross annual income equal to 50 % of AMI based on family size. JCHA will not establish a higher minimum income standards for disabled or elderly families.
- JCHA will count self-employment in a business when determining whether the family meets the employment requirement.
- For disabled and elderly families, the minimum income requirement is equal to the current SSI monthly payment for an individual living alone, multiplied by 12.
- For elderly or disabled families, welfare assistance payments for adult family members who will own the home will be included in determining whether the family meets the minimum income requirement. It will not be included for other families.
- Non-elderly, non-disabled families must satisfy the employment requirements by demonstrating that one or more adult members of the family who will own the home at commencement of homeownership assistance is currently employed on a full-time basis (the term 'full-time employment' means not less than an average of 30 hours per week); and has been continuously so employed during the year before commencement of homeownership assistance for the family.
- The employment requirement does not apply to elderly and disabled families. In addition, if a family, other than an elderly or disabled family includes a person with disabilities, the PHA may grant an exemption from the employment requirement if the PHA determines that it is needed as a reasonable accommodation.
- The family has not defaulted on a mortgage securing debt to purchase a home under the homeownership option
- Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.
- Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale in accordance with 24 CFR 982.631(c).

### *B. PROSPECTIVE HOME BUYERS ARE ELIGIBLE IF: (Cont'd)*

Homeownership assistance will be offered on a "first come, first served" basis, up to a maximum Program size of 10 families, subject to four Preferences for eligible families:

1. Families displaced by JCHA development activities, i.e. residents of developments being revitalized under the HOPE VI Program.
2. Families with a member who requires a handicapped-accessible unit.
3. Families participating in the JCHA's Family Self-Sufficiency Program.
4. All other eligible and interested Section 8 Program applicants and participants

***Final Eligibility for the Section 8 Homeownership Program will be based on the following:***

1. Family attends and successfully completes a JCHA-approved Homeownership Training & Counseling Program
2. Family enters into a JCHA-approved Contract for Sale.
3. Estimated housing costs ("total tenant payment") after purchase is affordable Estimated housing costs include:
    - *Principal and interest payment on mortgage or co-op loan*
    - *Homeowners Insurance*
    - *Real estate taxes*
    - *Utility costs*
    - *Reserve for maintenance & replacement*
    - *Co-op or condo maintenance fees (if any)*
    - *Private mortgage insurance (if any)*
    - *Refinancing of original debt (if any)*
    - *Principal and interest on debt to finance major repairs or renovations to make home handicapped accessible (if any)*
4. The home passes a JCHA-conducted HQS inspection and an independent inspection arranged and paid for by the homebuyer.
5. The purchaser qualifies for mortgage financing and closes on the purchase within 120 days of signing the Contract for Sale.

    The family will be allowed 120 days to identify a unit and submit a sales contract for review. The family will be allowed an additional 120 days to close on the home. The JCHA may grant extensions to either of these periods for good cause. The length of the extension(s) will be determined on a case-by-case basis.

    All requests for extensions must be submitted in writing to the JCHA prior to the expiration of the period for which the extension is being requested. The JCHA will approve or disapprove the extension request within 10 calendar days. The family will be notified of the JCHA's decision in writing.

During these periods, the family will continue to receive ACC or HCV rental assistance in accordance with any applicable lease and HAP contract until the family vacates the rental unit for its purchased home.

The family will be required to report their progress on locating and purchasing a home to the JCHA.

## C. HOMEOWNERSHIP COUNSELING & TRAINING

- Homebuyers must successfully complete a comprehensive homeownership training/counseling program offered by the JCHA or by another counseling agency
- The Counseling Program will include: Basic budgeting, managing credit, saving for a down payment/closing costs
- The Training Program will include: How to shop for a home, negotiating a sales price, fair housing laws, locating affordable mortgage financing, finding and hiring closing professionals, basic home maintenance, the closing process, protecting your investment after purchase.
- Families with financial problems after the home purchase will be referred to a HUD-certified counseling agency for additional counseling.

## D. ELIGIBLE UNITS FOR PURCHASE

- A one-family detached house
- A one-family town or row house
- A condominium unit
- A co-operative apartment (i.e. shares in a co-op association)
- A home in which the family currently lives as long as it meets the above requirements
- An existing home or a home currently under construction
- A home outside Jersey City if local Section 8 Office has a Homeownership Program
- A home that is of conventional construction or modular construction

## E. PHYSICAL INSPECTIONS

- Home must pass a JCHA-conducted HQS inspection
- Home-buyer must hire an independent inspector to inspect home
- Home-buyer and the JCHA will review the independent inspection report to determine if the home is in acceptable condition to purchase

## F. FINANCING REQUIREMENTS

- Home-buyer will obtain a mortgage or co-op loan from the lender of their choice.
- Proposed financing/re-financing is subject to JCHA affordability review and approval

***The Buyer May Use:***

- No down payment loans (e.g. NJHMFA or VA loans)
- A subsidized financing and/or grant program if available

- Private seller financing (allowed on a case-by-case basis subject to JCHA affordability review and approval).

## G. AMOUNT OF HOMEOWNERSHIP ASSISTANCE

- The amount of assistance is based on the Utility Allowance and Payment Standard schedules used for the Housing Choice Voucher (Section 8) Program.

- The amount of the homeownership assistance will be the lower of the Payment Standard minus the Total Tenant Payment ***or*** the monthly homeownership expenses minus the Total Tenant Payment.

- The *initial* Payment Standard will be based on the lower of the bedroom size based on the Housing Choice Voucher (Section 8) Program occupancy standards or the actual number of bedrooms in the home to be purchased.

- If one or more family members move out of the home, the Payment Standard will not be reduced to reflect the smaller family size.

- The JCHA will pay the homeownership assistance directly to the homebuyer, who will be responsible for making the monthly mortgage payment.

- The JCHA will only pay the homeownership assistance directly to the mortgage lender on the homebuyer's behalf if required by the lender.

## H. TERM OF HOMEOWNERSHIP ASSISTANCE

- If mortgage or co-op loan is for a term of less than 20 years, assistance is available for up to 10 years. Exceptions may be made if the family endures a hardship. The JCHA will review the requests on a case-by-case basis.
- If mortgage co-op loan is for a term of 20 years or more, assistance is available for up to 15 years.
- The time limit applies to any family member who owns the home and to a spouse or any owner, even if the spouse is not an owner.
- There is no time limit for elderly or disabled families

## I. CONTINUED PROGRAM ELIGIBILITY

Homebuyers are re-certified every year to determine continued eligibility and assistance amount. Continued Program eligibility is based on:

- Family continues to be income-eligible for Section 8 Program Assistance
- Family continues to live in home as their primary residence
- Family has no members who buy another home
- Family pays their monthly mortgage payment on time
- Family complies with all other family obligations of Section 8 Program

- As required, a family may attend additional homeownership or credit counseling.

## J. SALE OF HOME & PURCHASE OF ANOTHER HOME

- Family may sell or refinance their mortgage or co-op loan at any time.
- A family may sell their home and buy another home with Section 8 assistance if they have received homeownership assistance for less than the maximum allowed time. (Term limits do not apply to elderly or disabled families.)
- If a family sells a home to purchase another home, the same pre-purchase requirement apply to the purchase of the second home with the obvious exception that the family is *not a first-time homebuyer.*

## K. MORTGAGE DEFAULTS

- A homebuyer is not eligible for Section 8 homeownership assistance in the future if they default (i.e. stop paying) on their mortgage or co-op loan
- Section 8 Rental Assistance will be offered to income-eligible families if they seek counseling prior to the default and the default is due to long-term unemployment or illness, divorce, or other JCHA-approved hardship.
- If the family has an FHA-insured mortgage, the family must vacate the home within the time frame designated by HUD and convey title to HUD or its designee in order to be offered Section 8 rental assistance.

## L. SWITCHING BETWEEN SECTION 8 HOMEOWNERSHIP & RENTAL ASSISTANCE

Families may switch between Homeownership and Rental Assistance as follows:

- A family receiving Section 8 rental assistance may switch to homeownership assistance if the family is eligible and assistance is available.
- A family may be eligible to continue receiving Section 8 Rental Assistance if they fail to purchase a home.
- An eligible family purchases a home under the Homeownership Option but decides to sell the home and can return to renting (if rental assistance is available).
- A family who defaults on their mortgage loan may receive Section 8 Rental Assistance pursuant to the requirements above, on a case-by-case basis.

# CHAPTER 21
# FAMILY SELF SUFFICIENCY PROGRAM ACTION PLAN

## A. INTRODUCTION

The purpose of the Family Sufficiency (FSS) Program for Voucher holders is to empower families to realize long-term financial independence through stable employment. Because most Voucher family head of households are able to work and want to work, the FSS Program's abiding philosophy is that the best first step toward long-term self-sufficiency is obtaining and sustaining meaningful employment. This Chapter describes the JCHA FSS Program policies and procedures. Based on the assessed skills, experience, needs and current employment situation of FSS participants, the Program will emphasize the following:

- The short- and long-term paths to employment;
- Successful job retention and upward mobility; and
- Achieving financial self-sufficiency within five years.

The Housing Choice Voucher Program Participants as well as Public Housing Residents may participate in the FSS Program. The JCHA establishes partnerships and linkages within the public and private sectors to ensure self-sufficiency services are available for the FSS participants as described in Section E of this Chapter. The JCHA FSS Program currently serves low-income HCVP participating families with diverse ethnic backgrounds (as of June 2022, participants are 14% white, 49% Black/African American, 1% Asian, and 40% Hispanic/Latino) through case management, connecting them with opportunities for education, job training, counseling, and other forms of social services. FSS Program services in the Housing Choice Voucher (Section 8) Program will be coordinated with other JCHA Section 8 related Programs.

### *Eligible Families from Other Self Sufficiency Programs:*

The JCHA also administers a Self-Sufficiency Program for its Public Housing residents who were relocated from Curries Woods, Lafayette Gardens, and A. Harry Moore Apartments under a Hope VI Revitalization Plan.

## B. GOALS AND OBJECTIVES

### *Program Objectives and Estimate of Participating Families:*

The main goal of the JCHA's FSS Program is to support families to become economically and socially independent by lessening their dependency on federal rental subsidies and other federally and locally supported assistance programs; however, the JCHA endeavors to assist as many families as possible.

The minimum Housing Choice Voucher FSS Program size for the JCHA is equal to:

- The number of certificate and/or voucher units awarded under the FSS incentive award competition in FY 1991/92 (specifically 320) plus

- The number of additional certificate and voucher units reserved between FY 1993 and October 20, 1998 (excluding renewal funding for units previously reserved), minus
- The number of families who have graduated from the PHA's rental certificate or Housing Choice Voucher FSS Program on or after October 20, 1998, by fulfilling their contracts of participation.

To achieve its goal, the JCHA will coordinate the delivery of available community services from public agencies and the private sector program participants.

As highlighted through a needs assessment process, societal and individual barriers must be overcome before a family can conquer long-term structural poverty and dependency. To this end, an effective FSS Program requires a mixture of creativity, flexibility and accountability for both the family and service providers.

**Certification of Coordination**

The JCHA Certifies that the development of services and activities provided under the JCHA FSS program are coordinated with public and private providers to include Department of Labor, Health and Human Services, and providers of employment services, childcare, transportation, training, and education programs, and the like. Implementation is coordinated with public and private providers to avoid duplication of services.

Additionally, The JCHA has an existing Program Coordinating Committee that meets at least twice a year or as often as necessary. Meetings are held virtually or in person at the JCHA's main administrative offices. The FSS Program will collaborate with the JCHA Program Coordinating Committee to coordinate services for FSS participants so that FSS participants have access to the resources they need to meet their Self-Sufficiency goals.

***The JCHA FSS Program's objectives are as follows:***

- Recruit current HCVP/Section 8 Voucher holders to participate in the FSS Program;
- Conduct in-depth assessments of each participant to determine the person's or the family's self-sufficiency needs;
- Develop action plans for employability based on the assessments, establish specific target goals to be met, and provide the necessary service package to support families in reaching their goals;
- Establish a case management approach that identifies needs and services based on the family's commitment to become self-sufficient;
- Improve coordination of both planning and delivery of services to FSS Program participants;
- Document the implementation of services to be used for further planning of a broader-based FSS Program;
- Establish interagency partnerships to achieve high-quality, comprehensive service delivery to all members of a participating family and generate long-term results;
- Assess and evaluate family participation, case management activities, and service provision by agencies and entities;

***Family Participant Objectives***

***The family's objective will be to achieve the following:***

- Elevate itself from a status of dependence to that of self-reliance and self-sufficiency;
- Achieve a greater level of self-discipline, self-esteem and self-motivation by accepting responsibility for decisions and actions;
- Demonstrate commitment and accountability to a customized service plan for the individual and family in which goals are identified and barriers are addressed.

## C. STAFFING

The FSS Program Supervisor and staff will be responsible for implementing the FSS Program. The FSS staff will be responsible for providing case management to all families.

## D. OUTREACH AND SELECTION

***FSS Family Selection Criteria and Procedures:***

- The family must be a current participant in the Housing Choice Voucher (Section 8) Program.
- The family must not have any outstanding debt owed to the JCHA.
- All selections will be current Voucher holders who express an interest in the Program.
- Attendance at a one-on-one meeting via phone or video with the FSS staff for pre-assessment of self-sufficiency needs is required.

The JCHA will maintain a list of interested families submitting applications after the orientation sessions.

The JCHA will not admit former FSS Participants to rejoin the FSS Program

***Incentives to Encourage Participation:***

The primary incentives for participation in the FSS Program will include the establishment of the escrow savings account and the provision of services needed to support the family in achieving self-sufficiency.

***Outreach:***

The FSS Program will be open to all current Housing Choice Voucher (Section 8) holders. Any FSS-eligible family willing to commit to the goal of attaining financial independence will be welcomed into the Program. To make the most effective use of Program resources, outreach and recruitment efforts—such as meet and greet events, FSS orientation/enrollment fairs—will be focused on engaging with those Voucher holders who demonstrate a strong interest in improving their economic situation and who express a willingness to take on the obligations required under the FSS agreement.

- An invitational letter will be mailed to all new lease ups advising them of the Program and its benefits.

- FSS Program orientation and enrollment fairs will be held in person and/or virtually.

***Assurances of Non-interference with Rights of Non-participating Families:***

Eligible families for the FSS Program will be selected from existing participants in the Housing Choice Voucher (Section 8) Program, not from the waiting lists. Therefore, a family's decision not to participate in the FSS Program will not affect the family's participation in the Housing Choice Voucher (Section 8) Program or the family's right to occupancy a Section 8 unit in accordance with Program regulations and the lease.

## E. ASSESSMENT

***FSS Method of Assessment and Identification of Needs:***

A comprehensive assessment will be conducted for each household who express interest in the FSS Program. Families who wish to enroll will be asked to complete a brief pre-assessment form. The pre-assessment form will be completed at a one-on-one interview with FSS staff. Program staff will explain the Program's design, requirements, and services during this interview.

The pre-assessment will provide the basis for a more in-depth, comprehensive assessment which an enrolling participant and the FSS Program staff will complete together. For those without jobs, the assessment will focus on the immediate barriers to employment and longer-range career goals.

For those with jobs, the assessment will address needs and resources related to job stability, retention, and career advancement. The assessment will identify the family's resources and needs in such areas as work experience, job search and retention skills, education, training, childcare and transportation. The assessment will also address such factors as physical and mental health, parenting skills/supports, budgeting and household management abilities, English language skills, digital literacy, coping skills, and other skills necessary to gain and sustain financial independence.

***Several principles will guide the assessment process as follows:***

- A key objective of the assessment process will be to determine whether the participant is ready to look for work, including whether the participant has the skills needed for the type of employment sought and whether additional training would enhance the participant's long-term employability;
- Assessment will be an ongoing process that encompasses many topics over the course of a participant's preparation for and entry into employment;
- Staff will help participants use the assessment process to determine which service needs can be met by the family and which will require outside assistance;
- Participants will be encouraged to identify and build on the positive life skills, strengths, and capabilities they already possess;
- The assessment will establish priorities among identified needs; and
- The assessment will be the basis for developing the Contract of Participation and individual service plans that will outline the steps toward the long-term goal of independence.

***FSS Activities and Supportive Services:***

The FSS Program staff will assist participants to identify the resources needed to implement their plans for reaching self-sufficiency. Participants seeking further education will be referred for additional academic assessment, if needed; those who are still identifying their employment goals may be referred for more in-depth aptitude testing and career counseling. Depending on the participant's interests and prior education, referrals may be made to local providers of basic deductions (GED), vocational or technical education, English as second language courses, and/or academic training. Participants who are already looking for work or who are planning to begin a job search maybe referred to programs such as the Jersey City Employment and Training office and the Jersey City Employment Service Department. Participants may also receive referrals for supportive services, such as childcare and transportation assistance, personal or family counseling, or medical services.

The FSS Program staff will follow up with participants and service providers regarding the outcomes of the referrals. Staff will make sure the participants were able to contact the provider, that the needed services were available, and that the participant is satisfied with the quality of services. Service providers will be contacted to confirm that the provider was able to assist the participant and to resolve any problems that might have arisen. However, the JCHA has no liability to the family if the resources and services are not provided.

## F. PROGRAM IMPLEMENTATION

***Contract of Participation:***

The JCHA will enter into a Contract of Participation with the head of household or another designated adult household member as agreed to by the family. The Contract will outline the number and identity of participating family members and the designated head of FSS Family. Only one Contract of Participation per family. The JCHA will not admit former FSS Participants to rejoin the FSS Program who have previously participated in any other PHA's Family Self-Sufficiency Program or previously participated in the JCHA's FSS Program.

Additionally, the family will be required to sign a certification form that assigns the designated head of FSS family (whether that person is the head of household or another adult household member).

The Contract will establish specific interim and final goals as a means for measuring the family's progress. It will specify the services, achievements, and interim goals leading ultimately to self-sufficiency. Where appropriate, the Contract will take into account similar plans that may have been developed by other employment-related programs and agencies. The Contract will also include the obligation of the JCHA and its FSS partners to facilitate access to or directly provide the services and support required for the participant to achieve interim and final self-sufficiency goals.

The Contract of Participation will also outline the FSS Program's commitment to support the participant's efforts, and the roles and responsibilities of Program staff in helping participants reach their goals. The FSS Contract of Participation and individual service plans will be reviewed periodically. Staff and participants may choose to revise agreements as appropriate.

If the designated head of the FSS family is deceased or removed from the lease, the remaining adult household members may choose to assign a new head of FSS family, as long as it is agreed by all family members and can take over the existing FSS contract of participation and create their own ITSP for the remaining time of the contract. The new head of FSS family will also be eligible to keep the current FSS escrow balance and have the opportunity to continue accumulating funds into the account for the remaining time of the contract.

If the participant requests to change the Contract to substitute a different service or provider, such change must be submitted in writing. The request to amend the Contract of Participation must be approved by the FSS Program Supervisor, Director or Deputy Director of the Housing Choice Voucher Program. Additionally, the request to make changes to the ITSP goals on the contract must be submitted in writing no later than 3 months prior to the Contract expiration.

***Individual Service Plans:***

The FSS Contract will include interim goals so that progress may be monitored toward the ultimate goal of financial independence. The goals will be part of the Individual Training Service Plan (ITSP). Any member of the family that wishes to participate in the FSS program will have an ITSP. If a participant fails to achieve an interim goal, or to maintain attendance and/or performance standards in any particular service or services, the FSS Program staff will determine first if FSS or any of its network of services providers failed to fulfill their obligations. If the responsibility lies with the Program itself or a service provider, the FSS Program staff will investigate the reasons for the failure and take steps to correct it.

***Term of the Contract of Participation:***

The term of the Contract will be for a period of five (5) years from the next rent certification after enrollment.

The Contract term may be extended for up to two (2) years beyond the original five (5) year term. If the Contract is extended, the family will continue to receive FSS escrow credits during the time period associated with the extension. An extension of the Contract term will be allowed for good cause such as:

- A serious illness affecting the head of the FSS family;
- An involuntary loss of employment;
- The existence of difficulties or delays in providing the family the services needed to meet the Contract goals;
- Active pursuit of a current or additional goal that will result in furtherance of self-sufficiency during the period of the extension (e.g., completion of a college degree during which the participant is unemployed or under-employed, credit repair towards being homeownership ready, etc.) as determined by the JCHA/FSS

The JCHA/FSS will remain consistent in its determination of any other circumstances that may warrant an extension on a case by case basis.

Participants must submit a written request for an extension of the Contract subject to the following:

- The goals must be completed within the reasonable time as approved by the FSS Program Supervisor and the Director of the Housing Choice Voucher Program.
- A letter notifying the participant of the outcome of the extension request will be mailed.

***Termination of the Contract of Participation:***

If the FSS Program staff concludes that a participant has failed to fulfill the specific terms of the agreement without good cause or has violated the FSS general rules of conduct, the FSS Program staff may terminate the participant from the FSS Program. Termination from FSS will not affect the family's eligibility under the Housing Choice Voucher (Section 8) Program as long as the participant continues to meet the requirements of the Voucher Program. Reasons for termination of the FSS Contract of Participation include the following:

- The participant and the FSS Program staff mutually agree to terminate the Contract;
- The family fails to honor the term of the Contract;
- The family achieves self-sufficiency;
- The Contract term, or any associated extension of that term, expires;
- The family withdrawals from the FSS Program or HCV Program;
- The family moves to a different jurisdiction under portability procedures and enters the FSS Program of another HA;
- The family is terminated from the HCV Program, in which case the family will also be terminated from the FSS Program;
- The family fails to respond to correspondence and scheduled meetings for completion of a goal; under these circumstances, after 3 attempts to contact the family are made without response, the FSS contract may be terminated and the family will not be eligible for FSS escrow funds.

If a participant fails to maintain the Contract, the FSS Program staff will investigate the specific causes for the failure. If the causes are external barriers to participation, the FSS Program staff will take steps to remove them. If a reason for failure is due to the participant's dissatisfaction with the Contract, the participant and FSS Program staff will work to remove or remedy the problem.

The JCHA will give written notice of possible termination of the FSS Contract to both the head of household and designated head of FSS family within 30 days of the proposed termination stating the specific reasons for the proposed termination. The FSS participant will then have an opportunity to request a hearing before the Hearing Officer. If the participant fails to request a hearing within 14 days from the date of the letter, the Program staff may proceed with the final termination of the Contract.

The JCHA will not permit former FSS families to re-join the FSS Program.

***Intent to Terminate FSS Contract of Participation:***

A warning letter will be sent by the FSS Coordinator to the FSS participant for any breach of the FSS Contract of Participation. The warning letter will include the following:

- Notice of Contract violation
- Corrective action that must be taken
- Time frame to correct the violation

If corrective action is taken by the FSS participant, then no further action is necessary. If corrective action is not taken by the FSS participant, then the FSS Coordinator will send an "Intent to Cancel FSS Contract" letter by certified mail to the FSS participant. The letter will state the reason or reasons for termination and will include an explanation of the appeal process available to the family.

***Appeal Process:***

If the client disagrees with the intent to cancel the FSS Contract, they must request a hearing before the Hearing Officer by writing within 14 days from the date of the "Intent to Cancel" letter. The request must include their name, address, telephone number and the reason or reasons why they are requesting a hearing. The request must be sent to the Chair of the FSS Appeal Committee as specified in the Intent to Cancel letter.

## G. TERMINATION OF FSS CONTRACT AND/OR WITHHOLDING SUPPORTIVE SERVICES

*A family's FSS Contract of Participation can be terminated, or supportive services withheld, under the following circumstances:*

- The family fails to fulfill its obligations under the FSS Contract of Participation within five (5) years of the first re-examination of income after the execution date of the Contract; or
- The family's Housing Choice Voucher (Section 8) assistance is terminated in accordance with HUD requirements; or
- The family withdraws from the FSS Program; or
- Such other act as is deemed inconsistent with the purpose of the FSS Program; or
- By operation of law or HUD regulation; or
- The family moves outside the JCHA's jurisdiction under portability procedures and enters the FSS Program of another PHA; or
- The family moves outside the JCHA's jurisdiction under portability procedures and fails to respond and return a completed and signed Family Self-Sufficiency Program Portability procedures form.

If a family's FSS Contract of Participation is terminated, they will not lose their Housing Choice Voucher (Section 8) assistance. However, any escrow funds earned may be forfeited.

A family has fulfilled its obligation under the Contract when the family has completed its Individual Training and Services Plan within the term of the Contract (including any extensions), is currently employed or has been independent of welfare assistance at graduation. The family must become

independent from welfare assistance before the expiration of the term of the Contract of Participation, including any extension thereof.

**Contract of Participation Termination and FSS Escrow Disbursement**
The Contract of Participation will be terminated with FSS escrow funds disbursement when:

- Services that JCHA/FSS and the FSS family have agreed are integral to the FSS family's advancement towards self-sufficiency are unavailable
- The head of the FSS family becomes permanently disabled and unable to work during the period of the contract (unless JCHA/FSS and the FSS family determine that it is possible to modify the contract to designate a new head of the FSS family); or
- An FSS family in good standing moves outside the jurisdiction of the PHA (in accordance with portability requirements) for good cause, as determined by JCHA/FSS, and continuation of the Contract of Participation after the move, or completion of the Contract of Participation prior to the move, is not possible.

Good Cause such as:

- A serious illness affecting the head of household/head of FSS family;
- Active pursuit of a current or additional goal that will result in furtherance of self-sufficiency during the period of the extension (e.g., completion of a college degree during which the participant is unemployed or under-employed, credit repair towards being homeownership ready, etc.) as determined by the JCHA/FSS

The family will be required to submit proof that they are actively working towards their goals, such as evidence the participant is enrolled in school, a job training program, or actively repairing their credit, etc., and proof that they have completed at least 2 of their ITSP goals towards self-sufficiency other than the goals of employment and being free of welfare assistance.

## H. THE ESCROW ACCOUNT

The JCHA will establish an interest-bearing escrow account into which the JCHA will make monthly deposits on behalf of the family. The amount of the monthly escrow credit will be determined based on any increase in rent paid by the family because of increases in earned income. The JCHA will cease making credits to a family escrow account when the family has completed the Contract of Participation. The participant's ability to access FSS escrow funds should be contingent upon meeting FSS Program and Contract goals. The designated Head of FSS Family that signs the Contract of Participation is the participant entitled to escrow funds. If the family voucher splits, the designated head of FSS family who signed the initial contract of participation will keep the FSS escrow balance. Additionally, if an FSS participant owes money to the JCHA or any other PHA, the balance of the debt will be deducted from the escrow account upon graduation and completion of the contract of participation.

### *Withdrawal from the Escrow Account:*

The family is eligible to receive the balance of the FSS escrow fund account, including any accumulated interest, under the following circumstances:

- The family has met it obligation under the Contract of Participation on or before the Contract's expiration date and;
- At the time of Contract completion, the head of the family certifies that no family members receive Federal or state welfare assistance. Federal or state welfare assistance includes TANF, General Assistance, or other assistance provided under a Federal or State program and consists of only cash maintenance payment designed to meet a family's on-going basic needs. (Welfare assistance does not include transitional welfare assistance like Medicaid and childcare for Welfare-to-Work participants. Welfare assistance does not include participation in Local, State or Federal housing programs where the assistance is paid to the housing owner or administering agency).
- The JCHA may verify the family's certification that it is no longer receiving welfare assistance by contacting welfare agencies and requesting relevant documents. At its sole discretion, the JCHA may also advance to the FSS family a portion of the escrow account prior to completion of the Contract if the JCHA determines that the family has fulfilled certain interim goals, and the family needs the funds to complete the Contract (e.g., to pay for school tuition or other school costs, small business start-up expenses, a car when public transportation is unavailable, or job training expenses.)
- When the family has completed its Individual Training and Service Plan within the term of the Contract, including any extension, and has been seeking and/or maintaining employment.
- The basis for the withdrawal of the FSS escrow funds must be contingent upon meeting FSS Program and Contract goal/s.

***JCHA Escrow Advance Policy:***

The JCHA may permit the FSS family to withdraw funds from the FSS escrow account before completion of the Contract if the family has completed specific interim goals designed by the JCHA and needs some of the escrow account funds to complete the Contract (i.e., to pay for school costs, etc.)

All requests for the withdrawal of FSS escrow funds must be linked to FSS goal/s and service plan. The requests to withdraw escrow account must be approved by the FSS Supervisor, Director or Assistant Director of the Housing Choice Voucher Program.

To qualify for advance escrow funds, the participant must meet the following requirements:

1. Demonstrate steady progress towards the completion of a goal by:
    - Being enrolled in the FSS Program for a period of at least one year; or
    - Enrolling in an accredited educational or vocational training program that will directly advance the goal completion process; or
    - Demonstrating that a plan to open a small business is viable by presenting a valid business plan and obtaining adequate funding from another grantor/source equivalent to the amount to be advanced from the FSS escrow account; or
    - At least one (1) of the listed ITSP goals has been completed

2. All advances must be used for expenses that will significantly help the participant advance toward a Contract goal. These expenditures may include, but are not limited to, payment of school costs; car purchase to get to work or school; funds necessary to start or maintain a small business if the criterion listed above is met; purchase of work clothes; payment of bills in order to become debt free and improve credit scores; etc.
3. All requests must be made in writing by the head of household and all requests must be notarized. All documentation is kept in the participant's FSS Program file.
4. Participants can also withdraw from escrow for a down payment on a home according to regulations outlined in JCHA's Homeownership Program.

The JCHA will consider each request for an escrow advance on an individual basis. The JCHA reserves the right to accept or reject a request. The final decision regarding granting an escrow advance must be approved by the FSS Program Supervisor and the Director/Assistant Director of the Housing Choice Voucher Program Escrow funds advanced are not required to be paid back, even if a participant does not graduate from the FSS Program, unless there is evidence of fraud.

The JCHA will not approve escrow advance requests amounting to more than 25% of the total escrow in the participant's account. An exception may be made for homeownership.

All escrow account withdrawals must be approved by the FSS Program Supervisor and the Director/Assistant Director of the Housing Choice Voucher Program.

If a participant is terminated due to a Housing Choice Voucher (Section 8) lease violation, they are also terminated from the FSS Program and may forfeit the escrow account funds.

***Loss of FSS Escrow Account Funds:***

FSS participants forfeit their escrow funds if:

- The Contract is terminated;
- The Contract is declared null and void by mutual consent;
- The participant has not met the term of the Contract; or
- The family violates a provision of the lease;

If participant is terminated due to Housing Choice Voucher lease violation, they are also terminated from the FSS Program.

**Forfeited Escrow Funds**

Forfeited escrow funds go into an account to be used for the benefit of FSS families. Specifically, such funds may be used for the following eligible activities:

(A) ) Support for FSS participants in good standing, employment preparation costs, and other costs related to achieving obligations outlined in the Contract of Participation;
(B) Training for FSS Program Coordinator(s); or
(C) Other eligible activities as determined by the Secretary of HUD.

Upon funding availability, on a first come first serve basis and up to a max of $2,0000, the FSS program may use forfeited escrow funds for the following activities:

- Gift Cards as incentives for HCVP participants to join the FSS program
- Supplies for School enrolled participants with ITSPs
- Tools or supplies required by Job Training Programs for participant with ITSPs
- To pay for credit reports to determine progress of credit repair efforts
- Fees for participants to attend First Time Homebuyer's 8-Hour HUD Certified Workshops
- Fees for participants to attend other FSS Participant related workshops and classes geared toward self-sufficiency
- FSS recruitment/meet and greet event expenses, such as raffles items and light refreshments to encourage participation and attendance
- Transportation fees for participants to attend job interviews
- The cost of 1 outfit per participant for job interviews
- Marketing tools to promote the FSS program

***Portability:***

A participant in the FSS Program must live in the jurisdiction of the JCHA during the first year of Program participation. If a family moves outside the JCHA's jurisdiction after the first year of Program participation, the JCHA may take the following actions:

- Permit the family to continue to participate in its FSS Program if the family demonstrates that it can meet the family responsibilities of the contract in the new location.
- If the receiving HA permits the family to participate in its FSS Program, the JCHA must terminate its contract with the family and transfer the family's escrow account balance when the family is absorbed by the receiving HA.
- If the family is admitted to the receiving HA's FSS Program, the receiving HA will enter into a new contract of participation with the FSS family for the remaining time in the family's initial contract. When it prepares the new FSS contract, the receiving HA must use the initial income and rent information from the contract executed when the family first began its participation with the JCHA.
- If the family cannot fulfill its family obligations in the new location and the receiving HA does not permit the family to participate in its FSS Program, the contract will be terminated and the family will lose the funds in its FSS escrow account, unless the family has met its obligations under the Contract of Participation before it is absorbed by the receiving HA.

The designated head of the FSS family Swill be required to fill out a Family Self-Sufficiency Program Portability Procedures form to choose from one of the portability options and actions. Failure to respond and complete the form will indicate the FSS participant is no longer interested in remaining as part of the Program.

## I. FINANCIAL COACHING

The JCHA Housing Choice Voucher FSS Program will refer interested FSS Participants to financial coaching or refer any FSS participant in need of this service as follows:

- If an individual who has debt joins the FSS Program and signs the FSS Contract of Participation, they will be referred to the Financial Literacy Program.
- All participants who list Homeownership as a goal must attend the Financial Literacy Program.

## J. PROGRAM MONITORING AND EVALUATION

***Section Eight Management Assessment Program (SEMAP):***

In order to track compliance with SEMAP requirements and to determine the effectiveness of the FSS Program, the Program Supervisor will prepare monthly reports to the Director of the Housing Choice Voucher Program detailing the progress of FSS families. At a minimum, these monthly reports will include the following:

- Number of mandatory FSS slots;
- Number of FSS families currently enrolled;
- Percent of FSS slots filled;
- Percent of FSS participants with escrow account balances;
- Number of families with FSS escrow accounts currently enrolled but who have moved under portability and whose Section 8 assistance is administered by another HA;
- Relevant FSS activities conducted by the Program Coordinator or participating partners;
- Number of FSS escrow forfeitures.

# CHAPTER 22
# PROJECT BASED VOUCHER PROGRAM

## A. INTRODUCTION

The Project-Based Voucher Program (PBVP) is administered under the Housing Choice Voucher (Section 8) Program and HUD regulations governing the PBVP can be found at 24 CFR 983. Most provisions of the Housing Choice Voucher (Section 8) Program also apply to the PBVP. However, the provisions that do not apply are listed under 24 CFR 983.2. PBV assistance may be attached to existing, rehabilitated or newly constructed housing. The JCHA is authorized to use up to twenty percent (20%) of the budget authority provided by HUD under an Annual Contributions Contract (ACC) to operate the PBVP.

The PBVP requires compliance with all Equal Opportunity requirements under federal law and regulation, including those listed at 24 CFR 5.105(a), and must also comply with the JCHA's Agency Plan Civil Rights and Affirmatively Furthering Fair Housing certification submitted in accordance with 24 CFR 903.7(o). Any persons displaced as a result of implementation of the PBVP must be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and HUD regulations at 49 CFR, part 24.

Under 24 CFR 983.57, the site selected for PBV assistance must be consistent with the goal of de-concentrating poverty and expanding housing and economic opportunities as per 24 CFR part 903 and the JCHA's Agency and Administrative Plans.

## B. OWNER PROPOSAL SELECTION PROCEDURES

The JCHA must select owner proposals to participate in the PBVP that have been solicited on a competitive basis in response to a request for proposals (RFP) and in accordance with HUD regulations at 24 CFR 983.51. The RFP is advertised in local newspapers and on the JCHA's website. The owner proposal must meet the requirements outlined in the JCHA's RFP package, which includes proposal instructions, the scope of services, evaluation criteria and required documents.

Owners may be required to attend a pre-proposal conference prior to the deadline date to submit the proposals. Select owners may be interviewed prior to completion of the evaluation process. If an owner wishes to apply for PBV assistance for more than one development, a separate proposal must be submitted for each development. Proposals submitted shall not be withdrawn for a period of sixty (60) days subsequent to the deadline for receiving proposals without the written consent of the JCHA.

The owner proposals will be evaluated based on the relative professional experience and qualifications in managing residential rental market units, familiarity with the HCV (Section 8) Program and with the PBVP, as well as based on site selection criteria (i.e., location of the units, adequate funding sources, suitability of the site with regard to neighborhood resources, supportive services offered, occupancy and management policies, etc.). References will be evaluated as part of the professional experience and qualifications criteria and scored as excellent, good and fair (multiple references will be requested and averaged into one composite rating).

Under 24 CFR 983.56, the JCHA may not select an owner proposal to provide PBV assistance for units in a building or enter into an Agreement to Execute a HAP Contract or a HAP Contract if the total number of units in building that will receive PBV assistance is more than 25% of the number of assisted or unassisted dwelling units in the building. Units are not counted against this cap if they are in a single-family building, or in a multi-family building in which elderly or disabled families reside or families are receiving supportive services.

In addition, activities under the PBV are subject to the HUD environmental regulations in 24 CFR parts 50 and 58, and an environmental review must be performed by a unit of a general local government, a county or a state. The JCHA may not enter into an Agreement or Housing Assistance Payment (HAP) Contract and the owner may not begin any activities until either an environmental review has been completed and HUD approved or the property has been determined to be exempt from this requirement. Owners are advised to refer to 24 CFR 58.34 and 58.35 for any exclusions to the environmental review requirement.

In accordance with 24 CFR 983.101, all units under the PBVP must pass Housing Quality Standards (HQS) inspections per HUD regulation and JCHA Housing Choice Voucher (Section 8) Program rules. For existing units, the JCHA must examine the proposed site before the proposal selection date and inspect the proposed units to determine if they substantially comply with HQS. The JCHA may not execute a HAP Contract until the units pass the HQS inspection. For new construction and rehabilitated units, the owner will enter into an Agreement to Execute a HAP Contract and those units will be inspected to ensure compliance with HQS requirements when the unit has been completed.

The JCHA reserves the right to: reject any or all proposals; waive any informality in the RFP process; terminate the process at any time if deemed by the JCHA to be in the best interest of the JCHA; and to determine the number of PBVs awarded, if any, to individual units or developments at the JCHA's discretion. If HUD regulations governing the PBV Program should change, the JCHA reserves the right to re-negotiate and amend the Agreement to Execute a HAP Contract or the HAP Contract to reflect those changes and to reduce the number of PBV units to be selected under the RFP in the event that the JCHA's budget authority is reduced.

## C. DWELLING UNITS 24 CFR 983.102; Housing accessibility for persons with disabilities.

(a) Program accessibility. The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. The PHA shall ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as implemented by HUD's regulations at 24 CFR 100.25 as applicable.

## D. PHA OWNED UNITS

PHA-owned units are eligible for the PBV Program. A PHA-owned unit is defined in 24 CFR 983.3 as, "a dwelling unit owned by the PHA that administers the voucher program. PHA-owned means that the P HA or its officers, employees or agents hold a direct or indirect interest in the building in which the unit is located, including an interest as titleholder or lessee, or as a stockholder, member or general or limited partner, or member of a limited liability, corporation, or an entity that holds any such direct or indirect interest." However, the HUD field office or HUD-approved independent entity

must review the selection process and determine that the PHA-owned units were appropriately selected based on the selection procedures specified in the PHA's Administrative Plan. Please reference 24 CFR 983.51(e). Non-competitive selections must also be reviewed to ensure that the selection was done properly, particularly in regard to LIHTC project applications not receiving the benefit of a commitment of PBVs by the PHA and that the comparable competition was held within three years of project selection. See 24 CFR 983.51(b)(2). For other requirements related to PHA-owned units, such as rent reasonableness determination and inspections, see 24 CFR 983.59. These functions are also required to be done by the HUD-approved independent entity.

## E. AGREEMENT TO ENTER INTO A HOUSING ASSISTANCE PAYMENTS AHAP CONTRACT

For any projects involving new construction or rehabilitation, an AHAP must be executed prior to the start of any construction or rehabilitation. An AHAP is not required for existing units. The requirements regarding an AHAP are detailed in 24 CFR 983.152. However, a PHA may not execute an AHAP until a subsidy layering review and an environmental review are completed.

## F. SUBSIDY LAYERING REVIEW (SLR)

These reviews are only required for projects involving new construction and rehabilitation. The purpose of this review is to avoid excess subsidy. See 24 CFR 983.55. Pursuant to the passage of the Housing and Economic Recovery Act (HERA) of 2008 and in accordance with the *Federal Register* notice, *Administrative Guidelines; Subsidy Layering Reviews for Proposed Section 8 Project Based Voucher Housing Assistance Payments Contracts*, issued on July 9, 2010, housing credit agencies can submit a notice of intent to conduct SLRs rather than the Department since thy are qualified agencies. State housing credit agencies are encouraged to submit such a notice to Headquarters, if they have not already done so, since these agencies are already performing SLRs for LIHTC projects. Otherwise, Headquarters is still required to do them. No AHAP may be executed until a SLR is completed by the appropriate agency.

## G. ENVIRONMENTAL REVIEW

In accordance with 24 CFR 983.58, an environmental review is required for all PBV units including existing units. A PHA, an owner, or its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities until an environmental review is completed. Specifically, no AHAP for rehabilitated or new construction units may be executed until the environmental review is complete and no housing assistance payments (HAP) contract may be executed for existing units until the environmental review is complete.

As PHAs are aware, the Housing and Economic Recovery ACT (HERA) added a section 8(o)(13)(M) of the U.S. Housing Act of 1937 and paragraph (II) of that new section relieves a PHA from undertaking an environmental review for an existing structure, except to the extent such a review is otherwise required by law or regulation. This new statutory section was discussed in the Federal Register notice entitled "The Housing and Economic Recovery Act of 2008Appllicability to HUD Public housing, Section 8 Tenant-Based Voucher and Section 8 Project-Based Voucher Programs," published on November 24, 2008, at 73 FR 71037. In that notice, HUD advised that under 24 CFR part 58, federal environmental reviews are undertaken by a Responsible Entities (usually units of

general local governments), not PHAs. In addition, any federally required environmental review is required by law or regulation, so there do not appear to be any federally required environmental reviews that would be eliminated by this provision.

## H. INELIGIBLE PROPERTIES/UNIT TYPES

Prior to selecting a proposal, the JCHA must ensure that the owner's proposed PBV units comply with HUD regulations, including the determination that the units are eligible for PBV assistance.

In accordance with 24 CFR 983.53, the JCHA may NOT provide PBV assistance for the following unit types:

- shared housing
- units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution
- nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care or intermediate care
- units owned or controlled by an educational institution or its affiliate and are designated for occupancy by students of the institution
- manufactured homes
- cooperative housing
- transitional housing
- high-rise elevator buildings for families with children unless there is no practical alternative and with HUD approval
- owner-occupied units
- units occupied by an ineligible family
- other subsidized housing units
- units rented to family members, including a parent, child, grandparent, grandchild, sister, or brother

## I. ELIGIBLE PROPERTIES/UNIT TYPES

In accordance with 24 CFR 983.5(2), units in existing housing, newly constructed, or rehabilitated housing are eligible under the PBVP. Existing units must substantially comply with HQS requirements at the time of notice of the JCHA's selection. Additional requirements for units in newly constructed or rehabilitated housing are provided below.

## J. NEWLY CONSTRUCTED OR REHABILITATED UNITS

The owner must complete form HUD-52531-A, "Part I of the Agreement to Enter into Housing Assistance Payments Contract" and form HUD-52531-B, "Part II of the Agreement to Enter into Housing Assistance Payments Contract." In the Agreement, the owner agrees to comply with the HQS requirements and the JCHA agrees to enter into a HAP Contract for the PBV units with the owner contingent on the timely completion of the units as per the terms of the Agreement.

The JCHA may not enter into the Agreement with the owner until a "subsidy layering review" is completed in accordance with 24 CFR 983.55. The subsidy layering review is intended to ensure that excessive public assistance from other federal, state or local agencies does not exist. The review is conducted by HUD or a HUD-approved entity. In addition, environmental approval must be received (as described on page one of this Section) prior to entering into the Agreement.

If the owner has signed the Agreement (HUD-52531-A & B), for the development of nine (9) or more contract units, then the owner and the contractors/sub-contractors must pay the prevailing Davis-Bacon wages to laborers and mechanics employed in the development of the housing. Compliance with Department of Labor regulations cited in 29 CFR part 5, with Section 3 of the Housing and Urban Development Act of 1968, with 24 CFR part 135, 24 CFR 983.154 and with any other applicable federal and local labor laws and regulations, as well as with JCHA Policy regarding Section 3 hiring is required**.**

Upon completion of the newly constructed or rehabilitated units, the JCHA must inspect to ensure that the work was done in accordance with the Agreement, with HQS requirements and with JCHA requirements. When the JCHA is satisfied that all requirements have been met, the JCHA will execute a HAP Contract with the owner. The HAP Contract will provide rental subsidy for eligible families directly to the owner or designated management agent via direct deposit payments to the appropriate bank account.

The JCHA will conduct the following inspections in accordance with PIH 908.103 (a) pre-selection inspection - (1) Inspection of site: The PHA must examine the proposed site before the proposal selection date. (2) Inspection of existing unit: if the unit to be assisted already exists, the PHA must inspect all units before the proposal selection date and must determine if the unit substantially complies with HQS. (b) Pre-HAP contract inspections: the PHA must inspect each contract unit before execution of HAP contract. (c) Turnover inspections: before providing assistance to a new family, the PHA must inspect unit. (d) Annual inspections: at least annually, the PHA must inspect a random sample. (1) consisting of at least 20 percent of the contract units in each building, (2) If more than 20 percent of the annual sample of inspected contract units in a building fail the initial inspection the PHA must inspect 100 percent of the contract units in the building.

(e) Other inspections: (1) the PHA must inspect contract units whenever needed to determine that the contract units comply with the HQS. (2) The PHA must conduct annual inspections if the owner (or, if applicable, the family) has corrected the HQS violation. (3) In conducting supervisory quality control HQS Inspections, the PHA should include a representative sample of both tenant based and project based units; (f) Inspecting PHA owned units; In the case of PHA owned units, the inspection required under this section must be performed by an independent agency designated in accordance with 24 CFR 983.59, rather than by the PHA.

## K. OWNER RESPONSIBILITY

In accordance to 24 CFR 983.208, the owner is responsible for performing all the owner responsibilities under the Agreement and the HAP Contract. 24 CFR 982.452 (Owner responsibilities) applies.

## L. HAP CONTRACT AMENDMENTS (TO ADD OR SUBSTITUTE CONTRACT UNITS)

At the discretion of the PHA and pursuant to 24 CFR 983.206 the PHA may amend or substitute the HAP contract or a different unit with the same number of bedrooms in the same building for a previously covered contract unit. Prior to substitution, the PHA must inspect the proposed substitute unit and must determine the reasonable rent for such unit.

Provided that the total number of units in a building that will receive PBV assistance or other PBV assistance may not exceed 25 percent of the number of dwelling units (assisted or unassisted) in the building or the 20 percent of authorized budget authority as provided in 24 CFR 983.6, a HAP contract may be amended during the three (3) year period immediate following the execution date of the HAP contract to add additional PBV contract units in the same building.

## M. TERM OF THE HAP CONTRACT

The initial contract period will be a minimum of five (5) years and a maximum of ten (10) years, with a renewal period of up to five (5) years for an aggregate total of fifteen (15) years, dependent upon the availability of federal funding, and at the JCHA's discretion. The JCHA's decision to renew the HAP Contract after the initial minimum five (5) year period is also contingent upon the owner's ability and capacity to maintain the PBV units in accordance with HUD regulations and JCHA Housing Choice Voucher (Section 8) Program rules. At the JCHA's sole discretion, the JCHA may amend the HAP Contract to permit substitution of a different unit with the same number of bedrooms in the same building for a previously covered contract unit.

## N. IN-PLACE FAMILIES

The JCHA must ensure that "in-place families" residing in existing units and units to be rehabilitated are eligible to participate in the PBVP. The owner must provide a current tenant listing of all household members and household income for eligibility purposes. An eligible "in-place family," as of the proposal selection date, may not be displaced. Only "in-place families" determined to be eligible at the start of the PBV assistance may be selected. The eligible "in-place family" will be placed on the JCHA's Housing Choice Voucher (Section 8) Program waiting list and given an absolute preference for an appropriately sized PBV unit, pending successful limited screening by the JCHA which includes ensuring that no criminal activity or other serious violation of 24 CFR 982.552, 553 and JCHA admissions policies exists. "In-place families" not eligible for the PBV assistance may not be displaced solely due to ineligibility for the PBV Program.

## O. OCCUPANCY 24 CFR 983.251; HOW PARTICIPANTS ARE SELECTED.

(a) Who may receive PBV assistance? (1) The PHA may select families who are participants in the PHA's Tenant-Based Voucher Program and families who have applied for admission to the voucher program based on the JCHA's waiting list preferences. Once the list is exhausted, the JCHA may take owner referrals.

Pursuant to (a) PHA option. (1) The PHA has no responsibility or liability to the owner or any other person for the family's behavior or suitability for tenancy. However, the PHA may opt to screen applicants for family behavior or suitability for tenancy and may deny admission to an applicant based on such screening. (2) The PHA must conduct any such screening of applicants in accordance with policies stated in the PHA Administrative Plan.

**OCCUPANCY 24 CFR 983.252; PHA INFORMATION FOR ACCEPTED FAMILY.**

(a) Oral briefing. When a family accepts an offer of PBV assistance, the PHA must give the family an oral briefing. The briefing must include information on the following subjects:

(1) A description of how the program works; and (2) Family and Owner responsibilities. (b) Information packet. The PHA must give the family a packet that includes information on the following subjects: (1) How the PHA determines the total tenant payment for a family; (2) Family obligations under the program; and (3) Applicable fair housing information. (c) Providing information for persons with disabilities. (1) If the family head or spouse is a disabled person, the PHA must take appropriate steps to assure effective communication, in accordance with 24 CFR 8.6 in conducting the oral briefing and in providing the written information packet, including in alternative formats. (2) The PHA shall have some mechanism for referring to accessible PBV units that includes a person with mobility impairment. (d) Providing information for persons with limited English proficiency. The PHA should take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with obligations contained in Title VI of the Civil Rights Act Order 13166.

**OCCUPANCY 24 CFR983.253; LEASING OF CONTRACT UNITS.**

(a) Owner selection of tenants. (1) During the term of the HAP contact, the owner must lease contract units only to eligible families selected and referred by the PHA from the PHA waiting list. (2) The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and applicant's ability to perform the lease obligations. (3) An owner must promptly notify in writing any rejected applicant of the grounds for any rejection. (b) Size of unit. The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.

**OCCUPANCY 24 CFR983.254; VACANCIES**

(a) Filling vacant units. (1) The owner must promptly notify the PHA of any vacancy or expected vacancy in a contract unit. After receiving the owner notice, the PHA must make every reasonable effort to refer promptly a sufficient number of families for the owner to fill such vacancies. (2) The owner must lease vacant contract units only to eligible families on the PHA waiting list referred by the PHA. (3) The PHA and the owner must make reasonable good faith efforts to minimize the likelihood and length of any vacancy. (b) Reducing number of contract units. If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable good faith efforts of the PHA to fill such vacancies), the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subcontracting the number of contract units (by number of bedrooms), that have been vacant for such period.

**VACANCY CLAIMS 24 CFR983.352**

**(a) Payment for move-out month.** If an assisted family moves out of the unit, the owner may keep the housing assistance payment payable for the calendar month when the family moves out ("move-out month"). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.

**(b) Vacancy payment at PHA discretion.**

**(1)** The JCHA does not process payments for vacancy claims.

**OCCUPANCY 24 CFR 983.255 TENANT SCREENING**

PHA option. (1) The PHA has no responsibility or liability to the owner or any other person for the family's behavior or suitability for tenancy. However, the PHA may opt to screen applicants for family behavior or suitability for tenancy and may deny admission to an applicant based on such screening. (2) The PHA must conduct any such screening of applicants in accordance with policies stated in the PHA Administrative Plan. When occupancy may exceed 25 percent cap on the number of PBV units in each building 983.261

(a) Except as provided in 24 CFR 983.56(b), the PHA may not pay housing assistance under the HAP contract for contract units in excess of the 25 percent cap pursuant to24CFR 983.56(a). (b) In referring families to the owner for admission to excepted units, the PHA must give preference to elderly or disabled families; or to families receiving supportive services. (c) If a family at the time of initial tenancy is receiving and while the resident of an excepted unit has received FSS supportive services or any other service as defined in the PHA Administrative Plan, and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit. (d) A family (or the remaining members of the family) residing in an excepted unit that no longer meets the criteria for a "qualifying family" in connection with the 25 percent per building cap exception (e.g., a family that does not successfully complete its FSS contract of participation or the supportive services requirement, as defined in the PHA Administrative Plan or the remaining members of a family that no longer qualifies for elderly or disabled family status) must vacate the unit within a reasonable period of time established by the PHA, and the PHA shall cease paying housing assistance payments on behalf of the non-qualifying family. If the family fails to vacate the unit within the established time, the unit must be removed from the HAP contract unless the project is partially assisted, and it is possible for the HAP contract to be amended to substitute a different unit in the building in accordance with 24 CFR 983.206(a); or the owner terminated the lease and evicts the family. The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations (e.g., a family fails, without good cause, to successfully complete its FSS contract of participation or supportive services requirement) shall be terminated by the PHA.

**OCCUPANCY 24CFR 983.260; FAMILY RIGHT TO MOVE**

(a) The family may terminate the assisted lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. (b) If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for continued tenant-based rental assistance, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance. If voucher or other comparable tenant-based rental assistance is not immediately available upon termination of the family's lease of a PBV unit, the PHA must give the family priority receive the next available opportunity for continued tenant-based rental assistance. Within the period of a year, the JCHA may offer up to 10% of the Project Based families the opportunity to receive tenant-based rental assistance when funding is permitted.

**P. LEASE**

The Head of Household and Co-Head, if applicable, must have the legal capacity to enter into a lease under NJ State Law. The tenant and owner must execute a written lease for the unit that is in compliance with State and local laws. The initial lease must be for a one-year period. It is recommended that a HUD-approved lease is utilized. JCHA approval of the lease is required.

A HUD-required "Tenancy Lease Addendum" MUST be utilized with all leases for PBV units. All provisions in the Tenancy Lease Addendum must be included in the lease and the terms of the Tenancy Lease Addendum shall prevail over other provisions of the lease. The owner must immediately notify the JCHA of any proposed changes to the lease that involve responsibility for utilities and such changes may only be made with JCHA approval. Any other changes to the lease must be agreed to in writing and the JCHA must receive a copy of the changes. If a unit becomes overcrowded or under-occupied, or the family requires an accessible unit, the JCHA will offer the family continued assistance per 24 CFR 983.259.

Upon expiration of the lease, the owner may renew the lease, refuse to renew the lease for good cause or refuse to renew the lease without good cause in accordance with 24 CFR 983.257. If the owner refuses to renew the lease without good cause, the JCHA will provide the family with a tenant-based voucher and the unit will be removed from the PBV HAP Contract. The family may move with continued assistance after the first year of occupancy in the PBV unit and must provide advance 60-day written notice to the owner. If the family terminates the assisted lease before the one-year period, the opportunity for continued assistance is relinquished.

## Q. RENT

For existing units, the amount of rent is established at the beginning of the HAP Contract. For newly constructed or rehabilitated units, the rent on the Agreement to Execute a HAP Contract is estimated, and the actual rent is determined when the HAP Contract begins.

The maximum rent is an amount determined by the JCHA that is the lesser of the payment standard or the reasonable rent for the unit bedroom size minus any utility allowance, if applicable, and may be subject to tax credit limitations, rent control or other limits under federal, state and local law. The payment standard for the current Fiscal Year may be found on the JCHA website.

Rent increases must be requested in writing by the owner 120 days prior to the lease anniversary date and are subject to JCHA approval in accordance with 24 CFR 983.302 and per the JCHA Housing Choice Voucher (Section 8) Program policy and procedures.

The JCHA determines the family's portion of the rent based upon the adjusted household income and in accordance with HUD regulations. The family is responsible to pay their portion of the rent, minus a utility allowance if applicable, directly to the owner. The owner may not demand any amount in excess of the rent as determined by the JCHA.

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The JCHA will remit the HAP via direct deposit into the owner's bank account. The owner must submit a voided check to ensure payment into the appropriate account. The owner may review the rent amounts and corresponding tenant for which the lump sum payment was deposited on the Landlord Portal. The JCHA is not responsible for paying any other claim to the owner and may not make any payment to the owner for any damage to the unit or for any other amount owed by a family under the family's lease or otherwise.

Re-determination of rent to owner in accordance to 24 CFR 903.303 Reasonable Rent (a) At all times, the HAP Contract, the rent to owner for a contract unit may not exceed the reasonable rent as determined by the PHA.

**RENT TO OWNER 24 CFR 983.304; OTHER SUBSIDY: EFFECT ON RENT TO OWNER**

(a) General. In addition to the rent limits established in accordance with 24 CFR 983.301 and 24 CFR 982.302., the following restrictions apply to certain units. (b) HOME. For units assisted under the HOME Program, rents may not exceed rent limits as required by the HOME Program (24 CFR 92.252). (c) Subsidized projects. (1) This paragraph (c) applies to any contract units in any of the following types of federally subsidized project: (1) A formerly insured or non-insured Section 236 project; (i) An insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action; (iii) A Section 221(d)(3) below market interest rate (BMIR) project; (iv) A Section 515 project of the Rural Housing Service; (v) Any other type of federally subsidized rent (basic rent) as determined in accordance with requirements for the applicable federal program listed in paragraph (c)(1) of this section. (d) Combining subsidy. Rent to owner may not exceed any limitation required to comply with HUD subsidy layering requirements. See 24 CFR 983.55. (e) Other subsidy: PHA discretion to reduce rent. At its discretion, a PHA may reduce the initial rent to owner because of other governmental subsidies, including tax credit or tax exemption, grants, or other subsidized financing. (f) Prohibition of other subsidy. For provisions that prohibit PBV assistance to units in certain types of subsidized housing, see 24 CFR 983.54.

**RENT TO OWNER 24 CFR 983.305; EFFECT OF RENT CONTROL IN OTHER RENT LIMITS.**

In addition to the limitations to 110 percent of the FMR in 24 CFR 983.301(b)(1) The rent reasonableness limit under 24 CFR 983.301(b)(2) 24 CFR 983.303, the rental determination provision of 24 CFR 980.301(f) the special limitations for tax credit units under 983.301(c), in other rent limits under this part, the amount of rent to owner also may be subject to rent control or other limits under local, state, or federal law.

**RENT TO OWNER 24CFR 983.353 TENANT RENT; PAYMENT TO OWNER**

(a) PHA determination. (1) The tenant rent is the portion of the rent to owner paid by the family. The PHA determines the tenant rent in accordance with HUD requirements. (2) Any changes in the amount of the rent will be effective on the date stated in a notice by the PHA to the family and the owner. (b) Tenant payment to owner. (1) The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). (2) The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit. The tenant rent is payment for all housing services, maintenance, equipment, and utilities to be provided by the owner

without additional charge to the tenant, in accordance with the HAP contract and lease. (3) The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess payment to the tenant. (4) The family is not responsible for payment of the portion of the rent to owner covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an assisted family for non-payment of the PHA housing assistance payment. (c) Limit of PHA responsibility. (1) The PHA is responsible only for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or for paying any other claim by the owner. (2) The PHA may not use housing assistance payments or other program funds (including any administrative fee reserve) to pay any part of the tenant rent or to pay any other claim by the owner. The PHA may not make any payment to the owner for any demands to the unit, or for any other damage to the unit, or for any other amount owed by a family under the family's lease or otherwise. (d) Utility reimbursement. (1) If the amount of the utility allowance exceeds the total tenant payment, the PHA shall pay the amount of such excess as a reimbursement for tenant paid utilities ("utility reimbursement") and the tenant rent to the owner shall be zero. (2) The PHA either may pay the utility reimbursement to the family or may pay the utility bill directly to the supplier on behalf of the family. (3) If the PHA chooses to pay the utility supplier directly, the PHA must notify the family of the amount paid to the utility supplier.

## R. PAYMENT TO OWNER 24 CFR 983.351 PHA PAYMENT TO OWNER FOR OCCUPIED UNIT.

(a) When payments are made. (1) During the term of the HAP contract, the PHA shall make housing assistance payments to the owner in accordance with the terms of the HAP contract. The payments shall be made for the months during which a contract unit is leased to and actually occupied by an eligible family. (2)(b) Monthly payment. Each month, the PHA shall make a housing assistance payment to the owner for each contract unit that complies with the HQS and is leased to and occupied by an eligible family in accordance with the HAP contract. (2)(e) Owner compliance with contract. To receive housing assistance payments in accordance with the HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

## S. SECURITY DEPOSIT

(a) The owner may collect a security deposit from the tenant. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. When the tenant moves out of the contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts which the tenant owes under the lease. The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant. However, the PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

# CHAPTER 23
# POLICIES REGARDING RENTAL ASSISTANCE DEMONSTRATION (RAD) PROPERTIES

## INTRODUCTION

This chapter describes the JCHA's policies related to Component 1 of the Rental Assistance Demonstration (RAD) program.

## PART I: GENERAL REQUIREMENTS

### I. OVERVIEW

The JCHA will operate select properties and units under Component 1 of the Rental Assistance Demonstration Program (RAD), a program developed by the Department of Housing and Urban Development (HUD) that seeks to preserve and protect public and affordable housing. Under RAD, properties are funded through a long-term Housing Assistance Payment (HAP) contract under Section 8 of the U.S. Housing Act of 1937.

JCHA's RAD properties will operate as project-based vouchers (PBV) that will be subject to HUD's regulations governing the program and by JCHA's policies outlined herein.

### I.B. RAD PROPERTY-BASED VOUCHERS VS. TRADITIONAL PROJECT-BASED VOUCHER ASSISTANCE

Except as otherwise noted in this chapter, the JCHA policies for the traditional PBV program (as outlined in Chapter 22- Project Based Voucher Program) also apply to the RAD PBV program and its participants. All policies prescribed in previous chapters of this HCV Administrative Plan apply similarly to JCHA's RAD program unless otherwise stated in this chapter. This chapter shall take precedent over any conflicting policies within this Administrative Plan as it relates to the RAD program.

## PART II: CONTRACT AND ADMINISTRATIVE TERMS

### II.A. OVERVIEW

This section describes the JCHA's terms and policies for establishing RAD HAP agreements with HUD and rights to adjust assistance levels as needed.

### II.B. HAP CONTRACT TERMS AND PROPERTY OWNERSHIP

### 1. HAP CONTRACTING

a. Properties and units approved for RAD conversion are authorized through a HAP contract between the JCHA and/or a JCHA-affiliate and HUD.
b. Properties that were previously funded by public housing operating and capital funding will be funded by HAP payments based on prevailing contract rent (for rent determinations see Part IV-Rent and Income Provisions).

**2. TERM OF HAP CONTRACT**

a. The initial HAP contract is 20 years.
b. The 20-year contract term will be carried over into subsequent HAP contract renewals.
c. Upon initial contract expiration, the HAP contract will be renewed with the same terms and conditions applicable at the initial contracting

**3. OWNERSHIP CONTROLS**

a. The JCHA will maintain operational control of RAD properties, as mandated by HUD regulations, through direct ownership by holding legal title to the property or through direct or indirect legal authority to order the financial, legal, or other interests of the RAD property.
b. Legal authority may be established via contract, partnership share or agreement of an equity partnership, voting rights, majority share of general partner interests in a limited partnership, or otherwise.

**4. RAD USE AGREEMENT**

i. The RAD Use Agreement is a document specifying the affordability and use restrictions on the covered project.
ii. The agreement is superior to other liens on the property and runs concurrent with the initial HAP contract term (20 years).

**II.C. VOUCHER LIMITATIONS**

1. Generally, RAD PBV Vouchers can account for up to 100 percent of total units within a given property.
2. RAD PBVs awarded to the JCHA will not reduce the voucher capacity. Awarded vouchers would be assigned as new vouchers to JCHA outside of its current HCV allocation.

**II.D. TRANSFERS OF ASSISTANCE AND TEMPORARY ASSISTANCE**

**1. TRANSFERS OF ASSISTANCE**

a. The JCHA reserves the right to transfer the HAP contract, RAD Use Agreement, and all or part of rental assistance provided under RAD to another property at initial conversion or after 10 years from the effective date of the initial HAP contract.

b. Transfers of assistance must be approved by HUD and may be granted if the property is economically non-viable, physically obsolete, severely distressed, or uninhabitable due to unforeseen circumstances such as natural disasters, or the transfer is in the best interest of the property's residents.
c. Any transfer of assistance at the time of initial conversion will be included as a significant amendment to the JCHA's Annual Plan.

### 2. RAD REHAB ASSISTANCE

Unoccupied properties that undergo rehabilitation may be eligible for RAD rehab assistance from HUD during the construction period. Payments are limited to the amount of operating fund subsidy received for the property prior to the RAD conversion subject to passing rent reasonableness study. Upon construction completion, rehab assistance will be terminated and units under the HAP contract will only be eligible for payment for occupied units or for vacancy payments, as applicable.

## PART III: APPLICANT AND WAIT LIST PROVISIONS

### III.A. OVERVIEW

This part establishes how an applicant will be screened and how an applicant can be admitted into available units under the RAD program.

### III.B. MISSION ELIGIBILITY

The JCHA will only admit applicants who are qualified according to the following criteria:

1. Are a family, as defined in the Glossary of this policy, with the head of household age 18 or older, or who is an emancipated minor;

2. Meet HUD requirements on citizenship or eligible immigration status; 24 CFR § 5.506.

3. Are low-income with an annual gross income that does not exceed 80% of area median income (AMI) or the income limits established by HUD by family size;

4. Provide documentation of Social Security numbers (SSN) for all family members or sign a certification under penalties of perjury for each family member that does not have a SSN; and 24 CFR § 5.216
   a. Eligible applicants may become residents even if they lack the SSN documentation for children under the age of 6 but must verify the SSN within 90 days.
   b. An additional 90-day grace period will be extended, if merited due to unforeseen or uncontrollable circumstances.

5. Meet the admissions screening criteria in Part III of this policy.

## III.C. PROCESSING APPLICATIONS FOR ADMISSION

1. The JCHA will accept and process applications in accordance with applicable HUD regulations, when a wait list is open and the applicant is eligible to apply. For the purpose of placing applicants on the wait lists, the JCHA will assume that the facts, as self-certified to by the applicant in his/her application, are correct. All facts provided on the application will be verified later when screening applicants for suitability.

2. As units become available, applicants at the top of the wait list whose family composition and accessibility requirements match the features of the available units will be required to attend an interview to complete their applicant file, confirm eligibility and be screened to determine suitability. Applicants who fail to attend their scheduled interview or who do not respond to the outreach to schedule an interview will have their applications withdrawn, subject to reasonable accommodations for people with disabilities.

3. Every application file for admission to a RAD property shall include: the applicant's name, SSN, date of application, application number, applicant's race and ethnicity (if disclosed), amount and source of income, family compositions so that a unit bedroom size can be assigned, eligibility determination, the date, location, identification, and circumstances of each vacancy that was offered but refused, accessibility requirements, if any and admissions preference, if any.

4. The following information will be verified to determine qualification for admission to RAD housing:

   a. Family composition and type (e.g. elderly, non-elderly, etc.);
   b. Annual income;
   c. Assets and asset income;
   d. Deductions from income;
   e. Social Security numbers of all family members;
   f. Citizenship or eligible immigration status of all family members;
   g. Compliance with the JCHA Work Requirement Criteria;
   h. Admissions Preferences;
   i. Compliance with admissions screening criteria;
   j. Criminal background; and
   k. History of payment of rent and utilities

5. Third-party verification is required for the information listed above. Any other form of verification requires notation in the file explaining its use.

6. Emergency applicants, who are victims of federally declared disasters, will be processed on an as needed basis before applicants from the wait list.

## III.D. ESTABLISHING AND MAINTAINING THE WAIT LIST

1. The JCHA will administer wait lists as required by HUD regulations.
2. Applications will be accepted for the purpose of adding applicants to a wait list only when a wait list is open.

a. A wait list may remain open for an indefinite period of time if the number of applicants on the wait list does not exceed the number of applicants needed to fill anticipated vacancies.
b. A wait list may be opened for a defined period of time if the number of people projected to apply within this period exceeds the number of applicants needed to fill anticipated vacancies.
c. No person has a right of entitlement to be listed on a wait list, or to any particular position on the wait list.

3. Applicant names will be removed from a wait list if the applicant fails to respond to attempts made by the JCHA or property manager to contact or communicate with them or at the applicant's request.
4. The JCHA will periodically update each wait list by contacting all applicants in writing. All applicants are responsible for maintaining the accuracy of the personal information provided on his/her application (i.e. applicant must communicate Changes to address, telephone number, family composition, or income). Applicants that fail to update their information during the waitlist update will be removed from the waitlist and are not entitled to a mitigation hearing. JCHA will consider failure to respond to updates based on reasonable accommodation requests.

## III.E. PREFERENCE SYSTEM FOR ADMISSIONS

JCHA will follow the policies outlined below in selecting applicants unless otherwise directed by court orders or consent decrees.

1. Preferences establish the order of applicants on the wait list. An admissions preference does not guarantee admission. Every applicant must still meet JCHA admissions screening criteria before the JCHA will offer a unit.

2. Preferences will be granted to applicants on the wait list who are otherwise qualified and who, at the time of applicant screening, are verified to meet the definitions of the preferences described in this section. The JCHA may limit the number of applicants that qualify for any local preference.

3. If it is determined that an applicant does not meet the criteria for receiving a preference, the applicant will be placed back on the wait list with no preference by the original date of application and the applicant will receive a written notice of this determination. The notice will contain a brief statement of the reasons for the determination and information about how to request a review of the decision with a designee of the JCHA. Denial of a preference does not prevent the applicant from exercising any legal rights if he/she believes discrimination contributed to the JCHA's decision to deny the preference.

4. It is the applicant's responsibility to notify the JCHA of any Change in his/her preference status. If an applicant's preference status changes while on the wait list, the applicant's position on the wait list will be adjusted to reflect the change. The applicant will retain their original date of application when a change is made.

**5. Local Preferences Based on Income Targeting:**

There is one local preference in effect based on ranges of income as required by federal law. Applicants will be grouped as follows:

a. Tier I: Families with incomes between 0 percent and 30 percent of AMI. This group must constitute at least 50 percent of all admissions in any year.
b. Tier II: Families with incomes between 31 percent and 80 percent of AMI. The target for this group is no more than 50 percent of all admissions in any year.

The JCHA will use the above income targeting preferences to achieve a balance of low-income to extremely low-income families to whom it leases.

**6. Ranking Preferences for the Community-wide (Family) and Site-Based Family Property Wait Lists:**

Ranking preferences are used to sort among applicants in the same manner as local preferences. The JCHA has established five hierarchic ranking preferences for the community-wide (family) and site-based wait lists. The preferences are listed, in order, below:

a. **First,** Emergency Applicants who are Victims of Federally Declared Disasters;
b. **Second,** Domestic Violence Victims;
c. **Third,** Veterans, Active or Inactive Military Personnel and Immediate Family Members of both;
d. **Fourth,** Homeless, as defined by HUD under the HEARTH Act definition Number I, with documentation through the City of Jersey City or Jersey City's Continuum of Care-Coordinated Entry System. (see Federal Register/Vol 76, No 233); and
e. **Fifth,** Family Preservation

Families that do not qualify for ranking preferences will be categorized as "no-preference" families.

**7. Definition of Ranking Preferences applicable to the Community Wide (Family) and Site-Based Family Property Wait Lists:**

a. **Emergency Applicants who are Victims of Federally Declared Disasters:** Families or individuals who are displaced from their place of permanent residence due to a federally declared disaster and apply for JCHA housing.

The JCHA will make unit offers to verify victims of federally declared disasters, in accordance with the extent and type of housing resources available at the time of the need. New emergency applicants who are victims of federally declared disasters must qualify for admission to JCHA housing as listed in Part III.

The applicant must supply the documentation within 10 business days of making a request for the preference. Otherwise, the applicant will be removed from the Victims of Federally Declared Disasters preference list.

If the applicant is called for screening and the verification information is older than 12 months, then the applicant will need to provide updated information to receive this preference. Failure to provide this information will result in the applicant being returned to the family wait list without the Victims of Federally Declared Disasters preference.

1. First priority: Individuals and families who were Public Housing Program participants and are victims of a federally declared disaster may receive a unit offer.

2. Second priority: Individuals and families who were not Public Housing Program participants and are victims of a federally declared disaster may receive a unit offer.

If emergency applicants, who are victims of federally declared disasters, arrive without any documentation, the JCHA will obtain the name, SSN, and all signed release and consent forms of the head of household and all family members 18 years of age or older. The JCHA will verify the family's current eligibility by using HUD's Enterprise Income Verification (EIV) system and conducting a criminal/credit check. If the data cannot be verified by HUD's EIV system and through a criminal/credit check, the JCHA may accept alternate documentation that demonstrates participation in the public housing program, participation in the RAD program, participation in the HCV Program or establishes eligibility. JCHA will inform all emergency applicants how to obtain a free copy of their credit check. The JCHA will provide a copy of the criminal background check to any emergency applicant who has been denied eligibility due to criminal activity.

b.**Domestic Violence Victims:** Applicants who can provide documentation that they have been displaced by domestic violence, sexual violence, dating violence, or stalking or need to move from their present housing because of domestic violence, sexual violence, dating violence, or stalking. The terms domestic violence, sexual violence, dating violence, and stalking are explained in detail in the Glossary.

1. Once the preference is requested, the JCHA will place the applicant on the domestic violence preference wait list based on time of request and appropriate bedroom size.

2. The applicant must supply written documentation that he/she has been displaced or needs to move from their present housing because of domestic violence, sexual violence, dating violence, or stalking.

3. The applicant must supply the documentation within 14 business days of making a request for the preference.

4. Failure to provide this information will result in the applicant being returned to the family wait list without the domestic violence preference.

c.**Veterans, Active or Inactive Military Personnel and Immediate Family Members of Both:** An eligible applicant who can document that he/she is a veteran or is the immediate family member6 of a veteran (living or deceased), or is active/inactive personnel of the United States Armed Forces. Immediate family member documentation for preference must show financial support from the veteran while he/she was alive or the immediate family member is presently receiving benefits or financial support from active/inactive personnel.

1. The applicant must supply the documentation at the time of the screening. Failure to provide the documentation within 10 days will result in removal of the veteran's preference.

2. If the applicant is called for screening and the verification information is older than 12 months, the applicant will need to provide updated information to receive this preference. Failure to provide this information will result in the applicant being returned to the family wait list without the preference.

d.**Homeless:** Applicants must meet the following definition in HUD's HEARTH Act, with documentation through the City of Jersey City or Jersey City's Continuum of Care-Coordinated Entry System, individuals and families who lack a fixed, regular, and adequate nighttime residence and includes a subset for an individual who resided in an emergency shelter or place not meant for human habitation and who is exiting an intuition where he or she temporarily resided.

e.**Family Preservation:** Applicants who can document that their child(ren) are at risk of placement outside the household by a recognized agency, such as the New Jersey Department of Children and Family Services (DCF), or by a court because of inadequate shelter or environmental neglect, or whose child(ren) cannot be returned to the home until the family can provide for the child(ren)'s subsistence needs.

**8. Ranking Preferences for Senior Designated Housing Property Site-based Wait Lists:**

a. RAD properties that are designated as senior properties will utilize the Senior Designated Housing Property Site-based wait lists to fill vacant, leasable units.

b. The JCHA has implemented the 2015 Senior Designated Housing Plan (SDHP). Under the current SDHP, all senior buildings are classified as either Traditional Senior Buildings or Reduced Age Senior Buildings. A building is classified a Reduced Age Senior Building on a quarterly basis, if the building has had an occupancy level that has fallen below 90 percent for six consecutive months. A building will return to a Traditional Senior Building if the building maintains a 98 percent occupancy level for one year.

c. Traditional Senior Buildings. At Traditional Senior Buildings applicants must be 60 years old or older to apply and 62 years old or older to be eligible for a unit offer. Ranking preferences are used to sort applicants within the local preference income tiers. The JCHA has established a ranking preference for the Traditional Senior Buildings site-based wait list, which will raise an age eligible applicant to the top of the wait list by date of application. The **highest priority** ranking preference will be available to Emergency Applicants who are Victims of Federally Declared Disasters.

The following preference categories listed below offer a second ranking priority on the waitlist and have the same weight:

i. Domestic Violence Victims;
ii. Elder Abuse Victims: or
iii. Veterans, Active or Inactive Military Personnel and Immediate Family Members of both.
iv. Homeless, as defined by HUD under the HEARTH Act Definition Number I, with documentation through the City of Jersey City or Jersey City's Continuum of Care-Coordinated Entry System. (see Federal Register/Vol 76, No 233).

d. Reduced Age Senior Buildings. At Reduced Age Senior Buildings applicants must be 55 years old or older to apply and 55 years old or older to be eligible for a unit offer. Ranking preferences are used to sort among applicants within the local preference income tiers. The JCHA has established three hierarchic ranking preferences for the Reduced Age Senior Buildings site-based wait list based on age eligibility in an effort to preserve the senior designation of the buildings. The hierarchal ranking preferences are listed, in order, below:

i. **First** to applicants who are 62 and older
ii. **Second** to applicants who are 60-61 years old
iii. **Third** to applicants who are 55-59 years old

In addition to the age eligibility ranking, applicants may request a ranking preference. The highest priority ranking preference will be available to Emergency Applicants who are victims of Federally Declared Disasters.

The following preference categories listed below offer a **second ranking priority** on the waitlist and have the same weight:

i. Domestic Violence Victims;
ii. Elder Abuse Victims: or
iii. Veterans, Active or Inactive Military Personnel and Immediate Family Members of both.
iv. Homeless, as defined by HUD under the HEARTH Act definition Number I, with documentation through the City of Jersey City or Jersey City's Continuum of Care-Coordinated Entry System. (see Federal Register/Vol 76, No 233).

Any age eligible applicant that is an Emergency Applicant of a Federally Declared Disaster, and/or has a Domestic Violence, Elder Abuse Victim or Veteran, or Homeless ranking preference will be prioritized on the wait list by date of application.

e. Senior Buildings With Accessibility Units

Additionally, all senior site-based wait lists accept applications from heads of households who are 55 years old and older who require units with accessible features. These individuals will be given a preference for an accessible unit for the senior site-based wait list in the JCHA's housing management

system. Applicants who are aged 55 -59 and do not require a unit with accessible features will be denied being placed on the senior site-based wait list. In an effort to preserve the senior designation of the buildings, the JCHA follows the hierarchal ranking preferences as listed, in order, below:

i. **First** to applicants who are 62 and older
ii. **Second** to applicants who are 60-61 years old
iii. **Third** to applicants who are 55-59 years old

**9. Definition of Ranking Preferences applicable to Senior Designated Housing Property Site-based Wait Lists:**

a. Emergency Applicants who are Victims of Federally Declared Disasters: Families or individuals where the head of household are age eligible seniors who are displaced from their place of permanent residence due to a federally declared disaster and apply for JCHA senior housing.

The JCHA will make unit offers to verify victims of federally declared disasters, in accordance with the extent and type of housing resources available at the time of the need. New emergency senior applicants who are victims of federally declared disasters must qualify for admission to JCHA housing as listed in III.B.

The applicant must supply the documentation within 10 business days of making a request for the preference. Otherwise, the applicant will be removed from the Victims of Federally Declared Disasters preference list.

If the applicant is called for screening and the verification information is older than 12 months, then the applicant will need to provide updated information to receive this preference. Failure to provide this information will result in the applicant being returned to the senior wait list without the Victims of Federally Declared Disasters preference.

1. First priority: Individuals and families with eligible senior head of household who were public housing residents, RAD PBV, or Housing Choice Voucher (HCV) participants and are victims of a federally declared disaster may receive a unit offer.

2. Second priority: Individuals and families with age eligible senior head of household who were not public housing residents, RAD PBV, or HCV participants and are victims of a federally declared disaster may receive a unit offer.

If emergency applicants, who are victims of federally declared disasters, arrive without any documentation, the JCHA will obtain the name, SSN, and all signed release and consent forms of the age eligible senior head of household and the other family member 18 years of age or older. The JCHA will verify the family's current eligibility by using HUD's Enterprise Income Verification (EIV) system and conducting a criminal/credit check. If the data cannot be verified by HUD's EIV system and through a criminal/credit check, the JCHA may accept alternate documentation that demonstrates participation in the public housing program, the RAD PBV program, or the HCV

Program to establish eligibility. JCHA will inform all emergency applicants how to obtain a free copy of their credit check.

JCHA will provide a copy of the criminal background check to any emergency applicant who has been denied eligibility due to criminal activity.

b. Domestic Violence Victims: Eligible applicants who can document that they have been displaced by domestic violence or need to move from their present housing because of domestic violence. See full definition of domestic violence in Section III.E.8.b.

c. Elder Abuse Victims: Eligible applicants who can document that they are victims of elder abuse. "Elder abuse" refers to any knowing, intentional, or negligent act by a caregiver or any other person that causes harm or a serious risk of harm to an elderly adult. "Abuse" refers to causing any physical, mental, or sexual injury to an eligible adult, including exploitation of such adult's financial resources. Elder abuse also includes self-neglect, which is a condition that is the result of an eligible adult's inability, due to physical or mental impairments, or both, or a diminished capacity, to perform essential self-care tasks that substantially threaten his or her own health, including: providing essential food, clothing, shelter, and health care; and obtaining goods and services necessary to maintain physical health, mental health, emotional well-being, and general safety.

d. Veterans, Active and Inactive Military Personnel and Immediate Family Members of both: An eligible applicant who can document that he/she is a veteran or is the immediate family member of a veteran (living or deceased) or is active/inactive personnel of the United States Armed Forces. Immediate family member documentation for preference must show financial support from the veteran while he/she was alive, or the immediate family member is presently receiving benefits or financial support from active/inactive personnel.

e. Homeless: Applicants must meet the following definition in HUD's HEARTH Act; with documentation through the City of Jersey City or Jersey City's Continuum of Care-Coordinated Entry System, individuals and families who lack a fixed, regular, and adequate nighttime residence and includes a subset for an individual who resided in an emergency shelter or place not meant for human habitation and who is exiting an intuition where he or she temporarily resided.

f. The JCHA will not lower the age for the head of household below 55 at any senior designated housing property

g. Elderly families who do not qualify for this ranking preference will be categorized as no-preference families.

**10. Accessible Units:**
Qualified applicants on the wait list that require an accessible unit will be offered an available vacant accessible unit before it is offered to an applicant who does not need the features of the unit. See Section III.R.S- Accessible Units for the order in which accessible unit offers are made.

## III.F. SCREENING APPLICANTS FOR SUITABILITY

The JCHA will determine an applicant's suitability for tenancy for the type of unit being offered at the time of screening. All applicants will be screened in accordance with HUD regulations and established management practices. Screening will include a criminal background, credit, and residential history check. The JCHA will review an applicant's criminal background from as far back as reasonably necessary for certain crimes.

1. During screening, the JCHA requires applicants to demonstrate their ability to comply with the essential obligations of tenancy and the provisions of the lease, which include:

    a. To pay rent, utilities, and other charges as required by the lease in a timely manner;
    b. To care for and avoid damaging the unit and common areas;
    c. To use facilities and equipment in their intended way;
    d. To create neither health nor safety hazards;
    e. To report damages and maintenance needs;
    f. To not interfere with the rights and peaceful enjoyment of others;
    g. To avoid damaging the property of others;
    h. To not engage in criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, staff, or people in the immediate vicinity;
    i. To not engage in drug-related criminal activity; and
    j. To comply with the program requirements of HUD and the JCHA.

2. The JCHA will determine each applicant family's ability to comply with the essential obligations of tenancy and the provisions of the lease.

3. All applicants and household members aged 18 and over (including live-in aides) will be subject to a criminal/credit background check.

4. The JCHA will conduct a credit check on the applicant head and co-head of household to determine whether the applicant has a history of non-payment of rent or utilities, to verify income information, to determine if the person owes funds to any housing authority for any program, to confirm last place of residency, and to determine whether a criminal background check must be conducted in states where the applicant(s) and household members have resided. JCHA will also perform a credit check on live-in aides for verification of everything listed above except for income information.

5. All adult applicant household members' past two years of residential history, including any lease violations, will be reviewed and verified.

6. All household members, age 18 and over, must sign all consent forms that authorize the JCHA to make necessary inquiries into the applicant's behavior or background as it relates to lease compliance, including the HUD Form 9886A and the JCHA Authorization and Consent Release Form, this includes obtaining arrest, conviction and eviction information in order to determine a pattern of behavior and the likelihood of lease compliance. Failure to sign consent forms, including HUD Form 9886A and the JCHA Authorization and Consent Release Form, will result in the applicant's rejection.

The request for a person's fingerprints will be limited to those situations where there is conflicting information regarding the person's criminal history or when the law enforcement records center requires the fingerprints for positive identification (e.g. multiple individuals with the same name). Failure to meet the requirements of the background check will result in the rejection of the applicant.

## III.G. ADMISSIONS SCREENING CRITERIA

In addition to the eligibility criteria listed in Section Part III: B - Qualifying for Admission Eligibility, the JCHA will use the following screening criteria in this section to determine if an applicant will be accepted or denied for housing. If emergency applicants, who are victims of federally declared disasters, arrive without any documentation, the JCHA will obtain the name and SSN of the head of household. The JCHA will verify the families' current eligibility by using HUD's EIV system and conducting a criminal/credit check. If the data cannot be verified by HUD's EIV system and a criminal/credit check, the JCHA may accept alternate documentation that demonstrates participation in the public housing program, participation in the RAD program, participation in the HCV Programs, or establishes eligibility.

1. An applicant's past performance in meeting financial obligations, especially payment of rent, will be considered.
2. Applicants with a record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety, or welfare of other residents may be denied.
3. Applicants with negative findings from this housing authority, other housing authorities or housing programs will be reviewed. The burden shall be on the applicant to provide evidence to show the negative finding(s) was not the fault of the applicant.
4. Applicants who have been evicted from the JCHA or any other subsidized housing program within the last three years from the date of the eviction for nonpayment of rent will have his/her application denied.
5. Applicants who owe funds to the JCHA or any other housing authority for any program that the JCHA or another housing authority operates may be denied.
6. Applicants who owe funds or judgment debts to a utility company or who cannot obtain utility connections for the specific utility required at a property may be denied.
7. An applicant family who does not meet the age eligibility requirements for senior designated housing stated in Part III.E.9, will not be offered a unit in a senior designated building.
8. Applicants must provide documentation that family members who will reside in the household between the ages of 6 and 17 are enrolled in and will attend school regularly. If regular attendance cannot be verified, the applicant must prove that the child(ren) is enrolled in school and demonstrate an improved attendance record. If a member in the applicant household age 17 is not enrolled in school, the applicant must supply documentation that the child is employed for a minimum of 20 hours per week or otherwise in compliance with the JCHA Work Requirement.
9. Applicants must provide documentation that children aged 13 and under will be adequately supervised when an adult is not present in the unit. (e.g. attending an after-school program while adult family members are at work).
10. Applicants, co-applicants, and all members of the applicant's household age 18 to 54 are subject to the JCHA Work Requirement as outlined in Part V.P. -JCHA Work Requirement Policy Note: Applicants are not eligible for safe-harbor status. Applicants must either be compliant with the JCHA Work Requirement or exempt as outlined in Part V:P- JCHA Work Requirement Policy.

11. If an applicant is contacted for screening and is currently not meeting the work requirement, his/her spot on the list will be deferred. It is the applicant's responsibility to notify the JCHA of any change in his/her working status. Once the applicant becomes compliant with the work requirement, she/he will be placed back on the waitlist for the opportunity to screen for a unit.
12. If a member in the applicant household age 17 is not enrolled in school, the applicant must supply documentation that the child is employed for a minimum of 20 hours per week or otherwise in compliance with the JCHA Work Requirement.
13. The JCHA is required to deny any applicant, for three years from the date of eviction, if any household member has been evicted from any federally assisted housing for drug-related criminal activity. However, the JCHA may admit the household if the JCHA determines that:
    a. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the JCHA; or
    b. The circumstances leading to the eviction no longer exist and the applicant household will not include the household member involved in the drug-related criminal activity.
    c. The applicant household whose head, spouse or household member has such a criminal history unless the applicant can clearly demonstrate additional factors that strongly suggest favorable conduct in the future, e.g., age at time of the arrest and/or conviction, evidence of rehabilitation, or long-term abstinence from criminal conduct.
14. The JCHA is required to deny the application of a household if the JCHA determines that:
    a. Any household member is currently engaging in illegal use of a drug, including the distribution, possession, sale or use of an illegal drug
    b. There is reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
    c. Any household member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of any federally assisted housing;
    d. Any member of the household is subject to a lifetime or any registration requirement under a state sex offender registration program, including the New Jersey State Sex Offender Registration Act; or
    e. Any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
15. Arrest records alone shall not be the sole reason for denying admission to housing. An arrest does not constitute evidence of criminal activity to warrant denial of admission. An arrest, however, may prompt inquiry into the conduct of an individual that upon further review and with sufficient evidence may determine an individual's lack of suitability for assistance. JCHA will ensure that adverse housing decisions based upon criminal activity are supported by sufficient evidence that the individual engaged in such activity. JCHA will use convictions, not arrest records, to determine that an individual has engaged in criminal activity, per guidance from HUD. However, JCHA may deny admission based upon the conduct underlying an arrest if the conduct indicates that the individual is not suitable for assistance and JCHA has sufficient evidence other than the fact of arrest that the individual engaged in the conduct. Conduct, not the arrest, will be the relevant factor for admissions and assistance determination. Reliable evidence of a conviction may be the basis for determining that disqualifying conduct occurred.

16. In addition to the federally required denials for criminal activity, the JCHA will deny applicants if the JCHA can document via police arrest and/or conviction documentation that:
    a. An applicant or household member has ever been convicted of arson or child molestation.
    b. An applicant or household member has ever been convicted of a crime that requires them to be registered under a state sex offender registration program including the State Sex Offender Registration Act.
    c. An applicant or household member has ever been convicted of the manufacture or production of methamphetamine on any federally assisted premises.
    d. An applicant or household member has a criminal history in the past three years that involves crimes of violence to persons or property as documented by police arrest and/or conviction documentation. Crimes of violence to persons or property include, but are not limited to, homicide or murder; destruction of property or vandalism; burglary; armed robbery; theft; trafficking, manufacture, use, or possession of an illegal drug or controlled substance; threats or harassment; assault with a deadly weapon; domestic violence; sexual violence, dating violence, or stalking; weapons offenses; criminal sexual assault; home invasion; kidnapping; terrorism; and manufacture, possession, transporting or receiving explosives.
    e. Any applicant or household member evicted from any housing for drug-related criminal activity is barred for three years from the date of eviction.
    f. Any applicant or household member has been paroled or released from a facility within the last three years for violence to persons or property.
    h. The JCHA may deny admission to applicants who at the time of consideration for admission have a criminal background involving criminal use of weapons.
17. An applicant's intentional misrepresentation or omission of information related to eligibility, income, preference for admission, housing history, allowances, family composition, or rent will result in denial of admission. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
18. Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease, either alone or with assistance.
19. Availability of assistance is subject to verification by the JCHA.

## III.H. SCREENING APPLICANTS WITH MITIGATING CIRCUMSTANCES

1. If information received through screening negatively impacts an applicant's qualification for admission, the JCHA shall consider the time, nature, and extent of the applicant's conduct and any factors that might indicate a reasonable probability of favorable future conduct. Mitigating circumstances must be verifiable to be considered.
    a. The JCHA will consider whether individuals who have engaged in behavior that negatively impacts their qualification for admission can document that they have been rehabilitated.
        i. If the modified consideration is based on the work requirement, the applicant must submit documentation to show if there are any established hours the applicant can work. The amount of hours the applicant is able to work shall be determined by a verified agency and this amount of hours will be the applicant's established work hours for admission. Once housed, continued lease compliance requires re-examination every 180 calendar days, including information about any steps that have been taken to meet the full work requirements established for the property.

b. Applicants are encouraged to inform the JCHA of any history of domestic violence, sexual violence, dating violence, or stalking if the applicant believes it may affect his/her screening.

## III.I. DETERMINATION OF QUALIFICATION FOR ADMISSION

1. Upon verification of applicant information, a final determination of qualification for admission is made.

2. Qualified families will be notified by the JCHA of the approximate date of occupancy insofar as that date can be determined; however, the date stated by the JCHA is an estimate and does not guarantee that applicants will be housed by that date.

3. Unqualified applicants will be sent a notice of denial of admission. The notice will include the basis for such determination and information on the mitigating hearing procedure if the applicant wants to request a hearing. At the mitigating hearing, the applicant can offer information about mitigating circumstances or mistakes in facts used by the JCHA to make the decision. Mitigating hearings can be conducted in person, by telephone or by document submittal based on the circumstances and discretion of the JCHA. Mitigating hearings for applicants are different from the information hearings of the resident grievance process. Applicants are not entitled to use the resident grievance process contained in the JCHA Grievance Procedure for the RAD Program.

4. Qualified applicants with a disability, who fail to meet the screening criteria, will be offered an opportunity to show whether a reasonable accommodation will make it possible for them to be housed in accordance with the admissions screening criteria. Applicants with disabilities are encouraged to present additional information at the initial interview; however, he/she may request an additional meeting to present such information.

## III.J. OCCUPANCY GUIDELINES

Applicants who pass screening and are qualified for housing will be placed on a wait list and assigned a unit size based on the Occupancy Guidelines established in this section. Units shall be occupied by families of the appropriate size. Generally, two people are expected to share a bedroom. Number of Persons

**Number of Persons Per Unit Standard**

| Number of Bedrooms | Min Persons/Unit | Max Persons/Unit |
|---|---|---|
| STUDIO | 1 | 2 |
| 1BR | 1 | 2 |
| 2BR | 2 | 4 |
| 3BR | 3 | 6 |
| 4BR | 4 | 8 |
| 5BR | 5 | 10 |

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

   a. If the applicant or a member of the applicant's household is pregnant, unborn children will be counted in determining unit size when the family supplies documentation of pregnancy.
   b. A single pregnant head of household may agree to share a bedroom with her child(ren) once born, but must agree to occupy the unit until the child turns age two or until the family size increases through birth, adoption, or court awarded custody of a child.
   c. The JCHA will count a child who is temporarily away from the home attending school, so long as the family can document that the child will be living with the family during the summer and vacation months.
   d. The JCHA will not count a child(ren) as living in the household if the parent has lost or terminate parental rights. The family must inform the JCHA of a termination of parental rights within 10 calendar days of the occurrence.
   e. A live-in aide shall not be required to share a bedroom with the head of household. A resident's bedroom size will not be adjusted to accommodate the family members of a live-in aide; a live-in aide's family members cannot cause overcrowding in the unit. If the addition of the live-in aide will not overcrowd the current unit, the JCHA will not increase the bedroom size.
   f. Children who are subject to a joint custody agreement but live with the applicant, at least 51 percent of the time, will be considered members of that household. (51 percent of the time is defined as 183 days of the year, which do not have to run consecutively). Legal certification is required from families who claim joint custody or temporary guardianship.

2. Exceptions to the largest permissible unit size may be made in cases of reasonable accommodations for people with disabilities. In such cases, third-party documentation attesting to the need for additional bedroom size may be deemed necessary on a case-by-case basis. The JCHA reserves the right to perform unit inspections to determine the continuing need for additional bedrooms.

3. When a family applies for housing and the wait list is updated, some families may qualify for more than one-unit size. The JCHA will make a housing offer of the appropriate size unit in accordance with the first unit available and the Number of Persons per Unit Standards. Refusal of a unit offer solely because an applicant is waiting for a larger unit for which they may also qualify is not good cause for refusal.

a. At senior designated housing properties with studio and one-bedroom apartments, applicants must take the first unit offered, regardless of unit size, or refuse it with good cause. Refusal of a unit offer or refusal to be screened for a unit at a particular site without good cause will result in the applicant's name being removed from the wait list.
b. Applicants are responsible for making changes in family composition on their application by informing the JCHA. If a family is offered a unit and they no longer qualify for the unit size, they will be placed on the appropriate list, retaining their preferences and date of application. The timeframe for a unit offer may differ once the family size is updated.
c. The JCHA shall change the family's list when warranted at any time while the family is on the wait list.

d. Units will be leased without regard to race, color, sex, age (when age eligibility is not a factor), familial status, religion, disability, national origin, ancestry, sexual orientation (including gender identity), marital status, housing status, order of protection status, military discharge status or source of income.

## III.K. TENANT SELECTION AND ASSIGNMENT PLAN

The Tenant Selection and Assignment Plan (TSAP) is the JCHA policy that determines how applicants will be placed on the wait list and in what priority applicants will be screened and offered housing. This policy will be applied to all interested households that apply for JCHA housing and for all new applicants selected from any JCHA wait list.

a. Emergency applicants who are victims of federally declared disasters will be offered units on an as needed basis before applicants from the wait list. Applicants from the wait list will be offered units after existing residents receive an offer.
b. Existing residents who are required to move will be processed in accordance with the contracts. Existing residents who are required to transfer by the JCHA will be processed in accordance with the Transfer Policy in Part V: J- Processing Transfers.
c. All unit offers will be made in writing, and the JCHA will not discriminate on grounds of race, color, sex, age (when age eligibility is not a factor), familial status, religion, disability, national origin, ancestry, sexual orientation (including gender identity), marital status, housing status, order of protection status, military discharge status or source of income.

## III.L. ADMINISTERING WAIT LISTS

1. Family Rental Assistance Demonstration (RAD) properties, including those within mixed-income/mixed- finance properties, will be provided names from the community-wide (family) wait list and/or site-based family wait lists as applicable.
2. Senior Rental Assistance Demonstration (RAD) properties will be provided names from the individual site- based wait lists and/or the senior first available wait list as applicable.
3. For the community-wide (family) wait list, marketing, initial application intake, application processing, and wait list management will be performed by the JCHA. Applicant interviews, screening for suitability, eligibility determination, housing offers, and unit assignments will be conducted by the property management company. Property managers are required to report to the JCHA on all outreach efforts to applicants, applicant ineligibility findings, unit offers, assignments, and refusals.
4. For the transfer wait list, resident interviews, eligibility determination, housing offers, and unit assignments will be performed by the receiving property manager. Criminal and credit background screening, transfer processing, and management of the transfer wait list will be performed by the JCHA. Exceptions include emergency transfers that are expedited and completed by the property manager.
5. For the site-based wait lists of family properties (RAD family or mixed-income), marketing, application intake, applicant interviews, screening for suitability, eligibility determination, housing offers, and unit assignments will be completed by the property manager. Application processing as well as wait list management, monitoring, auditing, and maintenance will be

conducted by the JCHA. Property managers are required to report to the JCHA on all outreach efforts to applicants and applicant ineligibility findings, as well as all unit offers, assignments, and refusals.

6. Requests for transfers from existing or pending RAD properties (as noted in Part V:.J-Processing Transfers) to traditional public housing units will be initially reported to the property manager, and managed and processed by the JCHA.
7. For the 50/60 percent AMI wait lists, marketing, initial application intake, applicant interviews, screening for suitability, eligibility determination, housing offers, and unit assignments will be conducted in writing by the property manager. Application processing and wait list management, monitoring, auditing, and maintenance will be conducted by the JCHA. Property managers are required to report to the JCHA on all outreach efforts to applicants and applicant ineligibility findings, as well as all unit offers, assignments, and refusals.
   a. Eligible applicants who qualify under the 50/80 percent AMI wait list but have a household income within the Low Income Housing Tax Credit (LIHTC) limitation of 50/60 percent AMI, are eligible applicants for units created at mixed-income properties with RAD units. LIHTC units have an initial eligibility for occupancy that mandates applicants must have a household income, which does not exceed 50/60 percent AMI threshold, as published by the LIHTC program administered by the City of Jersey City Department of Planning and Development, pursuant to 26 USC § 42. Qualification is both at the time of application and at the time the applicant reaches the top of the wait list.
   b. Applicants who cannot meet the forgoing 50/60 percent AMI criteria at the time of initial screening occupancy will not be eligible for RAD units designated as 50/60 percent AMI units and will be removed from the 50/60 percent wait list. The applicants will retain their original date of application on the applicable wait list.
8. Application updates and wait list withdrawals will be processed by the JCHA.
9. Property managers must report all applicant ineligibility findings as well as all housing offers, unit assignments, and refusals to the JCHA.

## III.M. COMMUNITY-WIDE (FAMILY) WAIT LIST

24 CFR § 1.4(2)(ii)

1. An applicant for a family property, will submit a pre-application for housing to the JCHA through the JCHA site-based wait list portal.
2. The JCHA will maintain the community-wide (family) wait list electronically.
3. It is the applicant's responsibility to contact the JCHA in writing or in-person to update his/her application (e.g. contact information and family composition). Applicants may also update their geographic preference, but will not be permitted to do so while being screened for a housing opportunity by JCHA property management.
4. Applicants will be electronically assigned to a single community-wide (family) wait list in sequence based upon:
   a. Type and size of unit needed (i.e. accessible or non-accessible unit, bedroom size);
   b. Ranking admissions preference, if any;
   c. Date of application; and
   d. Income tier.
5. Refusing a unit without good cause or failing to respond to a unit offer will result in the applicant's name being removed from the wait list.
6. Refusing a unit with good cause will result in the applicant's name being returned to the wait

list with his/her original placement on the wait list. Good cause is determined by the property manager. Examples of good cause include, but are not limited to:

a. An applicant or transferring resident cannot move at the time of the offer and presents verification that acceptance of the offer of a suitable vacancy will result in undue hardship.
b. The unit is not ready for move-in on the date projected for move-in. "Ready for move-in" means the unit has no Uniform Physical Condition Standard (UPCS) deficiencies and is clean.
c. The unit is not accessible to a source of employment, education or job training, children's day care, or educational program for children with disabilities. The location of the unit would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.
d. The family demonstrates that accepting the offer will place a family member's life, health or safety in jeopardy. The family must provide documentation of domestic violence, sexual violence, dating violence, stalking, or hate crimes, and/or other situations of non-random violence that put a resident's life in danger.
e. A health professional verifies at the time of the unit offer with supporting documentation of temporary hospitalization or recovery from illness of the head of household, other household members (each as listed on final application or lease), or live-in aide necessary to the care of the head of household.
f. The unit has lead-based paint and the family has children under the age of seven and/or a household member(s) has a medical condition(s) that could be negatively impacted by living in a unit with lead based paint.
g. The unit is not accessible for a disabled member of the applicant's household.
h. The unit has accessibility features not needed by the applicant household.

## III.N. SITE-BASED WAIT LISTS FOR FAMILY PROPERTIES

1. Applicants are allowed to select one site-based family property waitlist across the family housing portfolio, if available.
2. Applicants are not permitted to change their site selection while being outreached to and screened for a housing opportunity by JCHA property management.
3. Site-based family wait lists will be managed, monitored, audited, and maintained by the JCHA.
4. Applicants will be placed on the wait list for the site and bedroom size selected. Units that become available will be offered to the first eligible family. If the family fails to respond to a unit offer or declines the unit or screening for a unit without good cause, the applicant will be removed from the wait list.
5. Refusing a unit or a screening for a unit with good cause will result in the applicant's name being returned to the wait list with his/her original date of application on the wait list. Good cause is determined by the property manager.
6. Refusal of a unit offer without good cause will result in the applicant being removed from the wait list.

## III.O. SITE-BASED WAIT LISTS FOR SENIOR DESIGNATED HOUSING PROPERTIES

24.CFR § 903.7(b)(2)

1. The JCHA received HUD approval for site-based wait lists at its senior designated housing properties.

2. Applicants are allowed to select one senior designated housing site from the entire senior designated housing portfolio.
3. Applicants are not permitted to change their site selection while they are being outreached to and screened by the property manager at the site. Applicants who reject screening or a unit offer for any reason, including because they prefer a different site, will be removed from the site-based wait list and must reapply.
4. The site-based wait lists for senior designated housing properties will be managed, monitored, audited, and maintained by the JCHA.
5. All senior housing applicants will be placed on the wait list for the site they selected. When a unit becomes available (e.g. studio apartment or a one bedroom apartment), the unit will be offered to the first eligible family. If the family fails to respond to a unit offer or declines the unit or screening for a unit without good cause, including rejection based on unit size, the applicant will be removed from the wait list.
6. Refusing a unit or a screening for a unit with good cause will result in the applicant's name being returned to the wait list with his/her original date of application on the wait list. Good cause is determined by the property manager.

## III.P. TRANSFER WAIT LIST (FOR JCHA PROPERTIES)

1. Residents on the transfer wait list will receive one unit offer. However, multiple unit offers may be made in order to satisfy a reasonable accommodation request.
2. Refusal of or failure to respond to unit offers without good cause or failing to respond to an outreach will result in the resident being removed from the wait list. For resident-initiated transfers, if the unit is refused without good cause, the resident may not reapply for 12 months from the date of the final determination letter.

## III.Q. MAKING UNIT OFFERS

1. Emergency Transfers, Mandatory Administrative Transfers, Voluntary Administrative Transfers and Incentive Transfers take precedence over new admissions from the wait list. Resident-Initiated Transfers will be processed on an ongoing basis in conjunction with new admissions from the wait list.
2. For new admissions, the JCHA will match the next unit available to the highest ranking applicant for a unit by bedroom size, type, and accessible features, if any. Admissions preferences are used to determine the order of selection from the wait list. If two applicants with the same preference status need the same type and size of unit, the applicant with the earliest date of application will be offered the unit.
3. If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that is or will be ready first for move-in. If two units are ready for move-in on the same day, the first unit to be offered will be the first unit that became vacant.
4. An applicant must accept any unit offered within five business days of the date of the unit offer letter (or the date the alternative format of communication designated by an applicant with disabilities was provided).
5. If an applicant refuses a unit offer, the property manager will determine whether the refusal was with or without good cause**.**
6. For the community-wide (family) and site-based wait lists, if the applicant does not respond to the unit offer within five business days, he/she will be removed from the wait list.

## III.R. MIXED-INCOME DEVELOPMENTS UNIT OFFERS

1. Applicants that reach the top of the Community-Wide site-based waitlist will be sent to mixed-income developments for outreach and screening as units become available.
2. The property manager will conduct the outreach and screening activity. Applicants who do not meet the site-specific criteria:
    a. Will be returned to their original place on the wait list;
    b. Will be notified in writing of the right to choose another site for future screening opportunities;
    c. Will not be outreached to for future opportunities at a mixed-income site, unless they affirmatively demonstrate that their circumstances have changed, which cause them to meet the site-specific requirements. It shall be the applicant's sole responsibility to provide information to the JCHA to demonstrate their change of circumstance; or
    d. Will have their name removed from the JCHA community-wide site-based wait list if failure to meet the site- specific criteria was based on negative results to the site's drug- test requirement.
3. The property manager will document the outcome of outreach and screening activities in both the physical file and the housing management system.
4. The JCHA will review documentation in order to approve applicants for move-in.
5. The property manager will make unit offers to applicants approved by the JCHA.
6. The property manager will secure a move-in date for each applicant that accepts a unit offer and provide the JCHA with the move-in dates.

## III.S. ACCESSIBLE UNITS

1. Pursuant to eligibility requirements, the JCHA will offer available accessible units in the following order:
    a. First, to a current qualified resident with a disability living in the same development that requires the special features of the vacant accessible unit and occupying a unit not having those accessibility features;
    b. Second, to a current qualified resident with a disability residing in another development that requires the accessibility features of the vacant accessible unit;
    c. Third, to an eligible, qualified applicant with disabilities on the wait list who requires the accessibility features; and
    d. Fourth, to a non-disabled eligible applicant or resident. The JCHA will require the applicant or resident to execute a lease addendum that requires them to move, at the JCHA's expense, to a non-accessible unit within 30 calendar days of notice by the JCHA if there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit. **24 CFR § 8.27**.

2. The JCHA shall not prohibit a qualified eligible, disabled family from accepting a non-accessible unit for which the family is eligible which may become available before an accessible unit. The JCHA may modify a non-accessible unit as needed as a reasonable accommodation, unless the modification would result in an undue financial and/or an administrative burden.

## III.T. POLICIES

1. All units must be occupied in accordance with a lease that complies with HUD and JCHA policies. The head of household and co-head, if applicable, and the authorized representative of the JCHA, prior to actual admission, shall sign this lease. All resident authorized members of the household with the right to occupy the unit shall be listed on the lease. The lease shall specify the unit to be occupied, the effective date, rent to be charged, utilities, and all other provisions as required by state and federal law, and JCHA policy.
2. Units will be leased without regard to race, color, sex, age (where age eligibility is not a factor), familial status, religion, disability, national origin, ancestry, sexual orientation (including gender identity), marital status, housing status, order of protection status, military discharge status or source of income. **24 CFR § 1.4 and 100.5**.
3. The leasing process for emergency applicants who are victims of federally declared disasters may be amended at any time to respond to the impact of the federally declared disaster.
4. The leased RAD housing unit must be the head of household's permanent and sole domicile. All RAD housing units must be occupied by families whose sole domicile is the RAD housing unit. The JCHA will neither offer nor move a family into a unit that does not meet basic standards of habitability, including HUD occupancy standards.
5. All units must be occupied pursuant to a signed lease that complies with HUD regulations.
6. A lease is executed at the time of admission for all new residents. The lease will include the names of all authorized members bound by the lease. The lease shall be signed by the head and co-head of the household, if applicable, and by the Chief Executive Officer or designee prior to actual move-in. The head of household will receive a new copy of his/her lease.
7. Applicants/Residents shall complete a home maintenance/housekeeping orientation prior to move-in.
8. The resident shall pay a security deposit at the time of leasing. For new residents, the security deposit shall be equivalent to one month's worth of income-based rent. The resident may pay the security deposit in one lump sum or spread it over three payments during the first three months of tenancy. Security deposits will never be less than the minimum rent. Pet deposits are in addition to the security deposit, and must be paid in accordance with Part V:Q R – Pet Policy.
9. Changes in family composition, income, or familial status between the application processing interview and leasing will be processed by the JCHA and/or property management. Changes after leasing will be processed by the property manager, except lease addition requests for live-in aides, residual rights requests for remaining family members, foster children, foster adults, kinship care children, and adults in legally protected relationships, which require submittal to the JCHA for approval prior to moving into the unit. It is the responsibility of the applicant and/or resident to make the JCHA and the property manager aware of any changes in family composition, income, or familial status within 10 calendar days of the occurrence.
10. If, at any time during the term of the lease agreement, a Change in the resident family composition or income results in the need for changing or amending any provision of the lease, either:
    a. A new lease agreement will be executed; or
    b. An appropriate rider will be prepared and made a part of the existing lease.
        i. All copies of such riders or insertions are to be dated and signed by the head of household, and co- head, if applicable, and by the Chief Executive Officer or designee.
11. A new lease is executed when a resident transfers from one JCHA unit to another, even if the

transfer is within the same development, unless a reason prevents the issuance of a new lease, i.e. pending Notice of Termination, court matter or emergency circumstance.

12. If the change in resident status or transfer results in a new lease agreement during the initial year of the RAD transition, the new RAD lease and associated provisions will apply.
13. The JCHA will only supply one subsidy per household. When a court determines the disposition of property between the head or co-head of household in a divorce or separation under a settlement or judicial decree, the JCHA will follow the court's determination of which family member continues to receive assistance. In cases where there is no court determination, the original head of household will retain use of the unit. Such provision only applies to situations involving the approved head and co-head of household.
14. Residents are not permitted to allow boarders to occupy their unit. Violation of this provision is grounds for lease termination.
15. Residents are not permitted to allow former residents who have been evicted from a federally-funded housing program for nonpayment of rent or for criminal activity to occupy their unit. Violation of this provision is grounds for lease termination.
16. Absence policy: Notice is required when all household members will be absent from the unit for over 30 consecutive days. If the entire household is absent beyond 90 consecutive days, JCHA will consider the unit to be abandoned even if the family continues to pay rent and/or utilities. JCHA may require the family to supply information to verify absence or residency in the assisted unit. Exceptions will be made for instances related to reasonable accommodations or VAWA.

### III.U. SHOWING UNITS PRIOR TO LEASING

1. Applicants shall have an opportunity to view the unit they will be offered, a model of the unit or a unit of similar bedroom size before they accept a unit offer and lease a unit.

## PART IV: RENT AND INCOME PROVISIONS

### IV.A.

This part establishes the applicable policies for rent and income determination under RAD, including rent adjustments, reexamination information, flat rents and utility allowances.

### IV.B. DETERMINING INCOME AND RENT

1. Income verification is conducted by the JCHA during admissions, interim re-examination, and scheduled re-examinations. The JCHA uses all available resources to obtain an accurate representation of a resident's annual income. **24 CFR § 5.609.**
   a. All sources of income must be reported to the JCHA. The JCHA will then make the final determination of what is included and excluded in the computation of annual income. The JCHA adopts the definition of annual income provided by HUD, which is stated below.
   b. Income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of initial determination or re-examination of income, exclusive of income that is temporary, non- recurring, or sporadic as defined below, or is specifically

excluded from income by other federal statute. Annual income includes but is not limited to:

i. The full amount, of wages and salaries, before any payroll deductions, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

ii. The net income from the operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in Internal Revenue Service regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business.

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 the straight-line depreciation of real or personal property is permitted.

Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.

iv. If the family has net family assets in excess of $100,000, 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.

1. JCHA will accept a family's declaration of the amount of assets of less than $50,000, and the amount of income expected to be received from those assets. The JCHA's application and reexamination documentation, which should be signed by all adult family members, can serve as the declaration. Where the family has net family assets equal to or less than $50,000, JCHA will continue to request supporting documentation (e.g. bank statements) from the family to confirm the assets or the amount of income expected to be received from those assets. Where the family has net family assets in excess of $50,000, JCHA will obtain supporting documentation (e.g. bank statements) from the family to confirm the assets. Any assets will continue to be reported on HUD Form 50058.

v. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts. (See B.14. below for treatment of delayed or deferred periodic payment of Social Security or Supplemental Security Income (SSI) benefits.)

vi. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, see B.3. below concerning treatment of lump-sum additions as family assets.)

vii. All welfare assistance payments, such as TANF and General Assistance, received by or on behalf of any family member.

viii. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members.

ix. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See B. 7. below concerning pay for exposure to hostile fire.) **Excluded Income 24 CFR § 5.609**.

x. JCHA may not rent a dwelling unit to or assist families with net family assets exceeding

$100,000 annually (adjusted for inflation) or an ownership interest in property that is suitable for occupancy. This restriction does not apply to victims of domestic violence, individuals using housing assistance for homeownership opportunities, or a family that is offering a property for sale. JCHA requires applicants to authorize financial institutions to disclose records necessary to determine eligibility for benefits.

c. JCHA will not verify full excluded income nor report it on the 50058. Annual income does not include the following:

i. Income from the employment of children (including foster children) under the age of 18.
ii. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone).
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, one-time lottery winnings, and settlement for personal property losses. (However, see paragraphs A.5. and A.6. above if the payments are or will be periodic in nature.) (See B.14. below for treatment of delayed or deferred periodic payments of Social Security or SSI benefits.)
iv. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
v. Income of a live-in aide provided the person meets the definition of a live-in aide (See the glossary for the definition of a live-in aide.).
vi. The full amount of student financial assistance, including mandatory fees and charges (in addition to tuition paid directly to the student or the educational institution.
vii. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
viii. Certain amounts received that are related to participation in the following programs:
    1. Amounts received under HUD funded training programs (e.g. Step-up program. Excludes stipends, wages, transportation payments, and childcare vouchers, etc. for the duration of the training.);
    2. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of SSI and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
    3. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) to allow participation in a specific program;
    4. A resident services stipend, which may not exceed $200 a month, received by a JCHA resident for performing a service for the JCHA, on a part-time basis, that enhances the quality of life in JCHA housing. Such services may include but are not limited to: fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time. If the amount of the stipend exceeds $200 a month then the entire stipend will be counted as income; and
    5. Incremental earnings and/or benefits resulting to any family member from

participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the JCHA.

ix. Temporary, non-recurring, or sporadic income (including gifts).

x. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

xi. Earnings in excess of $480 annually for each full-time student age 18 and over (excluding the head of the household and spouse).

xii. Adoption assistance payments in excess of $480 annually per adopted child.

xiii. The incremental earnings and benefits to any resident: (1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; (2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or (3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period. For purposes of this paragraph, the following definitions apply:

1. State-funded assistance, benefits, or services means any state program for TANF funded under Part A of Title IV of the Social Security Act, as determined by the JCHA in consultation with the local agencies administering TANF and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least $500.
2. During the 12-month period, beginning when the member first qualifies for a disallowance, the JCHA must exclude from annual income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
3. Regardless of how long it takes a resident to work for 12 months (to complete the first exclusion or the second 12 months (to qualify for the second exclusion), the minimum period for the disallowance (exclusion) is 24 months.
4. The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than what would be earned working 10 hours per week at minimum wage, under which they qualify as unemployed).

xiv. Deferred periodic payments of SSI and Social Security benefits that are received in a lump sum payment.

xv. 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.

xvi. Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

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 the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.) The following is a list of benefits excluded by other federal statute:

1. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977; 7 **USC 2017 (h)**. and
2. Payments to volunteers under the Domestic Volunteer Service Act of 1973; 42 **USC 5044(g), 5088**. Examples of programs under this Act include, but are not limited to:
   - **i.** The Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
   - **ii.** National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs; and
   - **iii.** Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
3. Payments received under the Alaska Native Claims Settlement Act; 43 **USC 1626(a)**.
4. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes; **25 USC 459(e)**.
5. Payments or allowances made under the Department of Health and Human Services Low- Income Home Energy Assistance Program (LIHEAP); **42 USC § 8624 (f)**.
6. Payments received under programs funded in whole or in part under the Job Training Partnership Act; **29 USC § 1552(b)**.
7. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; P**. L. 94-540, 90 State 2503-04.**
8. The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims **25 USC § 1407-08**, or from funds held in trust for an Indian Tribe by the Secretary of Interior; and **25 USC § 117b, §1407**.
9. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal Work-Study program or under the Bureau of Indian Affairs student assistance programs: **20 USC § 1087(u)**.
10. Payments received from programs funded under Title V of the Older Americans Act of 1965:
    **42 USC § 3056(F)**.
11. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;
12. Payments received under Maine Indian Claims Settlement Act of 1980; P.L**. 96-420, 94 Stat. 1785**.
13. The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990; 42 **USC 9858(q)**.
14. Earned income tax credit refund payments received on or after January 1, 1991; 26

**USC 32 (j)**.

15. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
16. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;
17. Any allowance paid under the provisions of **38 USC §1805**. to a child suffering from spina bifida who is the child of a Vietnam veteran;
18. Any amount of crime victim compensation received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and
19. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

2. **Anticipating Annual Income 24 CFR§ 5.609(d)**.
   a. If it is not feasible to anticipate income for a 12-month period, the CHA may annualize the income anticipated for a shorter period of time subject to an interim adjustment at the end of the shorter period. This includes all income and wages that are not received on a consistent basis.

3. **Adjusted Income 24 CFR § 5.611**.
   a. Income-based rent is calculated using adjusted income. Adjusted income is annual income minus the following deductions and exemptions:
   b. For All Families:
      i. Child Care Expenses: A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which annual income is computed, but only when such care is necessary to enable a family member to be gainfully employed, to seek employment, or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed:
      ii. The amount of income earned by the family member released to work; or
      iii. An amount determined to be reasonable by the JCHA when the expense is incurred to permit education or to seek employment.
      iv. Dependent Deduction: An exemption of $480 annually for each member of the family residing in the household (other than the head of household or spouse, live-in aide, foster adult, or foster child), who is age 18 or under, is age 18 or over and disabled, or is a full-time student. If parents share joint custody of a child and both parents live in CHA housing, the dependent deduction will be applied in accordance with a court-ordered determination or mutual written agreement on how to split the deduction.
      v. Work-related Disability Expenses: A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit any family member, including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.
      vi. Equipment and auxiliary apparatus may include, but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. The annualized cost differential

between a car and the cost of a van required by the family member with disabilities is also included.

vii. For non-elderly families and elderly or disabled families without medical expenses, the deduction equals the cost of all unreimbursed expenses for work-related disability expenses minus three percent of annual income, provided the amount calculated does not exceed the employment income earned.

viii. For elderly or disabled families with medical expenses, the deduction equals the cost of all unreimbursed expenses for work-related disability expenses minus three percent of annual income (provided the amount calculated does not exceed the employment income earned) plus medical expenses as defined below.

c. For Elderly and Disabled Families Only: These deductions will only apply when the elderly or disabled individual is the head of household, co-head or spouse.

i. Medical Expense Deduction: A deduction of unreimbursed medical expenses, including insurance premiums, anticipated for the period for which annual income is computed.

1. Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. The expenses claimed must be verifiable to be considered by the JCHA for the purpose of determining a deduction from income.

a. For elderly or disabled families without work-related disability expenses, the amount of the deduction shall equal total medical expenses less three percent of annual income.

b. For elderly or disabled families with both work-related disability expenses and medical expenses, the amount of the deduction is calculated as described in B.8 above.

2. Elderly/Disabled Household Exemption: An exemption of $525 per household.

3. Optional Deductions/Exemptions: The JCHA may amend this policy and grant further deductions. Any such deduction would be noted here. HUD does not increase operating subsidy to offset additional deductions.

4. **Computing Income-Based Rent 24 CFR § 5.628**.

a. The RAD Program only allows Residents to pay Income-Based Rent.

b. The first step in computing income-based rent is to determine each family's Total Tenant Payment (TTP). TTP is the higher of 30 percent of adjusted monthly income **or** 10 percent of gross monthly income.

c. Minimum TTP: The minimum TTP shall be $50 per month. Whenever the TTP calculation results in an amount less than $50, the JCHA will impose a TTP of $50.

d. If the family is occupying a unit that has resident-paid utilities, a utility allowance is subtracted from the TTP.

e. If the result of this computation is a positive number, then the amount is Tenant Rent.
f. If the TTP less the utility allowance is a negative number, the result is a utility reimbursement, which may be paid directly to the utility provider by the JCHA pursuant to
g. In developments where the JCHA is responsible for providing the utility, Tenant Rent equals TTP. **24 CFR § 5.634**.
    i. If the JCHA is responsible for providing all utilities and the Minimum TTP is applicable, the Minimum TTP is the Income-Based Rent.
h. In developments where the JCHA is responsible for providing the utility, Tenant Rent equals TTP. **24 CFR § 5.634**.
    i. If the CHA is responsible for providing all utilities and the Minimum TTP is applicable, the Minimum TTP is the Income-Based Rent.
i. Minimum Rent Hardship Suspension/Exemption **24 CFR § 5.630**.
    i. A minimum rent hardship exemption shall be granted to residents who can document that due to a financial hardship they are unable to pay the minimum rent. Examples of financial hardship for which a family would qualify for an exemption of minimum rent include, but are not limited to:
        1. The family has lost eligibility for or is applying for an eligibility determination for a federal, state or local assistance program;
        2. The family would be evicted as a result of being unable to pay the minimum rent;
        3. The income of the family has decreased because of changed circumstances, including loss of employment; or
        4. A death occurred in the family.
            i. If a family paying minimum rent requests a hardship exemption, the JCHA must suspend the minimum rent, effective the following month. The JCHA may not evict the family for non-payment of the minimum rent for 90 calendar days following the request for the hardship exemption.
            ii. The suspension of minimum rent continues until the JCHA determines whether or not the hardship is short-term (lasting less than 90 calendar days) or long term (lasting 90 calendar days or more).
            iii. If the JCHA determines that a qualifying financial hardship is temporary, the JCHA will not impose the minimum rent during the 90-day period beginning the month following the date of the family's request for hardship exemption. At the end of the 90-day suspension period, the JCHA will reinstate the minimum rent from the beginning of the suspension. The family will be offered a reasonable repayment agreement, on terms and conditions established by the JCHA for the amount of back rent owed by the family.
            iv. If the JCHA determines that the qualifying financial hardship is long-term, the family will be exempt from minimum rent until the hardship ceases. The resident will not be required to repay the suspended minimum rent.
            v. Exemption from minimum rent does not mean the family does not have to pay rent. The family is required to pay the greater of 30 percent of adjusted monthly income or 10 percent of gross monthly income when that amount is less than the minimum rent.

i. Repayment Plans
    i. The resident and the JCHA may enter and agree to one rent repayment plan in any consecutive 12-month period. The repayment plan may not result in the TTP being more than 40 percent of the adjusted monthly income.
    ii. The resident may be required to make a minimum deposit of 50 percent of the past due debt in order to sign a repayment plan and be lease compliant.

## IV.C. -EXAMINATIONS OF INCOME AND FAMILY CIRCUMSTANCES

1. After initial occupancy, the JCHA must re-examine a family's eligibility for continued occupancy. Residents must provide documentation of family composition, income, and assets. At the time of re- examination, income, employment, allowances, Social Security numbers, and any additional data deemed necessary will be verified. Verified information will be analyzed and a determination made with respect to: the eligibility of the household for continued occupancy; the eligibility of an individual as a remaining family member; the appropriate unit size for the family; and the amount of rent the family should pay.
2. Residents occupying JCHA housing at the time of the initial RAD transition will not be subject to rescreening solely due to the conversion. Conditions existing at the time of the RAD transition will be grandfathered until the next regularly scheduled re-examination.
3. If a family's TTP has risen to a level that is equal or greater than the gross rent for a given RAD PBV unit and remains there for 180 consecutive calendar days, the family's assistance terminates automatically. Upon termination, the tenant rent paid will be the lesser of 1) the family's TTP or 2) any applicable maximum rent under LIHTC regulations. It is the family's responsibility to report any changes in circumstances that would cause the assistance to rise above zero before the expiration of the 180-day period.

   For pre-conversion families residing in properties that were previously public housing, including traditional senior buildings; public housing units within mixed-income developments; and legacy public housing sites such as Horner, Lathrop and that have transitioned to Project-Based Voucher units under RAD, assistance is recoverable and will be restored when the family's TTP falls below the gross rent. This exception is granted once; afterwards, normal PBV regulations shall apply.

## IV.D. FOR CONTINUED OCCUPANCY

1. Residents must meet the following criteria in order to be eligible for continued occupancy:
    a. Qualify as a family as defined in the Glossary of Terms of this policy;
    b. Maintain full compliance with the resident obligations and responsibilities as described in the JCHA Residential Lease Agreement for the RAD Program;
    c. Have Social Security numbers for each family member or have signed certifications under penalties of perjury for any family member who indicates they do not have a Social Security number; 24 **CFR § 5.216**. Leaseholders who are 62 years of age or older and had not previously disclosed a valid SSN as of January 31, 2010, are exempt. This exemption continues even if the individual moves to a new assisted unit.

d. Meet HUD standards for citizenship or eligible immigration status or are paying a pro-rated rent; **24 CFR § 5.500**.

e. Maintain compliance with or provide documentation of exemption from the JCHA Work Requirement (Section V.P) or Community Service Requirements/Economic Self-Sufficiency Programs, (Section IV.J.); and

f. Not be over 80 percent of the AMI. The JCHA may not evict a family for being over the income limit for RAD PBV housing if the family currently receives an earned income disallowance or has a valid contract for participation in a Family Self-Sufficiency (FSS) Program.

*g.* When a resident's income is over 120% of the AMI for two consecutive years, the JCHA will inform the resident and the over income resident will be: (1) charged the greater of the fair market rent or the government subsidy of the unit, or (2) will be evicted. The JCHA will not evict a family for being over the income limit if the family currently receives an EID or has a valid contract for participation in a FSS Program. *(Pending final rule making from HUD).*

h. Continue to otherwise meet eligibility requirements for the housing program and any site- specific eligibility requirements.

2. All adult household members, including live-in aides, must pass a criminal background check. If any adult member of the household fails to pass the criminal background check during re- examination, the JCHA may begin lease termination against the entire household. The JCHA shall provide the resident with a copy of the background information used to make the determination to terminate the lease.
3. All children in the household between the ages of six and 17, are required to attend school on a regular basis, in accordance with local school board policies and state law. Residents shall provide the JCHA with releases and authority so that the JCHA can inquire into the attendance of any school aged child between the ages of six and 17.
4. Residents may be required to prove through documentation that children aged 13 and under participate in daycare, after school programs, or are otherwise adequately supervised when school is not in session.
5. A resident must continue to demonstrate suitability based on satisfactory behavior as a renter including but not limited to: housekeeping performance; good payment records for rent; other charges and utilities; satisfactory record of lease compliance; and an acceptable criminal background record as a law-abiding member of society. Residents found to be ineligible during re- examination will be subject to lease termination.

## IV.E. RE-EXAMINATIONS

1. The JCHA will ensure that the regular re-examination for each family is completed as follows:

| Frequency | Population |
|---|---|
| Annual | Families participating in the Homeownership Program, receiving zero income, or any family member enrolled in Earned Income Disallowance (EID). |
| Biennial | Families with an income-based rent. |
| Triennial | Families where all members are either elderly and/or disabled (with fixed incomes). |

2. During the regularly scheduled re-examination, the JCHA will re-examine the family composition, the JCHA Work Requirement or Community Service Requirements/Economic Self-Sufficiency Programs requirements (where applicable) and income of all resident families.
3. The re-examination process shall begin 120 days prior to the expiration of the lease. In the case of a resident transfer, the anniversary date (lease date) for the resident becomes the first day of the month after the transfer.
   a. Re-examination must be completed before the expiration of the lease. The resident may be terminated for failure to comply with re-examination notices. If the resident comes in for re- examination once termination has started, the termination process will continue until the re- examination is complete.
4. The resident shall sign a personal declaration form to certify the validity and completeness of the documents provided during the re-examination process. All members, age 18 and over, of the resident household must sign all consent forms that authorize the JCHA to make necessary inquiries into the resident and household members' behavior or background as it relates to lease compliance. This includes obtaining arrest and eviction information in order to determine a pattern of behavior and the likelihood of lease compliance. Failure to sign all consent forms, including HUD Form 9886 and the JCHA Authorization and Consent Release Form, will result in the resident's lease termination.
5. All information in a resident file must be verified. As part of the verification process, all adult members of the resident's household must: (1) sign all consent/release forms, including HUD Form 9886; (2) complete all relevant paperwork; and (3) return all documentation required to complete the verification process. Verifications are considered in a hierarchy:
   a. UIV/EIV (for income-related matters);
   b. Third-party written verification (tenant provided documentation);
   c. Third-party verification form;
   d. Third-party oral verification; and
   e. Resident Self-Certification.

6. The JCHA or property manager shall document the steps taken to obtain information through the verification process before proceeding to next level of the hierarchy.

7. When it is not possible to estimate family income accurately at re-examination, a temporary determination will be made. The JCHA may use the annualized income anticipated for a shorter period, subject to an interim adjustment at the end of the shorter period. 24 CFR § 5.609(d).
8. Streamlined income determinations may be conducted for any member of a household with a fixed source of income. If a resident has both fixed- and non-fixed sources of income, the non-fixed income will remain subject to third-party verification.
    a. Fixed-income includes income from:
        i. Social Security payments, to include Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI);
        ii. Federal, state, local, and private pension plans; and
        iii. Other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic payments.

    b. The streamlined income determination will be made by applying a verified a cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount.
9. Zero Income Family Certification: Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every 180 calendar days until they have a stable income. A monetary or non-monetary contribution from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income. 24 CFR § 5.609.
10. If the JCHA is in the process of terminating the lease of a resident when the resident is scheduled for re-examination, the re-examination will be completed, but a new lease will not be executed.
    a. If the JCHA prevails in the lease termination action, a new lease will not be executed and the resident will be evicted.
    b. If the resident prevails in the lease termination action, a new lease will be executed.
11. If any adult member of the household fails to pass the background check during re-examination, the JCHA will begin lease termination. If the resident prevails in the lease termination action and there has been no recent criminal activity, a new lease will be executed.
12. At any time a resident may request an interim re-examination, and the JCHA shall provide one. An interim re-examination shall be conducted whenever there is a change in family composition.
13. JCHA may not rent a dwelling unit to or assist families with net family assets exceeding $100,000 annually (adjusted for inflation) or an ownership interest in property that is suitable for occupancy. This restriction does not apply to victims of domestic violence, individuals using housing assistance for homeownership opportunities, or a family that is offering a property for sale. JCHA requires applicants to authorize financial institutions to disclose records necessary to determine eligibility for benefits.

## IV.F. ACTION FOLLOWING RE-EXAMINATION

1. Failure to complete re-examination is a serious lease violation and grounds for lease termination.
2. If a change in the unit size is required, the resident will be placed on a transfer wait list in accordance with the transfer criteria described in this policy and moved to an appropriate unit when one becomes available. Failure by a resident to comply with a mandatory administrative transfer is cause for lease termination.
3. If there is any change in rent, the lease will be amended during the interim re-examination or a new lease will be executed during the annual re-examination, and a Notice of Rent Adjustment will be issued prior to the effective date of the rent adjustment. The Notice of Rent Adjustment will include the current rent, the new rent, the date when the new rent takes effect, the reason for the rent adjustment, and information regarding the resident's right to request an informal hearing if he/she disagrees with the new rent.
4. Residents transitioning from flat rent to income-based rent that experience a monthly increase in rent of more than 10% or $25 (whichever is greater) solely due to the RAD transition will have rent increases phased in over a three (3) year period.

**Three Year Phase-in Process:** The method below explains the set percentage-based on the three-year phase-in period. For purposes of this section "standard TTP" refers to the TTP calculated in accordance with regulations at 24 CFR §5.628 and the "most recently paid TTP" refers to the TTP recorded on line 9j of the family's most recent HUD Form 50058. If a family in a project converting from Public Housing to PBV was paying a flat rent immediately prior to conversion, the PHA should use the flat rent amount to calculate the phase-in amount for Year 1, below.

- **Year 1:** Any recertification (interim or annual) performed prior to the second annual recertification after conversion- 33% of difference between most recently paid TTP and the standard TTP.
- **Year 2:** Annual Recertification and any Interim Recertification prior to Year 3 annual recertification – 66% of difference between most recently paid TTP and the standard TTP.
- **Year 3:** Annual recertification and all subsequent recertification's –Full standard TTP.

Once the tenant's Total Tenant Payment (TTP) is calculated as equal to or less than the previous Total Tenant Payment (or flat rent, if in Year 1 of the phase-in), the phase-in ends, and the tenant will pay full TTP from that point forward.

For example, if a tenant's monthly rent is $100 pre-conversion and would be $130 post-conversion (an increase greater than 10% and greater than $25), the $30 increase could be phased in by $10 (one-third) per year for three years. The tenant's monthly rent would be $110 for the first year. In the second year, the tenant's monthly rent would be the lesser of $120 or the appropriate rent based on the tenant's recertified income (if the tenant's income decreases, the phase-in would be considered completed). In the third year, the tenant's monthly rent would be the lesser of $130 or the appropriate rent based on the tenant's recertified income.

JCHA will give the tenant the required 30-day advance notice of any increase in the TTP or tenant rent.

## IV.G. UNIT MAINTENANCE AND INSPECTIONS

1. Residents are responsible for maintaining their unit in a safe, decent and habitable condition. Housekeeping, cleaning, and/or maintenance of resident's assigned areas (e.g. yards, porches, etc.) are also the responsibility of the resident and his/her household.
2. Property management will conduct inspections to ensure that residents are maintaining their units and assigned areas in safe and sanitary conditions. Residents will not be held responsible for normal wear and tear.
3. Annual inspections will be conducted for all units. Residents will be notified at least 48 hours in advance. The JCHA shall inspect the condition of the dwelling unit, the equipment within, and any areas assigned to the resident for upkeep. The JCHA will use all inspections to assess the resident's compliance with housekeeping standards and overall care of the dwelling unit and equipment in accordance with the Lease. The JCHA will provide the resident with a written statement regarding dwelling unit conditions, and the JCHA shall request work orders for all items found to be in disrepair.
4. If the JCHA detects any housekeeping problems, the JCHA will notify the resident in writing of the housekeeping violations, identify the measures and time period necessary to cure the unsatisfactory conditions, and conduct an interim inspection.
    a. The JCHA reserves the right to document all inspections and observed deficiencies.
    b. Any resident found to be in violation of JCHA or property management housekeeping standards will be required to complete the home maintenance/housekeeping orientation again.
    c. In addition to repeating the home maintenance/housekeeping orientation, residents will be fined in accordance with the charge sheet for repairs and maintenance.
5. The JCHA will give the resident 30 calendar days to cure housekeeping violations. The JCHA will conduct an interim inspection at the end of the 30-day cure period as a follow up to any housekeeping violations found during the annual inspection and to measure corrections to any identified unsatisfactory conditions and progress toward resolution of the problem. If the housekeeping violation has not been resolved at the end of the 30 calendar days or the established cure time period, the JCHA may proceed with lease termination.
6. Property management may conduct additional, more frequent housekeeping inspections of residents with histories of poor housekeeping. Residents will receive at least 48 hours' notice that such inspection will take place.
7. Property management may conduct inspections of units where an extra bedroom has been granted in order to reasonably accommodate a resident or family member's verifiable disability. Management will inspect to see that the extra rooms are being utilized in accordance with the documented reason for the accommodation (e.g. a live-in aide, large hospital bed, breathing apparatus, mobility aides, etc. are housed within the room). If the extra bedroom is not being used in accordance with the documented reason for the accommodation, the resident may be subjected to lease termination.

## IV.H. EFFECTIVE DATE OF RENT ADJUSTMENTS

1. Timely Reporting (Within 10 calendar days of the occurrence):
   a. Decreases in rent - First day of the month after the decrease in income is first reported to the property manager. Income decreases reported or verified after the tenant accounting cut-off date will be effective on the first of the second month with a credit retroactive to the first month.
   b. Increases in rent not due to misrepresentation or omission – Require a 30-calendar day notice to the resident and become effective the first day of the second month following the increase in income.
2. Late Reporting (After 10 calendar days of the occurrence):
   a. Decreases in rent - The household is not entitled to a rent credit for any prior monthly rent before the decrease in income is reported to the property manager. Any applicable earned income disallowance period will occur, whether the rent adjustment is reported in a timely manner or not.
   b. Increases in rent - The household will receive a charge for the prior months that were affected by the increase. The rent increase should be manually calculated starting from the first day of the second month following the increase in income. All prior charges are posted manually on the tenant ledger.
3. A misrepresentation or omission may be grounds for lease termination and eviction.

## IV.I. REMAINING FAMILY MEMBERS

1. If the head of household dies or leaves the unit without housing subsidy assistance (e.g. institutionalization, forming a new household in unsubsidized housing, etc.), continued occupancy by remaining family members may be permitted only if:
   a. The family reports the death or departure of the head of household within 30 calendar days of the occurrence;
   b. The family member requesting to become the new head of household is age 18 years or older, has lived in the unit as an authorized family member on the Lease for a minimum of three consecutive years (36 months), has not had any unauthorized extended absences. There are no rent and/or criminal activity violations and passes applicant screening; and
   c. The new JCHA-approved head of household signs a new lease.
2. The new head of household will be held responsible for rent arrearages, unless the arrearage occurred before the new head of household turned age 18.
3. At JCHA's sole discretion, in senior designated housing only, exceptions may be made in instances where there is an elderly remaining family member who has not resided in the unit for at least three consecutive years (36 months).
4. Household members (live-in aides, live-in aides' family members, foster children, and foster adults) do not have rights as remaining family members to become the head of household. If no authorized remaining family members are eligible to assume the head of household role the household members must vacate the unit within 30 calendar days. Live–in aides do not have any continued occupancy rights if the person who they cared for died or left the unit, even if the live-in aide was a family member prior to becoming a live-in aide. If a Live-in aide or foster adult is allowed to bring additional household members with them to the unit (i.e. spouse, partner, children), such persons similarly do not have rights as remaining family members to become head of household or obtain any public housing and/or RAD program benefits

5. Remaining family members, who are non-elderly and were residing in senior designated housing properties on the date of the FY2005 designation, may continue to remain in their unit if the elderly family's head of household, co-head of household, or spouse passes away. If he/she wishes to add a non-elderly person to the household or upon request, the JCHA will transfer the non-elderly remaining family member to a family property.
6. When a head of household leaves a household with children or adults with a disability who cannot assume the role of the head of household, and there is no remaining family member to assume the head of household role, the lease will be terminated. Subject to program eligibility and voucher availability, the JCHA may offer either a HCV, a public housing or RAD unit to a permanent legal custodial guardian.
    a) The permanent legal custodial guardian will be required to document that he/she has been awarded permanent legal custodial guardianship.
    b) The permanent legal custodial guardian may be held responsible for rent arrearages incurred by the former head of household and/or co-head of household on a case-by-case determination.

## IV.J. COMMUNITY SERVICE AND ECONOMIC SELF-SUFFICIENCY REQUIREMENT

1. The JCHA works to assist residents in moving toward economic self-sufficiency. In support of this goal, the JCHA requires that all residents and adult authorized members of the household who are not exempt from the JCHA Work Requirement perform eight hours per month of community service or participate eight hours a month in an economic self-sufficiency program. The requirement can also be met by a combination of eight hours of community service and participation in an economic self- sufficiency program. This requirement is known as the Community Service and Economic Self- Sufficiency Requirement.
2. Residents and adult authorized members of the household up to 54 years of age who are in compliance with the JCHA Work Requirement, are in compliance with the Community Service and Economic Self- Sufficiency Requirement. Residents and adult authorized members of the household deemed eligible for Safe Harbor within the JCHA Work Requirement (Section VIII) must satisfy the Community Service/Economic Self-Sufficiency Policy.
    a. Residents and adult authorized members of the household 55 to 61 years of age who are exempt from JCHA's work requirement are NOT exempt from the Community Service and Economic Self-Sufficiency Requirement.
3. At least eight hours of activity must be performed each month. An individual should not skip a month and then double up the following month, unless special circumstances warrant special consideration.
4. A total of 96 hours per year is required by each non-exempt resident and adult authorized member of the resident's household.
5. Compliance with community service activities is monitored on an annual basis. If a resident fails to comply with their responsibilities, the property manager will begin lease termination.

6. Types of Service
   a. Community Service includes, but is not limited to, volunteer work:
      i. At a local institution such as a school, community center, hospital, nursing home, homeless shelter, foodbank hospice, etc.;
      ii. With a non-profit organization, such as the Boy Scouts, Girl Scouts, Boys or Girls Club, Big Brothers or Big Sisters etc.;
      iii. With a community arts program involving performing arts, fine arts, visual arts, etc.;
      iv. With any program funded under the Older Americans Act;
      v. With service programs sponsored by churches, which do not involve religious education, recruitment or the practice of religion;
      vi. At a JCHA property to help with children or senior programs;
      vii. Through the Local Advisory Council (LAC) to help residents, serving as an officer in a LAC, or serving on the Central Advisory Council (CAC) or Resident Advisory Board; and
      viii. Care for the children of other residents, so that they may fulfill their JCHA Work Requirement or Community Service Requirement.
   b. Political activities are excluded from community service.
   c. Volunteer work activity does not involve payment to the participant and must not take the place of work performed by paid employees.
   d. Economic Self-Sufficiency activities are programs and classes that work toward economic and social independence. Such activities include, but are not limited to:
      i. Job readiness, job training, or skills training programs;
      ii. Higher education (junior college or college), vocational education, or GED classes;
      iii. Verifiable job search activities or apprenticeship programs;
      iv. Substance abuse or mental health counseling;
      v. English proficiency or literacy (reading) classes;
      vi. Parenting classes or budgeting and credit counseling; and
      vii. Activities required by the Department of Public Assistance as part of welfare reform.
   e. The economic self-sufficiency hours will count toward the eight hour per month requirement and will only count hours when a non-exempt adult is actually attending class or engaged in job training. The required hours will not include time in transit.

Community service and economic self-sufficiency activities can be performed within or outside the neighborhood.

7. A resident or adult authorized member of the household is exempt from the Community Service and Economic Self-Sufficiency Requirement when such member:
   a. Is 62 years of age or older;
   b. Is blind or disabled as defined under 216(i)(1) or 1614 of the Social Security Act (42 USC 416(i)(1)) and certifies that he/she is unable to comply with the requirement;
   c. Is verified to be the fulltime caretaker of a disabled person as defined above;
   d. Is retired (retirement is not age based) and receives a pension;
   e. Is enrolled as a full-time student at a secondary school, accredited college, university, apprenticeship program, or trade school;

f. Is engaged in work activities;
g. Meets the requirements for being exempted from engaging in a work activity under the State Program funded under part A of title IV of the Social Security Act (42 USC 01 et seq.) or under any other welfare program of the State of Illinois, including a State-administered welfare-to-work program; or
h. Is a member of a family receiving assistance, benefits or services under a State program funded under part A of title IV of the Social Security Act (42 USC 601 et seq.) or under any other welfare program of the State of Illinois, 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 a program.

8. Family Obligations
   a. At lease execution or re-examination after the effective date of this policy, all residents and adult authorized members of the household, age 18 and over, must:
      i. Provide documentation that they are exempt from the Community Service and Economic Self-Sufficiency Requirement if they qualify for an exemption; and
      ii. Sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service and Economic Self-Sufficiency Requirement is grounds for non-renewal of the lease.
   b. Non-exempt residents, who are exempt from paying the minimum rent, must present a completed documentation form, provided by the JCHA, of activities performed over the previous 90 days to the property manager during their quarterly re-examination.
   c. At each re-examination, non-exempt residents and adult authorized members of the household must present a completed documentation form of activities performed over the previous 12 months. The forms will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed each month.
   d. Change in exempt status:
      i. If, during the 12-month period, a non-exempt resident or adult authorized member of the household becomes exempt, it is his/her responsibility to report this to the property manager and provide documentation of the qualifying exemption.
      ii. If, during the 12-month period, an exempt resident or adult authorized member of the household becomes non-exempt, it is his/her responsibility to report this to the property manager.

9. Non-Compliance of a Non-Exempt Family Member
   a. If during re-examination, the property manager determines a non-exempt resident or adult authorized member's failure to either report or complete the required Community Service and Economic Self-Sufficiency Requirement, the property manager shall send a Notice of Lease Violation to the head of household that describes the non-compliance and indicates that the JCHA will not renew the lease at the end of the 12-month lease term, unless the head of household and any other non-compliant adult enter into a written agreement (Lease Addendum Agreement) at their re-examination with the JCHA to cure the non-compliance issue or the family provides written assurance satisfactory to the JCHA that the non-compliant adult is no longer residing in the unit. The notice shall also provide that the resident may grieve the determination of non-compliance pursuant to the ***JCHA Grievance Procedure for the RAD Program*** or exercise any judicial remedy to timely address the non-renewal of the lease.

b. If, at the re-examination, the resident remains non-lease compliant due to violation of the requirements:
   i. The property manager will notify the resident that he/she has been deemed non-compliant due to the failure to comply with Section 22 of the Lease.
   ii. The property manager shall issue the resident the Non-Lease Compliant Notice and request that the head of household sign the Lease Addendum Agreement stating that the resident agrees to make up the missing hours.
   iii. In conjunction with the issuance of the Non-Lease Compliant Notice and the Lease Addendum Agreement, the property manager reserves the right to serve a Notice of Intent to Not Renew the Lease.
   iv. If the resident refuses to sign the Lease Addendum Agreement, he/she will not be allowed to sign any of the paperwork included in the lease renewal packet, and the property manager shall serve a Notice of Intent to Not Renew the Lease. If the adult authorized member fails to either report or complete the required Community Service and Economic Self-Sufficiency Requirement, the head of household will be notified and both parties shall be required to sign the Lease Addendum Agreement stating that the adult authorized member will make up the missing hours. If the adult authorized member refuses to sign or make up the hours, the family will be deemed non-lease compliant unless the family provides written assurance satisfactory to the JCHA and the non-compliant adult is no longer residing in the unit.

c. Pursuant to the written Lease Addendum Agreement, the non-exempt adult will be granted one year to make up any lost hours while simultaneously completing his/her current requirements of 96 hours a year.

d. If the property manager verifies that the lost hours were not made up, the property manager will serve the head of household with a Notice to Vacate the Property within 30 days and initiate the eviction process.

10. The head of household may use the ***JCHA Grievance Procedure for the RAD Program*** to contest the determination whether or not to grant an exemption and/or the decision to initiate the lease termination.

## IV.K. OTHER RESIDENT OPPORTUNITIES

1. Family Self- Sufficiency Program. Eligible families may participate in the Family Self-Sufficiency (FSS) program, which enables families to increase their earned income and reduce their dependency on welfare assistance and rental subsidies. Active participants under the public housing FSS program prior to the RAD transition process will continue to be eligible for and will transfer to the HCV FSS program once the RAD conversion is completed. See JCHA's Family Self-Sufficiency Action Plan.

2. Choose to Own Homeownership Program. Eligible families may participate in the Choose to Own homeownership program, which assists a family residing in a home purchased and owned by one or more members of the family.

## IV.L. INTERIM ADJUSTMENTS FOR RENT & FAMILY COMPOSITION

1. If there are any changes in a family's income or household composition between regularly scheduled re-examinations, an interim re-examination may be conducted. At any time, a resident may request an interim re-examination, and the JCHA will grant it. If the last regular re-examination was effective more than 90 days prior to the change in family circumstances, all family information and income must be re-verified. An interim re-examination does not affect the date of a resident's regularly scheduled re-examination.

## IV.M. ADJUSTING RENT BETWEEN REGULARLY SCHEDULED RE-EXAMINATIONS (INTERIM INCREASE/ REDUCTION IN RENT)

1. Annual Re-Examinations
    a. Residents are required to report all changes in family composition to the property manager within 10 calendar days of the occurrence.
    b. Failure to report changes in income within 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction.
    c. In order to qualify for rent reductions, residents must report income decreases.
    d. Residents are required to report interim increases in income. If a resident was granted an interim rent reduction, he/she must report an interim increase in income within 10 calendar days.
2. Biennial & Triennial Re-Examinations
    a. Residents are required to report decreases in income to the property manager within 10 calendar days of the occurrence in order to qualify for a reduction in rent.
    b. Failure to report a decrease in income within the 10 calendar days will not result in a retroactive decrease in rent.
3. Once the JCHA becomes aware of the existence of an income calculation error, the error(s) will be corrected retroactive to the effective date of the action resulting in an error regardless of the dollar amount associated with the error.

Families will not be required to repay the JCHA in instances where the JCHA miscalculated income resulting in a family being undercharged for rent. Once the JCHA becomes aware of the error the family will be provided with a 30-day notice of the increase to their rent portion.
The JCHA will take corrective action to credit or repay a family if the family was overcharged tenant rent, including di minimis errors, in the income determination.

- In the case of public housing residents, the JCHA will provide an immediate rent credit. If the amount of the credit would be more than the rent due the JCHA will provide payment to the family within [1 week] of becoming aware of the error.
- In the case of HCV residents, the family's rent portion will be temporarily adjusted down with additional HAP going to the property owner. The JCHA will send a letter to the family and the landlord prior to the change in payments notifying them of the change and the duration of the change. If the participant has vacated the unit, the credit will be mailed or provided to the family within [1 month] of becoming aware of the error.

4. If the error in rent calculation is caused by the information reported by the resident at admission or any re-examination, resulting in an overpayment by the resident, the resident's rent will decrease effective the month after reporting. Less than a 30-day written notice, if necessary, is allowable to correct the error. The resident will not receive retroactive credit.

5. The JCHA will process interim changes in rent in accordance with the following chart.

| **INCOME CHANGE** | **JCHA ACTION** |
|---|---|
| (a) Decrease in income for any reason, except for a decrease that lasts less than 30 calendar days or is subject to Imputed Welfare Income rules. | The JCHA will process an interim rent reduction in rent if the income decrease will last more than 30 calendar days. |
| (b) Increase in income following the JCHA granting an interim rent decrease. | The JCHA will process an interim rent increase. |
| (c) Increase in earned income of a current household member. | The JCHA will process an interim rent increase or if the individual is eligible for an Earned Income Disallowance (see Part IV.O- Earned Income Disallowances.), grant the disallowance. |
| (d) Increase in income because a person with income (from any source) joins the household. | The JCHA will process an interim rent increase. |
| (e) Increase in unearned income (e.g. COLA adjustment for Social Security). | The JCHA will process an interim rent increase. |
| (f) Resident misrepresented or failed to report facts upon which rent is based; therefore, resident is paying less rent than they should have been paying. | The JCHA will apply any increase in rent retroactive to the first day of the second month, following the month in which the misrepresentation or omission occurred. Misrepresentation or omissions are also grounds for lease termination. |
| (g) Resident paying income-based rent experiences a verified change in circumstances that qualifies them for a reduction in income-based rent even if their income has not decreased (i.e. increase in permissible deductions and expenses listed in Section IV.B.3). | The JCHA will process an interim rent reduction. An increase in a resident's deduction(s) will cause a reduction to their adjusted income. |
| (h) Increase in monetary or non-monetary income after resident claimed zero income. | The JCHA will process an interim rent increase or if the individual is eligible for an Earned Income Disallowance, grant the disallowance**.** |

6. The property manager must document and verify the circumstances applicable to rent adjustments.
7. The JCHA will process interim decreases in rent as follows:
   a. An interim adjustment will be processed when a resident reports a decrease in income that is expected to last more than 30 calendar days.
   b. An interim adjustment will not be processed when a decrease in income is reported, and the JCHA verifies that the decrease will last less than 30 calendar days.
8. Residents that report no source of income are required to complete an income re-examination every 90 days, in accordance with Part IV.E.-Re-Examinations Reporting is required until income increases or it is time for the next regularly scheduled re-examination, whichever occurs first.
9. If an interim is requested within 30 days of the beginning of the re-examination process, the interim must be completed in accordance with Part IV.L.-Interim Adjustments for Rent & Family Composition, and the information gathered can also be used to complete the re-examination process. The property manager does not need to re-verify the information gained from this interim.
10. If a resident experiences a decrease in income from public assistance because his/her grant is reduced for one of the following reasons, the resident's rent will not be reduced:
    a. The resident committed welfare fraud;
    b. The resident failed to comply with economic self-sufficiency requirements; or
    c. The resident chose not to engage in economic self-sufficiency requirements.
11. If a resident formally challenges the welfare department's reduction of a grant, an interim reduction in rent will be processed until a final determination is made by the welfare department.
    a. If the welfare department upholds their original ruling about the grant reduction, the resident will owe a retroactive rent for the period of the granted interim rent reduction.
    b. If the welfare department overturns the grant reduction, no retroactive balance is owed.

## IV.N. TE OF RENT ADJUSTMENTS

1. Residents will be notified in writing of any rent adjustment, including the effective date of the adjustment, in accordance with Part IV.H- Effective Date of Rent Adjustments.

## IV.O. EARNED INCOME DISALLOWANCES

1. Under the RAD Program, Earned Income Disallowance is available to any resident.
2. Residents who are receiving the EID exclusion at the time of the RAD transition will be able to retain the benefits through the designated disallowance period. Upon expiration of the disallowance period, the applicable rent will rise to the appropriate income-based rent and will not be subject to a phase- in period. Families eligible for and participating in EID prior to May 9, 2016, will be governed by EID regulations (24 CFR 5.617) in place prior to April 1, 2016. Those qualifying participants on or after May 9, 2016, will be subject to 24 CFR 5.617, et.seq. effective April 1, 2016.
3. An adult resident qualifies for an Earned Income Disallowance (EID) when the resident has an increase in earned income and:

a. Obtains employment after having been unemployed for at least 12 months, or goes to work after having earned less than the equivalent of 10 hours of work per week for a 50-week year at minimum wage;
b. Receives new or increased earnings during participation in any job training or other economic self-sufficiency program; or
c. Receives new or increased earned income while receiving or within six months of having received assistance, benefits, or services funded through the program of Temporary Assistance to Needy Families (TANF) or Welfare to Work Program. Provided that the total value is at least $500 over a six-month period, TANF benefits that qualify a family for an EID include:
    i. Cash benefits;
    ii. Non-cash benefits, services, or assistance; or
    iii. Benefits such as wage subsidies, transportation assistance, childcare subsidies, and one-time payments provided.

4. Residents are eligible for EID benefits for a maximum 24 calendar month period. During the first 12 months after the date when the resident qualified for the EID, the resident's rent will not increase because of the new earned income. Rent during this period will be based on the resident's income before qualifying for the EID, plus any increases in unearned income that may occur after qualifying for the EID.
5. During the second 12 months after the date the resident qualified for the EID, the resident's rent will increase by an amount equal to 50 percent of what the increase would be if not for the EID.
6. The disallowance periods described in numbers O.4. and O.5. above only occur while the resident is employed. If the resident stops working for any reason the disallowance stops and resumes again when the resident goes back to work, however EID eligibility based on the 24-calendar month period continues.
7. Even if the full 24 months of disallowance (12 months of 100 percent disallowance plus 12 months of 50 percent disallowance) have not been used, the EID will terminate 24 months from the date when the resident first qualified for the EID.
8. An EID is awarded to a person, not an entire family. More than one adult family member can receive an EID at the same time if he/she qualifies as described under number O.3 above.
9. Only one EID may be granted to a resident in a lifetime.

## IV.P. INTERIM CHANGES IN HOUSEHOLD COMPOSITION

1. All changes in family composition must be reported within 10 calendar days of the occurrence. These changes would include:
    a. A family or household member included on the lease leaves the unit; or
    b. Natural birth, adoption, or court-awarded custody of a child (excluding foster care arrangements) to a current family member.
2. Head of households who do not notify the JCHA of additions or who permit persons to join the household without prior authorization are in violation of their lease and are subject to lease termination.
3. The addition of a live-in aide, foster child, foster adult, or kinship care child between re-examinations must be requested in writing and requires authorization from the JCHA and the property manager before the individual may move into the unit.
4. Additional income that the live-in aide, foster child, foster adult, or kinship care child may contribute to the household will not be included in the family's rent calculation.
5. Interim changes in household composition must be made pursuant to Part IV.L-Interim Adjustments for Rent & Family Composition.

## IV.Q. UTILITIES

1. All RAD units have utility connections for water, gas, heat, and electricity. The payment of utilities is made by the resident or by the JCHA, depending on the building in which a unit is located.
2. The following requirements apply to residents living in developments with **resident-paid utilities**:
   a. Residents must obtain and maintain utility connections throughout tenancy. Residents must pay their utility bills to ensure that utilities remain connected. The utility bill must be in the name of a consenting adult authorized member of the household. Failure to maintain the utility connection is a serious violation of the lease, subject to lease termination.
   b. If a resident or applicant is unable to get utilities connected, the resident or applicant will not be permitted to move into a unit with resident-paid utilities.
   c. When a resident applies for utility service, the resident must sign a third-party notification agreement so that the JCHA is notified if the resident fails to pay the utility bill or if utility service will be disconnected.
   d. Residents must bring in utility account information to the Property Manager when there is a change in their utility account numbers or other billing information.
   e. Units where residents pay some or all utilities directly to the utility provider receive a monthly utility allowance, as a rent credit towards his/her monthly rent amount, that reflects a reasonable amount of utilities for the specific size and type of unit occupied. A reimbursement of a portion of the utility allowance may be paid by the JCHA directly to the utility provider if the Total Tenant Payment is lower than the utility allowance and a credit is due. The JCHA shall provide the resident with a letter indicating the amount of the reimbursement provided to the utility provider on their behalf.
   f. The monthly utility allowance is deducted from the resident's Total Tenant Payment to compute the Tenant Rent the resident pays the JCHA.
      i. If the resident's Total Tenant Payment is higher than the unit's designated utility allowance, then the resident's rent amount will be the difference remaining after the utility allowance is subtracted.
      ii. If the resident's Total Tenant Payment is lower than the unit's designated utility allowance, then the resident may receive a reimbursement of a portion of the utility allowance after subtraction of the minimum rent amount.
3. The resident utility bills will be reflected as follows:
   a. If the resident's actual utility bill is less than the utility reimbursement, the resident will receive the savings in the form of a credit on the utility provider's billing statement.
   b. If the resident's bill is greater than the utility reimbursement, the resident must pay the excess amount directly to the utility provider.
4. Lease Part 2 of the JCHA Residential Lease Agreement for the RAD Program will state the utility allowance amount for the unit and the utility reimbursement to be received by the resident, if applicable.

## IV.R. EXCESS UTILITY CHARGES FOR JCHA-PAID UTILITIES

1. In buildings that are individually metered, residents will have consumption-based utility allowances that reflect the size and type of units and actual equipment provided by the JCHA. The JCHA reads the meters and will charge each resident a flat charge for consumption in excess of the utility allowance by the JCHA.
2. In buildings where utilities are not individually metered and there are no check meters, the JCHA may make excess utility charges for the use of resident-supplied major appliances (i.e. appliances not supplied by the JCHA at move in). Residents must obtain property management approval prior to installing these additional major appliances in their unit. Examples include: a second refrigerator, air conditioner, or freezer.

## IV.S. FLAT RENTS

1. Flat rents are eliminated in the RAD Program. Residents can only pay income-based rent in the RAD program.
2. If a flat rent resident's rent increases by more than the greater of 10% or $25 as a result of the RAD conversion, rent increases will be phased in over five years. The following schedule will apply:
   a. Year One: Any re-examination (interim or annual) performed prior to the second annual re- examination after conversion – 20% of the difference between most recently paid TTP and the standard TTP
   b. Year Two: Year Two annual re-examination and any interim re-examination prior to Year Three annual re-examination – 20 % of the difference between most recently paid TTP and the standard TTP
   c. Year Three: Year Three annual re-examination and any interim re-examination prior to Year Four annual re-examination – 20% of the difference between most recently paid TTP and the standard TTP
   d. Year Four: Year Four annual re-examination and any interim re-examination prior to Year Five annual re-examination – 20% of the difference between most recently paid TTP and the standard TTP

   e. Year Five: Year 5 annual recertification and all subsequent recertification's – 20% of the remaining difference between most recently paid TTP to increase to the full standard TTP.

   Once the tenant's Total Tenant Payment (TTP) is calculated as equal to or less than the previous Total Tenant Payment (or flat rent, if in Year 1 of the phase-in), the phase-in ends, and the tenant will pay full TTP from that point forward.

3. The incremental increase resulting from transitions from flat rent to income-based rent as noted above is applicable to residents that were Public Housing leaseholders at the time of initial RAD conversion. This step-up rent process is not applicable to new move-ins or applicants.

# PART V: RESIDENT PROVISIONS AND RIGHTS

## V.A. EW

This part discusses other resident rights and program requirements under the RAD program, including the transfer, pet, visitor policies, property rules and lease termination policies.

## V.B. LEASING POLICIES: CHANGES IN HOUSEHOLD COMPOSITION

1. Only persons listed on the most recent lease or added in accordance with JCHA policy shall be permitted to occupy a dwelling unit and must use the dwelling unit as their sole domicile.
2. The JCHA shall determine if a dwelling unit size is appropriate at any time when a household's composition changes. If the JCHA determines that an addition to a household is ineligible, the person will not be added to the lease. If the addition is approved, the household will be placed on the wait list for the appropriate bedroom size, if necessary.
3. Additions to the household by natural birth, adoption, or court-awarded custody (excluding foster care) to a current member of the household will be processed by the property manager automatically.
4. The lease addition of a live-in aide, foster child, foster adult, or kinship care child must be requested in writing and requires authorization by the JCHA before being processed by the property manager. For minors under the age of 18, custody rights documentation or proof of kinship care is required for the addition.
5. The JCHA will not approve lease addition requests for adults. Exceptions will be made for legally protected relationships or extenuating circumstances determined at the sole discretion of the JCHA.
6. The JCHA will approve the lease addition request if that individual pass applicant screening, including, if applicable, site-specific mixed income criteria and the unit is of the appropriate size. If a household's composition changes, a unit size determination will be made in accordance with the Occupancy Guidelines in Part III: J. to ensure that the family is appropriately housed.
7. If the household composition overcrowds the unit so that the JCHA does not have a unit large enough in accordance with the Occupancy Guidelines to house the entire family, and there are adult members in the family, the head of household must decide if all or part of the household will leave the unit within 60 calendar days. The family members who leave the unit may apply to be on the wait list if applications are being accepted. The family's failure to decrease the household size within 60 calendar days is a serious lease violation, and the family may be evicted for such lease violation.
8. Persons residing in the household without JCHA approval will be considered unauthorized occupants, and the entire household will be subject to lease termination.
9. Verification of an unauthorized occupancy can be established through the following:
    a. Government issued ID's or reports
    b. Utility Bills for the assisted unit
    c. Property sign-in logs and/or
    d. Other documentation or investigations
10. If a lease addition applicant is rejected because he/she did not pass screening, the rejected lease addition applicant may request a mitigating hearing. The resident may grieve the rejection in accordance with the ***JCHA Grievance Procedure for the RAD Program***. Only one type of hearing can occur for each request.
11. Family and/or household members who move out of the unit for any reason shall be reported by the household in writing to the property manager within 10 calendar days of the occurrence. Once reported, such member will be removed from the lease immediately. A unit size determination will be made in accordance with the Occupancy Guidelines in Section II to ensure that the family is still appropriately housed.

## V.C. VISITORS

1. A guest may visit a family in an assisted unit for a total of 30 calendar days in a calendar year; however, each visit cannot exceed 14 consecutive calendar days. Residents may request a time extension to this visitor timeframe.
2. Visitors to any RAD development shall be required to show a government issued or student photo identification before being allowed to enter a building.
3. Visitors may be required to sign in when entering buildings through a visitor's log prior to entry and residents may be required to escort visitors to and from their units.
4. The JCHA may ban visitors who engage in any behavior that threatens the health, safety, or right to peaceful enjoyment of other residents, including criminal activity cases for three years or longer if a court order approved**.** Visitors banned for such behavior will be restricted from entering JCHA properties.
5. A resident will be notified in writing by the property manager when a guest of his/hers has been banned. Residents may grieve the JCHA's decision to ban visitors in accordance with the ***JCHA Grievance Procedure for the RAD Program.***
6. Residents will be required to sign an agreement stating they will not allow the banned visitor into their unit. Failure to sign such an agreement or violation of the signed agreement is grounds for lease termination.
7. Persons that exceed the time as a guest will be considered to reside in the assisted unit without JCHA approval and will be considered an unauthorized occupant. The family will be subject to lease termination.
8. Persons residing in the household without JCHA approval will be considered unauthorized occupants, and the entire household will be subject to lease termination. 24 CFR 966.4(f)(3).
9. Verification of an unauthorized occupancy can be established through the following:
    a. Government issued ID's or reports.
    b. 2-Utility Bills for the assisted unit
    c. Property sign-in logs and/or
    d. Other documentation or investigation

## V.D. LIVE-IN AIDES

1. If a family member is designated as the live-in aide of another family member, that family member will no longer have remaining rights to the unit should the head of household leave the unit. A Live-in aide who is requesting to add his/her family members to the lease will also have his/her family members status added as live-in aide household members and they will also have no remaining rights to the unit. The live-in aide and his/her household members cannot reclassify themselves as family members.
2. A relative that is already legally obligated to provide care to the family member requiring a live-in aide may not be classified as a live-in aide (i.e. parents cannot be the live-in aide of their child and a spouse cannot be the live-in aide to the other spouse).
3. Live-in aides are required to meet all admissions screening criteria, as well as site-specific screening criteria for mixed-income developments. A live-in aide who does not pass screening will be rejected. Live-in aides can be rejected for a number of reasons including, but not limited to:

a. Fraud or any criminal act in relation to any federal housing program; or
b. A record of drug-related or violent criminal activity; or
c. Owing a debt to any public housing authority or other federally subsidized housing program.

4. The JCHA will supply a bedroom for the live-in aide, if necessary. However, the JCHA will not supply a larger unit in order to accommodate the live-in aide's family members. JCHA will not allow a live-in-aide's family to reside in the apartment.
5. Qualified residents or applicants are required to complete all applicable paperwork regarding the request for a live-in aide. The qualified resident or applicant and the live-in aide are required to complete and sign the *JCHA Lease Addendum for Live-In Aides*. Failure to sign the lease addendum or violation of the terms of the lease addendum is grounds for lease termination.
6. If a live-in aide is rejected because he/she did not pass screening, the resident may grieve the rejection in accordance with the ***JCHA Grievance Procedure for the RAD Program***.

## V.E. UNITS OCCUPIED BY JCHA RESIDENTS AS EMPLOYEES

1. A JCHA resident may become employed by property management. A resident employee's required rent payments cannot be lowered as a part of his/her compensation. If a JCHA resident is employed by a property management company and the employment is later terminated, the resident will retain tenancy and be treated as any other resident.

## V.F. PROPERTY RULES

1. Property- specific rules vary by building. Please consult the lease addendum for a complete listing of rules applicable to the property in which you reside.
2. Smoke Free-Unit Policy
   a. All properties built, acquired or rehabbed by JCHA after FY2014 will be smoke-free, and will prohibit the use of all lit tobacco products in all indoor areas of JCHA housing—including but not limited to living units, common areas, and administrative office buildings—and all outdoor areas within 25 feet of the housing and administrative office buildings.
   b. Lit tobacco products involving the ignition and burning of tobacco leaves and includes (but is not limited to) cigarettes, cigars, pipes, and water pipes (hookahs).
   c. Violation of the smoke-free policy will be considered a lease violation.
   d. If a resident's property is considered smoke-free, this will be clearly stated in the resident's lease or lease addendum.
   e. Residents of mixed-finance developments must adhere to the smoking policy referenced in their lease and/or property Tenant Selection Plan (TSP).
3. Firearms Free Policy
   a. The JCHA is a Firearms Free Property. The JCHA prohibits displaying, controlling, using, or possessing any firearms, ammunition, or other weapons anywhere on or near JCHA

property by applicants and residents. Unless required by lawful employment and obtained in accordance with law; firearms, ammunition, or other weapons are strictly prohibited on or near JCHA property.

b. No person conducting business, residing, or visiting on or near JCHA property is allowed to carry a concealed weapon onto any location owned and operated by the JCHA. Firearms, ammunition, or other weapons are prohibited at any JCHA offices, sites, and facilities owned and operated by the JCHA.
c. Applicants who engage in criminal activity, including the displaying, controlling, possessing, or using a firearm in a manner prohibited by law in the last three years, shall not be admitted to RAD housing. The JCHA will deny admission to applicants who at the time of consideration for admission have a criminal background involving criminal use of weapons.
d. Residents and their authorized members, guests, or persons under their control, shall not display, use, control, or possess anywhere on or near JCHA property any firearms, ammunition, or other weapons in violation of federal, state, and local laws. It shall be in violation of the JCHA's RAD program to:
    i. Display, intentionally or unintentionally, a weapon while on or near JCHA Property, or
    ii. Hide or conceal, intentionally or unintentionally, a weapon on one's person or belongings while on JCHA Property, or
    iii. Fire or otherwise discharge, intentionally or unintentionally, the weapon while on or near JCHA Property, or
    iv. Use, intentionally or unintentionally, a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw, or
    v. Cause, intentionally or unintentionally, any injury to or on another person, or
    vi. Cause damage to any personal or real property with the use of a weapon, or
    vii. Cause, intentionally or unintentionally, any other person to perform any of the above conduct.
e. Any resident, resident family members, guests, or persons under the resident's control known to be involved in the display, use, possession, or control of any firearms, ammunition, or other weapons on or near JCHA owned and operated property will be subject to lease termination.

## V.G. LEASE RENEWAL

Upon the resident's lease expiration, all RAD leases will be renewed unless good cause exists. Good cause may include grounds for lease termination, income ineligibility, or other non-compliance factors. Good cause will be determined by the JCHA.

## V.H. TRANSFER POLICY

1. The JCHA's Transfer Policy outlines the types of transfers administered by the JCHA, which transfers are mandatory, and which are optional, as well as the eligibility requirements for transfers. JCHA's Emergency and Mandatory transfer types have priority over new admissions from a JCHA wait list.

2. Transfers will be made without regard to race, color, sex, age (when age eligibility is not a factor), familial status, disability, national origin, ancestry, sexual orientation (including gender identity) , marital status, housing status, order of protection status, military discharge status or source of income. Residents may be transferred to accommodate a disability.
3. Residents who request a transfer will receive only one unit offer; however, multiple unit offers may be made to satisfy a reasonable accommodation request.
4. For emergency and mandatory administrative transfers, refusal of a unit offer without good cause will result in lease termination.
5. For voluntary, incentive or resident-initiated transfers, refusal of a unit offer with or without good cause will result in the removal of the household from the transfer wait list. 24 CFR § 1.4 (B)(2)(ii). Residents will not be able to request any of these transfer types for 12 months from the date of removal letter.
6. RAD residents that reside in properties that were previously public housing, including traditional senior buildings; public housing units within mixed-income developments; and legacy public housing sites such as Horner, Lathrop and Ickes that have transitioned to RAD Project-Based Voucher units will be transferred to the next available unit that satisfies their requirements if approved for a transfer. Available units may include other RAD PBV units or any public housing units pending availability. If neither RAD PBV nor public housing is available for the approved transfer, a resident may be offered a tenant-based voucher to satisfy the transfer depending on availability and need.
7. RAD residents that reside in new PBV properties (e.g. those projects that are not considered legacy public housing properties, including properties using RAD Transfer of Assistance) will be transferred to other available Project-Based Voucher units. The JCHA will offer the family the following types of continued assistance in the following order, based on the availability of units:
   - PBV assistance in the same building or property;
   - PBV assistance in another property; or
   - Tenant-based voucher assistance.
8. The JCHA may revise the transfer categories below to create and implement special programs and/or incentives for the benefit of public housing and/or RAD residents.

## V.I. TRANSFER CATEGORIES

1. Transfers will be assigned to the appropriate categories on the transfer wait list. The JCHA has the discretion to make transfers based on the Authority's needs; therefore, residents may be offered a transfer out of transfer category sequence order and/or out of date order. Whenever feasible, transfers will be made within a resident's geographic region or other location of the resident's choice. The transfer categories are as follows:
   a. Emergency Transfers: A mandatory transfer upon determination by the property manager, the JCHA, or determined in a legal proceeding that unit or building conditions

pose an immediate threat to resident life, health, or safety.

i. Prior written notice to the resident is not required for an emergency transfer;
ii. Emergency conditions that occur due to abuse or neglect to a unit by the resident will be grounds for emergency transfers; however, the responsible resident will be charged for the damages caused to the unit and/or may have his/her lease terminated; and
iii. Refusal to accept an emergency transfer is grounds for lease termination and eviction.
iv. JCHA has discretion whether to return the resident to the original unit once the emergency is resolved.

b. Mandatory Administrative Transfers: Some examples include, but are not limited to:
   i. A transfer to move residents with disabilities to accessible units or units with features that accommodate their disabilities. **24 CFR § 8.27(a)(1)**.
   ii. A transfer requested by a resident and approved by the JCHA to resolve problems of a life- threatening nature that are not related to unit or building conditions, including but not limited to removing residents from dangers of domestic violence, sexual violence, dating violence, stalking, or hate crimes, and other documented situations of non-random violence that put a resident's life in danger. These transfers are dealt with expeditiously and without consideration of lease compliance until the family is transferred.
   iii. A transfer to move residents not requiring the accessibility features of their current unit so that the unit may be occupied by a qualified applicant or resident with a disability requiring the accessibility features of the unit. **24 CFR § 8.27(b)**.
   iv. A transfer to move residents with disabilities who, through third-party certification, have a verified need for a reasonable accommodation in the form of a transfer.
   v. Transfers to permit unit modernization. JCHA has discretion whether to return the resident to the original unit once the modernization is complete.
   vi. Transfers initiated by the JCHA for families who are over housed (living in a bedroom size too large) in accordance with the Part III.J - Occupancy Guidelines and transfers initiated by the JCHA for families who are overcrowded (living in a bedroom size too small) in accordance with the Occupancy Guidelines.
   vii. When a head of a household, originally housed in a bedroom by him/herself, gives birth or adopts a child, the family will not be considered overcrowded for this transfer type until the child is two years old.
   viii. Transfers for non-elderly residents after the death or departure of the elderly family's head of household, co-head, or spouse.
   ix. Mandatory transfers for non-elderly remaining family members living in senior designated housing who add a non-elderly person to the household.
   x. Transfers based on extenuating circumstances.
   xi. Transfers of participants in the Choose to own homeownership program who have completed the requirements for homeownership and have purchased a home. These households will be transferred to the Housing Choice Voucher program in order to use their subsidy toward their mortgage. These transfers do not apply to households who do not meet the income requirements to receive a Housing Choice Voucher.
   xii. After one year of residency within a RAD property, beginning 365 days after the date of RAD transaction closing (the effective date of the HAP contract) residents may

request a Housing Choice Voucher. **Residents must be lease compliant and in good standing with the JCHA in accordance with** Section V.K.- Residents in Good Standing **in order to be approved for the voucher transfer list**. If no vouchers are available at the time of the request, eligible households who complete a transfer request will be placed on a tenant-based voucher transfer wait list and will be processed in order of priority detailed herein. Once a family is screened for applicability and suitability for the HCV program, they will be will be removed from the transfer list and may be afforded the opportunity to re-apply in the event the transfer is not completed due to ineligibility or other reasons.

Similar to the policy for other PBV properties, households within RAD PBV properties requesting the Housing Choice Voucher have priority for issuance and will be offered a voucher based on the number of turnover vouchers available. The JCHA will cap the number of turnover vouchers available for these transfers to no more than 75 percent of the total number of turnover vouchers in any single year as allowed by HUD regulations.

c. Voluntary Administrative Transfers:

Transfers available to elderly lease-compliant residents of family properties who wish to transfer to a senior designated housing property and who were in residency on the date of designation.

d. RAD PBV to Public Housing Transfers:

i. Transfers of public housing residents prior to RAD conversion. For residents seeking to remain in public housing in lieu of becoming participants in the Project-Based Voucher program, JCHA will offer the opportunity to move to other JCHA-owned public housing properties, if available. Transfer requests may begin approximately 180 days before the prospective effective date of the HAP contract and end on the effective date of the HAP contract. Residents will be responsible for costs associated with this transfer.

ii. Transfers between those properties listed as Senior Designated Properties, regardless of its designation as a Public Housing property or a RAD PBV property.

e. Resident-Initiated Transfers: A transfer requested by lease-compliant heads of household who have been in their current units for at least one year and can request a transfer.

i. The JCHA will allow a resident in good standing to choose the geographic region or senior designated housing property to which they can request to transfer based on the good cause reason provided in the request.

ii. The JCHA will process Resident-Initiated Transfers on an ongoing basis in conjunction with new admissions from the wait list.

iii. Resident lease compliance will be reviewed before the Resident-Initiated Transfer takes place, including a home inspection. Failure to maintain lease compliance will result in the Resident- Initiated Transfer request being denied, and the resident family may be subject to lease termination. The resident will not be eligible to re-apply for a Resident- Initiated Transfer for 12 months from the denial date.

## V.J. PROCESSING TRANSFERS

1. The JCHA maintains the transfer wait list by category and processes these transfers for all properties.
2. Residents may request transfers from property managers with the necessary documentation to substantiate the need for the transfer. Property managers must submit a transfer request package to the JCHA, justify the transfer and obtain final approval from the JCHA before moving a family into a new unit.
3. In the case of split family transfers, property managers must submit the transfer request package to the JCHA Asset Regional Manager for legal determination of split eligibility and rights, prior to submittal to the JCHA.
4. The JCHA will run a criminal and credit check on all adult household members age 18 and over. The JCHA will approve the resident's eligibility to transfer based on the documentation provided in the transfer request package and the results of the criminal and credit background check. JCHA will provide information to all residents regarding how to obtain a free copy of their credit report. If the request is denied based on the criminal background information, the JCHA will provide a copy of the criminal background information used.
5. Within each transfer category, applications will be listed by the date the transfer request package is received by the JCHA.
6. With the exception of emergency transfers, a property manager cannot transfer a family until the JCHA approves the transfer and informs the property manager that the family has reached the top of the transfer wait list.
7. The JCHA shall take into consideration issues of personal safety when transferring families to/from buildings. The family must provide documentation of domestic violence, sexual violence, dating violence, stalking, or hate crimes, and/or other situations of non-random violence that put a resident's life in danger when contesting transferring to/from a building or area of the city.
8. Transfers may be initiated by the JCHA (e.g. moving a resident who does not need the features of an accessible unit to a non-accessible unit).
9. Unit offers for residents on the transfer wait list(s):
   a. Residents who request a transfer will receive only one unit offer; however, multiple unit offers may be made to satisfy a reasonable accommodation request**.**
      i. For mandatory transfers, refusal of a unit offer without good cause will result in lease termination.
      ii. For voluntary transfers, refusal of a unit offer with or without good cause will result in the removal of the household from the transfer wait list. **24 CFR § 1.4 (B) (2) (ii)**.
   b. Failing to respond to an outreach will result in the resident's name being removed from the wait list.
10. Residents will be notified of transfers as follows:
    a. For emergency transfers, there is no notice requirement.
    b. Property managers may provide less than the 30 calendar day notice for mandatory administrative transfers in which the resident is in danger from domestic violence, sexual violence, dating violence, stalking, or hate crimes, and/or other situations of non-random violence or some medical condition that is not life-threatening but may be exacerbated by their current unit or location.
    c. For all other transfers, the property manager will provide at least 30 calendar days' notice.

## V.K. RESIDENTS IN GOOD STANDING

1. For voluntary administrative, incentive, and resident initiated transfers (including RAD PBV to HCV transfers), residents are required to be in good standing, which includes, but is not limited to:
   a. Being current on rent payments without an unpaid balance at any time in the past year, or current on a repayment agreement. If past rent is owed, the resident will not be transferred until a repayment plan is established and at least two consecutive timely payments are received, or if prior repayment plans have been defaulted, back rent is paid in full;
   b. Maintaining utility connections, as well as being current on utility payments, to the JCHA or any utility supplier, or current with any repayment agreement with the JCHA or utility supplier;
   c. Remaining compliant with the terms of the ***JCHA Residential Lease Agreement for the RAD Program***, in particular with Section 8 and Section 16, and any additional terms required to be added to that lease by federal law. Violations of the lease must be documented by notices of lease violations or other evidence of serious or repeated violations of the material terms of the lease;
   d. Promptly paying all charges in addition to rent or on a repayment agreement with the JCHA;
   e. Meeting reasonable housekeeping standards and having no housekeeping lease violations as documented by housekeeping inspection reports or work orders reflecting a pattern of damage caused by poor housekeeping. A resident with housekeeping standards violations will not be transferred until the resident passes a follow-up housekeeping inspection; and
   f. Having not destroyed, defaced, damaged, or removed any part of a unit or the development as documented by housekeeping inspection reports or work orders reflecting a pattern of damage or abuse.
2. The receiving property manager will screen the resident and household prior to move in. If the criminal and credit check run by the JCHA is over 120 days old, the property manager must re-run both checks as part of the screening process. During screening, the receiving property manager will determine if the resident is in good standing and in compliance with the ***JCHA Residential Lease Agreement for the RAD Program.***
3. The JCHA will make exceptions to these good standing requirements in the case of extenuating circumstances.
4. The JCHA will provide transfers for victims of domestic violence, sexual violence, dating violence, sexual assault stalking, or hate crimes, and/or other situations of non-random violence even if a resident is not in good standing; however, a new lease will not be executed until the resident resolves all issues related to non-compliance which are not related to the need for the victim assistance transfer.
5. Mandatory transfers do not stop the lease termination process.

## V.L. COST OF TRANSFERS

1. The JCHA will pay the costs associated with moving and transfer of utilities for most transfer

types, except transfers where a resident elects to move with a tenant-based voucher or to other public housing due to RAD conversion activity, or other resident-initiated transfers.

2. Residents are solely responsible for all costs associated with resident-initiated transfers.

**V.M. SECURITY DEPOSITS**

1. If a resident transfers from one JCHA unit to another unit within the same development (intra-development), a new lease will be executed for the dwelling into which the family moves and the security deposit will be moved over to the new unit. If the resident transfers from one JCHA development to a different development (inter-development) a new lease will be executed for the dwelling unit into which the family moves and the JCHA will refund the resident's security deposit minus any damages assessed. The resident will be responsible for paying a security deposit for the new dwelling unit equal to the original security deposit amount at the previous unit. If a security deposit was not collected on the previous unit a new security deposit equal to the minimum rent will be collected.

**V.N. FAMILY TRANSFERS**

1. Split family transfers will be processed in accordance with the policy outlined in this section below:
   a. *Overcrowded families:* If a family is overcrowded and the JCHA does not have a unit large enough to house the entire household in accordance with the Occupancy Guidelines, and there are adult members in the household, the head of household must decide if all or part of the household will leave RAD housing within 60 calendar days. The family members who leave the unit may apply to the wait list when applications are being accepted. The head of household's failure to decrease the household size within 60 calendar days is a serious lease violation, and the family is subject to lease termination and eviction.
   b. The JCHA will only supply one subsidy per household. Split family transfers will not be allowed to separate co-heads of household or spouses. If a court determines the disposition of property between the head and co-head of household in a divorce or separation under a settlement or judicial decree, the JCHA will follow the court's determination of which family member continues to receive assistance. In cases where there is no court determination, the original head of household will retain use of the unit.

**V.O. TEMPORARY RELOCATION AND RIGHT TO RETURN TO A RAD PROPERTY**

1. Unless not lease compliant, residents are not required to move permanently under the RAD program.
2. In the event of construction or rehabilitation activity at RAD properties that require residents to be temporarily relocated, residents will have the right to return to a RAD-assisted unit once construction is complete. The right to return will remain in the event of a transfer of RAD assistance. The JCHA will comply with all RAD relocation provisions as applicable.
3. The JCHA may offer residents an opportunity to permanently relocate before or during construction. If a resident accepts the JCHA's offer to move permanently, the resident waives their right to return to a RAD-assisted unit after construction is completed.

## V.P. WORK REQUIREMENT POLICY

1. Every applicant, resident and adult authorized family member of a RAD unit, age 18 up to age 54, is required to be engaged, 20 hours a week, on a regular basis, unless the resident or adult authorized family member of the household is exempt or approved for Safe Harbor. Any member of the applicant or resident's household, who is 17 years of age and not attending school full-time, will be subject to the JCHA Work Requirement. Applicants from JCHA wait lists are not eligible for Safe Harbor.
2. Applicants, residents, and adult authorized family members of the household may meet the work requirement through any combination of employment, attendance at an accredited school, educational institution, training program, job readiness, GED or literacy program, internship, or work experience opportunity.
   a. If an applicant/resident is considered a part-time student at an accredited school, he/she must either work or volunteer the remaining 50 percent of the required hours (10 hours).
3. Volunteer or community service opportunities are also allowable provided that the volunteer or community service can be verified and constitutes no more than 50 percent of the required hours for the first three years of compliance.
4. Residents and adult authorized family members of the household up to 54 years of age, who are in compliance with the JCHA Work Requirement, are in compliance with HUD's Community Service and Economic Self-Sufficiency Requirement (Part IV:.J.- Community Service & Economic Self-Sufficiency Requirement).
5. Any non-exempt resident or adult authorized family member of a public housing unit, who fails to meet the JCHA Work Requirement and is not approved for Safe Harbor, may subject the entire household to lease termination and eviction.
   a. Residents and adult authorized members of the household 55 to 61 years of age who are exempt from JCHA's work requirement are NOT exempt from the Community Service and Economic Self-Sufficiency Requirement.
6. School Enrollment and the JCHA Work Requirement
   a. All school age authorized members of the household, who are under 18 years of age and who have not completed his/her secondary education, are encouraged to finish his/her enrollment in high school and obtain his/her high school diploma. Any authorized member of the resident's household, who is 17 years of age and not attending school full-time, will be subject to the JCHA Work Requirement unless otherwise exempt.
7. JCHA Work Requirement Exemptions
   a. Residents, applicants, and/or adult authorized family members of the resident's household may be eligible for an exemption from the JCHA Work Requirement. An exemption will be provided for residents and/or adult authorized members of the household who are:
      i. 55 years of age or older;
      ii. Blind or disabled as defined under 216(i)(1) or 1614 of the Social Security Act (42 USC 416(i)(1));
      iii. The primary caretaker of a blind person or person with a disability as defined in number C.2 above;

iv. Retired and receiving a retirement annuity or pension;
v. Single parent serving as the primary, full-time caretaker for children aged 12 months and under; or
vi. Receiving TANF and have an active Responsibility and Services Plan (RSP).
vii. Victims of federally declared disasters (180 calendar day temporary exemption)

8. JCHA Work Requirement Verification at Scheduled Re-examination
   **a.** During the re-examination, the property manager will determine whether each resident and adult authorized family member of the resident's household, age 17 up to age 54, is in compliance with the JCHA Work Requirement through a combination of employment, school attendance, or performance of volunteer or community service.
   **b.** All information in the resident file must be verified and documented in accordance with Part IV:E – Re-examinations. All relevant documents will be placed in the resident file.
   **c.** If a resident and/or adult authorized family member of the resident's household is not in compliance, the property manager will give the resident the opportunity to request Safe Harbor.
9. Safe Harbor Clause
   **a.** Residents and/or adult authorized family members of the resident's household may be eligible for Safe Harbor. When residents and/or adult authorized family members of the resident's household are unable to comply with the work requirement, they may request Safe Harbor consideration.
   **b.** Residents and/or adult authorized family members of the resident's household may be eligible for
   Safe Harbor when they are (this list is not exhaustive):
      i. Waiting for approval or an appeal of an application for SSI/SSDI;
         1. Experiencing a temporary medical condition or are the caregiver for someone with a temporary medical condition;
      ii. Examples of temporary medical conditions include but are not limited to: a broken bone or infectious mononucleosis, or verifiable physician-ordered bed rest for pregnant women.
      iii. Separated from employment (within the last 60 calendar days);
      iv. Participating in an active DCFS plan to reunify their family (parents with children under age five) where participation is time consuming;
      v. Either the victim or the caregiver for a victim of violence, including but not limited to domestic violence, sexual violence, dating violence, and stalking;
      vi. Attempted but failed to find adequate childcare to allow the residents and/or adult authorized member to work; and
      vii. Attempted but failed to find employment.
   **c.** The resident and adult authorized family members of the resident's household, who are approved by the JCHA for Safe Harbor, will be required to undergo an interim Safe Harbor re-examination every 180 calendar days from the date that the Safe Harbor request is approved. If the Safe Harbor request occurs during the re-examination, the Safe Harbor request date will be the lease effective date.
      i. The resident and/or adult authorized family member of the resident's household will

be required to work with the assigned FamilyWorks provider to create an action plan and Safe Harbor request which will include a description of the steps being taken to move toward becoming compliant. The signed application/action plan will then be submitted to the property management company for approval.

ii. Safe Harbor status must be approved every 180 calendar days through an interim Safe Harbor re-examination with property management. Failure to appear for the interim Safe Harbor re- examination is a material lease violation subject to termination.

1. The FamilyWorks provider will be required to sign off on the Safe Harbor form to indicate that the resident's status is Compliant, Non-Compliant, Exempt, or recommendation for an additional Safe Harbor with a new action plan.
2. Recommendations for additional Safe Harbor will be approved.
3. Non-Compliant and Non-engaged residents will be subject to lease termination.

**d.** If the resident or adult authorized family member of the resident's household is denied Safe Harbor, the resident has the right to grieve the JCHA's decision through the grievance process outlined in the ***JCHA Grievance Procedure for the RAD Program***. In certain situations, the resident may be offered (subject to availability), the opportunity to transition to a supportive housing program in lieu of lease termination.

**e.** Residents and/or adult authorized family members of the resident's household approved for Safe Harbor status must meet the Community Service/Economic Self-Sufficiency Policy requirement of eight hours per month, unless they qualify for an exemption from the HUD's Community Service/Economic Self-Sufficiency requirement.

**f.** Compliance with HUD's Community Service/Economic Self-Sufficiency requirement will be tracked every 180 calendar days at the Safe Harbor interim re-examination.

## V.Q. RESIDENT ORGANIZATIONS

JCHA recognizes duly elected resident organizations in accordance with JCHA's agreement and practices related to elections, use of JCHA's premises, funding levels, and stipends as specified in the funding agreement executed by the JCHA with the Central Advisory Council. As noted in Part IV.J., residents' participation in such organizations would qualify as community service activity.

## V.R. ASSISTANCE ANIMAL POLICY

1. Policy Statement

**a.** Under Section 31 of Title I of the United States Housing Act of 1937, residents of federal public housing may own and keep common household pets in accordance with applicable regulations. The following Pet Policy sets forth requirements related to residents who wish to keep common household pets such as dogs and cats in their RAD units.

**b.** Unless otherwise stated, Chapter 16 of JCHA Admission and Continued Occupancy Policy ("ACOP") shall govern the right to possess a pet in JCHA RAD units.

**c.** All residents who desire to keep a pet or assistance animal must obtain prior approval by the JCHA before the pet/animal enters the unit.

**d.** This policy applies to residents who live in units acquired through the JCHA's Property Investment Initiative.

2. Assistance Animals for Residents with Disabilities
   a. The JCHA and property managers will make reasonable accommodation for qualified persons with disabilities who are in need of an assistance animal. Such a reasonable accommodation will be granted pursuant to Chapter 2- Fair Housing & Equal Opportunity.
   b. A qualified applicant or resident with a disability may request a reasonable accommodation to this policy at any time.
3. Ownership of Pets/Assistance Animals. For additional information on JCHA's Pet Policy, please see Chapter 16 of the ACOP.

**V.S. LEASE TERMINATION**

1. The JCHA requires that all resident households abide by their resident obligations and lease agreement in order to remain in good standing for RAD housing.
2. Lease Termination Policy
   a. The JCHA, owner or the head of household may terminate tenancy at any time in accordance with all applicable federal, state and local laws, and the terms of the ***JCHA Residential Lease Agreement for the RAD Program*** (Lease) and **JCHA Residential Mixed-Income Lease Agreement Addendum**, as applicable.
   b. The JCHA/owner shall provide the head of household written notice of the termination in accordance with the following schedule:
      i. Within 14 days, in the case of nonpayment of rent
      ii. As reasonable but not to exceed 30 days, if the health, safety or welfare of other residents, JCHA staff, property management, or the like is threatened
      iii. 30 days in all other applicable cases
3. Resident-initiated Lease Termination
   a. The head of household may terminate his/her lease by providing 30 calendar days written notice, or by an appropriate alternative format in the case of a person with a disability, to the JCHA or the property manager. If there is a co-head of household, they must also sign the written notice in order to terminate the lease.
   b. When the head of household, and/or their household members are victims of domestic violence, sexual violence, dating violence, sexual assault or stalking, and must leave the unit due to their status as a victim of domestic violence, sexual violence, dating violence or stalking, the victim or another household member shall inform property management within 72 hours but no longer than 30 days from the date of departure, after alternative housing or shelter is found.
4. JCHA-initiated Lease Termination
   a. The JCHA or the property manager will terminate a lease for serious or repeated violations of the material provisions of the lease and related addenda.
   b. Criminal activity directly relating to domestic violence, sexual violence, dating violence, sexual assault or stalking engaged in by a member of a resident's household or any guest or other person under the control, shall not be cause for termination of assistance or tenancy, or occupancy rights if the leaseholder or other of the leaseholder's household is

the victim or threatened victim of that domestic violence, sexual violence, dating violence, sexual assault or stalking and, as a result, could not control or prevent the criminal activity.

**c.** The property manager shall give written notice of proposed lease termination as required by the Lease and applicable regulations. The Notice of Lease Termination will be provided in English, Spanish, or other language as needed, or in the alternative format requested by a qualified resident with a disability.

**d.** In the Notice of Lease Termination, the JCHA must inform a resident of the reason for the lease termination and of his/her right to grieve the lease termination as provided in the ***JCHA Grievance Procedure for the RAD Program***.

**e.** Upon the head of household's request, the resident shall have the opportunity prior to a grievance hearing to examine his/her file; to copy all documents, records, and regulations relevant to the grievance, at his/her own expense; and to take notes.

i. Requests for copies of documents, records, and regulations shall be submitted in writing by the resident or by the resident's representative to the property manager and the JCHA.

ii. The property manager and the JCHA are required to provide the documents to the resident within five calendar days from the date of the request.

iii. If the resident or the resident's representative requests copies within five calendar days of the hearing, copies of documents shall be made available no later than one hour before the hearing is scheduled to begin.

iv. The resident or the resident's representative shall be responsible for payment at the time the resident receives the copies from the property manager or the JCHA. Costs for copies shall not exceed 10 cents per page.

v. Any document requested by the resident or his/her representative, within the appropriate timeframe, that is in the possession of the JCHA or the property manager and that is not made available after the resident's request, may not be presented by the JCHA or property manager at a grievance hearing.

vi. The JCHA, its representatives, and/or Property Management shall have the opportunity before the hearing to request copies of all documents, records, and regulations relevant to the grievance that are in the possession of the resident. The head of household, upon request, shall allow the JCHA and/or Property Management to make copies of all documents the head of household plans to present at the hearing.

vii. Any document requested by the JCHA, it's representatives, and/or Property Management, within the appropriate timeframe, that is in the possession of the resident and that is not made available after the JCHA, it's representatives, and/or Property Management's request, may not be presented by the resident at a grievance hearing.

## 5. EVICTION ACTIONS

a. When deciding whether or not to evict for criminal activity, the JCHA may consider all the circumstances of the case, including the seriousness of the offense, the impact of the offense on other residents and the surrounding community, the extent of participation by family and household members, and the effects that the eviction would have on family and household members not involved in the proscribed activity.

b. In appropriate cases, the JCHA may permit continued occupancy by Remaining Family Members (see IV.I) and may impose a condition that the family members who engaged in

the proscribed activity will neither reside in nor visit the dwelling unit again.

c. The JCHA may require a resident who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to visit and/or reside in the dwelling unit.
d. The JCHA may place the Remaining Family Members on probation for an appropriate period of time.

**6. RECORD KEEPING REQUIREMENTS**

a. The JCHA shall maintain a written or electronic record of every lease termination and/or eviction. Copies of all issued termination notices shall become a permanent part of the resident's tenant file.

## PART VI: JERSEY CITY HOUSING AUTHORITY GRIEVANCE PROCEDURE FOR THE RENTAL ASSISTANCE DEMOSTRATION (RAD) PROGRAM

### I. PURPOSE

A. This RAD Grievance Procedure (Procedure) is issued in accordance with the U. S. Department of Housing and Urban Development (HUD)'s Code of Federal Regulation (CFR) as found in 24 CFR § 982.555 et al and RAD Notice PIH-2012-32 (HA), REV-2,).

B. This Procedure outlines the rights and obligations of Head of Households, the Jersey City Housing Authority (JCHA) and property management firms for the traditional public housing and mixed-income properties (property management firms) converted to the RAD Program with respect to grievances, and makes these rights and obligations part of the JCHA RAD Resident Lease Agreement (Lease) between the JCHA and Head of Households, as well as the mixed-income leases, to the extent this Procedure is adopted by the mixed-income developer.

C. The Grievance Procedure is a process through which the Head of Household and co-head, if applicable, can raise grievances, outlined in Section IV with the JCHA and/or property management firms prior to the filing of any judicial proceedings.

The process involves an informal hearing between a Head of Household and Property Manager or the JCHA department that rendered the decision involving the dispute in which the parties shall present concerns and attempt to resolve issues.

### II. APPLICABILITY

A. The following Head of Households have the right to use this RAD Grievance Procedure:

1. Head of Households living in traditional JCHA public housing properties converted to RAD;
2. Head of Households living in a mixed-income development converted to RAD where the JCHA Grievance Procedure was adopted.

B. This Procedure does not apply to Head of Households who accepted permanent replacement housing in the JCHA Housing Choice Voucher (HCV) Program.

C. This Procedure does not apply to JCHA HCV Program participants and applicants.

D. This Procedure does not apply to JCHA applicants (as defined as those potential residents who are not yet approved to receive RAD subsidy). Applicants receive mitigating/ informal hearings with the JCHA Applicant Selection Department or the Property Management firm rendering the decision.

E. This Procedure does not apply to JCHA residents residing at non-RAD properties.

## III. DEFINITIONS

A. "Grievance" shall mean: Any dispute with respect to the JCHA's and/or property management firm's action or failure to act in accordance with the individual Head of Household's Lease or Lease Addendum, RAD requirements, and/or JCHA policy implementation or procedures that adversely affect the individual Head of Household's rights, duties, welfare or status.

B. "Head of Household" (Leaseholders) shall mean: The adult person (or persons), other than a live-in aide, minors, foster children, or foster adults, who reside in the unit, and who:

1. executed the lease with the property management firm or with the JCHA as lessee(s) of the dwelling: or

2. If no such person is now residing in the unit, the adult person who has requested eligibility status to become the remaining head of household of the family residing in the unit.

C. "Remaining Head of Household/Remaining Family Member" shall mean: Members of the household, excluding foster children, foster adult, live-in aides, and minors, listed on the lease that remain in the unit when the head of housing dies or leaves the unit without a housing subsidy supplied by JCHA.

D. "Property Management Firm" shall mean: A property management firm that manages RAD public housing and/or RAD units converted at mixed-income developments of the JCHA.

E. "Reasonable Accommodation" shall mean: Some modification or change the JCHA can make to its units, buildings, or procedures that will assist an otherwise eligible Head of Household with a disability to take full advantage of and use JCHA's programs. An accommodation is not reasonable if it: a) causes an undue financial and administrative burden; or b) represents a fundamental alteration in the nature of JCHA's program.

F. Housing Choice Voucher Hearing Officer ("HCV Officer") shall mean an impartial hearing officer for the JCHA's HCV program's informal due process hearings, whose responsibility is to apply law and HUD regulations, make findings of fact and make determinations regarding

either upholding or reversing the underlying decision that impacted a HCV holder's status in the HCV program. For purposes of RAD, the HCV Officer will hear informal grievances for specified cases, as outlined in Section XIII.

## IV. GRIEVANCES TO WHICH THIS PROCEDURE IS APPLICABLE.

The RAD Grievance Procedure shall apply to situations including, but not limited to disputes involving:

1. Annual or adjusted income;
2. Appropriate utility allowance (if any);
3. Family unit size;
4. Absence from the assisted unit for longer than the maximum period permitted under the JCHA policy and HUD rules;
5. Termination of assistance for illegal drug use, other criminal activity, and alcohol abuse that would threaten other residents;
6. Failure to pay rent;
7. Procedure used to collect rent;
8. Minimum rent hardship exemption; and
9. Continued income eligibility.

<u>Noncompliance with the Lease</u>

1. Inspection of the dwelling to determine its condition;
2. Imposition of the Lease provisions to protect the JCHA's property;
3. Assessment and payment of charges for damages caused by Head of Household, family, pets/animal or guests;
4. Failure to pay maintenance charges or failure of the property management firm to complete repairs;
5. Failure to comply with scheduled re-examination requirements;
6. Disputes involving exemptions from the Work Requirement Policy, if applicable to the property;

7. Disputes involving denial of Safe Harbor status, if applicable to the property; and

8. Termination of tenancy because of non-compliance with the terms of the Lease or RAD Program requirements, except as specified below in Section V.

## V. GRIEVANCES TO WHICH THIS PROCEDURE IS NOT APPLICABLE

1. Class grievances against the JCHA; or
2. Disputes between Head of Households, when the JCHA is not involved.

The Grievance Procedure shall not be used as a forum by any person, groups, groups of persons, agencies, or organizations for initiating or negotiating policy changes with the JCHA or the JCHA's Board of Commissioners or its designees.

## VI. NEW HEAD OF HOUSEHOLD

A. At the time of leasing, the JCHA will furnish each new Head of Household with a copy of the JCHA RAD Grievance Procedure with exhibits attached hereto, including the Notice of RAD Grievance Rights – RGP1.
B. Households transferring from non-RAD properties to a RAD development will be supplied a copy of the JCHA RAD Grievance Procedure.
C. Households transferring between RAD developments shall not be considered new Head of Households.

## VII. REASONABLE ACCOMMODATIONS

A. The JCHA and its property management firm shall provide reasonable accommodations to permit Head of Households with disabilities to participate in an informal grievance hearing.

B. If requested by the Head of Household, reasonable accommodations to persons with disabilities may include, but are not limited to the following:

1) that meetings be held in an accessible location;
2) that all materials and notices will be in an accessible format;
3) that the JCHA provides qualified sign language interpreters, readers or attendants;
4) that the Head of Household can make a hearing request orally and having a representative, advocate or the property management firm complete the relevant paperwork.

## VIII. NOTICE OF ADVERSE ACTION

A. The JCHA or its property management firm will notify a Head of Household in writing of the specific grounds for any proposed adverse action. The notice shall be personally served to the Head of household or an adult member of the household or sent via prepaid first-class mail, addressed to the Head of Household. The notice of proposed adverse action will inform the Head of Household

of the right to request a grievance hearing and the time period within which a hearing may be requested.

## IX. ADVERSE ACTION AND GRIEVANCE PROCEDURE

A. Actions Excluding Lease Termination: In the case of a proposed adverse action other than a proposed Lease termination, the JCHA or its property management firm shall not take the proposed action until the time for the Head of Household to request a grievance hearing has expired. If a hearing was timely requested by the Head of Household, no action shall be taken until the grievance process has been completed.

B. Actions Including Lease Termination: When the JCHA or its property management firm is required to afford the Head of Household the opportunity for a hearing under this Procedure for a grievance concerning the Lease termination (not including grievances described in Section V), the tenancy shall not terminate, even if any notice to vacate under state or local law has expired, until the time for the Head of Household to request a grievance hearing has expired, and, if a hearing was timely requested by the Head of Household, the grievance process has been completed.

## X. REQUEST FOR INFORMAL HEARINGS

A. On every Notice of Termination of Tenancy and notices for grievable actions, the Head of Household shall be notified that he/she has a right to request a grievance hearing, orally or in writing, within the applicable number of days from receipt of the Notice.

B. If an informal hearing is requested, the property management firm shall fill out and provide the head of household with a receipt indicating a request for an informal hearing was made and the date of the request. (Head of Household Receipt for RAD Informal Hearing Request – RGP2). A copy of the receipt shall be given to the Head of Household and placed in the resident's file.

C. Head of Households shall file grievances either orally or in writing with the property management firm or the JCHA department that rendered the decision involving the dispute. The Head of Household or the property management firm, upon request by the Head of Household, shall complete the RAD Grievance Hearing Proceedings Form – RGP3 that is provided by the property management firm. Head of Households shall file their grievances within the following times:

   1. 14 days for non-payment of rent;

   2. 30 days if other tenant's health and safety is threatened;

   3. 10 days for any drug related or violent crime activity; and

   4. 10 days for a felony conviction.

## XI. INFORMAL HEARING PROCESS

A. The informal hearing process for all grievances, excluding criminal activity and unit size, will follow the process listed below. Grievances involving criminal activity or unit size, will be in accordance with Section XIII below.

B. The Head of Household has the right before the informal hearing to review and/or copy any documents, records, and/or regulations that are directly relevant to the grievance raised. The Head of Household shall make the request during normal business hours and is responsible for any photocopying fees. Documents shall be provided and copies shall be made in the management office within a reasonable time period of the Head of Household's request. Costs shall not exceed 10 cents per page.

C. The JCHA, its representatives, and/or Property Management shall have the opportunity before the hearing to request copies of all documents, records, and regulations relevant to the grievance. The Head of Household, upon request, shall allow the JCHA and/or Property Management to make copies of all documents the Head of Household plans to present at the hearing.

D. The Property Management Firm, or the JCHA's Hearing Officer shall schedule and hold an informal hearing within fifteen (15) calendar days of receiving a Head of Household's hearing request. Failure to hold the informal hearing within fifteen (15) days must not be caused by the Head of Household's failure to cooperate in scheduling and/or holding the hearing.

1. If the adverse action or failure to act is the responsibility of the property management firm, the Head of Household's informal hearing shall be conducted with the property manager.

2. If the adverse action or failure to act is the responsibility of a JCHA official, the informal hearing shall be conducted by that official's supervisor or his/her designee.

E. The Head of Household has the right to be represented by counsel or by other persons chosen as the Head of Household's representative and to have such person make statements on the Head of Household's behalf.

F. Five (5) days after the informal hearing, the property management firm will submit a copy of the hearing decision to the Asset Management Department for review.

G. The Asset Manager will complete its review within five (5) days of receipt of the decision and finalize the informal hearing decision with the Property Manager.

H. Within ten (10) business days after the informal hearing, the property management firm, or the JCHA will make four copies of the informal hearing results on the RAD Grievance Hearing Proceedings Form – RGP3. If the decision will not fit on the required forms, a letter with the results attached to the RGP3 form is acceptable.

1. One copy of the informal hearing results shall be supplied to the Head of Household. The RGP3 Form shall be personally served or sent via first-class mail. If mailing is used, receipt is considered complete five (5) days after mailing.

2. One copy of the informal hearing results shall be sent to the Asset Management Department.

3. One copy of the informal hearing results shall be sent to the Office of the General Counsel.

4. One copy of the informal hearing results will be placed in the Head of Household's file.

## XII. INFORMAL HEARING PROCESS FOR CRIMINAL ACTIVITY AND UNIT SIZE

A. For grievances involving criminal activity or unit size, the informal hearing will be held by the Property Management Firm. .

B. The Head of Household has the right before the informal hearing to review and/or copy any documents, records, and/or regulations that are directly relevant to the grievance raised. The Head of Household shall make the request during normal business hours and is responsible for any photocopying fees. Documents shall be provided, and copies shall be made in the management office within a reasonable time period of the Head of Household's request. Costs shall not exceed 10 cents per page.

C. The JCHA, its representatives, and/or Property Management shall have the opportunity before the hearing to request copies of all documents, records, and regulations relevant to the grievance. The Head of Household, upon request, shall allow the JCHA and/or Property Management to make copies of all documents the Head of Household plans to present at the hearing.

D. Upon receipt of the Head of Household's hearing request, the Property Management Firm, or the JCHA shall forward the request to the HCV Hearing Officer to schedule and hold an informal hearing.

E. The HCV Hearing Officer will notify all parties, including the Head of Household, of the date, time, and place of the hearing.

F. The Head of Household has the right to be represented by counsel or by other persons chosen as the Head of Household's representative and to have such person make statements on the Head of Household's behalf.

G. Within fourteen (14) days after the informal hearing, the HCV Hearing Officer will issue its decision whether the Property Management firm or JCHA has the right to proceed with termination of the Head of Household's tenancy.

H. If the outcome of the informal hearing is in favor of the Property Management firm or JCHA, the termination of the tenancy using the due process under the New Jersey Landlord-Tenant Law shall proceed.

## XIII. REQUEST FOR FORMAL HEARINGS

A. The following residents have the right to use the formal hearing process established by this Grievance Procedure:

1. Residents living in RAD Properties;

2. Residents living in RAD units converted at mixed-income developments; or

B. For all Formal Hearings except for appeals from informal hearings involving criminal activity or unit size, the JCHA shall use the JCHA's Hearing Officer

C. If the resident disagrees with the results of his or her informal hearing, the resident shall submit a written request for a formal hearing within fifteen (15) calendar days of receiving a copy of the informal hearing results.

D. The resident must use the Resident's Formal Hearing Request Form – RGP4 supplied by the JCHA, to request a formal hearing. The resident shall be responsible for sending two copies of the form to the JCHA, via regular mail or hand delivery.

1. The resident shall send by regular mail or hand deliver one copy to the Asset Manager, who will forward a copy to the Hearing Officer.

2. If the resident fails to request a formal hearing within fifteen (15) calendar days of the sending or delivery of the informal hearing results, then the informal hearing results become final. Failure by the resident to request a formal hearing, however, shall not constitute a waiver of the resident's right to contest the JCHA's or property management firm's action or failure to act in a court of law.

E. Reasonable accommodations to persons with disabilities may include that meeting be held in an accessible location, and that all materials and notices will be in an accessible format, if requested by the resident. This includes, if necessary, that the JCHA provides qualified sign language interpreters, readers or attendants.

F. A formal hearing shall be scheduled to be held by the Hearing Officer within thirty (30) calendar days from the Asset Manager's receipt of the Formal Hearing Request Form.

## XIV. FORMAL HEARING PROCESS

A. Formal hearings shall be conducted *de novo* in accordance with this Grievance Procedure, to the extent that they are applicable and not inconsistent with this Procedure.

B. Orderly Behavior: The Hearing Officer shall require all parties, representatives and witnesses to conduct themselves in an orderly fashion. Failure to comply with the directives of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interest of the disorderly party.

C. Decision Not to Proceed: The Hearing Officer may render a decision without proceeding with the hearing if the Hearing Officer determines that the issue has been previously decided in another formal hearing or a court of law.

D. Standard of Proof: The Hearing Officer's decision shall be based upon the preponderance of evidence.

E. Burden of Proof: In the formal hearing, the resident must first establish that he/she is entitled to the relief, and he/she has requested. The JCHA or property management firm must then sustain the burden of justifying its action or failure to act, with respect to the issues underlying the grievance **24 CFR 966.56e**.

F. Evidence and Witnesses: The formal hearing shall be conducted by the Hearing Officer. All parties shall present evidence pertinent to the facts and issues raised by the grievance. The formal and technical rules of civil/criminal procedure and evidence shall not apply. Evidence, including hearsay, may be admitted only if it is the type commonly relied upon by reasonably prudent persons in the conduct of their affairs. All witnesses shall be sworn in by the Hearing Officer. All parties, including the Hearing Officer, shall have the right to question all witnesses.

G. Recordings of Hearing: A record shall be made of the formal grievance hearing by audio-tape or other appropriate means. Record of the hearing shall include documents, a copy of findings and the written decision.

    1. The Hearing Officer shall be responsible for securing a recorder prior to the formal hearing. Records shall be retained by the Hearing Officer, pursuant to law, but not for less than six (6) months from the date of the hearing.
    2. Any interested party may arrange for a copy of the formal hearing record in advance of or following the hearing, at the party's own expense.

H. Observed Rules for Fair Hearing: The resident shall be afforded a fair hearing. The following rules shall be observed in conducting a formal hearing.

    1. The resident, the JCHA and its property management firms shall have prior written notification of the date, time and location of the formal hearing, as well as the consequences for failure to appear at the hearing. The JCHA Hearing Officer shall send the notice via first-class mail or personal service no later than seven (7) calendar days before the formal hearing date.

2. The resident has the right to be represented by counsel or by other persons chosen as the resident's representative and to have such persons make statements on the resident's behalf.

3. The resident shall have the opportunity before the formal hearing to examine his/her file; to copy all documents, records, and regulations relevant to the grievance, at his/her own expense; and to take notes.

    a. Requests for copies of documents, records and regulations shall be submitted in writing by the resident or by the resident's representative to the property management firm and the JCHA.

    b. The property management firm and the JCHA have up to five (5) calendar days from the date of request to produce the documents to the resident.

    c. If the resident or the resident's representative request copies within five (5) calendar days of the hearing, copies of documents shall be made available no later than one (1) hour before the formal hearing is scheduled to begin.

    d. The resident or the resident's representative shall be responsible for paying for copies at the time the resident receives the copies from the property management firm or the JCHA. Costs for copies shall not exceed 10 cents per page.

    e. Any document requested by the resident or his/her representative, within the appropriate timeframe, that is in the possession of the JCHA or the property management firm, and that is not made available after the resident's request, may not be relied on by the JCHA or property management firm at a grievance hearing.

4. The resident shall have the right to a private hearing, unless the resident requests a public hearing.

5. The resident shall have the right to present evidence and argument in the support of his/her grievance, to challenge evidence relied upon by the JCHA and property management firms, and to confront and cross-examine all witnesses upon whose testimony the JCHA or property management firm relies.

6. All parties have the right to a decision based solely and exclusively upon the evidence presented at the hearing.

## XV. FORMAL GRIEVANCE HEARING DECISION

A. The JCHA Hearing Officer shall make a determination on the basis of the admissible evidence, testimony, and arguments presented at the hearing. The JCHA Hearing Officer shall not have

the power to impose fines, costs, sanctions or other penalties.

B. The JCHA Hearing Officer shall prepare a written decision from the formal hearing on the Order: Findings, Decisions, and Order Form. The formal hearing results shall be served via first-class mail or personal service to the resident and his or her representative, the JCHA, and the property management firm within five (5) business days of the hearing, unless the Hearing Officer determines that additional time is necessary due to the complexity of the case. If more time is required for the formal hearing decision, the Hearing Officer shall notify the resident of the revised timeline in writing within five (5) business days of the hearing.

C. The JCHA shall keep a copy of the JCHA Hearing Officer's summary, on the Order: Findings, Decision, and Order Form, with all names and identifying references deleted.

D. The decision of the JCHA Hearing Officer shall be binding on the resident and on the property management firm, which shall take all actions, or refrain from any actions necessary to carry out the decision, unless the JCHA's Board of Commissioners or its designees determines, within thirty (30) calendar days, and gives written notice to the resident, his/her representative, and to the Hearing Officer that:

1. The grievance does not concern the JCHA's action or failure to act in accordance with the complainant's Lease or regulations which adversely affect the complainant's rights, duties, welfare or status 24 CFR 966.57; or

2. The decision of the JCHA Hearing Officer is contrary to applicable Federal, State or Local law, HUD regulations or requirements of the Rental Assistant Demonstration Program (RAD) Contract between HUD and the JCHA, 24 CFR 966.57

E. The decision by the JCHA Hearing Officer or Board of Commissioners in favor of the JCHA, or which denies the relief requested by the resident, in whole or in part, shall not constitute a waiver of, nor affect any rights the resident may have to judicial review or a trial *de novo* in a court of law regarding the same matter brought up in the grievance. **24 CFR 966.57**

## XVI. INFORMAL HEARING DECISIONS FOR GRIEVANCE INVOLVING CRIMINAL ACTIVITY AND UNIT SIZE

If the outcome of the informal hearing for grievances involving criminal activity or unit size is in favor of the Management Firm, the JCHA may terminate a Lease using the due process procedure under the New Jersey Landlord-Tenant Law.

JCHA Form-RGP1

_____
Social Security Number

**NOTICE OF RIGHT TO RESIDENT'S GRIEVANCE**

I have been advised of my rights to an informal hearing with the Property Manager in case of a grievance with respect to the JCHA or property management firm's action or failure to act in accordance with the Lease, or JCHA policies, which may adversely affect my rights, duties, welfare, or status.

I have also been advised that if I am not satisfied with the proposed informal results of my grievance, I have a right to proceed to a formal hearing. I have the right to a formal hearing with the JCHA Hearing Officer under the JCHA's Grievance Procedure.

I will have the right to appear at the formal hearing and speak on my own behalf, to be represented by counsel or other representatives of my choice, at my expense, to bring witnesses and documents as I desire, and to cross-examine the JCHA or property management firms' witnesses. I have the right before the hearing to examine and copy at my expense, any documents, records, and/or regulations that are directly relevant to the grievance. I understand that I am responsible for the cost of any photocopying requested.

_____
(Print Name)

_____
(Resident's Signature)

_____
(Date)

JCHA Form-RGP2

**RESIDENT RECEIPT FOR INFORMAL HEARIING REQUEST**

A request for an informal hearing with _____
(Property Manager's Name)

was made on_____by _____
(Date) (Resident's Name)

Nature of Grievance: _____

_____

_____

_____

_____

Requested Relief: _____

_____

I,_____acknowledge receipt of the resident's
(Property Manager)

request for an informal hearing.

_____

Signature of Property Manager Date

_____

Development Name Date

_____

Property Manager Office Address Fax

_____

Signature of Resident or Representative Date

JCHA Form-RGP3

**RESIDENT'S GRIEVANCE HEARING PROCEEDINGS FORM**

DATE OF REQUEST: _____

RESIDENT'S NAME: _____

ADDRESS: _____

TELEPHONE NO._____ SS NO: _____

NATURE OF GRIEVANCE: _____

_____

REQUESTED RELIEF: _____

_____

RESIDENT'S SIGNATURE:_____ DATE: _____

JCHA MANAGEMENT SIGNATURE:_____ DATE: _____

*or resident representative

**INFORMAL HEARING**

HEARING DATE:_____ TIME: _____

LOCATION: _____

COMMENTS: _____

_____

PARTIES PRESENT: _____

_____

DISPOSITION: _____

_____

REASON FOR DISPOSITION: _____

_____

_____

_____

_____

DATE: _____

**TO THE RESIDENT: IF YOU DO NOT AGREE WITH THE DISPOSITION OF YOUR COMPLAINT WHICH RESULTS FROM THE INFORMAL HEARING, YOU HAVE THE RIGHT TO PROCEED DIRECTLY TO A FORMAL HEARING UNDER THE JCHA RESIDENT'S RAD GRIEVANCE PROCEDURE.**

**IF YOU DESIRE A FORMAL HEARING, YOU MUST SIGN AND SUBMIT THE ATTACHED FORMAL HEARING REQUEST FORM WITHIN FIFTEEN (15) CALENDAR DAYS OF TODAY.**

**IF YOU DO NOT SUBMIT THE FORM WITHIN FIFTEEN (15) CALENDAR DAYS, YOU WILL HAVE YOUR RIGHT TO A FORMAL HEARING AND THE DISPOSITION PROPOSED BY THE PROPERTY MANAGER OR CHA WILL BECOME FINAL.**

## FORMAL HEARING REQUEST FORM

PLEASE COMPLETE THIS FORM AND MAIL OR HAND DELIVER TO TH EOFFICE OF THE ASSET MANAGER:

DATE OF REQUEST: _____

RESDIENT'S NAME: _____ ACCOUNT NO: _____

ADDRESS: _____

NAME OF DEVELOPMENT IN WHICH I LIVE: _____

TELEPHONE NUMBER DURING THE DAY: _____

RESIDENT'S REPRESENTATIVE (IF ANY): _____

REPRESENTATIVE'S ADDRESS: _____

REPRESENTATIVE'S TELEPHONE NUMBER: _____

I hereby request a formal hearing to present the following grievance: _____

_____

Requested Relief: _____

_____

RESIDENT'S OR REPRESENTATIVE SIGNATURE: _____

# CHAPTER24
# TENANCY PROTECTIONS FOR VICTIMS OF ABUSE UNDER THE VIOLENCE AGAINST WOMEN ACT (VAWA)

Per the requirements of the Violence Against Women Reauthorization Act of 2013 (VAWA, and as incorporated into the HAP Contract and Tenancy Addendum, The JCHA and unit owners/managers shall not consider an incident or incidents of actual or threatened domestic violence, dating violence, or stalking as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of a victim of abuse.

Criminal activity directly related to abuse, engaged in by a household member, guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights of a victim of Criminal activity related to abuse, engaged in by a household member, guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy or occupancy rights if a member of the tenant's immediate family is the victim or threatened victim of that abuse.

If an assisted household member engages in criminal acts of physical violence against family members or others, the JCHA may terminate assistance to the offending household member, or an owner/manager may "bifurcate" a lease, or otherwise remove the household member from the lease, in order to evict, remove terminate occupancy rights, or terminate assistance for any individual who is a tenant or lawful occupant. These actions may be taken without penalizing the victim.

These statements do not limit the authority or ability of a unit owner/manager to evict, or JCHA to terminate assistance to any tenant under program guidelines if either party can demonstrate an "actual and imminent threat" to other tenants or persons employed at or providing services to the property.

An assisted family may receive a voucher and move in violation of the lease under JCHA's portability policy if the family has complied with all other obligations of the voucher program and moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking, and who reasonably believed he or she was imminently threatened if her or she remained in the assisted dwelling unit.

The JCHA will request in writing that a family that seeks to move to another unit or prevent eviction, removal, termination of occupancy rights, or termination of assistance under a claim of abuse and complete the HUD Certification of Domestic Violence, Dating Violence or Stalking. The victim shall provide the name of the perpetrator on the form. In lieu of, or in addition to the form, a victim may provide to the JCHA:

- A Federal, State, tribal, territorial, or local police record or court record; and/or

- 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 abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, or stalking has signed or attested to the documentation.

The victim of the actual or threatened violence or stalking must complete the HUD-5382 Certification of Domestic Violence, Dating Violence or Stalking within 14 business days of receiving the written request for the certification from the JCHA which could be obtained at the HCV office or the JCHA website. If the family member has not provided the requested certification by the 14th business day or any extenuation of the date provided by the JCHA, none of the protections afforded to victims of domestic violence, dating violence or stalking (collectively "domestic violence") will apply. Only if requested in writing per form 5382, an additional 14 days will be allowed. Providing form HUD-5382 alone does not constitute a written request unless accompanied by a dated letter requesting documentation.

If the HCVP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the petitioning household members as the abuser or perpetrator), the HCVP has the right to request the applicant or participant provide documentation from a 3rd party within 30 calendar days in order to resolve the conflict. If the applicant or participant refuses or fails to provide the documentation within the time frame, the HCVP does not have to provide protections under VAWA.

The JCHA will acknowledge receipt of documentation immediately but not later than the COB on the next business day.

The JCHA will exercise discretion when the adverse factor might be related to VAWA such as, poor credit history, poor rent payment history, poor behavior/bad neighbor, certain criminal acts (theft, disorderly persons, noise disturbances, threats, etc.)

All information provided by the victim to a JCHA employee or unit owner/manager relating to an incident of domestic violence, including the fact that an individual is a victim of domestic violence, dating violence, or stalking, must be retained in confidence and neither entered into any shared database nor provided to any related party, except to the extent that the disclosure is:

- Requested or consented by the individual in writing;
- Required for use in an eviction proceeding or termination of assistance; or,
- Otherwise required by applicable law.

Perpetrators will be allowed to rejoin households only upon request of the family and under a Stipulation of Settlement consenting to complete a certified anger management course and with the understanding that any future VAWA violations will result in termination of subsidy (if head of household). If the perpetrator is a member of the household, then they will be required to vacate the household upon an additional VAWA violation.

VAWA self-petitioners are those who claim to be victims of "battery or extreme cruelty". VAWA covers the following types of battery or extreme cruelty: domestic violence, dating and stalking.

HUD has determined that self-petitioners can indicate that they are in "satisfactory immigration status" when applying for assistance or continued assistance from Section 214-covered housing providers.[1] "Satisfactory immigration status" means an immigration status which does not make the individual

[1] See HUD memorandum "Eligibility of Battered Noncitizen Self-Petitioners for Financial Assistance Under Section 214 of the Housing and Community Development Act of 1980," dated December 15, 2016 (available at http://library.niwap.org/wp-content/uploads/Eligibility-of-VAWA-Self-Petitioners-2016-12-14.pdf)

ineligible for financial assistance. After verifying such immigration status in the Department of Homeland Security (DHS) Systematic Alien Verification for Entitlements (SAVE) System, PHAs will make a final determination as to the self-petitioner's eligibility for assistance.

**Applicability to other VAWA Housing Protections -** Not every noncitizen victim who has been subjected to battery or extreme cruelty will qualify under these procedures. In order to qualify, the noncitizen victim must have been battered or subjected to extreme cruelty by their spouse or parent, who is a U.S. Citizen or LPR. PHAs may receive a petition at any time, but submissions will most likely be related to a request for VAWA protections pursuant to 24 CFR Part 5 Subpart L (e.g. with a request for an emergency transfer or family breakup resulting from domestic violence, dating violence, sexual assault, or stalking). See PIH 2016-09. Once a PHA receives a self-petition (INS Form 797, it is prohibited from requesting any additional information from the VAWA self-petitioner, other than what is required below to complete the verification.

**Procedure** – When a PHA receives a self-petition or INS Form 797 Notice of Action, the PHA must initiate verification in the SAVE System:

1. Enter self-petitioner name, alien ID number and date of birth in the SAVE System. The system will provide one of the following responses:

    - If the SAVE system responds with a match, no further action is necessary at this time. Skip to step 3.
    - If the SAVE system responds, "no match", the PHA must complete the following additional steps. Continue to step 2.

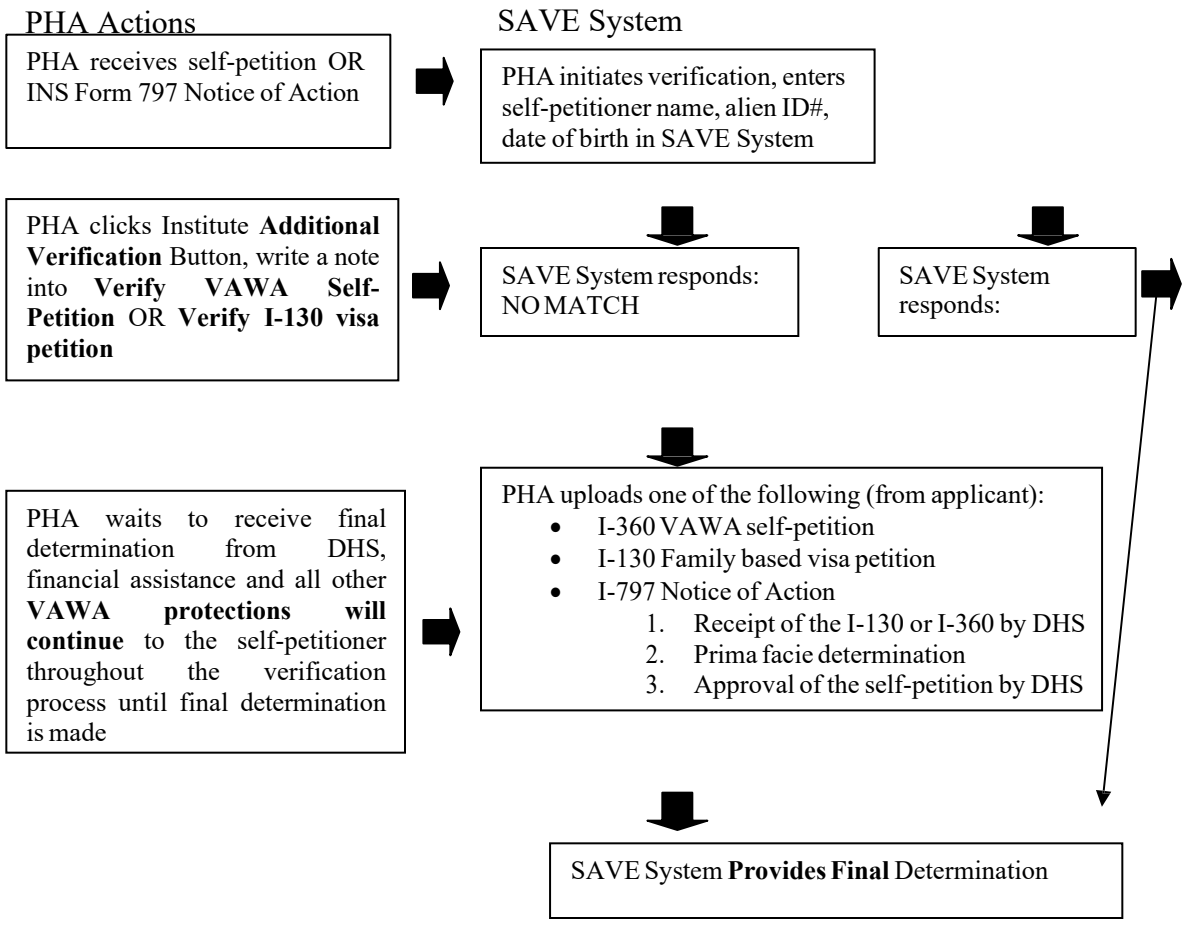
2. Push the button for "Institute Additional Verification". In the next screen, in the memo field, type in the memo field "verify I -130". Upload on of the following documents from applicant:

    - I-360 VAWA Self-Petition
    - I-130 Family-Based Visa Petition
    - I-797 Notice of Action

Steps undertaken by DHS:

- Receipt of I-130 or I-36
- Prima facie determination
- Approval of self-petition

3. Wait for a final determination from the SAVE System. You will receive one of two confirmations: (1) the VAWA self-petition is verified, in which case, the applicant is immediately eligible for housing and no evidence of battery or extreme cruelty shall be requested or collected; (2) the I-130 is verified, in which case, the petitioner submitting a family-based visa petition must provide to the PHA any evidence of "battery or extreme cruelty". See 8 USC 1154(a)(I)(J). Housing assistance and all other VAWA protections will be granted to the self-petitioner throughout the verification process until a final determination of LPR status is made. If the final determination is to deny the VAWA self-petition, the PHA must alert the petitioner and take actions to terminate voucher assistance or evict the petitioner from public housing in accordance with the existing public housing requirements.


PHA Actions
SAVE System
PHA receives self-petition OR INS Form 797 Notice of Action
PHA initiates verification, enters self-petitioner name, alien ID#, date of birth in SAVE System
PHA clicks Institute **Additional Verification** Button, write a note into **Verify VAWA Self-Petition** OR **Verify I-130 visa petition**
SAVE System responds: NO MATCH
SAVE System responds:
PHA waits to receive final determination from DHS, financial assistance and all other **VAWA protections will continue** to the self-petitioner throughout the verification process until final determination is made
PHA uploads one of the following (from applicant):
• I-360 VAWA self-petition
• I-130 Family based visa petition
• I-797 Notice of Action
1. Receipt of the I-130 or I-360 by DHS
2. Prima facie determination
3. Approval of the self-petition by DHS
SAVE System **Provides Final** Determination

# CHAPTER 25
# LEAD SAFE HOUSING POLICIES PERTAINING TO ELEVATED BLOOD LEAD LEVELS FOR THE HOUSING CHOICE VOUCHER AND PROJECT BASED VOUCHER PROGRAM

The Lead Safe Housing Policies applies to "target housing," which, under the Lead Safe Housing Policies, is any housing constructed prior to 1978, except housing for households for the elderly or persons with disabilities or any 0- bedroom dwelling (unless any child who is less than 6 years of age resides or is expected to reside in such housing).

Childhood lead poisoning has serious negative consequences on childhood growth and development. The U.S. Centers for Disease Control and Prevention (CDC) has consistently affirmed that deteriorated lead-based paint and lead-contaminated dust are the most hazardous sources of lead exposure in children. Lead-based paint can be found in homes built before 1978, with an increased prevalence in very old homes with original painted windows, doors, and trim (Jacobs et al., 2002; Cox et al., 2015).

In 2012, the CDC lowered its reference level for lead in the blood of children under age 6 to 5 micrograms of lead per deciliter of blood, and provided guidance for health departments and medical professionals at www.cdc.gov/nceh/lead/acclpp/cdc_response_lead_exposure_recs.pdf. On January 13, 2017, HUD amended the LSHR to align it with CDC's updated guidance.

Consistent with CDC's guidance, HUD is now using the reference level of 5 micrograms per deciliter to identify children with an EBLL. This new level is the blood lead level of the highest 2.5 percent of U.S. children ages 1 to 5 years. CDC may revise this level in the future, and if so, HUD will update its EBLL as used under the LSHR, via the notice and comment process, as provided by the definition of EBLL in the amendment (24 CFR 35.110).

However, if a state or local government establishes more protective standards in response to lead in children's blood, LSHR's section 35.150 directs PHAs to follow those standards.

**Housing Choice Voucher (HCV) Program**

For Housing Choice Voucher (HCV) units, when a child under 6 is identified with an EBLL, the PHA or the owner, as described below, must take certain steps. (For a more detailed explanation please refer to section: "Responding to EBLLs, Environmental Investigations, and Lead Hazard Control"). For HCV program, the regulations identify the PHA as the designated party for ensuring compliance with all the regulations. This included the same steps as for public housing, except that the owner is responsible for some of the steps, and the PHA, other steps. In addition, for several steps, as described below, the PHA may wish to collaborate with the owner to expedite implementation.

The Owner is responsible for:

● **Initial notification of a confirmed case to HUD:** Notifying the HUD field office and the HUD Office of Lead Hazard Control and Healthy Homes of the case – that is, the child's address – within 5 business days. The PHA may wish to collaborate with the owner on this notification process, such as by agreeing with the owner to be notified of the case by the owner and to forward the notification to the two HUD offices.
● **Initial notification of the public health department, when necessary:** When the owner is notified of the case by any medical health care professional other than the public health department, the owner shall notify the public health department of the name and address of the child within 5 business days. The PHA may wish to collaborate with the owner on this notification process, such as by agreeing with the owner to inform the public health department.
● **Verification of the case, when necessary:** When the owner receives information from a person who is not a medical health care provider that a case may have occurred, the owner should immediately convey the information to the PHA so the PHA may notify the public health department, if the PHA has indicated, or indicates at this time, that it wishes to collaborate with the owner on implementation of the rule, as described below.
● **Control of lead-based paint hazards:** Completing the reduction of lead-based paint hazards in the index unit and common areas servicing that unit that were identified by the environmental investigation conducted by the PHA within 30 calendar days, using a certified lead-based paint abatement firm or certified lead renovation firm. Work shall include occupant protection, and clearance of the unit and common areas servicing that unit by an independent certified risk assessor or a trained dust sampling technician working under the risk assessor in accordance with section 35.1340.
● **Notification to other residents:** As already required by the LSHR, in a multiunit property, the owner must notify all residents of lead evaluation and hazard control activities.
● **Ongoing maintenance:** Maintaining covered housing without deteriorated paint if there is child under 6 in the family in accordance with sections 35.1220 and 35.1355(a).

The PHA is responsible for:

● **Verification of the case, when notification is not from a medical health care provider:** The PHA may wish to collaborate with the owner on this verification of an EBLL case, such as by agreeing with the owner to receive the information about the possible case. The PHA shall immediately verify the information with the public health department or other medical health care provider.
● **Environmental Investigation:** Conducting an environmental investigation of the child's unit and the common areas servicing that unit in accordance with Chapter 16 of the HUD *Guidelines*, as described in section 6 below. If lead-based paint hazards are found in the child's unit (the index unit) in a multiunit property, see section 9 below regarding risk assessments to be conducted in other covered units with a child under age 6 and the common areas servicing those units.
● **Monitoring of owner's compliance with LSHR**: Monitoring the owner's compliance with the LSHR in accordance with the Housing Assistance Payments (HAP) contract between the PHA and the owner. PHAs can perform oversight of this in conjunction with periodic Housing Quality Standards (HQS) inspections, but not at a frequency less than annually if there was deteriorated paint or known lead-based paint hazards identified in the child's unit or common areas servicing that unit. This includes such actions as (see above) monitoring the owner's:

- Notifying HUD of a confirmed case;
- Notifying the public health department when any other medical health care professional notified the owner of the case;
- Verifying the case when the owner receives information from a person who is not a medical health care provider that a case may have occurred;
- Ensuring that any required lead hazard control (including passing clearance) is complete;
- Ensuring that residents of other units in a multiunit property were notified of lead evaluation and hazard control activities; and
- Ensuring that ongoing maintenance of paint is conducted in accordance with sections 35.1220 and 35.1355(a).

● **Control:** Ensuring the owner completes and clears the control of lead-based paint hazards identified in the Environmental Investigation of the index unit and the common areas servicing that unit. If lead-based paint hazards are found in the index unit in a multiunit property, and the risk assessments in other covered units with a child under age 6 and the common areas servicing those units identified lead-based paint hazards, control those lead-based paint hazards as described in section 9 below.

The PHA may wish to collaborate with the owner on the response, including providing the names of qualified and certified lead hazard control contractors, providing for the clearance examination, and ensuring notification to other residents in a multi-unit property.

The following table summarizes the responsibilities of PHAs and HCV rental property owners for compliance when a child in the HCV program is identified with an EBLL.

| **Activity** | **Responsible Entity** | |
|---|---|---|
| | **PHA** | **HCV Owner** |
| Initial notification of confirmed case to HUD | * | √ |
| Verification, when necessary | √ | * |
| Initial notification of confirmed case to public health department, when necessary | * | √ |
| Environmental Investigation | √ | |
| Lead Hazard Control | | √ |
| Clearance after work completed | * | √ |
| Notification to other residents | | √ |
| Ongoing LBP Maintenance | | √ |
| Monitoring of owner's compliance with LSHR and HQS | √ | |

*The PHA may wish to collaborate with the owner on implementing this process, as described above.

**Project-Based Vouchers (PBV)**

For project-based vouchers, when a child under 6 is identified with an EBLL, the owner must take the following steps. For several steps, as described below, the PHA may wish to collaborate with the owner to expedite implementation.

The owner is responsible for:

● **Initial notification of a confirmed case to HUD:** Notifying the HUD field office and the HUD Office of Lead Hazard Control and Healthy Homes of the case – that is, the child's address – within 5 business days. The PHA may wish to collaborate with the owner on this notification process, such as by agreeing with the owner to be notified of the case by the owner and to forward the notification to the two HUD offices.

● **Initial notification of a confirmed case to public health department, when necessary:** When the owner is notified of the case by any medical health care professional other than the public health department, the owner shall notify the public health department of the name and address of the child within 5 business days. The PHA may wish to collaborate with the owner on this notification process, such as by agreeing with the owner to inform the public health department.

● **Verification of the case, when necessary:** When the owner receives information from a person who is not a medical health care provider that a case may have occurred, the owner shall immediately convey the information to the public health department, asking that department to verify the information to determine whether the child has an EBLL. The PHA may wish to collaborate with the owner on this verification process, such as by agreeing with the owner to receive the information, convey the information to the public health department and ask for that department's verification, and convey the result of the verification to the owner for further action if the case is confirmed or closing out the action if not.

● **Environmental Investigation:** Within 15 calendar days, conducting an environmental investigation of the child's unit and the common areas servicing that unit in accordance with Chapter 16 of the HUD *Guidelines*. The PHA may wish to collaborate with the owner on this evaluation process, such as by agreeing with the owner to conduct the environmental investigation. If lead-based paint hazards are found in the child's unit (the index unit) in a multiunit property, see below regarding risk assessments to be conducted within 30 or 60 calendar days in other covered units with a child under age 6 and the common areas servicing those units depending on the number of units.

● **Control:** The owner must control (and clear) any lead-based paint hazards identified by the environmental investigation within 30 calendar days using a certified lead-based paint abatement firm or certified lead renovation firm, including having the unit and common area pass a post-work dust clearance exam in accordance with section 35.1340. If lead-based paint hazards are found in the index unit in a multiunit property, and the risk assessments in other covered units with a child under age 6 and the common areas servicing those units identified lead-based paint hazards, control those lead-based paint hazards within 30 or 90 days depending on the number of units as described below.

● **Notification to other residents:** As already required by the LSHR, in a multiunit property, the owner must notify all residents of lead evaluation and hazard control activities.

● **Follow-up notification:** The owner must notify the HUD Field Office of the results of the environmental investigation and then of the lead hazard control work within 10 business days of the deadline for each activity. The PHA may wish to collaborate with the owner on this notification process, such as by agreeing with the owner to be notified of the results and then forwarding them to the Field Office.

● **Ongoing lead-based paint maintenance:** As already required by the LSHR in sections 35.715(c) and 35.720(b), after the work passes clearance, the owner must ensure that the unit and common areas are maintained as lead-safe for continued occupancy, which includes no deteriorated paint or failed lead hazard control methods. The requirements for ongoing LBP maintenance are in section 35.1355(a).

● **Reevaluation if PBV exceeds $5,000 per unit per year:** As already required by the LSHR in section 35.715(c), if the PBV is for more than $5,000 per unit per year, the owner must generally conduct periodic reevaluations every two years, using a certified lead risk assessor, and respond to them. The reevaluations shall be for: deteriorated paint surfaces unless they are known not to be lead-based paint, deteriorated or failed interim controls of lead-based paint hazards or encapsulation or enclosure treatments, dust-lead hazards, and soil-lead hazards in newly bare soil. Exceptions from the reevaluation requirement are in section 35.1355(b)(1) and (4); the requirements for responding to the reevaluations are in section 35.1355(c).

The PHA is responsible for:

● **Monitoring of owner's compliance with LSHR**: Monitoring the PBV owner's compliance with the LSHR in accordance with the Housing Assistance Payments (HAP) contract between the PHA and the owner. This includes such actions as (see above) monitoring the owner's compliance in:

- o Notifying HUD of a confirmed case;
- o Notifying the public health department when any other medical health care professional notified the owner of the case;
- o Verifying the case when the owner receives information from a person who is not a medical health care provider that a case may have occurred;
- o Ensuring that any required lead hazard control (including passing clearance) is complete;
- o Ensuring that residents of other units in a multiunit property were notified of lead evaluation and hazard control activities; and
- o Ensuring that ongoing maintenance of paint is conducted.

The PHA may wish to collaborate with the owner on this monitoring, such as in ways described above.

● **Housing Assistance Payments Contract monitoring:** For the owner to allow the resident family to return to full occupancy of their housing unit, the owner must notify the family of the completion of work and passing of clearance. Because the PHA will be monitoring the owner's compliance with the LSHR in accordance with the HAP contract between the PHA and the owner, the PHA may wish to collaborate with the owner on this monitoring process, such as by agreeing to have the owner inform the PHA that the lead hazard control (including passing clearance) is complete and providing documentation.

● **Lead Hazard Control:** Ensuring the owner completes and clears the control of lead-based paint hazards identified in the Environmental Investigation of the index unit and the common area servicing that unit. If lead-based paint hazards are found in the index unit in a multiunit property, and the risk

assessments in other covered units with a child under age 6 and the common areas servicing those units identified lead-based paint hazards, control those lead-based paint hazards as described below.

● **Ongoing monitoring:** Units with identified lead-based paint hazards must have annual re-examinations for deteriorated paint and/or failed hazard control. This can be done in conjunction with periodic HQS inspections, but not at a frequency less than annually if there was deteriorated paint or known lead-based paint hazards identified in the child's unit or common areas servicing that unit.

The following table summarizes the responsibilities of the owner for compliance when a child in the PBV program is identified with an EBLL, and ways in which the PHA can collaborate with the owner in such a case.

| **Activity** | **Responsible Entity** | |
|---|---|---|
| | **PHA** | **PBV Owner** |
| Initial notification of confirmed case to HUD | * | √ |
| Verification, when necessary | * | √ |
| Initial notification of confirmed case to public health department, when necessary | * | √ |
| Environmental Investigation | * | √ |
| Lead Hazard Control | | √ |
| Clearance after work completed | * | √ |
| Notification to other residents | | √ |
| Ongoing LBP Maintenance | | √ |
| Periodic Reevaluation and Response, if >$5,000/unit/year | √ | √ |
| Monitoring of owner's compliance with LSHR | √ | |

The PHA may collaborate with the owner on implementing this process, as described above.

**Responding to EBLLs, Environmental Investigations, and Lead Hazard Control Verification:**

The first step a PHA or owner, as applicable, based on the type of assistance, or the PHA on behalf of the owner, if they have decided to collaborate in that way (see above), must take when learning of a child with an EBLL from a parent, guardian, or other person or entity that is not a medical health care provider is to verify the results, and determine whether it is a confirmed EBLL. In accordance with Chapter 16 of the HUD *Guidelines*, a confirmed EBLL is one measured through a venous (i.e., from a vein) blood draw, or two capillary blood specimens, drawn within 12 weeks of each other, both with elevated lead concentration. If the parent or guardian suspects that a child under 6 has an EBLL based on a single fingerprint, they should see a medical health care provider to obtain confirmation.

PHAs and owners can verify the report with the local health department or the child's medical health care provider. For the HCV and PBV programs, the owner may wish to collaborate with the PHA to notify the PHA of the EBLL within 5 days so that the PHA can notify the public health department or the child's medical health care provider.

If the parent or guardian provides the PHA or owner, as applicable, with a written EBLL diagnosis from a medical healthcare professional, or the public health department notifies the PHA or owner, as applicable, of the case, no additional verification is needed.

If an EBLL has been reported but not verified, the PHA or owner shall make at least 2 attempts to verify the information with the medical health care provider or health department. If the PHA's verification attempts fail, the PHA must inform the Field Office, which must attempt its own verification and/or inform OLHCHH, which will attempt the verification.

Once an EBLL has been verified, the PHA (for public housing) or owner (for PBV or HCV housing), as applicable, must notify their field office representative and OLHCHH within 5 business days. Notifications to OLHCHH must be by done via email to LeadRegulations@hud.gov. The PHA may wish to collaborate with the owner on this notification process, such as by agreeing with the owner to be notified of the results and then forwarding them to the Field Office and OLHCHH.

In the notification to their field office representative and OLHCHH, the PHA or owner, as applicable, must provide:

- PHA code and name, if the PHA is providing the notification, or Owner's name and address, if the owner is;
- Date of EBLL test result;
- Program (public housing, HCV, project-based vouchers);
- Unit address and, if the housing is in a multi-unit property or development, the development name; and
- Whether the PHA or owner has notified the public health department of the EBLL, or been notified by the health department, and the date of that notification.

Information emailed to HUD should not include the child's name or blood result. This information is considered personally identifiable information (PII) and is also confidential medical information which shall be maintained in accordance with the PHA's policy for private medical information. If the PHA must transmit PII, it shall be done in a secure manner or in an encrypted email. For more information on Privacy Protection Guidelines for PHAs, see PIH-2015-06.

**Investigation:**

Next, the PHA or owner, as applicable, based on the type of assistance, or the PHA on behalf of the owner, if they have decided to collaborate in that way (see above), must next ensure that a certified Lead-Based Paint Risk Assessor performs an "environmental investigation," as defined above, in the child's home and any common areas that service the unit.

The environmental investigation must be completed within 15 calendar days after verification or notification by a public health department or other medical health care provider. PHAs and owners can find certified lead risk assessment firms through either their state lead licensing agency or EPA's website at www.epa.gov/lead.

In some cities and counties, the local public health department will evaluate the child's home for lead-based paint hazards and other possible sources of lead exposure when a child is found with an EBLL. In these instances, the PHA or owner, as applicable, is not required to perform an additional environmental investigation, and can rely on the results of the health department's evaluation.

After receiving the results of an environmental investigation (or an evaluation report from the health department), the PHA must notify their assigned HUD field office contact within 10 business days and the family of the results within 15 calendar days. The notifications must include the date the investigation was completed. If the evaluation was completed in a multiunit property, the PHA must also notify all residents that an evaluation was completed in accordance with section 35.125. This must be done by letter or notice delivered to each occupied dwelling unit affected by the evaluation, and not by central posting. The LSHR prohibits, for the protection of the privacy of the child and the child's family or guardians, notice of environmental investigation being posted to any centrally located common area. (See section 35.125(c)(4)(iii).)

**Required Lead-Based Paint Hazard Control**

If lead-based paint hazards are identified by the environmental investigation, the hazards must be addressed within 30 calendar days of receiving the results. This means performing any necessary lead-based paint hazard control work in the unit and common areas servicing the unit, and conducting a clearance examination on the unit and common areas when the work is complete. The work must be performed by a certified lead abatement or lead renovation firm, with the clearance examination performed by a certified risk assessor or clearance sampling technician as described in section 35.1340.

The party that does the hazard control work and the clearance examination depends on the assistance program:

● In the public housing program, the PHA is responsible for completing the hazard control work and conducting the clearance examination.

● In the HCV and PBV programs, the owner is responsible for completing the hazard control work and conducting the clearance examination. The PHA may wish to collaborate with the owner on conducting the clearance examination, as described above.

The HUD field office must be notified of the lead hazard control work that was completed and the results of the clearance examination within 10 business days of passing clearance. The party that does this notification depends on the assistance program:

- In the HCV and PBV programs, the owner is responsible for notifying the HUD field office. The PHA may wish to collaborate with the owner on notifying the HUD field office, as described above.

The table below summarizes the timelines for environmental investigations, lead hazard control work, clearance, and field office notifications when the PHA learns a child has an EBLL

| . **Activity** | **Timeframe** |
|---|---|
| Notify HUD field office and OLHCHH of EBLL case | Within 5 business days after verification of the EBLL |
| Conduct environmental investigation | Within 15 calendar days after verification of the EBLL |
| Notify HUD field office of results of environmental investigation | Within 10 business days after receiving the results of the environmental investigation |
| Complete lead hazard control work and clearance | Within 30 calendar days of receiving the results of the environmental investigation. |
| Notify HUD field office of results of clearance | Within 10 business days after clearance |

**Index Units**

In a case where the child discovered to have an EBLL lives in a multiunit property, the child's home is considered the "index unit" under the new regulations. As described below, if the index unit is found to contain lead-based paint hazards, additional evaluation is required for other assisted target housing units in the property where children under age 6 reside (known as other "covered units"). Note that a multiunit property can include multiple buildings, and all buildings are covered if they meet the definition of target housing. This requirement already existed for public housing under 35.1130(f). Under this new rule, the requirement has been extended to the HCV and PBV programs.

**Index Units Recently Tested**

An index unit may not need a full environmental investigation under the following scenarios:

- An environmental investigation was performed by the health department or another party between the time that the child's blood was last sampled and the date that the PHA, designated party or owner (as applicable) was notified of the EBLL. If a risk assessment was performed, a certified risk assessment firm can be brought in to conduct the elements of an environmental investigation that go beyond the requirements of a risk assessment.
    - If a risk assessment was performed on the unit prior to the date that the child's blood was last sampled, the results of the risk assessment cannot be relied on, and a full environmental investigation must be performed.

- If the unit is scheduled for redevelopment or demolition, and the tenants are expected to be relocated within 45 calendar days. In this scenario, the PHA does not have to perform the environmental investigation if the family is relocated within 15 calendar days.
    - In this scenario, the PHA may not know if the index unit contains lead-based paint hazards. Without test results, the PHA would have to presume all covered units contain lead-based paint hazards.
    - Allowing the family to move from the index unit would not exempt any other covered unit in the property from the need for a risk assessment, unless those units are also scheduled for redevelopment or demolition and relocation is scheduled within 45 days.
    - If the PHA chooses to perform an environmental investigation in the index unit anyway and finds there are no lead-based paint hazards, additional testing or expedited relocation of families in covered units would not be necessary.

**Other Covered Units of the Property (and Common Areas Servicing those Units)**
If the environmental investigation indicates there are lead-based paint hazards in the index unit or common areas servicing that unit, any other assisted units in the property with a child under age 6 residing ("Other Covered Units") must receive a risk assessment, as must common areas servicing those units. This includes other assisted units designated as housing for the elderly and/or persons with disabilities where a child under age 6 resides or is expected to reside. The party that conducts the risk assessments depends on the assistance program:

- In the HCV and PBV programs, the owner is responsible for conducting the risk assessments. The PHA may wish to collaborate with the owner on conducting the risk assessments, as described in section 5, above.

The risk assessments of the other covered units must be conducted within 30 calendar days of receiving the results of the environmental investigation for a property with 20 other covered units or fewer, and within 60 calendar days for a property with more than 20 other covered units.

While a PHA or owner may, for its own strategic reasons, choose to conduct risk assessments on all the other assisted dwelling units with a child under age 6 (or even all the other assisted dwelling units or all the other dwelling units), random sampling of other covered dwelling units to be assessed is permissible in properties with more than 20 covered dwelling units for pre-1960 properties, and more than 10 covered dwelling units for 1960-1977 properties. HUD's sampling protocol can be found in Table 7.3 of the *Guidelines,* on page 7-38. For example, for a 1925 multiunit property in which there are 47 other covered units (with certain characteristics identified in the table) shows that at least 31 units are to be sampled randomly.

If the evaluation was completed in a multiunit property, all assisted residents must be notified that an evaluation was completed. The party that conducts the resident notification depends on the assistance program:

- In the HCV and PBV programs, the owner is responsible for notifying the assisted residents. The PHA may wish to collaborate with the owner on notifying the assisted residents, as described above.

All lead-based paint hazards identified by the risk assessments must be controlled. As under the original LSHR, if a random sampling of units and/or common areas is used in the risk assessment, if lead-based paint hazards were found in that sample, all units and/or common areas represented by the random sampling must have corresponding building components that have lead-based paint hazards in sampled and un-sampled units controlled, because the components in un-sampled units are presumed to have lead-based paint hazards.

The table below summarizes the timelines for risk assessments, lead hazard work, and clearance for other covered dwelling units depending on the number of units in the property.

| **Activity** | **If the Property Has 20 or Fewer Other Covered Units** | **If property Has More than 20 Other Covered Units:** |
|---|---|---|
| Conduct risk assessment | Within 30 calendar days of receiving the results of the environmental investigation | Within 60 calendar days of receiving the results of the environmental investigation |
| Complete lead hazard control work and clearance | Within 30 calendar days of receiving the results of the risk assessment | Within 90 calendar days of receiving the results of the risk assessment |

**Exemptions for Other Covered Units**

A covered dwelling unit *is* exempt from needing a risk assessment under the following scenarios:

The property has been certified by a State- or EPA-certified lead inspector as lead-based paint free or all lead-based paint has been identified and removed through abatement, and clearance has been achieved. Lead-based paint free means that the housing has been found to be lead-based paint free by a State- or EPA-certified lead inspector in accordance with Chapter 7 of the Guidelines. This exemption would not be applicable to units that have undergone lead abatement through enclosure or encapsulation, because they still contain lead-based paint behind the enclosure or encapsulant.

- The dwelling unit is scheduled for demolition. While units scheduled for redevelopment are generally not exempt, language in the preamble to the Final Rule permits exemption of a dwelling unit for redevelopment where start of construction and completion of tenant relocation is to occur within 45 calendar days (i.e., the sum of the 15-day period for conducting the environmental investigation and the 30-day period for conducting lead hazard control in the unit). In that scenario, the dwelling unit does not need a risk assessment; however, the family must be relocated out of the unit within 15 calendar days.

A covered dwelling unit *may* be exempted from needing a risk assessment if one was recently performed and hazards were already controlled. Specifically:

- The PHA or owner conducted a risk assessment of the covered dwelling unit in question and the common areas servicing that unit, and any necessary interim controls on identified lead-based paint hazards were performed, including passing clearance. The risk assessment and controls must have been performed between the date the child's blood was last sampled and the date the owner received the notification of the elevated blood lead level; and
- The PHA or owner has documentation of compliance with evaluation, notification, lead disclosure, ongoing lead-based paint maintenance, and lead-based paint management requirements under this part throughout the 12 months preceding the date the owner received the environmental investigation report; and

Certified documentation is provided to the HUD field office to this effect, including copies of the risk assessment and the results, and a copy of the clearance exam. The party that provides this documentation depends on the assistance program:

- In the HCV and PBV programs, the owner is responsible for providing the documentation to the HUD field office. The PHA may wish to collaborate with the owner on providing the documentation, as described in section 5, above.

**Monitoring and Enforcement**

HUD may request documentation of compliance with the LSHR at any time, for the HCV, PBV, and public housing programs.

**HCV and PBV Program**

PHAs are responsible for ensuring compliance with the regulations, and, for the HCV programs, funding initial lead evaluations if a child under 6 is an active HCV family is identified with an EBLL and it is reported to the PHA, or identified through address matching with the health department, but the HCV or PBV owner has certain requirements that the PHA must oversee in accordance with their housing assistance payment contract with the owner, including:

- The owner is responsible for promptly notifying the HUD field office and the Office of Lead Hazard Control and Healthy Homes of EBLL cases, although the PHA may wish to collaborate with the owner on this notification, as described above.
- The owner is responsible for performing the lead hazard control work, and for incorporating ongoing lead-based paint maintenance activities into regular building operations (see section 35.1355(a)), including conducting a visual assessment for deteriorated paint, dust-lead hazards, bare soil, and the failure of any hazard reduction measures at unit turnover and every twelve months.

The PHA can assist owners in finding certified contractors, or in obtaining training and submitting the documentation to become certified to perform lead hazard control work themselves. See the EPA lead website, www.epa.gov/lead. PHAs can also opt to have a certified risk assessor on staff with the PHA becoming a certified risk assessment firm, where required, or available via contract (the PHA does not have to become a certified risk assessment firm). PHAs must also ensure units that had lead-based paint hazards identified receive annual and turnover visual assessments to ensure that the interim controls have not failed and that there is no new deteriorated paint. The party that conducts the visual assessments depends on the assistance program:

- In the HCV and PBV programs, the owner is responsible for conducting the visual assessments. The PHA may wish to collaborate with the owner on conducting the visual assessments, as described above.

If the required evaluation and lead hazard control work is not completed for the index unit or other covered units within the established timeframes, the dwelling unit(s) shall be considered out of compliance with HQS. Enforcement may include suspension, reduction, or termination of housing assistance payments (HAP). If the owner does not meet the requirements after enforcement, the unit is not in compliance with HQS, and the PHA must terminate the HAP contract and assist the family in finding a unit that will meet HQS and is lead-safe. A lead safe unit is one that is either built after 1977, or one built before 1978 that has had a risk assessment, control of any lead-based paint hazards identified, and met clearance. PHAs should follow the existing regulations at section 982.404 for HQS enforcement of the HCV and PBV programs before the family moves in. (If the owner or PHA, as applicable, is unable to comply with the deadline for lead hazard control work due to weather conditions, the PHA can allow additional time in accordance with section 35.115(a)(12).)

See the Non-Reporting segment below for guidance on instances when the owner has not reported an EBLL case to HUD or the public health department, either directly or through the PHA, or when the PHA, after being notified of an EBLL case by the owner, has not reported the case to HUD or the public health department, when required.

**Non-Reporting in HCV and PBV Programs**

If a person becomes aware of an EBLL case where the owner or PHA did not report the EBLL to HUD or the public health department when required, the person should report the case to the OLHCHH at LeadRegulations@hud.gov, and to the Office of the Inspector General via the OIG Hotline at www.hudoig.gov/hotline. Under the Whistleblower Protection Act, it is illegal for HUD, PHAs, HCV property owners, and PBV property owners to retaliate against their employees and personal service contractors for disclosing a case to the OIG. See 5 U.S.C. § 2302; 41 U.S.C. § 4712.

**Data Sharing with Public Health Departments**

At least quarterly, the PHA must provide an updated list of their HCV property target housing addresses to the health department so that the health department may evaluate whether they have information about incidences of EBLL cases in assisted housing. If the health department does not want, or is unable, to receive this data, the PHA should document this for HUD compliance reviews. PHAs should also attempt quarterly to obtain the names and addresses of children under age 6 with an EBLL that live in their owned or managed housing from the health department. If a match occurs, the PHA shall comply with all requirements of the LSHR and this guidance.

If a health department agrees to share EBLL information, the PHA must ensure that this information is protected and maintained as confidential, and is used only for the public health protection of children and their families from lead exposure.

# Chapter 26
# AMENDMENTS I

**Modifications to Further Fair Housing**
**In Regards to the Vouchers Awarded Under the**
**Non-Elderly Persons with Disabilities Program**

The Jersey City Housing Authority's ("JCHA") Section 8 Housing Choice Voucher (HCV) Program currently operates a Mainstream Program (200). As part of FY 2010 funding request, The JCHA is required to submit an addendum to our HCV Administrative Plan that outlines reasonable steps the JCHA will take to affirmatively further fair housing in regards to the vouchers awarded under this time NOFA.

The Reasonable steps that the JCHA are required to perform are:

(a) Identifying and ensuring certification of eligible Non-Elderly families with disabilities that are on the JCHA's Public Housing waiting list. Currently there are 737 Non-Elderly persons with disabilities on the Public Housing waiting List. These Public Housing families will be admitted to the HCV Program as special admissions under 24 CFR 982.203.

(b) Informing applicants on how to file a fair housing complaint including the provision of the toll free number for the Housing Discrimination Hotline: 1–800–669–9777. (A poster is displayed in the waiting room area, this information is also provided in the briefing packet).

Further, the JCHA will comply with the affirmatively furthering fair housing requirements of 24 CFR Section 903.7(o) by:

(1) Examining its programs or proposed programs

(2) Identifying any impediments to fair housing choice within those programs

(3) Addressing those impediments in a reasonable fashion in view of the resources available

(4) Working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the JCHA's involvement

(5) Maintaining records reflecting these analyses and actions.

Finally, the JCHA will take the following proactive steps in addressing accessibility problems for persons with disabilities:

(1) Where requested by an individual, assist program applicants and participants to gain access to supportive services available within the community, but not require eligible applicants or participants to accept supportive services as a condition of continued participation in the program;

(2) Identify public and private funding sources to assist participants with disabilities in covering the costs of structural alterations and other accessibility features that are needed as accommodations for their disabilities;

(3) Not deny persons who qualify for a HCV under this program other housing opportunities, or otherwise restrict access to JCHA programs to eligible applicants who choose not to participate;

(4) Provide housing search assistance;

(5) In accordance with rent reasonableness requirements, approve higher rents to owners that provide accessible units with structural modifications for persons with disabilities; and

(6) Provide technical assistance, through referrals to local fair housing and equal opportunity offices, to owners interested in making reasonable accommodations or units accessible to persons with disabilities.

**Study Description for the Jersey City Housing Authority's Action Plan**

The Jersey City Housing Authority has entered into a Memorandum of Understanding with MDRC, a non-profit national research organization hired by HUD, to conduct a national study of the Family Self Sufficiency (FSS) Program. The goal of the study is to understand whether the services that FSS provides such as escrow accounts, referrals for education, job training, employment and social services, and job search assistance have a significant impact on participants.

During the study enrollment period (February 11, 2014 through February 11, 2015), all tenants who wish to participate in the FSS Program must be given the choice to be a part of the study or wait to join the FSS Program at the expiration of the enrollment period when the application process will go back to our prior method.

During the study period, selection into FSS will be done by a computerized random assignment method. The computer will randomly assign applicants to one of two groups: The FSS Group where clients assigned to this group will be enrolled in the FSS program and receive all of the services offered by the FSS Program, or The Control Group where clients assigned to this group will not be able to enroll in FSS or receive its services, but will be given a list of other available social services in the community. Applicants assigned to either group will be a part of the study. Group assignment is strictly random and is not based on personal characteristics, background or any other criteria much like a lottery.

Participants in either group may withdraw at any time; however, members of "The Control Group" will have to wait three (3) years after the date of enrollment into the study to apply for enrollment into the Jersey City Housing Authority's FSS Program.

# GLOSSARY
# DEFINITION OF TERMINOLOGY

All definitions provided below are in compliance with U.S. Department of Housing and Urban Development (HUD) regulations under 24 CFR 5.100, 5.403, 5.603, 982.207, 982.4 and as otherwise cited.

**1937 Housing Act:** The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) as per 24 CFR 5.100).

**Administrative Fee:** is a fee paid by HUD to the JCHA for administration of the program as per 24 CFR 982.152.

**Administrative Plan:** The plan that describes the JCHA's policies for administration of the tenant-based programs as per 24 CFR 982.54.

**Adjusted Income:** is the annual income, as defined in 24 CFR 5.100 and 5.603, of the members of the family minus deductions for dependents, elderly or disabled, un-reimbursed medical expenses, etc. as per 24 CFR 5.611.

**Adult:** is a family member 18 years of age or older who is the head of the household, spouse or co-head of household.

**Annual Contributions Contract (ACC):** is the written contract between HUD and a PHA under which HUD agrees to provide funding for a program under the 1937 Act and the PHA agrees to comply with HUD requirements for the program.

**Annual Income:** is 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 that are not specifically excluded during the 12-month period following admission or annual reexamination effective date as described by 24 CFR 5.609. Benefits, i.e. Social Security, and other non-earned income of minors is counted as part of the household's total income.

**Applicant:** (applicant family) a family that has applied for admission to a program but is not yet a participant in the program.

**Assets:** (net family assets) is the net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, as per 24 CFR 5.603.

**Asset Income:** is income received from assets held by family members. If assets total more than $5,000, income from the assets is "imputed" and the greater of actual asset income or imputed asset income is counted in annual income.

**Abatement:** Measures to permanently control (i.e., 20 years or more, or forever) lead-based paint or lead-based paint hazards. EPA regulations exclude from the definition of abatement "renovation, remodeling, landscaping or other activities, when such activities are not designed to permanently eliminate lead-based paint hazards, but instead are designed to repair, restore, or remodel a given structure or dwelling, even though these activities may incidentally result in a reduction or elimination of lead-based paint hazards." [40 CFR 745.223]

**Budget Authority:** An amount authorized and appropriated by the Congress for payment to Housing Authorities under the program. For each funding increment in a program, budget authority is the maximum amount that may be paid by HUD to the JCHA over the ACC term of the funding increment.

**Child:** is a member of the family other than the head or spouse who is under 18 years of age.

**Citizen:** is a citizen or national of the United States.

**Citizenship or Eligible Status:** Each family member, regardless of age, must submit evidence or citizenship or eligible immigration status as per 24 CFR 5.508.

**Clearance Examination:** Clearance is performed after hazard reduction, rehabilitation or maintenance activities to determine if a unit is free of lead hazards, except when very small (de minimis) amounts of paint are disturbed. It involves a visual assessment, analysis of dust samples, and provision of report. The certified risk assessor, paint inspector, or lead sampling technician performing clearance must be independent from the entity/individual conducting paint stabilization or hazard reduction.

**Co-Head of Household:** An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a spouse or co-head but not both. A co-head never qualifies as a dependent.

**Continuously Assisted:** An applicant is continuously assisted under the 1937 Act if the family is already receiving assistance under any 1937 Act program when the family is admitted to the voucher program.

**Dependent:** is a member of the family (except foster children and foster adults) other than the head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

**Dependent Allowance:** is an amount, equal to $480 multiplied by the number of dependents that is deducted from the household's annual income in determining adjusted annual income.

**Direct Express Debit Card:** a payment option for benefit recipients who do not have a financial institution such as a bank or credit unit. HUD RHIIP ListServ Posting #296

**Disabled Family:** is a family whose head (including co-head), spouse, or sole member is a person with disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

**Disabled Person:** is a person who has a disability as defined by 24 CFR 5.403.

**Displaced Person (Family):** is a person (family) displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (1937 Act)

**Domestic Violence:** includes felony or misdemeanor crimes of violence by a current or former spouse, by a person with whom the victim shares a child in common, by a person who is or has cohabitated with the victim as a spouse, or by any other person against an adult or youth victim who is protected from that person under domestic or family violence laws.

**Down payment Assistance Grant:** A form of homeownership assistance in the homeownership option: a single down payment assistance grant for the family. If a family receives a down payment assistance grant, the JCHA may not make monthly homeownership assistance payments for the family. A down payment assistance grant is applied to the down payment for purchase of the home or reasonable and customary closing costs required in connection with purchase of the home.

**Drug-Related Criminal Activity:** is drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802) and per 24 CFR 5.100.

**Elderly Family:** is a family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.

**Extremely Low Income Family:** is a family whose annual income does not exceed 30% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. The new statutory definition of an extremely low-income (ELI) family. Section 238 of HUD's FY 2014 Appropriations Act amended Section 3 of the United States Housing Act of 1937 (42 U.S.C 1437a) to define ELI families as very low-income families whose income does not exceed the higher of 30 percent of the area median income or the federal poverty level. The federal provision in the definition of ELI families does not apply in the case of public housing agencies or projects located in Puerto Rico or any other territory or possession of the United States

HUD-published ELI dollar amounts are calculated in accordance with the new definition and reflect the highest of 30 percent of area median income or the federal poverty level for the metro area or Non-metropolitan County. The ELI limits for each metropolitan area and Non-metro County are listed by dollar amount and family size. When calculating the ELI limits, HUD uses the poverty guidelines issued by the Department of Health and Human Services for the 48 contiguous states and the District of Columbia (lower 48 states), Alaska, and Hawaii.

In some communities with very low median incomes, the federal poverty level may equal or exceed the very low-income (VLI) limit for some or all household sizes. (in general, a VLI family is defined as a family whose income does not exceed 50 percent of the area median income.) In these relatively rare instances, the ELI limit is set at the VLI limit, and consequently any family whose income meets the VLI limit also qualifies as an ELI family.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.) and per 24 CFR 5.100.

**Fair Market Rent (FMR):** The rent, including the cost of utilities (except telephone) as established by HUD for units of varying sizes (by number of bedrooms) that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities.

**Family:** A single person or group of persons, as determined by the JCHA, approved to reside in a unit with assistance under the program. A "family" includes: a single person; a family with a child or children; a group of persons consisting of two or more elderly persons or disabled persons living together; or one or more elderly or disabled persons living with one or more live-in aides. A child who is temporarily away from the home because of placement in foster care is considered a member of the family. The remaining member of a tenant family is also considered to be a "family."

**Family Rent to Owner:** In the Voucher Program, the portion of rent to owner paid by the family.

**Family Self-Sufficiency (FSS) Program:** The program established by the JCHA in accordance with 24 CFR part 984 to promote self-sufficiency of assisted families, including the coordination of supportive services.

**Family Share:** The portion of rent and utilities paid by the family.

**Family Unit Size:** The appropriate number of bedrooms for a family, as determined by the JCHA under the JCHA's subsidy standards.

**First-Time Homeowner:** In the homeownership option: a family of which no member owned any present ownership interest in a residence of any family member during the three years before commencement of homeownership assistance for the family. The term "first-time homeowner" includes a single parent or displaced homemaker who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse.

**Four-Factor Analysis:** The four-part analysis that must be conducted to assess the needs of the limited English proficient (LEP) population, and to ensure the Language Access Plan (LAP) provides meaningful access to LEP individuals.

**Full-Time Student:** is a person who is attending school or vocational training on a full-time basis under the standards and practices of the educational institution attended.

**Gross Rent:** sum of the rent to the owner plus any utility allowance.

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

**Head of Household:** is the adult member of the family who is the head of the household for purposes of determining income eligibility and rent, and who has the legal capacity to enter into a lease under State/local law.

**Home:** In the homeownership option: a dwelling unit for which the JCHA pays homeownership assistance.

**Homeowner:** In the homeownership option: a family of which one or more members owns title to the home.

**Homeownership Assistance:** Assistance for a family under the homeownership option. There are two alternative and mutually exclusive forms of homeownership assistance by a PHA for a family:

monthly homeownership assistance payments, or a single down payment assistance grant. Either form of homeownership assistance may be paid to the family, or to a mortgage lender on behalf of the family.

**Homeownership Expenses:** In the homeownership option: a family's allowable monthly expenses for the home as determined by the JCHA in accordance with 24 CFR 982.635.

**Homeownership Option:** Assistance for a homeowner or cooperative member under 24 CFR 982.625 to 982.641.

**Housing Assistance Payment (HAP):** The monthly assistance payment by the JCHA which includes: a payment to the owner for rent to the owner under the family's lease; and an additional payment to the family if the total assistance payment exceeds the rent to the owner. The HAP contract terminates as per 24 CFR 982.309.

**Initial Term of HAP:** the HAP contract begins on the first day of the lease term and ends on the last day of the lease term.

**Housing Quality Standards (HQS):** The HUD minimum quality standards for housing assisted under the tenant-based programs as per 24 CFR 982.401.

**HUD:** is the United States Department of Housing and Urban Development.

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

**Ineligible Families:** Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for an informal hearing.

**Initial PHA:** In portability, the term refers to both the PHA that originally selected a family that later decides to move out of the jurisdiction of the PHA and a PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

**INS:** is the United States Immigration and Naturalization Service.

**Interim:** is a reexamination of a family income, expenses and household composition conducted between the regular annual reexamination when a change in a household's circumstances warrants such a reexamination.

**Interim Controls:** A set of measures to temporarily control lead-based paint hazards. Qualified workers using safe work practices must complete interim control methods. Follow-up monitoring is needed.

**Interpretation:** The act of listening to a communication in one language and orally converting it to another language while retaining the same meaning.

**Language Assistance Plan (LAP):** A plan that addresses the identified language needs of the limited English proficient (LEP) populations in the jurisdiction (City of Jersey City) and served by the Jersey City Housing Authority.

**Language Assistance Services**: Oral and written language services needed to assist persons with LEP to communicate effectively with staff, and to provide persons with LEP with meaningful access

to, and an equal opportunity to participate fully in, the services, activities, or other programs administered by the Agency.

**Lead Hazard Screen:** A limited risk assessment activity that can be performed instead of a risk assessment in units that meet certain criteria (e.g. good condition). A certified risk assessor must perform the screen. The lead hazard screen applies more stringent thresholds than a full risk assessment. If the unit fails the lead hazard screen, a full risk assessment must be performed.

**Lead-Based Paint Hazards:** Any condition that causes exposure to lead from dust-lead hazards, soil-lead hazards, or lead-based paint that is deteriorated or present in chewable surfaces, friction surfaces, or impact surfaces, and that would result in adverse human health effects.

**Lead-Based Paint Inspection:** A surface-by-surface investigation to determine the presence of lead-based paint and the provision of a report explaining the results of the investigation. A certified paint inspector or risk assessor performs it.

**Lead-Based Paint:** Paint or other surface coatings that contain lead equal to or exceeding 1.0 milligram per square centimeter or 0.5 percent by weight or 5,000 parts per million (ppm) by weight.

**Lease:** A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the JCHA.

**Initial Term of Lease:** must be for a one-year period, during which time, the owner may not raise the rent.

**Limited English Proficiency (LEP)**: Persons for whom English is not their primary or native language and who have limited ability to read, write, speak and/or understand English.

**Live-In Aide:** is a person who resides with one or more elderly persons or near-elderly persons, or persons with disabilities and who is determined to be essential to the care and well-being of the persons; is not obligated for the support of the persons; and would not be living in the unit except to provide the necessary supportive services. The income of a Live-In Aide is not counted for determining eligibility or toward the rent. The Live-In Aide has no rights or claims to the apartment or to any assisted program benefits received by the person for whom the Live-In Aide is or was assisting.

**Lottery Number:** A random lottery is conducted by a third-party vendor to select and place names on the JCHA waiting list. The lottery number assigned to an applicant will remain with the applicant until the applicant is determined eligible and housed.

**Low-Income Family:** is a family whose annual income does not exceed 80% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

**Meaningful Access**: Language assistance that results in accurate, timely, and effective communication at no cost to the person with LEP. For persons with LEP, meaningful access denotes access that is not significantly restricted, delayed, or inferior as compared to programs or activities provided to English proficient individuals.

**Medical Expenses:** medical expenses, including medical insurance premiums that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

**Minor:** is a member of the family other than the head or spouse who is under 18 years of age.

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

**National:** is a person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

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

**Non-citizen:** is a person who is neither a citizen nor national of the United States.

**Non-citizen students:** are not eligible for assistance. A non-citizen student is a person admitted to this country temporarily solely for the purpose of pursuing a course of study who has a residence in another country that the person has no intention of abandoning.

**Owner:** Any person or entity with the legal right to lease or sublease a unit to a participant.

**Paint Stabilization:** A specific interim control method that stabilizes painted surfaces and addressed the underlying cause of deterioration. Steps include repairing defective surfaces, removing loose paint and applying new paint.

**Paint Testing:** Testing of specific surfaces, by XRF (x-ray fluorescence) or lab analysis, to determine the lead content of these surfaces, performed by a certified lead-based paint inspector or certified risk assessor.

**Participant:** (participant family) a family that has been admitted to the JCHA program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the JCHA for the family (first day of initial lease term).

**Payment Standard:** The maximum monthly assistance payment for a family assisted in the Voucher Program (before deducting the total tenant payment by the family).

**Initial Payment Standard:** The payment standard at the beginning of the HAP contract term.

**Person with a Disability:**[7][8] 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 or mental impairment that:
   Is expected to be of long continued and indefinite duration;
   Substantially impedes his/her ability to live independently; and,
   Is of such nature that such disability could be improved by more suitable housing conditions; or,

[7] NOTE: this is the program definition for Public Housing. The 504 definition does not supersede this definition for eligibility or admission. 24 CFR 8.4 (c) (2)
[8] A person with disabilities may be a child

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).

For reasonable accommodation requests, the JCHA may also apply the Fair Housing Act (FHA) definition of disability, which sets forth that The Fair Housing Act defines a person with a disability includes (1) an individual with a physical or mental impairment that substantially limits one or more major life activities; (2) an individual who is regarded as having such an impairment; and (3) an individual with a record of such an impairment. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental illness, intellectual or developmental disabilities, Human Immunodeficiency Virus (HIV) infection, emotional illness, drug addiction and alcoholism (25 CFR § 35.108). The definition of an "individual with a disability" does not include a person whose current use of alcohol or drugs is the barrier that prevents the person from participating in JCHA's housing program and services.

**Persons with Limited English Proficiency (LEP):** Individuals for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. persons with LEP may be competent in English for certain types of communication, but still be LEP for other purposes.

**PHA Plan:** The annual plan and the 5-year plan as adopted by the PHA and approved by HUD in accordance with 24 CFR 903.

**Portability:** Renting a dwelling unit with Section 8 tenant-based assistance outside of the jurisdiction of the initial PHA.

**Preferred/Primary Language**: The language that a person with LEP identifies as the preferred language that he or she uses to communicate effectively.

**Premises:** The building or complex in which the dwelling unit is located, including common areas and grounds.

**Pretrial Intervention Program**: Pretrial Intervention Program provides defendants with opportunities for alternatives to the traditional criminal justice process of prosecution. If the defendant completes all of the conditions set by the court, the charges will be dismissed.

**Program:** The Section 8 tenant-based assistance program.

**Pro-ration of Assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance as per 24 CFR 5.520.

**Public Housing Agency (PHA):** Includes: any state, county, municipality, or other governmental entity or public body which is authorized to administer the program in accordance with 24 CFR 982.4.

**Ranking Position:** The JCHA assesses every eligible application to determine its ranking on the waiting list. Ranking is calculated on the basis of the JCHA preferences. All the preferences are listed in the HCV Administrative Plan. Applicants who do not qualify for a listed preference will have a longer wait than those who do qualify.

**Reasonable Rent:** A rent to the owner that is not more than rent charged for comparable units in the private, unassisted market; and for comparable unassisted units in the premises.

**Receiving PHA:** In portability: a PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher and provides program assistance to the family.

**Reexamination:** The process of recertifying a family's income, expenses and household composition to determine the tenant rent and confirm the appropriateness of the size of the unit.

**Rent to Owner:** The total monthly rent payable to the owner under the lease for the unit. Rent to owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.

**Initial Rent to Owner:** The rent to the owner at the beginning of the HAP contract term.

**Risk Assessment: A** comprehensive evaluation for lead-based paint hazards that includes paint testing, dust and soil sampling, and a visual assessment. The risk assessment report identifies lead hazards and appropriate lead hazard reduction methods. A certified risk assessor must conduct the assessment.

**Single Room Occupancy (SRO):** A unit that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

**Special Admission:** Admission of an applicant that is not on the JCHA waiting list or without considering the applicant's waiting list position.

**Spouse:** is the husband or wife of the head of household. The spouse is defined as the marriage partner who, in order to dissolve the relationship, and would have to be legally divorced. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-head of household unless married to the head. Common law marriage is not recognized in the State of New Jersey.

**Stalking:** means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for their safety or the safety of others, or to suffer emotional stress.

**Standard Treatments:** A complete set of interim control methods that when used together temporarily control all potential lead hazards in a unit. Because they address all conditions, a risk assessment or other evaluation is not needed. Qualified workers using safe work practices must complete standard treatments. As with interim controls, follow-up monitoring is needed.

**Subsidy Standards:** Standards established by the JCHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**Suspension:** Stopping the clock on the term of a family's voucher, for such period as determined by the JCHA, from the time when the family submits a request for JCHA approval of the tenancy, until the time when the JCHA approves or denies the request.

**Tenant:** The person or persons (other than a live-in aide) who executes the lease as lessee of the assisted dwelling unit.

**Tenant Rent:** For a tenancy in the Program, the total tenant payment (TTP) minus any utility allowance.

**Total Tenant Payment:** is the highest of either 30% of the family's monthly adjusted income or 10% of the family's monthly income, rounded to the nearest dollar as per 24 CFR 5.628.

**Translation:** The replacement of written text from one language into an equivalent written text in another language

**Utility Allowance:** If the cost of utilities, except for telephone, and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by the JCHA or HUD of the monthly cost of reasonable consumption of such utilities will be provided to the family.

**Utility Reimbursement:** In the Voucher Program, the portion of the housing assistance payment which exceeds the amount of the rent to owner.

**Very Low Income Family:** is a family whose annual income does not exceed 50% of the median family income for the area, as determined by HUD, with adjustments for smaller and larger families.

**Victim Witness:** is a person who witnessed and provides information or testimony on criminal activity to a law enforcement agency, and based upon a threat assessment, the law enforcement agency recommends re-housing the family to avoid reprisals.

**Violent Criminal Activity:** is 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.

**Visitor:** (Other Person under the Tenant's Control) is a person, although not staying in the unit as a guest, 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 (e.g. pizza delivery person) is not a visitor or person under the tenant's control.

**Visual Assessment:** This term has two related meanings:

(1) A visual assessment during initial and periodic inspection of housing quality looks at interior and exterior painted surfaces to identify paint deterioration, and other specific conditions that may be lead-based paint hazards. (A visual assessment does not identify lead-based paint.) This visual assessment must be performed by a person trained in visual assessment, and may be done during the HQS inspection. A self-paced, on-line training module on visual assessment is available on HUD's website at www.hud.gov/offices/lead. A certified risk assessor is also trained to perform visual assessment.

(2) A visual assessment for clearance looks for paint deterioration and visible dust and debris, as the first part of a clearance examination. This visual assessment must be performed by a certified risk assessor, certified inspector, or a trained and appropriately supervised sampling technician.

**Voucher Holder:** A family holding a voucher with an unexpired term (search time).

**Voucher** (rental voucher): a document issued by the PHA to a family selected for admission to the Voucher Program. This document describes the Program and the procedures for PHA approval of a unit selected by the family. The Voucher also states obligations of the family under the Program.

**Initial Term of Voucher:** The initial term of a voucher must be at least 60 calendar days. The initial term must be stated on the voucher.

# 24 CODE OF FEDERAL REGULATIONS (CFR'S)

## § 5.218 Penalties for failing to disclose and verify Social Security and Employer Identification Numbers.

**(a)** *Denial of eligibility of assistance applicants and individual owner applicants.* The processing entity must deny the eligibility of an assistance applicant or individual owner applicant in accordance with the provisions governing the program involved, if the assistance or individual owner applicant does not meet the applicable SSN disclosure, documentation, and verification requirements as specified in § 5.216.

**(b)** *Denial of eligibility of entity applicants.* The processing entity must deny the eligibility of an entity applicant in accordance with the provisions governing the program involved; if:

**(1)** The entity applicant does not meet the EIN disclosure, documentation, and verification requirements specified in § 5.216; or

**(2)** Any of the officials of the entity applicant referred to in § 5.216(d) does not meet the applicable SSN disclosure, and documentation and verification requirements specified in § 5.216.

**(c)** *Termination of assistance or termination of tenancy of participants.*

**(1)** The processing entity must terminate the assistance or terminate the tenancy, or both, of a participant and the participant's household, in accordance with the provisions governing the program involved, if the participant does not meet the applicable SSN disclosure, documentation, and verification requirements specified in § 5.216.

**(2)** The processing entity may defer termination and provide the participant with an additional 90 calendar days to disclose a SSN, but only if the processing entity, in its discretion, determines that:

**(i)** The failure to meet these requirements was due to circumstances that could not have reasonably been foreseen and were outside the control of the participant; and

**(ii)** There is a reasonable likelihood that the participant will be able to disclose a SSN by the deadline.

**(3)** Failure of the participant to disclose a SSN by the deadline specified in paragraph (c)(2) of this section will result in termination of the assistance or tenancy, or both, of the participant and the participant's household.

**(d)** *Cross reference.* Individuals should consult the regulations and administrative instructions for the programs covered under this subpart B for further information on the use of SSNs and EINs in determinations regarding eligibility.

# CONTINUUM OF CARE POLICIES AND PROCEDURES

## A. INTRODUCTION

The Jersey City Housing Authority (JCHA) Continuum of Care Rental Assistance (CoC) Program was created to enable hard to house homeless individuals and families in Hudson County to obtain permanent stable housing. The program provides rental assistance to eligible households accompanied by a range of supportive services funded through partner agencies to assist households in maintaining their permanent residence.
Administration of JCHA's CoC Program and the functions and responsibilities of the Jersey City Housing Authority staff shall be in compliance with JCHA's Personnel Policy, the Department of Housing and Urban Development's (HUD) Continuum of Care Regulations, and all applicable Federal, State, and local fair housing laws.

## B. PROGRAM OBJECTIVES

The main goal of the Jersey City Housing Authority's CoC Program is to provide both affordable housing and a full range of services to homeless individuals with a disabling condition. Targeted disabilities are those who are mentally ill, have chronic alcohol and drug problems, and/or have HIV/AIDS or related disorders and their families.

The following program objectives support this strategic goal:

• Provide rental assistance for hard-to-house homeless persons with disabilities
• Provide appropriate case management services to all households served within the program
• Connect households with outside supportive services to better enhance their ability to maintain stable housing

## C. FAIR HOUSING AND EQUAL OPPORTUNITY POLICY

The Jersey City Housing Authority complies fully with all Federal, State, and local anti-discrimination laws and administers its programs in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in providing housing assistance and employment opportunities.
JCHA shall not deny any family or individual the opportunity to apply for or receive assistance under the CoC Program on the basis of race, color, sex, religion, creed, national or ethnic origin, nationality, ancestry, age, family or marital status, civil union status, domestic partnership status, disability, affectional or sexual orientation, gender identity or expression, or source of lawful income used for rental or payments.

Except as otherwise provided in HUD Regulations, no household with a disability shall be denied program benefits or excluded from program participation or otherwise subjected to discrimination. If JCHA's facilities are inaccessible to or unusable by persons with disabilities, JCHA will make every reasonable effort to accommodate.

## D. PRIVACY RIGHTS

All information relating to a participant or applicant household is confidential. JCHA's policy regarding release of information is in accordance with Federal, State, and local laws, which may restrict the release of household information. JCHA staff will not discuss household information contained in its files unless there is a business reason to do so. Inappropriate discussion of household information or improper disclosure of household information by staff will result in disciplinary action.

## E. JURISDICTION

The jurisdiction of the Jersey City Housing Authority Continuum of Care Rental Assistance Program is the County of Hudson County, New Jersey.