Jersey City Housing Authority
Building Communities...Creating Opportunities...Transforming Lives

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JERSEY CITY HOUSING AUTHORITY

2026 ANNUAL PLAN

HUD 50075

JERSEY CITY HOUSING AUTHORITY

2026 ANNUAL PLAN DRAFT

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I	Designated Housing Plan (Approval Letter)

Jersey City Housing Authority
Property Listing

PROPERTY TYPE	SITE#	SITE NAME & AMP #	MANAGEMENT ADDRESS
Family	NJ 009-2	Marion Gardens	57 Dales Avenue
Family	NJ 009-3	Booker T. Washington	200 Colden Street
Family	NJ 009-4	Hudson Gardens	27-29 Palisade Avenue
Family	NJ 009-5	Holland Gardens	241 Sixteenth Street
Family, Senior/Disabled & Townhouse	NJ 009-8	The New Curries Woods Phases 1 - V	3 New Heckman Drive
Senior Only Designed	NJ 009-9	Berry Gardens	199 Ocean Avenue
Senior Only Designed	NJ 009-13	Lafayette Senior Living Center	463 Pacific Avenue
Family	NJ 009-14	Pacific Court Townhouse	148 Bramhall Avenue
Family	NJ 009-15	Woodward Terrace	148 Bramhall Avenue
Senior Only Designed	NJ 009-16	Thomas J. Stewart	88-92 Erie Street
Family	NJ 009-17	Gloria Robinson Court Homes I	348 Duncan Avenue
Family	NJ 009-18	Barbara Place Terrace	471 Pacific Avenue
Family	NJ 009-19	Gloria Robinson Court Homes II	348 Duncan Avenue
Senior Only Designed	NJ 009-20	Ocean Point East & West	460 Ocean Avenue
Townhouses	NJ 009-21	Glennview Townhouses I	463 Pacific Avenue
Family	NJ 009-22	Gloria Robinson Court Homes III	348 Duncan Avenue
Family	NJ 009-23	Glennview Townhouses East II	463 Pacific Avenue
Family	NJ 009-24	Gloria Robinson Court Homes IV	129 Harvey Avenue
Family	NJ 009-25	Glennview Townhouses West II	463 Pacific Avenue
Senior	----------	Catherine Todd	547 Montgomery Street
Family	NJ 009-26	Mill Creek Gardens	561 Montgomery Street
Family	NJ 009-27	WEBB Apartments	450 Martin Luther King Drive

JERSEY CITY HOUSING AUTHORITY

2026 ANNUAL PLAN

ATTACHMENT A

MISSION

(B.1 of HUD Form 50075-5Y and

B.5 of HUD Form 50075-ST)

HOUSING AUTHORITY OF THE CITY OF JERSEY CITY
2026 ANNUAL PLAN

B.1. MISSION

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:

Objective: 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.

Neighborly: 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.

Efficient: 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.

Joint 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.

Committed: 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.

High 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.

Accountable: 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.

JERSEY CITY HOUSING AUTHORITY

2026 ANNUAL PLAN

ATTACHMENT A-1

Goals and Objectives

(Progress Report)

(B.3 of HUD FORM 50075-5Y)

HOUSING AUTHORITY OF THE CITY OF JERSEY CITY
2026 ANNUAL PLAN

50075-5Y B.3: PROGRESS REPORT

Provide a description of the PHA's progress in meeting its Mission and Goals described in the previous PHA 5-Year and Annual Plan.

The JCHA engaged in an extensive process over the course of about ten months to develop a Strategic Plan, starting in late 2016 and culminating in a complete and detailed plan in June 2017. The Strategic Plan identifies key goals and objectives to provide the JCHA with a clear direction and a framework for decision making with an eye toward increasing organizational efficiencies and improving and expanding services. The plan is a living document; as progress is made in completing specific action items and executing on strategies to achieve objectives within the four broad goals laid out below, the plan will continue to be revised and progress reported.

The Strategic Plan contains four goals that are aligned to strategic objectives. These goals and objectives as well as updates on relevant achievements are 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

Progress Toward Goal Achievement

Significant progress has been made in working toward Goal 1, Objective A. In 2019, JCHA undertook a comprehensive project management plan to address vacancies at its public housing sites beginning with the Booker T. Washington (BTW) Vacancy Demonstration. JCHA's Force Account Labor (FAL) team completed renovations of the 41 long-term vacant and damaged units at BTW by the end of 2019 and all were leased. BTW's vacancy rate improved significantly, helping to increase rental income. JCHA funded this initiative using its HUD Capital Funds and as well as matching funds via a successful application for Jersey City Affordable Housing Trust funding. By mid-2021, JCHA successfully decreased agency-wide vacancies from 12% to 6%.

As a result of the COVID-19 pandemic, JCHA's vacancy rate and Tenant Account Receivables (TAR) have increased after a significant period of decline. The vacancy rate increases are due to a combination of pandemic-impacted factors including labor shortage and supply chain delays. To counter these issues, JCHA developed a new vacancy reduction project in spring 2022 and published a bid for third-party contractors to support vacant unit turnaround for those units

requiring substantial rehabilitation. Contracts were awarded and work began in summer 2022. Efforts to counteract supply chain delays are described below. To reduce TAR and – most importantly – prevent evictions once pandemic moratoria ended, JCHA has undertaken significant outreach activities to the more than 300 households who have fallen behind in rent at our public housing developments since March 2020. Activities have included advising residents to recertify if they have lost income, encouraging residents to apply for rent relief programs and offering direct application support, and offering repayment agreement options so residents could begin to reduce their arrears prior to the end of the eviction moratorium when court cases will begin to be filed. JCHA began the process of resuming court filings in summer 2022.

Regarding Objective B, JCHA's third-party vacancy reduction project and TAR reduction efforts described above are designed to help improve JCHA's financial status. JCHA also continues to seek meaningful partnerships with nonprofits and other social service organizations to provide programming and services at public housing sites (see Goals 2 and 4 below). In addition to providing needed services on-site for residents, they also potentially provide a stream of rental income to support agency operations. For example, Greater Bergen Community Action, a nonprofit organization, has leased space at Marion Gardens, Gloria Robinson, and Curries Woods to operate Early Head Start and Head Start programs that offer free, quality early childhood education to children ages 6 weeks to 5 years.

Significant cost savings were achieved through JCHA's Energy Conservation Program (described in detail in Attachment B-2). And in 2022, JCHA's Energy Performance Contract (EPC) was extended by 5 years to realize additional savings by replacing all exterior lighting and the curtain wall at one of the Berry Gardens buildings. More broadly speaking, the finance department has been working closely with LIPH and HCVP program directors to better support operations, and working closely with departmental leads agency wide to identify cost savings and improve quality of services for residents.

Concerning Objective C, increasing operational efficiency and effectiveness, over the last year, many new objectives took priority as a result of the impact of the COVID-19 pandemic on agency operations, staff, and residents. The Human Resources department continued to focus significant energy on managing staffing shortages, unanticipated leaves and quarantines, developing COVID-19 policies in keeping with public health guidance/mandates, and oversite of employee COVID testing and vaccination access in collaboration with the Jersey City Department of Health. In support of talent and operational needs, especially in Asset Management, HR conducted a Career Fair at a local community center, successfully filling several open positions, marketing JCHA as an employer, and providing job opportunities for Jersey City residents. The Information Technology department continued to support staff in working remotely and also executed switch upgrades to ensure proper and efficient functioning of critical digital infrastructure including JCHA's primary database, CCTV, and VOIP. For example, the JCHA has purchased four self-service kiosks to allow participants and applicants to upload application and certification materials, print out government records, and research

supportive services and agency information. The kiosks make JCHA services more accessible and keep residents and staff safe. They will be accessed both at JCHA's main office and two City locations – City Hall Annex and a public library – and installed by December 31, 2022. IT also supported JCHA's implementation of software to manage Jersey City's rent relief program funded with Emergency Rental Assistance Funds issued by the U. S. Department of Treasury.

JCHA's Procurement Department has found manufacturers are unable to keep up with demand for repair and maintenance supplies because of supply chain delays; discontinued product lines including cabinets, floor tile, and boilers; and significantly increased lead times and costs for appliances, cabinets, doors, etc. To offset these manufacturing and global supply chain problems, the JCHA Procurement and Contracts Division has 1) increased its communication and oversite with vendors and JCHA staff, 2) taken initiative to discuss product availability and lead times with vendors and effectively relay this information across JCHA departments, 3) sought alternative vendors and products to reduce lead times/cost, 4) negotiated with vendors to pre-order long-lead items, 5) more closely managed and monitored JCHA inventory to maximize utilization of on-hand materials, and 6) increased the vendor pool through outreach to new sources and other government agencies to explore all options to meet JCHA's business needs.

Lastly, over the last year JCHA continued with its planned organizational learning, investing time and money in personnel development to achieve Objective D. The Human Resources and Asset Management departments continue to lead agency efforts to ensure staff safety and professional development needs are met. Fair Housing, EEOC, and Housing Compliance trainings, among other types of courses, were offered to JCHA employees across departments. And JCHA was again awarded a training grant from Rutgers University to offer soft skills and leadership development training to staff across the agency in the coming year. Additionally, HR and Finance are participating in continuous learning on the various features and capabilities of the HRIS system that was rolled out beginning in 2021.

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

Progress Toward Goal Achievement

JCHA's Department of Resident Empowerment and Community Engagement (RECE), formed in mid-2018, brought together staff from across the agency who develop and implement social service programs for residents. The team includes resident services and program coordination staff, a workforce development coordinator who oversee Section 3 and Minority Business

Enterprise (MBE) hiring opportunities, a digital inclusion coordinator, and grant-funded staff for the Resident Opportunities for Self-Sufficiency (ROSS) and Family Self-Sufficiency (FSS) programs.

Departmental priorities are aligned to the objectives of Goal 2 and shaped by resident need assessments, dialogue with resident leaders and residents, and referrals. In the last year, notable accomplishments include the following:

***Digital Inclusion*:** In its fourth year as a member of HUD and EveryoneOn's ConnectHome USA initiative, JCHA focused on connectivity and grants to support device access and digital literacy while also taking advantage of opportunities to advocate for digital equity. Regarding connectivity, in May 2021, JCHA awarded contracts to two internet service providers (ISPs) to install broadband infrastructure at 6 of our public housing developments and thereafter provide high-speed Wi-Fi service at a cost of no more than $20 a month. These ISPs, Andrena and Starry, have completed infrastructure work at four sites and installation is progressing at the other two. Presently, the cost of their services can be fully covered by the Federal Communications Commission's Affordable Connectivity Program (an internet coupon worth $30 per month for eligible households, including all federally assisted households), which JCHA has been actively promoting to residents.

Regarding device access, JCHA continues to partner with Electronic Access Foundation who were selected as part of a national, 10-city program supported by Digitunity and AT&T to provide computers to school-aged children. As a result, 300+ JCHA children have or soon will receive a free computer for use at home. Additionally, JCHA was successful in obtaining both a 2021 and 2022 AARP Community Challenge grant. The 2021 grant funded the development of a computer lab at Thomas J. Stewart apartments where residents were able to attend a series of digital literacy class taught by partners from the local library and a nonprofit called Rising Tide Capital. The 2022 grant will launch an intergenerational digital equity project at Hudson Gardens where 50 residents aged 50+ will receive tablets and students from Hudson County Community College will be paid a stipend to teach the residents how to use the devices. JCHA also continues to roll out tablets and smart home devices along with training for residents at Berry Gardens funded by a 2020 AARP Community Challenge grant.

Lastly, with regard to advocacy, JCHA has presented at multiple roundtables and focus groups hosted by HUD, the US Department of Education, AARP and National League of Cities, and the FCC to discuss digital equity and digital discrimination. JCHA also spoke on a panel at the Council for Large Public Housing Authorities 2022 Housing Is conference about how our digital equity work can be replicated by other housing authorities.

ROSS Grant: In addition to JCHA's FY20 ROSS grant, our nonprofit partner WomenRising was awarded an FY21 ROSS grant to serve JCHA's Booker T Washington development as of June 2022. Over the last year, JCHA's ROSS program at Berry Gardens provided more than 400 service engagements to LIPH residents including 70+ needs assessments, more than 500 referrals for

medical or nutrition services, over 120 referrals for benefits enrollment, 75+ referrals for transportation assistance, and hosted nearly 90 COVID-19 testing clinics.

FSS Grant: In 2021 JCHA's FSS grant was successfully renewed. As of June 2021, 11 families have successfully completed their FSS individual training service plans (ITSP) and graduated from the FSS Program. A total of just over $80k in escrow funds have been released to graduates and nearly $11k released to help participants pay for job training and other ITSP goals. The FSS Program has remained committed to promoting the financial stability and financial education of participants to encourage self-sufficiency and resiliency. Over the last 2 years, the program hosted over 14 financial coaching workshops in partnership with New Jersey Citizen Action and followed by one-on-one credit coaching meetings with over 40 FSS participants. FSS also hosts quarterly meetings with a Program Coordinating Committee made up of local government, public, and private partners to coordinate and facilitate FSS participant access to services.

As a recent example of the program's value, Ms. W, an April 2022 program graduate, received an escrow check of more than $14k. With the guidance of the Family Self-Sufficiency Program, she increased her income from around $27k in 2015 to more than $40k in 2022. FSS will continue to empower and guide HCVP participants towards self-sufficiency.

Workforce Development: JCHA developed a new Workforce Development Coordinator (WDC) position in 2021. The WDC oversees Section 3 recruitment and hiring activities (including 40+ upcoming opportunities as part of the vacancy reduction project JCHA is presently launching, described above) and establishes new and further develops JCHA's existing relationships with a range of workforce development partners to better promote and recruit residents for free career development and training opportunities. Over the last year, the WDC developed a listserv of several hundred JCHA residents who receive biweekly workforce opportunity email blasts as well as tailored resources based on their personal profiles and interests. JCHA hosted a city-wide virtual job opportunity and career training expo in early 2022 with 250+ attendees (nearly 100 were JCHA residents) who were able to meet with employers and training program personnel in virtual rooms as if they were at an in-person expo. We also hosted a young adult opportunity expo to promote upcoming internship and training programs for local youth. Lastly, in partnership with EveryoneOn, the WDC has recruited 20 residents to participate in a 6+ month IT certification program utilizing LinkedIn Learning with funding to support participants seeking certifications.

Youth Development: RECE contracted with the Boys and Girls Clubs of Hudson County to run after school programs for all JCHA family sites for a fourth year. They provided comprehensive afterschool programming for 75+ JCHA youth as well as summer camp scholarships. Additionally, JCHA facilitated a city-wide virtual summer camp expo with 250+ attendees and more than a dozen camp and summer programs for youth of all ages, highlighting programs with scholarships available for low-income families. JCHA also received donations of more than 1000 books from multiple sources; some are in lending libraries at public housing community rooms and others were distributed directly to children to address summer learning loss.

Health Initiatives: RECE continued partnerships in response to COVID-19 during the last year including hosting dozens of COVID-19 testing and vaccination events and coordinating distribution of at-home test kits in collaboration with the Jersey City Department of Health and Human Services. HHS also hosted flu vaccine clinics and led health and wellness workshops throughout the year as did other JCHA partners. Senior congregate meal programs resumed after a COVID-related hiatus as well this year with weekday meal service and health focused workshops at three JCHA developments. In late 2021 JC HHS launched its Healthier Greens JC initiative with two Aerofarms systems at JCHA developments where nutrition classes are held weekly alongside distribution of free microgreens. Lastly, JCHA has been expanding partnership with Act Now Foundation, who provide free memory screenings to seniors at JCHA developments, and with the Coalition for Food and Health Equity, who provide weekly meal deliveries and will launch senior fitness programming in the coming year.

In the upcoming year, key priorities to reach the objectives of Goal 2 include:

- Exploring ways to sustainably offer regular digital literacy training opportunities to residents
- Developing methods to better connect with residents via social media and mass texts or email communications
- Researching and identifying grants to support these initiatives in the short and long term

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

Progress Toward Goal Achievement

The JCHA continues to maximize and improve affordable housing opportunities in Jersey City. The JCHA has selected a development partner to redevelop Montgomery Family Phase II, the last phase of the former Montgomery Gardens development. The present plan for this final phase anticipates construction will begin in mid-2024 and lease up will commence around Spring 2025 with approximately 91 affordable units available. The JCHA also completed the Holland Gardens Revitalization visioning process, which included a 6-month resident engagement and visioning process and development of a plan that provides for a 1:1 replacement of public housing units, a library and community center, food market, and at least 15 affordable home ownership opportunities. The RFP for the program has been released and a development team will be selected in early 2023. Attachment C of this plan provides further details on these projects. The

JCHA has also focused on utilizing grants and other funding sources: for example, the Department of Development, Modernization, and Sustainability secured funding to modernize the boiler and hot water systems at 72-82 Danforth Avenue, Berry Gardens which covered half of the project's costs.

The JCHA advertised and RFP for FairCloth to RAD in order to explore opportunities to expand affordability in Jersey City by utilizing available subsidy in its Faircloth Authority.

The HCVP successfully secured 25 Foster Youth Vouchers in order to serve youth aging out of foster care. This aligns with the goal of maximizing voucher assistance. The JCHA has continued to explore contract administration opportunities and to expand partnerships with nonprofits to achieve Objective C. The HCVP now serves approximately 5000 households.

Goal 4: Enhance Collaboration & Expand Partnerships (Focus: External & Partnerships)

Objectives:

A. Creation of Non-Profit Instrumentalities for Development and Community Outreach
B. Coordinate with City, County, & Other Entities to Address Affordable Housing Issues
C. Establish Partnerships with Entities for Funding and Program Support

Progress Toward Goal Achievement

To bolster partnership and grant opportunities, the JCHA has created an instrumentality called Jersey City Affordable Housing Coalition. It is a New Jersey non-profit corporation focused on redevelopment and revitalization of traditional public housing properties, and reinvestment and re-syndication of mixed-finance properties that have reached their LIHTC compliance requirements. Its Board is comprised of five (5) members, with a minimum of three (3) members being JCHA Board Commissioners.

The JCHA has established a new 501(c)(3) nonprofit corporation, RISE Foundation (Resilience, Inspiration, Scholarship, and Empowerment). Guided by these values, the foundation's mission is to uplift and empower JCHA residents through lifelong learning and opportunity. RISE Foundation provides access to scholarships, educational resources, and community programs that promote success. The corporation is organized exclusively for charitable purposes under the IRS Federal Code and operates with all powers provided by the New Jersey Nonprofit Corporation Act, N.J.S.A. Title 15A. More information is available at www.jcrisefoundation.org. The foundation's first fundraising event, a gold outing, is scheduled for October 8, 2025, with additional events to follow.

During the last year, the RECE Department continued its work to help JCHA achieve Objectives A and C. RECE continues to work with dozens of nonprofit and private organizations to develop

opportunities for residents with a focus on youth development, workforce, senior services, and digital inclusion as noted above. Most notably in the last year, RECE partner organization WomenRising was successful in their application for a ROSS grant to serve Booker T. Washington. The ROSS service coordinator funded by that grant began work in June 2022 and collaborates closely with the RECE team to promote agency-wide initiatives at Booker T. As part of JCHA's digital inclusion initiatives, RECE implemented a digital literacy project at Thomas J. Stewart apartments for senior residents via a 2021 AARP Community Challenge Grant and was awarded a 2022 AARP grant to launch a new program for older adults at Hudson Gardens this fall. Additionally, long-time partner Electronic Access Foundation is donating 300+ computers for school-aged children at JCHA as part of a national, 10-city program supported by Digitunity and AT&T. In partnership with Boys and Girls Clubs of Hudson County, dozens of JCHA youth received camp scholarships. Half a dozen organizations donated food throughout the year and/or hosted nutrition education events for hundreds of JCHA residents including during weekday congregate meal programs at three public housing sites hosted by Jersey City Health and Human Services.

The Housing Opportunities for Persons with AIDS (HOPWA) program, administered by HUD, provides housing assistance and supportive services to low-income individuals and families affected by HIV/AIDS. The Jersey City Housing Authority (JCHA) establishes a local preference for HOPWA applicants who: (1) are eligible for admission to the Housing Choice Voucher Program under RAD in accordance with HUD regulations and JCHA's Administrative Plan; (2) are referred by an approved HOPWA service provider; and (3) provide verification of referral at the time of application. Referral letters must confirm household composition, current enrollment and good standing in a HOPWA-funded program and include the name and contact information of the referring caseworker or program administrator.

50075-ST B.1: SIGNIFICANT AMENDMENT OR MODIFICATION

Provide a statement on the criteria use for determining a significant amendment or modification to the 5-Year and Annual Plan.

The JCHA defines a "significant amendment" or a "substantial deviation/modification" of the Agency Plan to be any change in policy, programs, rules or practices that would normally require authorization by the JCHA Board of Commissioners through a Board Resolution.

JERSEY CITY HOUSING AUTHORITY

2026 ANNUAL PLAN

ATTACHMENT B-1(A)

ACOP and PH Lease Revisions

(B.1 of HUD Form 50075-ST)

HOUSING AUTHORITY OF THE CITY OF JERSEY CITY
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Please see below a summary of FY2026-2027 ACOP Revisions. A redlined copy of the ACOP that indicates the actual text of all proposed revisions is included as Attachment F.

Chapter 5: Applications, Waiting List & Applicant Selection

Section 5.5.2: Preferences

1. Language added establishing a local preference allowing Housing Opportunities for Persons with AIDS (HOPWA). The 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), in accordance with 24 CFR Part 574.

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.

2. Language added establishing a JCHA Employee Housing Preference, the JCHA recognizes that attracting and retaining qualified employees supports the effective delivery of housing services to residents. In accordance with HUD regulations at 24 CFR 960.206 and New Jersey Fair Housing Act requirements, the Authority establishes a limited housing preference for qualified applicants who are current employees of the JCHA, provided such preference is consistent with the Authority's mission, is non-discriminatory, and does not conflict with income targeting or eligibility rules.

For purposes of this section, "employee" means an individual who:

1. Is employed directly by the JCHA in a permanent status for one year; and
2. Works a minimum of 35 hours per week; and
3. Is not an elected official, appointed board member, contractor, or the immediate family member of such persons, unless otherwise required by law.

The Employee Housing Preference is ranked below federally required preferences (e.g., involuntary displacement, homelessness, veterans) and above general applicants without a preference. Within the Employee Housing Preference category, selection will be made in date/time order of application.

This preference shall be applied as follows:

- Current eligible employees must have completed at least 12 months of continuous employment with the Housing Authority.
- The preference shall not exceed 5% of total annual admissions.
- Applies only to initial admission to the Public Housing Program.
- Employees must meet all other eligibility and suitability criteria.
- The preference shall not result in a disparate impact on any protected class under the Fair Housing Act.
- The Housing Authority shall monitor and report annually on the use of this preference to ensure compliance with fair housing requirements.

Chapter 8: Rent

Section 8.5.1: Developing Flat Rent Schedules. Flat Rent schedule updated based upon HUD's FY 2025 Fair Market Rent Documentation System and the New Jersey Department of Community Affairs current Utility Allowance data.

Chapter 10: Leasing

Section 10.6: Security Deposits

Section updated to called "Security Deposits and Resident Responsibility". Public housing residents are not required to pay a security deposit. However, residents are fully responsible for the cost of repairing any damages to the unit, equipment, or community property caused by the resident, household members, guests, or pets beyond normal wear and tear. Charges for such damages will be assessed in accordance with the Jersey City Housing Authority's schedule of maintenance charges and are due upon notice.

The Resident Household shall be required to pay reasonable charges for damages beyond ordinary wear and tear caused by the Resident Household members, guests or visitors in accordance with the revised Maintenance Charge Schedule. All charges will be due and owed within 30 days after being invoiced. Notwithstanding N.J.S.A. 2A:18-61.1 (c) Willful or grossly negligent destruction, damage or injury to the premises.

If the Asset Manager determines that the cause of the damage was beyond the Resident's control, the charge may be waived, and the Resident will not be billed. In the case of a charge to the Resident, the Resident Household will have the right to discuss it with the Manage

Several Sections of the ACOP affected by the removal of the Security Deposit:
Table of Contents:

- 10.6 Updated – Security Deposit and Resident Responsibility
- 18.14 Removed "Return of Security Deposit"

Sections where the words "Security Deposit" was removed:

- Section 12.6 – Change in Head of Household
- Section 12.5 – Move-out Inspections
- Section 14.4 – Basic Eligibility Requirements
- Section 14.9 – Moving – Requirements and Timeliness

Chapter 12: Continued Occupancy

Section 12.7: Additions to the Household

Clarification on addition of adult household member - An adult may also be added when it is medically necessary and the Head of Household is the sole caregiver, provided this addition is approved as a reasonable accommodation in accordance with the Fair Housing Act, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act. All such requests must be supported by appropriate documentation and approved by JCHA prior to the individual residing in the unit.

Chapter 21: Mixed-Finance Developments

Section 21.2: Applicant Selection and Assignment

Removed Lafayette Village which is now a RAD property.

Glossary

Definitions updated in accordance with 24 CFR 5.609

- Applicant – an individual or a family that has applied for "**housing assistance"**. Removed – admission to housing.
- Disable Family – added the wording "including co-head" and changed disabilities to "a disability".
- Elderly Family – added the wording "including co-head" and "a person who is".
- Family – added the wording "displaced family".
- Near Elderly – new definition: "means a family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62, living with one or more live-in aides".

JERSEY CITY HOUSING AUTHORITY

2026 ANNUAL PLAN

ATTACHMENT B-1(B)

Housing Choice Voucher

Administrative Plan Revisions

(B.1 of HUD Form 50075-ST)

HOUSING AUTHORITY OF THE CITY OF JERSEY CITY
2026 ANNUAL PLAN

Please see below a summary of FY2026-2027 HCVP Administrative Plan revisions. A redlined copy of the Administrative Plan that indicates the actual text of all proposed revisions is included as Attachment G.

Chapter 4: Waiting List Preference
Section D: Preference – Housing Choice Voucher Programs
Preference 2 – added words "or a Continuum of Care program"

Preference 3 – **Emergency Housing Voucher (EHV) Families** – Families whose EHV assistance is expiring and who would be at risk of losing housing will transition to the Housing Choice Voucher Program.

Preference 4 – **Foster Youth to Independence Program (FYI) Graduates** – The FYI program make 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. The JCHA will accept referrals for FYI assistance from PCWA.

Preference 7 - Housing Opportunities for Persons with AIDS (HOPWA) – The 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), in accordance with 24 CFR Part 574.

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.

Chapter 10: Request for Tenancy Approval and Contract Execution
Section L: Contract Execution Process
Contract Execution Process owner provided information is updated:
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
- Copy of the Management Agreement, if property is managed by a management agent (payee)
- Completed direct Deposit Form with voided check/bank letter

Section M: Change in Ownership

Change in Ownership must provide the following information to JCHA:

- 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)
- Photo Identification (must be valid)
- Certificate of Formation (if applicable)
- Completed direct Deposit Form with voided check/bank letter

Chapter 23: Policies Regarding Rental Assistance Demonstration (RAD) Properties

Part IV: Rent and Income Provisions

Section 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 Five annual recertification and all subsequent recertification's – 20% of the remaining difference between most recently paid TTP to increase to the full standard TTP

JERSEY CITY HOUSING AUTHORITY

2026 ANNUAL PLAN

ATTACHMENT B-2

REVISION OF PHA PLAN ELEMENTS

(B.1 of HUD Form 50075-ST)

HOUSING AUTHORITY OF THE CITY OF JERSEY CITY
2026 ANNUAL PLAN

B.1 Revision of PHA Plan Elements

STATEMENT OF HOUSING NEEDS AND STRATEGY FOR ADDRESSING HOUSING NEEDS (see Attachment E)

DECONCENTRATION AND OTHER POLICIES THAT GOVERN ELIGIBILITY, SELECTION, AND ADMISSIONS

NOTE: for more details of the Plan Elements, please see the JCHA's ACOP, HCVP Administrative Plan, Capital Fund Plan and changes thereto, attached hereto and incorporated herein.

1. DECONCENTRATION OF POVERTY

Consistent with Quality Housing and Work Responsibility Act of 1998 ("QHWRA"), the JCHA is committed to promoting the deconcentration of poverty and a greater range of income mixing within all of its developments, and to affirmatively furthering fair housing in admissions.

A very high proportion of JCHA residents are very low-income families. As set forth in JCHA's Admissions and Continuation Policy (ACOP), JCHA applies local preferences to promote deconcentration and income mixing as encouraged under QHWRA. As set forth in the ACOP, the income-mixing ratio adopted by the JCHA for the purpose of deconcentration is defined as "40% of applicants with household incomes between 0-30% area median income (AMI), 30% of applicants with household incomes between 31% - 50% of the AMI, 30% of applicants with household incomes between 51%-80% of AMI." Not less than 40% of the units that become available per the fiscal year must be made available for occupancy by extremely low-income families.

If the described deconcentration policies do not achieve the required percentage of very low-income families, the JCHA will skip high-income families on the waiting list to extend opportunities to extremely low-income families. In accordance with HUD regulations, JCHA will determine the average income of families residing in developments subject to HUD's policy of promoting deconcentration of poverty and income-mixing annually.

2. PUBLIC HOUSING

Eligibility, Selection and Admissions: JCHA determines eligibility, selection and admission and termination of public housing applicants and residents in accordance with the HUD PHA procedures for eligibility, admission, selection, termination within relevant sections of 24 CFR.

Each family member must declare whether the individual is a citizen, a national, an eligible non-citizen or an ineligible non-citizen **(24 CFR 5.508).** U.S Citizens and Nationals: Family members who declare citizenship or national status will not be required to provide additional documentation unless JCHA receives information indicating that an individual's declaration may not be accurate. Eligible Non-citizens: In addition to providing a signed declaration, those persons declaring eligible non-citizen status, must sign a verification consent form and cooperate with JCHA efforts to verify their immigration status. Ineligible non-Citizens: those non-citizens who do not wish to contend their immigration status are required to have their names listed on a non-contending family members listing, signed by the head, spouse or co-head regardless of citizenship status, including their ineligible immigration status.

Applicants will be screened by JCHA in accordance with HUD's regulations under 24 CFR, Part 960, and sound management practices. JCHA will require applicants to demonstrate their ability to comply with essential provisions of the lease.

a. **Applications and Waiting List Openings – Applying for Assistance:** In accordance with the most recent version of the HUD Handbook 7465.1, prior to placing a family on the waiting list, or admitting a family as a resident, JCHA must obtain an application. This application will give the applicant the opportunity to choose the public housing site locations in which they are interested in living. Interested persons may also apply to public housing at Low-Income Housing Tax Credit (LIHTC) Management Offices (see JCHA Site List and Addresses).

   When it is time for the public housing waiting list ("Waiting List") to be opened, JCHA will advertise the method for taking applications. JCHA will accept applications online or through other methods as determined by JCHA at the time of opening, consistent with its ACOP. Completed applications must be returned to JCHA via the methods specified by JCHA at the time of opening. Applications must be completed in order to be accepted by JCHA for inclusion on the Waiting List.

   After applying, applicants can access and manage their information via the applicant portal, Rent Café. 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://housing.jerseycityha.org/.

b. **Closing the Waiting List:** JCHA will close the Waiting List, in whole or in part, if JCHA has enough applicants on the Waiting List to fill projected vacancies for at least 24 months. JCHA may open specific site-based Waiting Lists depending upon need.

JCHA will reopened its public housing Waiting List for specific sites and unit sizes on May 19, 2025 and they will remain open until further notice (this includes studio only Berry Gardens and Thomas J. Stewart; 2 and 3 bedrooms at Curries Woods – 3 NHD; and 5 and 6 bedrooms at Marion Gardens).

c. **Current Waiting List Statistics for Public Housing:** As of August 2024, the statistics for the JCHA Waiting List for public housing was as follows:

Status/Type Requested	Number
Families with Children	**N/A**
Families with Disabilities	**4,512**
Elderly Families	**1,978**
Applicants on PH Waiting List in these categories	**6,490**

d. **Waiting List & Applicant Selection:** All applicants for JCHA housing are taken in order of their preference status on the JCHA Waiting List. Preferences, as well as detailed processing procedures, eligibility, etc., are found in the ACOP, attached hereto as "Attachment F" and incorporated herein.

Applicants' names will be removed from all PH Waiting Lists for and as a result of any of the conditions below. JCHA will follow applicable regulatory requirements for notice of removal. Names may be removed per the ACOP if:

- An applicant is housed in a PH unit
- An applicant requests to be withdrawn from the Waiting List
- An applicant is unresponsive to letters sent from JCHA
- An applicant is determined to be ineligible for public housing

e. **Determining Bedroom Size:** It is JCHA's policy that units will be occupied by families of the appropriate size. These standards will preserve units from excessive wear and tear, prevent overcrowding and under-utilization of units. In determining the appropriate number of bedrooms for a family at initial occupancy, JCHA will allow no more than the maximum number of persons per bedroom as allowed by local building standards and HUD criteria. Other guidelines utilized by JCHA are outlined in the ACOP.

f. **Occupancy Standards & Apartment Offers:** After being determined eligible for public housing assistance and being selected according to the JCHA's Applicant Selection and Assignment Policy described in the ACOP, the family will be required to sign a lease for a term of twelve (12) months. The lease is automatically renewable for successive years unless properly terminated according to the lease terms and the laws of the State of New Jersey.

The Head of Household and all adult family members will be required to execute the lease prior to admission. A copy of the lease, utility allowances if applicable, routine maintenance charges, Disclosure of Information on Lead-Based Paint and Hazards and other information will be provided at lease signing.

The lease will become effective no later than three (3) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is later.

Rent Determination: At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the Formula Method or set at the Flat Rent amount. For residents who opt for the Flat Rent, only the family composition, the Authorization of Release of Information form and compliance with the Community Service requirement will be required on an annual basis (all deductions also apply). Public Housing residents who reside at mixed finance developments and whose unit is also a LIHTC unit must be recertified every year. Families who opt for Flat Rent may request to have a reexamination and return to the Formula-Based Method at any time if the family's income has decreased, circumstances have changed increasing expenses for medical or childcare, or other circumstances have created a hardship such that the Formula Method would be more financially feasible for the family.

a. **Formula Method.** The Total Tenant Payment (TTP) is equal to the highest of either 10% of monthly income or 30% of adjusted monthly income. The family will pay the greater of the TTP or the minimum rent of $50.00, but not more than the Flat Rent.

   In the case of a family who has qualified for the income exclusion (see section 9.c below), upon the expiration of the 12-month exclusion period described in the ACOP, an additional rent benefit accrues to the family. If the family member's employment continues, then for the second 12-month period following the initial 12-month period of disallowance, the resulting rent increase will be capped at 50% of the rent increase the family would have otherwise received.

b. **Minimum Rent.** The JCHA has set the minimum rent at $50.00. However, if the family requests a hardship exemption in writing, the JCHA will immediately suspend the minimum rent for the family until it can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature. All verification of income processes will be applied.

i) **Determination of Rent Hardship Exemption.** A hardship exists in the following circumstances:

- When the family has lost eligibility for or is waiting on an eligibility determination for a Federal, State or local assistance program;
- When the family would be evicted as a result of the imposition of the minimum rent requirement;
- When the income of the family has decreased because of changed circumstances, including loss of employment;
- When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
- When a death has occurred in the family.

ii) **Financial hardship ends.** If the JCHA determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of rent for the time of suspension.

iii) **Temporary hardship.** If the JCHA reasonably determines that there is a qualifying hardship, but it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The JCHA will offer a repayment agreement in accordance with the ACOP for any rent not paid during the period of suspension. During the suspension period, the JCHA will not evict for nonpayment of the amount of rent owed for the suspension period.

iv) **Long-term hardship.** If the JCHA determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists. The JCHA will offer a repayment agreement in accordance with the ACOP for any rent not paid during the period of suspension. During the suspension period, the JCHA will not evict for nonpayment of the amount of rent owed for the suspension period.

v) **Appeals.** The family may use the grievance procedure to appeal the JCHA's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

c. **Flat Rent.** In accordance with HUD Notice PIH-2015-13 (HA), flat rents must be "set at no less than 80% of the applicable Fair Market Rent (FMR)." If the family is responsible for utility payments, the PHA must reduce the rent by the amount of the utility allowance. The new Flat Rent amount must be offered to current flat rent payers at the next

recertification. Flat rent payers may choose between the Flat Rent or Income-Based (30%) rent.

On September 8, 2015, HUD published "Streamlining Administrative Regulations for Public Housing: Revisions to Public Housing Flat Rents." The Interim Rule revised the flat rent regulations at 24 CFR 960.253 and provides flexibility for "small area" FMRs where HUD established geographic boundaries for dramatic valuation swings in urban areas.

Relevant to JCHA, it confirmed the creation of a standard Flat Rent at not less than 80% of the applicable FMR for a given unit size. It also clarifies that if a new Flat Rent would cause the family's rent to increase by more than 35%, the family's rent increase must be phased in at 35% annually until such time that the family chooses to pay the Income-Based rent or the family is paying the Flat Rent of not less than 80% FMR. **Therefore, Flat Rents must increase up to 35% annually until reaching at least 80% FMR.**

See ACOP for the schedule of Flat Rents by public housing development. The Flat Rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family. The New Flat rent schedule of not less than 80% FMR became effective with recertifications as of October 1, 2017.

At mixed-finance developments the Flat Rent is the applicable LIHTC rent for those units that are both public housing and LIHTC units. The applicable LIHTC rent is subject to periodic change pursuant to N.J. Housing Mortgage and Finance Agency (NJHMFA) rules and regulations. For public housing only units in these developments, the Flat Rent is the current rent for a market rate apartment of equal size and amenities in the same development. The market-rate rents are subject to periodic change based on current local market conditions.

d. **Rent for Families Under the Non-Citizen Rule.** A mixed family will receive full continuation of assistance if all of the following conditions are met: a) the family was receiving assistance on June 19, 1995; b) the family was granted continuation of assistance before November 29, 1996; c) the family's Head or spouse has eligible immigration status; and d) the family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

A more detailed description of Rent for Families under the Non-Citizen Rule, including how to calculate the prorated tenant rent is provided in the ACOP under Section 8.7.

3. Housing Choice Voucher Program (HCVP; FORMERLY SECTION 8)

a. **Waiting List Opening:** The HCVP Wait List was opened on May 19, 2025, and will close once 2,000 applicants have applied. Waiting lists for certain types of vouchers were opened on May 19, 2025, and will close once 2,000 applicants have applied.

Current Waiting List Statistics for HCVP: As of August 2024, the statistics for the JCHA waiting list for the Housing Choice Voucher Program were as follows:

Status/Type Requested	Number
Families with Children	**N/A**
Families with Disabilities	**2,791**
Elderly Families	**1,082**
TOTAL applicants on HCVP Waiting List	**3,873**

HCV Programs under JCHA Management

Program Name	Vouchers/Families Served	Expected Annual Turnover
HCV (Section 8) Total	5,056	200
Special Purpose Vouchers		
NEDP	299	20
Mainstream	367	30
Family Unification	170	30
VASH	90	5
Shelter Plus Care	38	3
Rental Assistance Dem (RAD)	290	25
Enhanced Vouchers	95	0
Emergency Housing Vouchers (EHV)	94	5

b. **Rental Assistance:** JCHA administers rental assistance via the Housing Choice Voucher program. Upon verification of eligibility and acceptance into the program--and providing vouchers are available--a portion of the rent from a private landlord (approved by JCHA) may be paid by JCHA for the applicant.

c. **Applicant Eligibility:** The criteria for and verification of eligibility for admission to the HCVP are treated the same way as stated above for Public Housing, except that additional information on the Landlord, the actual apartment or structure, and Lease must also be submitted and cleared prior to residency, if the applicant rises to the top of the HCVP wait list. A complete description of processing procedures, eligibility, etc., are found in the Administrative Plan, attached hereto as “Attachment G.”

d. **Citizenship Verification:** In accordance with 24 CFR §5.216, as may be amended from time to time, each member of the applicant's household must disclose and verify his or her SSN when the applicant's eligibility to participate in the program is being determined. 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.

e. **Failed Inspection Extensions:** Extensions will be granted in cases where JCHA has determined that the owner has made a good faith effort to correct the deficiencies identified in the inspection report and is unable to for reasons beyond the owner's control. The owner's request for an extension must be made in writing to the JCHA. Reasons may include, but are not limited to, the fact that: (i) a repair cannot be completed because of weather conditions; (ii) a reasonable accommodation is needed because the family includes a person with disabilities.

   The length of the extension will be determined on a case by case basis, but will not exceed 30 calendar days, except in the case of delays caused by weather conditions. In the case of weather conditions, extensions may be a continued until the weather has improved sufficiently to make repairs possible. The property owner must also provide proof of current utilities, and property taxes.

f. **Violence Against Women Act (VAWA):** The full policy can be found in Chapter 23 of the HCVP Administrative Plan, "Tenancy Protections for Victims of Abuse Under the Violence Against Women Act (VAWA)." The JCHA is committed to preserving and protecting the right to safe, affordable housing for victims of domestic violence, dating violence, sexual assault or stalking. The JCHA will comply with any provision of Federal, State or local law that provides the greatest protection for victims of these criminal acts.

g. **Lead-Based Paint:** The Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821-4846) and the Residential Lead-Based Paint Hazard Reduction Act of 1992, as well as regulations at 24 CFR Part 35, Subparts A, B, M and R, apply to the Housing Choice Voucher Program. The requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children under six years of age, excluding zero bedroom units, per the HUD Housing Choice Voucher Program Guidebook, Chapter 10: Housing Quality Standards, pages 10-12. Section 10.4 discusses all JCHA responsibilities. During initial and annual inspections of pre-1978 units that are occupied or will be occupied by families with children under 6 years of age, the inspector must conduct a visual assessment for deteriorated paint surfaces and the owner must stabilize deteriorated surfaces. Applicable areas include painted surfaces within the unit, exterior painted surfaces associated with the unit, and common areas of the building through

which residents must pass to gain access to the unit and areas frequented by resident children under 6 years of age, including play areas and childcare facilities. For units occupied by Environmental Intervention Blood Lead Level (lead poisoned) children under 6 years of age, a risk assessment must be conducted (paid for by JCHA), and the owner must complete hazard reduction activities if lead hazards are identified during the risk assessment. See Chapter 11, Section G, "Special Requirements for Lead-Based Paint Identification and Reduction," of the JCHA HVCP Administrative Plan for additional information.

h. **Family Obligations:**

The Family (including Each Family Member) Must:

i. Supply any information that JCHA or HUD determine to be necessary including evidence of citizen or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
ii. Disclose and verify social security numbers, as provided by 24 CFR part 750, and sign and submit consent forms for obtaining information in accordance with 24 CFR part 760 and part 813.
iii. Supply any information requested by JCHA to verify that the family is living in the unit or information related to family or family member absence from the unit.
iv. Notify JCHA and the owner in writing at least 60 days before moving out of the unit or terminating the lease.
v. Use the assisted unit solely for residence by the family that is listed on the HAP Contract and Lease. The unit must be the family's only residence.
vi. Notify JCHA in writing within thirty (30) days of the birth, adoption, or court-awarded custody of a child who will reside in your unit.
vii. Request JCHA and the owner's written approval to add any other family member.
viii. Request and obtain JCHA approval before adding a live-in aide to the household.
ix. Promptly notify JCHA in writing if any family member no longer lives in the unit.
x. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
xi. Allow the unit to be inspected at reasonable times and after reasonable notice.
xii. Give JCHA a copy of any owner eviction notices.

The Family (Including Each Family Member) Must Not:

xiii. Own or have any interest in the unit (other than in a cooperative or JCHA Homeownership Program).
xiv. Receive HCVP housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless JCHA has determined (and has notified the owner and the family of such determination)

that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

xv. Receive HCVP housing assistance while receiving another housing subsidy, for the same unit or a different unit, under any other Federal, State or local housing assistance program.

xvi. Be a registered sex offender in any state or territory of the United States.

xvii. Be convicted of any drug-related crime for the manufacture or production of methamphetamine on the premises of federally assisted housing.

i. **HCV-Family Self-Sufficiency (FSS):**

i. **Program Requirements:** JCHA and the Head of FSS family (either the head of household or other eligible adult household member) of each participating family execute an FSS Contract of Participation (COP) that specifies the rights and responsibilities of both parties. The 5-year FSS contract specifies goals and services for each family. Family members must fulfill all requirements in order to graduate from the program and receive the escrow balance. The FSS contract requires that the family comply with the lease, that all family members become independent of welfare cash assistance by graduation, that the head of the FSS household and adult household members with an ITSP seek and maintain suitable employment. Possible sanctions for noncompliance with the FSS contract include: termination from the FSS program, forfeiture of the FSS escrow account, withholding or termination of supportive services.

ii. **Benefits of the FSS program:** An interest-bearing FSS escrow account is established by the PHA for each participating family. An escrow credit, based on increases in earned income of the family, is credited to this account by the PHA. The PHA may make a portion of this escrow account available to the family during the term of the contract to enable the family to complete an interim goal such as education. If the family completes the contract and no member of the family is receiving cash welfare assistance, the amount of the FSS escrow account is paid to the head of family. If the PHA terminates the FSS contract, or the family fails to complete the contract before its expiration, the family's FSS escrow funds are forfeited.

j. **JCHA's Project Based Vouchers:**

The Jersey City Housing Authority administers 840 Project Based Vouchers throughout the city of Jersey City in an effort to provide long-term affordability and quality housing, particularly in revitalizing neighborhoods (e.g. 07302, 07304, 07305, 07306 and 07310) to promote voucher utilization and expand housing opportunities.

These developments tie rental subsidies to specific units within a building, rather than to individual tenants, offering financial security to property owners and encouraging the production or preservation of affordable housing.

Name Of Development	Available PBV's
Gloria Robinson	24
Fred W. Martin Apts.	6
St. Bridget's Senior Residence	14
Glenview Townhouse	16
Catherine Todd	67
Mill Creek Gardens	52
(TP) Grandview	267
Jewish Rehab Home	67
Lafayette Village	22
St Lucys	15
Ocean Towers PBV RAD2	95
500 Manila PBV RAD2	195
Total:	**840**

4. FINANCIAL RESOURCES

The JCHA **Planned Sources 2026** are shown in the table below. (Please note: All the information in this table is subject to change based on HUD appropriations and approval as well as various economic factors.)

Planned Sources	Planned $	Planned Uses
1. Federal Grants (FFY 04/2026-03/2027)		
Public Housing Operating Fund (Estimated)	$11,130,879	PHA Operations including Mixed Finance Sites
2026 Capital Fund Program (CFP) (Projected) *	$7,829,343	Capital Improvements/ Modernization, Operations, Management Improvements & Administration
HCV Program Admin Fees (Projected)	$4,751,100	Sec 8 Operations excludes SRO Program (Dec 2020)
Maintream Program Admin Fees (Projected)	$537,229	Sec 8 Operations
EHV Program Admin Fees (Projected)	$43,620	Sec 8 Operations
2. Other Federal Grants		
2022 Continuum of Care Grants	$111,323	Grant Restrictions to WomenRising & York St. - Admin
2025 FSS Grant HCV	$308,000	HUD Restricted to FSS Admin Only
2025 ROSS Grant	$24,334	HUD Restricted to Ross Admin Only
2025 Special Needs Assistance Program (SNAP)	$700,497	HUD Restricted Sec 8 Operations & Admin
3. Prior Year Federal Grants (Unobligated funds only)		
2025 Trouble Capital Fund Program**	$828,125	Capital Improvements/ Modernization, Operations, Management Improvements & Administration
2025 Capital Fund Program**	$5,042,776	Capital Improvements/ Modernization, Operations, Management Improvements & Administration
4. Other Revenue Sources		
Public Housing Dwelling Rental Income	$11,363,421	PHA Operations
Non-Federal Dwelling Rental Income	$747,156	PHA Operations
AARP Foundation Connected Communities Grant	$13,821	Grant Restricted - Digital Inclusion Exclusive to Berry Gardens
Other Revenue - Inpections	$32,900	Inspections with Hoboken Housing Authority & United Way (MOU w/HCV)
Other Tenant Revenue	$16,148	PHA Operations
Other Revenue-Non-Dwelling Rental	$230,466	PHA Operations
Fraud Recovery, Other (HCV)	$47,848	Sec 8 Operations
Fraud Recovery (LIPH)	$5,500	LIPH Operations
Total Resources	########	
Housing Assistance Vouchers (HAP)	**$53,916,936**	**Restricted to HAP Payments Only**
Grand Total	**$97,681,421**	
Notes: *Projected CFP 2026 is based on an average of 2023-2025 Actual CFP		
****Actual CFP Remaining unobligated funds as of July 2025 General Capital Activity.**		
Disclaimer: All the information & $ amounts are subject to change based on HUD appropriations and approval & various		
Disclaimer: All the information & $ amounts are subject to change based on HUD appropriations and approval & various economic factors..		

5. RENT DETERMINATION

Public Housing rents are detailed in the ACOP, Chapter 8: Rent. In general, rents are either income-based or flat rents. JCHA has also established policies regarding minimum rents and hardship exemptions and prorated rents for mixed families. An explanation of the Total Tenant Payment calculations and Determination of Rent for HCVP participants is outlined in the HCVP Administrative Plan, Chapter 7 – Computation Total Tenant Payment and Determination of Rent.

6. OPERATION AND MANAGEMENT

Information on operational and management policies can be found throughout the HCVP Administrative Plan and ACOP. Full text of these manuals can be found in subsequent attachments.

7. GRIEVANCE PROCEDURES

The grievance procedures relative to Public Housing can be found in the ACOP, Chapter 20 – Public Housing Grievance Procedure. Information regarding informal hearings for applicants is located in the ACOP, Chapter 4.18: Informal Review. This information for the HCVP Program can be found in the HCVP Administrative Plan, Chapter 19 – Complaints and Appeals.

8. DESIGNATED HOUSING FOR ELDERLY AND DISABLED FAMILIES

The HUD approval letter for JCHA's designated housing plan is annexed hereto and incorporated herein as "Attachment I."

The letter notates HUD approval of the Designated Plan renewal until May 14, 2024, and the JCHA will resubmit a Designated Plan application for the properties listed below:

- NJ009000031: Lafayette Senior Living Center, AMP 31, 82 Units Elderly Only
- NJ009000011: Berry Gardens I & II, AMP 11, 285 Units Elderly Only
- NJ009000011: Berry Gardens III, AMP 11, 36 Units Elderly Only
- NJ009000011: Berry Gardens IV, AMP 11, 35 Units Elderly Only
- NJ009000010: Curries Woods (3 New Heckman Drive), AMP 10, 91 Units Elderly and Disabled Families
- NJ009000016: Thomas J. Stewart Apts., AMP 16, 48 Units Elderly Only
- NJ009000020: Ocean Point East and West, AMP 20, 59 Units Elderly Only

In addition, the Michaels Development Corporation received a Senior housing designation for Catherine Todd Senior Center Apartments ("Catherine Todd"). Catherine Todd is a rehabilitated high-rise building of the former Montgomery Gardens. It contains 68 low-income, project-based units, and provides necessary services for its elderly residents.

9. COMMUNITY SERVICE AND SELF-SUFFICIENCY

a. JCHA established a Department of Resident Empowerment and Community Engagement (RECE) in 2018 to enhance community service and self-sufficiency programming and services. This department includes JCHA's existing Resident Opportunities & Self-Sufficiency (ROSS) Program for Public Housing (PH) and HVCP (Section 8) FSS Program, which both encourage families and individuals toward self-sufficiency and community service participation. The JCHA applied for and was awarded both an FY 2020 ROSS Grant and an FY 2024 FSS Grant to continue self-sufficiency activities for residents. Additionally, a local nonprofit agency, WomenRising, applied for and was awarded an FY 2022 ROSS Grant to provide services to JCHA residents.

   i. Under the ROSS Program for PH residents and under the FSS Program for HCVP participants, individuals are provided support to pursue higher education, improve employment, obtain vocational training and achieve economic independence. The success of both programs is highly attributed to their strong case management, and holistic approach to providing a family with comprehensive programming and referrals customized to their specific needs.

   ii. ROSS and FSS staff are committed to locating services that are necessary in order to assist a family in achieving economic independence and self-sufficiency. Some of the services provided under ROSS and FSS include, but are not limited to: personal counseling; career counseling; educational counseling; credit repair; money management workshops, parenting skills workshops; assistance in applying for all levels of higher education; referral services to vocational training, etc.

b. The ACOP explains the Community Service and Self-Sufficiency Requirements and clarifies which activities are permitted that satisfy this requirement for residents. The ACOP also provides a process for verification of exempt status, which will be completed on an annual basis. For individuals who are exempt due to elderly or permanent disability status, verification of exemption status will be done at the initial point of exemption.

c. JCHA's Section 3 Program is designed to assist qualified residents to obtain employment opportunities with our contractors. Residents meeting the eligibility criteria are enrolled into a resident database. As employment opportunities become available, the Section 3 coordinator will refer participants to the contractor for interviews. Participants are selected based on the assessment conducted at the time of their enrollment. For more detailed information regarding this program please, see the plan in "Attachment H," incorporated herein.

10. SAFETY AND CRIME PREVENTION

a. JCHA continues to advance and revise its measures to address the ongoing need to 1) monitor its sites, 2) deter and, when possible, prevent crime, and 3) ensure the safety and well-being of public housing residents in Jersey City. Based upon statistics provided by the Jersey City Police Department (JCPD) from July 1, 2024, to June 30, 2025, 21 serious crimes were committed on JCHA property. There were 0 homicides, 0 rapes, 1 robbery, 10 aggravated assaults, 0 narcotics possession and 0 drugs/distribution or manufacture cases reported. JCHA continues to work in partnership with the Jersey City Police Department to improve Quality of Life issues and enhance Community Policing efforts.

   In 2018, JCHA initiated a new Shared Services Agreement with the City of Jersey City to create a Jersey City Police Department Housing Unit comprised of On-Duty police officers at public housing developments. The Agreement is renewed and renegotiated biannually. The Agreement identifies the appointment of a Police Supervisor to oversee the new JCPD Housing Unit and also establishes access to reports and data to support the JCHA's criminal activity policy and to enhance security at public housing developments, as well as regular meetings with management to address safety and security concerns.

b. Pursuant to its goals, JCHA invested in innovative crime prevention and quality of life strategies. JCHA installed security cameras in the Community Rooms at each property, and at various locations in and around some properties, as well as at strategic locations to monitor and deter illegal dumping. JCHA also enhancing security camera systems. The systems were installed at Marion Gardens and Holland Gardens in 2017; at Berry Gardens, Hudson Gardens, and Booker T. Washington in 2018; at Curries Woods during 2019–2020; at Arlington Gardens in May 2021; and at WEBB Apartments in February 2024. Additionally, video intercom systems were installed at our senior site, Berry Gardens, in August 2022, at 199 Ocean Avenue and 92 Danforth Avenue in November 2024. Lastly, in August 2020, the JCHA began contracting with a third-party security company to provide security personnel at senior developments with more than 75 units pursuant to local ordinance.

c. JCHA established a telephone "tip-line" in 2016 encouraging anyone to report anonymously crime and quality of life issues, as well as register complaints and disclose information related to breach of policy and improper behavior.

d. JCHA is in contact with municipal, county, state and federal law enforcement regarding crimes, wanted persons, and arrests made at all JCHA sites. JCHA has coordinated with multiple law enforcement agencies for special operations at several properties and provided venues for training of police, fire, FBI and OEM personnel.

11. CIVIL RIGHTS CERTIFICATION

JCHA certification of compliance with civil rights laws and regulations is contained in the "PHA Certifications of Compliance with the PHA Plans and Related Regulations," attached hereto and incorporated herein as "Attachment J." The JCHA Fair Housing and Reasonable Accommodation policies may be found in ACOP Chapters 2 and 3 and in Administrative Plan Chapter 1 sections C and D.

12. FISCAL YEAR AUDIT

Our most recent fiscal year audit can be found in "Attachment D."

13. ASSET MANAGEMENT

JCHA Asset Management policies, including Utility Allowances, Paying Rent, Transfers Policy, Inspection Procedures, Rental of the Community Facilities, Smoke Free, Pets, One-Strike, Applicant Selection and Assignment, Continued Occupancy, Parking, Termination of Tenancy, and others are included in the ACOP, which can be found in "Attachment F."

JCHA completed a physical needs assessment (PNA) for each property in June 2021 that revealed approximately $77M in immediate physical improvements needed. From this assessment, JCHA developed a new 5 Year Capital Action Plan and overall schedule of capital fund expenditures for the next 20-years. Strategic planning has been initiated to devise a comprehensive capital plan based on the 2021 PNA including decisions on modernization, rehabilitation, disposition and other capital needs.

Energy Conservation Program: JCHA has initiated strategies to reduce its energy costs. JCHA executed an agreement with Siemens Building Technologies, Inc., in 2013 to implement a comprehensive energy management and energy improvement program through a guaranteed energy performance contract ("EPC"), to improve energy access and reduce consumption costs at most of the public housing developments. The project anticipates energy and cost savings generated through the energy conservation measures that, after debt servicing, will accrue long after the hardware has been installed. Currently, HUD has provided greater opportunity for savings, by allowing PHAs to extend their EPCs an additional five years, and allowing further investment in energy saving measures. In 2022, the JCHA has taken advantage of this new opportunity. The JCHA has entered into EPC Amendment No. 6, which extends the EPC for an additional 6 years, replaces the windows and curtain wall at 92 Danforth Avenue at Berry Gardens with energy efficient windows and co-generation water heating system, and LED lighting at all exterior and common areas of all AMPS. Investing in new technology will help ease the considerable capital improvements needs years from now. Additionally, these improvements provide the JCHA with yet another way to reduce its carbon footprint and ensure a healthy and sustainable community for its residents and the greater community. Performance of the equipment and the potential consumption savings are being guaranteed by the contractor.

The EPC includes, but is not limited to, installation of new low-flow toilets, showerheads, kitchen/bathroom sink aerators, lighting fixtures, radiator and boiler controls, and decentralized heating system at Booker T. Washington Apartments, and new more energy efficient window systems and co-generation systems at Berry Gardens. The JCHA will document, review, and verify cost savings and issue a report to HUD each year during the term of the agreement.

In 2018, the JCHA was recognized by the U.S. Department of Energy's Better Business Challenge as the first Public Housing Authority to meet its energy conservation goals on a portfolio-wide basis. In fact, the JCHA has recorded a 26% reduction in energy usage in only six years. The JCHA plans on further reducing energy usage with the new HUD regulations.

14. VIOLENCE AGAINST WOMEN ACT (VAWA)

The full policy can be found in ACOP Chapter 19, "Violence Against Women Act (VAWA)" And HCVP Administrative Plan Chapter 24, "Tenancy Protections for Victims of Abuse Under VAWA." Additionally, Section 9.8 of the ACOP and Chapter 8, Section B of the Administrative Plan describe the low-barrier certification process for VAWA victims. The purpose of this policy is to implement applicable provisions of the Violence Against Women Act of 2005, the Violence Against Women Reauthorization Act of 2013, and the Violence Against Women Reauthorization Act of 2013: Implementation in HUD Housing Programs, and set forth JCHA's policies regarding domestic violence, dating violence, sexual assault and stalking regardless of sex, gender identity or sexual orientation. In compliance with the Implementation rule, the JCHA will provide HUD's "Notice of Occupancy Rights" and "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternative Documentation" forms to applicants and tenants, which explain their rights under VAWA. JCHA is committed to preserving and protecting the right to safe, affordable housing for victims of domestic violence, dating violence, sexual assault or stalking. JCHA will comply with any provision of Federal, State or local law that provides the greatest protection for victims of these criminal acts.

15. SMOKE FREE

The use of tobacco products is prohibited in all public housing living units, interior common areas and outdoor areas within 25 feet from public housing and administrative office buildings (collectively, "restricted areas"). The Rule does not prohibit smoking by residents; rather, it requires that residents who smoke do so at least 25 feet away from the buildings.

- Prohibited tobacco products are defined as items that involve the ignition and burning of tobacco leaves, such as: cigarettes, cigars, pipes and water pipes (also known as hookahs).
- Electronic nicotine delivery systems (e.g., e-cigarettes) are not prohibited.
- Interior common areas include but are not limited to: hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures.

Marijuana usage is also prohibited. See JCHA's Criminal Activity Policy in ACOP chapter 18, section 4 and Administrative Plan chapter 16, section D.

16. LEAD-SAFE HOUSING RULE

In accordance with Notice PIH-2017-13; OHHLHC 2017-01, JCHA adopted the following key changes under the Lead Safe Housing Rule in its 2018 Agency Plan:

- HUD's "Environmental Investigation Blood Lead Level" (EIBLL) is now referred to as "Elevated Blood Lead Level" (EBLL)
- Consistent with the Centers for Disease Control and Prevention (CDC), HUD is now using the reference level of 5 micrograms per deciliter to identify children with an EBLL (formerly the level was 20 μg/dL).
- The level of investigation required for a housing unit of a child with an EBLL has been enhanced to an "environmental investigation" and a requirement for testing in other covered units has been added when a child is identified in a multi-unit property.
- Lead-based paint hazards identified by the environmental investigation must be controlled within 30 calendar days by a certified lead-based paint abatement firm or certified lead renovation firm, including having the unit and common areas pass a post-work dust clearance exam in accordance with 24 CFR §35.1340.
- Re-evaluations must be conducted every two years for deteriorated paint surfaces, 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.
- JCHA is responsible for compliance with the regulations.
- On a quarterly basis, JCHA must attempt to obtain the names and addresses of children under age six with an EBLL who live in JCHA owned or managed housing from the health department and comply with Lead Safe Housing Rule requirements.

JERSEY CITY HOUSING AUTHORITY

2026 ANNUAL PLAN

Attachment C

Mixed-Finance, Mod/Development, Rehabilitation/Sustainability, Demo/Disposition, Conversions, Homeownership Programs, Project-Based Vouchers

(B.2 of HUD FORM 50075-ST)

HOUSING AUTHORITY OF THE CITY OF JERSEY CITY
2026 ANNUAL PLAN

B.2 New Activities: (a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? (b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan.

1. Mixed-Finance Construction Initiatives

a) **Montgomery Phase II**. Through an RFP process, the JCHA selected Genesis\MDG to develop Montgomery Family Phase II where buildings 2 and 4 of the former Montgomery Gardens currently stand. The Demolition application with HUD's Special Applications Center (SAC) has been approved, and as of March 5, 2020, Part 58 environmental clearance with the City of Jersey City was completed but requires additional clearance due to delays. The Developer's Agreement is currently being negotiated, and tax credit submission is expected in Summer 2026.

b) **Holland Gardens Revitalization**

i) **Overview**. The JCHA continues the process for revitalizing Holland Gardens. Kitchen & Associates ("Kitchen"), a multi-disciplinary design firm with significant experience working with public housing authorities, including experience conducting community charrettes, developed a visioning process that actively engaged Holland Gardens' residents and incorporated their input. The result is a Vision for the new Holland Gardens that meets the needs of its residents, while propelling public housing into a new collaborative era.

ii) **Relocation Policies.** Considering best practice models, the JCHA is working with its residents, community stakeholders, HUD, and local officials to create a process that not only satisfies the requirements of the Uniform Relocation Act but surpasses any standard for residents' rights. The JCHA Board of Commissioners ratified a resolution that established a clear Right of Return Policy guaranteeing the return of every resident in good standing that wishes to do so.

iii) **Developer Selection Processes.** On the recommendation of the JCHA Selection Committee, the JCHA Board of Commissioners selected WinnCompanies as JCHA's development partner for the revitalization of Holland Gardens. The JCHA and Winn executed a Master Development Agreement in January 2025 and are currently implementing a Relocation Process in line with JCHA's Relocation Policy.

c) Proposed RAD / Section 18 Conversions

i) Mixed-Finance Sites. Recently, the JCHA's four oldest LIHTC sites have completed, or are about to complete their tax credit compliance periods. These properties are: Lafayette Village (NJ009000012); Lafayette Senior Living Center (NJ009000013), Pacific Court (NJ009000014), and Woodward Terrace (NJ009000015).

ii) The JCHA engaged its mixed-finance partners to determine whether resyndication, RAD conversion, or JCHA right of first refusal election is best suited to meet the needs of JCHA's ACC subsidized residents residing in its mixed-finance sites.

(1) Lafayette Village – The RAD process is complete, and unit rehabilitation is underway.

Current Unit Mix	**2-BR**		**3-BR**		**4-BR**	
	Townhome (Row House)	**Garden (Walk up)**	**Townhome (Row House)**	**Garden (Walk up)**	**Townhome (Row House)**	**Total**
PHA UNITS	48	4	15	2	8	77
LIHTC (up to 60% AMI)	4	14	4	2		24
Market	5	14	4			23
Total	**57**	**32**	**23**	**4**	**8**	**124**

The RAD/ Section 18 blend resulted in 16 RAD units and 61 Section 18 units. Of the 77 Public Housing units to be converted to RAD, all units are family occupied units, except for seventeen (17) senior occupied units (comprised of 13 two-bedroom units and 4 three-bedroom units). **Unit layouts have not changed. There is no change in the number of units and no change in the number of bedrooms per unit. There is also no change in policies about waiting lists and tenant selection and no subsidy assistance is moving off-site.**

Proposed Unit Mix	**2-BR**		**3-BR**		**4-BR**	
	Townhome (Row House)	**Garden (Walk up)**	**Townhome (Row House)**	**Garden (Walk up)**	**Townhome (Row House)**	**Total**
RAD Units	15	1				16
Section 18 Units	33	3	15	2	8	61
FMR Units	3	14	3	2		22
LIHTC (up to 60% AMI)	4	8	4			16
Market	2	6	1			9
Total	**57**	**32**	**23**	**4**	**8**	**124**

The unit sizes, types and amounts currently break down as follows, and **WILL NOT CHANGE**:

(24)	Two Bedroom/1 Bath	869 SF (Net)
(57)	Two Bedroom/1.5 Bath	975 SF (Net)
(8)	Two Bedroom/2 Bath	966 SF (Net)
(23)	Three Bedroom/1.5 Bath	1,313 SF (Net)
(4)	Three Bedroom/2 Bath	1,163 SF (Net)
(8)	Four Bedroom/2.5 Bath	1,496 SF (Net)
(124)	**Total Units**	

Total Net Residential Square Footage	130,919 s.f.
Total Gross Residential Square Footage	140,122 s.f.
Total Net Management Building Square Footage	2,755 s.f.
Total Gross Management Building Square Footage	2,934 s.f.

Pacific Court (NJ009000014): The Jersey City Housing Authority (JCHA) is partnering with the Vitus group to address financial challenges at the Pacific Court project, developed in 2005 with HOPE VI and LIHTC funding. Facing recurring losses and debt service issues, JCHA also seeks to submit an application for conversion of Public Housing to Project-Based Assistance under the RAD Program to reposition the project to sustainable financial performance and long-term availability of the ACC and other affordable units. Vitus has acquired general and limited partners' interests. JCHA will cancel its junior mortgage for a negotiated payment and retain 25% ownership. The partnership aims to make necessary repairs, stabilize the property's financial health and ensure long-term affordability.

3. **Demolition/Disposition**

Hudson Gardens: The JCHA successfully applied to SAC requesting de minimis demolition of 2 apartment units at Hudson Gardens (Building One, 514 Newark Avenue) to improve the Drop-In Center that operates in the commercial rental property at that address. The Drop-in Center offers coordinated entry for individuals and families experiencing homelessness, a range of social service supports, and rapid rehousing services as part of a federally funded Continuum of Care. The Drop-in Center is operated by Garden State Episcopal Community Development Corporation (GSCDC), which is funded in part by the City of Jersey City and partners with JCHA's Housing Choice Voucher Department to provide housing vouchers to individuals and families experiencing homelessness. The Drop-in Center has been located at Hudson Gardens for many years. Funded by the City of Jersey City, the renovation will improve intake and case management facilities, upgrade bathrooms, install an elevator for improved accessibility and add showers, laundry and a congregate meal site to the facility.

Pacific Court, Mixed-Finance Development (NJ009000014): JCHA is applying to SAC for RAD\Section 18 Blend conversion. As of now, the assumption is that 30% will be Section 18 Blend and 70% will be a straight RAD conversion. However, these numbers are subject to change upon completion of the Physical Needs Assessment, scope of work, and cost analysis.

Pacific Court has undergone financial instability due to low funding from the public housing program for inadequate rent levels under the Low-Income Housing Tax Credit to (LIHTC) program. Project is struggling with recurring losses, negative cash flow, and difficulties meeting debt obligations, exemplified by a significant overdue mortgage payment. To stabilize the property and ensure its financial and physical long-term sustainability, JCHA partnered with Vitus who acquired the general and limited partners interests to rehabilitate the project. After conversion of the property, it will undergo renovations including the following replacements: roofs, exterior doors, kitchen cabinets, EnergyStar appliances and water heaters and gas burners at every unit.

4. Public Housing Repositioning

The JCHA currently has excess subsidy in its Faircloth limit to potentially expand Public Housing by approximately 1,200 units. As a result, the JCHA is actively seeking opportunities to expand its public housing program. This would include possible conversion of market rate units at mixed finance sites, and acquisition of new properties into the JCHA portfolio. Specifically, the JCHA released an RFP for developers of anticipated or planned low-income multifamily rental construction projects or developers or owners of existing low-income multifamily properties requiring rehabilitation that are interested in partnering with the JCHA to provide Rental Assistance Demonstration (RAD) subsidy, utilizing a portion of the JCHA's Faircloth Authority. The JCHA has requested proposals from qualified developers and owners to issue not more than 1000 RAD vouchers for suitable projects in the City of Jersey City and the following developers/projects are being considered:

DEVELOPER/OWNER	DEVELOPMENT(S) LOCATION	MAX. ANTICIPATED TOTAL VOUCHERS
JCHA	242 Bergen Avenue	12
JCHA	69 Storms Avenue	28
786 Realty LLC	24 Reed Street	20
786 Realty LLC	151-161 Christopher Columbus Drive	36
BRP Bayfront Urban Renewal LLC	445 Route 440 in three (3) phases	307
Cervelli Real Estate & Property Management	99 Rutgers Urban Renewal, LP 99 Rutgers Avenue	14
EMT Realty, LLC	Villa Borinquen 396 Manilla Avenue	300
Genesis Companies	455 Ocean Avenue	40
MBID of Delaware (Ingerman)	2595 John F. Kennedy Blvd.	8
TAG Development	155 Marin Boulevard	60
TAG Development	369-363 Communipaw Avenue	80
TAG Development	336-340 Martin Luther King Blvd.	2
Team Walker Inc.	379 Communipaw Avenue	28
Vitus	148 Bramhall Avenue (Pacific Court)	31
TOTAL		966

The JCHA has acquired Webb Apartments, located at 450 MLK Drive Jersey City. Webb apartments is a 40-unit mid-rise elevator building. The JCHA has received approval to convert 30 of the 40 units to public housing units and expects to convert the remaining 10 units to public housing after the HOME Fund restrictions are satisfied.

The JCHA just obtained approval to manage two new properties and will be submitting applications to HUD to acquire the following properties:

1. **69 Storms Avenue, also known as Resurrection House -** The building is owned by Garden State Episcopal Community Development Corporation. The building was managed by Moderate Income Management Company, Inc. and the JCHA was just approved to manage it. The three (3) story masonry building contains 28 dwelling units, 10 one-bedroom, 13 two-bedroom units, 4 three-bedroom units, and 1 four-bedroom unit.

2. **242 Bergen Avenue, also known as Bergen Court -** The building is owned by Garden State Episcopal Community Development Corporation. The building was managed by Moderate Income Management Company, Inc. and the JCHA was just approved to manage it. The four (4) story masonry building contains 12 dwelling units, 4 one-bedroom and 8 two-bedroom units. There are 1 one-bedroom and 2 two-bedroom units on each floor. Each floor is approximately 3,100 square feet.

The JCHA shall include a HOPWA preference in the 69 Storms Avenue and 242 Bergen Avenue waiting lists, consistent with the goals of the HOPWA program.

Additionally, JCHA is exploring conversion of two non-federal properties, 254 Bergen Avenue, a 38-unit mid-rise elevator building, and Arlington Gardens, a 90-unit, 5 building garden style property, to public housing, increasing the agency's ACC count by 128 units.

The chart below details the number of units and type of subsidy attached to each unit for the current mixed-finance sites:

Apartment Complex Name	ACC Units	PBV Units	Unsubsidized Affordable Units	Market Rate Units	Total Units
Lafayette Village	77	0	24	23	124
Lafayette Senior Center	82	0	0	1	83
Pacific Court	41	0	15	16	72
Woodward Terrace	45	0	15	10	70
Gloria Robinson Phase I	57	0	0	9	66
Barbara Place Terrace	40	0	16	11	67
Gloria Robinson Phase II	71	0	0	7	78
Ocean Point East	20	6	0	1	27
Ocean Point West	20	12	0	0	32
Glenview TH Phase I	38	0	17	8	63
Gloria Robinson Phase III	24	15	15	6	60
Glenview TH Phase II-East	26	12	2	0	40
Gloria Robinson Phase-IV	27	10	27	6	70
Glenview TH Phase II-West	12	4	0	8	24
Catherine Todd	0	67	0	1	68
Mill Creek/Montgomery Family I	26	52	43	5	126
Webb Apts.	30	0	10	0	40
Mixed Finance Total	**636**	**178**	**184**	**112**	**1110**

5. Rehabilitation/Sustainability/Modernization

a) **Grant-Supported Sustainability.** The JCHA continues to respond to CFCP, Emergency Safety & Security grant NOFAs and any other NOFAs related to modernization and/or development that the Department publishes. The JCHA partnered with P.A.C.O., a local nonprofit that participates in the Low-Income Home Energy Assistance Program (LIHEAP) to modernize the boiler and hot water systems at 72-82 Danforth Avenue, Berry Gardens. Work was completed in spring of 2022, and the boilers and hot water systems are up and running.

b) **Energy Efficiency.** The JCHA Board of Commissioners recently approved the JCHA extending its Energy Performance Contract an additional 5 years to finance new window systems, and a new combined heat and power unit to supplement the hot water system

at 92 Danforth Avenue, Berry Gardens. The JCHA is also exploring the possibility of installing solar photovoltaic systems on certain properties to reduce energy costs.

c) **Broadband Access.** Internet access and digital devices are essential everyday tools to complete a range of tasks online (attending school and submitting homework assignments, applying for jobs, staying connected with distant family, accessing telehealth, and online banking, to name a few). Yet national data shows—and JCHA's own resident surveys support—that roughly two-thirds of low-income public housing residents are unconnected. There are various reasons for the divide, but chief among them are (1) Jersey City generally and JCHA in particular lack the infrastructure to support broadband internet access for residents; and (2) the monthly fees of even "low-cost" internet services – not to mention other requirements, such as credit checks and annual contracts – put them out of the reach of many of our residents. To address these barriers, JCHA conducted a public bid process and ultimately contracted with two internet service providers (ISPs) to wire 6 of our public housing developments for high speed, affordable broadband. JCHA will make a modest investment of approximately $20k to support the infrastructure. Thereafter, residents will have the opportunity to subscribe for internet service at a rate of $15-20 per month (the first 2-3 months will be free for new subscribers). Installation work began in late 2021 and is expected to continue through the end of 2022. To date, approximately 750 units at three of JCHA's public housing developments now have affordable high-speed broadband access. What's more, the ISPs are participating providers in the Federal Communication Commission's Affordable Connectivity Program, bringing the monthly internet subscription cost to $0 for residents.

6. Homeownership

The JCHA has five (5) two-family townhouses, a total of 10 units, remaining unsold at the Dwight Street Homes (AMP #00900010) homeownership development. The JCHA anticipates selling those remaining homes to qualified existing public housing residents or those families on the Dwight Street Homes Waiting List within the next twenty-four (24) months. Meanwhile, JCHA rehabilitated two of the most distressed units, and rented them to potential buyers. As a result, the JCHA was able to decrease vacancies at Dwight Street Homes, while continuing to meet its goal of selling all the remaining units in accordance with HUD's 5(h) Homeownership program.

As set forth in the Holland Gardens Vision, the JCHA anticipates that redevelopment of Holland Gardens will add at least 28 new homeownership opportunities, with at least half being affordable.

7. Project-Based Vouchers (PBVs)

The JCHA has an active PBV Program, which is consistent with the Agency Plan as it both encourages new development of affordable housing and prevents the loss of affordable housing.

JCHA plans to convert Pacific Court's assistance from public housing to RAD/Section 18 Project-Based Voucher (PBV). The JCHA offered a 31 voucher HAP agreement which is pending subject to RAD conversion. This initiative will involve converting 41 Public Housing ACC units to RAD/Section 18 PBVs and an additional 31 Restore Rebuild PBVs at the location of 148 Bramhall Avenue, Jersey City, NJ 07304. The repositioning of Pacific Court aligns with the PHA's objectives to reduce poverty concentration and broaden access to housing and economic opportunities. As a mixed-income community, Pacific Court features 31 units transitioning to PBV, with a focus on preserving the existing housing stock within the neighborhood.

JERSEY CITY HOUSING AUTHORITY

2026 ANNUAL PLAN

ATTACHMENT D

Financial Statements

HOUSING AUTHORITY OF THE CITY OF JERSEY CITY
2026 ANNUAL PLAN

The following is JCHA's audited financials for fiscal year ending March 31, 2024.

JERSEY CITY
HOUSING AUTHORITY
Jersey City, New Jersey

FINANCIAL STATEMENTS
For the Two Years Ended March 31, 2024, and 2023

JERSEY CITY HOUSING AUTHORITY
Jersey City, New Jersey
FINANCIAL STATEMENTS
For the Fiscal Years Ended March 31, 2024 and 2023

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Polcari & Co.
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

Board of Commissioners
Jersey City Housing Authority
Jersey City, New Jersey

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of Net Position, Revenue, Expenses, and Changes in Net Position, and Cash Flows of the Jersey City Housing Authority, as of and for the years ended March 31, 2024, and 2023, and the related notes to the financial statements, which collectively comprise the Jersey City Housing Authority's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the net position of the Authority as of March 31, 2024, and 2023, and the changes in its net position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Jersey City Housing Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Jersey City Housing Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Jersey City Housing Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Jersey City Housing Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4-13 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Jersey City Housing Authority's basic financial statements. The Financial Data Schedule and the Statement and Certification of Completed Modernization Grants are presented for the purpose of additional analysis and in not a required part of the basic financial statements. The accompanying Schedule of Expenditures of Federal Awards is required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* presented for purposes of additional analysis and is not a required part of the basic financial statements. The Financial Data Schedule, Statement and Certification of Completed Modernization Grants and supporting schedules of the Authority's portion of the Public Employees Retirement Systems (PERS) and Other Post-Employment Benefits (OPEB) liabilities are presented for additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards and the financial data schedule are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 30, 2024, on our consideration of the Jersey City Housing Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Jersey City Housing Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Jersey City Housing Authority's internal control over financial reporting and compliance.

Polcari & Company C.P.A.s

POLCARI & COMPANY
CERTIFIED PUBLIC ACCOUNTANTS

Wayne, New Jersey
December 30, 2024

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)

For the Fiscal Year ended March 31, 2024

Management's Discussion and Analysis (MD&A) is designed to (a) assist the reader in focusing on significant financial issues, (b) provide an overview of the Authority's financial activity, and (c) identify changes in the Authority's financial position for the fiscal year ended March 31, 2024. Please read it in conjunction with the Authority's financial statements.

Overview of the financial statements

The Authority's financial statements are prepared on the accru.al basis of accounting in accordance with generally accepted accounting principles. The Authority's accounting records are structured as an enterprise fund with revenues recognized when earned, rather than when received. Expenses are recognized when incurred, not when they are paid. Capital assets are capitalized and depreciated over their estimated useful lives. The accounting for enterprise funds is similar to the accounting used by businesses. See the notes to the financial statements for a summary of the Authority's significant accounting policies.

Following the MD&A are the basic financial statements of the Authority together with notes, which are essential to a full understanding of the data contained in the financial statements. The Authority's basic· financial statements are designed to provide readers with a broad overview *of* the Authority's finances.

The **Statement of Net Position** presents information similar to a Balance Sheet. The Statement of Net Position reports all financial and capital resources of the Authority. The statement Is presented in the format where assets and deferred outflows of resources, minus liabilities and deferred Inflows of resources, equals net position. Assets and liabilities are presented in order of liquidity, and are classified as current and non-current.

Net position is reported in three broad categories:

Net Investment in Capital Assets: This component consists of all capital assets, reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Restricted Net Position: This component consists of assets that are constrained by limitations placed on their use by creditors (such as debt covenants), grantors, contributors, laws, regulations, etc.

Unrestricted Net Position: This component consists of assets that are not restricted and do not meet the definition of Net Investment in Capital Assets or Restricted Net Position.

The **Statement of Revenues, Expenses, and Changes in Net Position** presents Information showing how the Authority's net position changed during the year. This statement Includes operating revenues, such as rental Income, HUD operating grants, operating expenses, such as administrative, tenant services, utilities, maintenance, and depreciation, and non-operating revenue and expenses, such as capital grant revenue, investment Income, Interest expense, and gains or losses from the sale or disposition of capital assets. The focus of the statement Is the change in net position, which Is similar to net income or loss for a business entity.

Overview of the financial statements (continued)

The **Statement of Cash Flows** reports net cash provided by or used by operating activities, non-capital financing activities, capital and related financing activities and Investing activities.

The **Notes to Financial Statements** provide additional information that is essential to a full understanding of the Information included in the financial statements.

In addition to the basic financial statements and accompanying notes, this report Includes two types of supplementary Information: required supplementary information and other supplementary information. Required supplementary Information must be Included to conform to generally accepted accounting principles. Management's Discussion and Analysis and certain pension and OPEB information is required supplementary Information.

Other supplementary Information is not required by generally accepted accounting principles butis presented for additional analysis purposes or to meet other requirements. The financial data schedule is required by the U.S. Department of Housing and Urban Development (HUD). The schedule of expenditures of federal awards Is required by the Uniform Guidance.

Program Information

Public and Indian Housing: The Authority owns and manages 1,847 ACC units and private management companies additional 580 mixed finance ACC units. Under the Low Rent Public Housing program, the Authority rents units that it owns to low-Income households. The program is operated under an Annual Contributions Contract (ACC) with HUD, and HUD provides Operating Subsidy and Capital Funding to enable the Authority to provide housing at a rent that is based on 30% of household income. The Conventional Public Housing Program Includes the Capital Fund Program, which is the primary funding source for physical and management Improvements to the Authority's properties. The Authority also owns and manages 126 non-federal units.

Section 8 Housing Choice Vouchers: HUD has contracted with the Authority for funding for 4,234 Housing Choice Vouchers. Under the Housing Choice Vouchers Program, the Authority administers contracts with landlords that own rental property. The Authority subsidizes the family's rent through a Housing Assistance Payment made to the landlord. The program is administered under an Annual Contributions Contract (ACC) with HUD. HUD provides Annual Contribution Funding to enable the Authority to structure a lease that sets the participants' rentat 30% of household Income.

Program information (continued)

Financial position and analysis

Table 1 compares the Authority's financial position for the fiscal years ended March 31, 2024 and 2023:

Assets:	2024	2023	Var	% Var
Cash & Cash Equivalents	$ 28,528,842	$ 20,796,351	7,732,491	37.18%
Other Current Assets	3,560,817	1,975,049	1,585,768	80.29%
Capital Assets, Net	63,736,087	59,740,888	3,995,199	6.69%
Noncurrent Assets	93,395,320	89,296,190	4,099,130	4.59%
Total Assets	189,221,066	171,808,478	17,412,588	10.13%
Deferred Outflow of Resources	20,530,511	13,671,075	6,859,436	50.17%
Total Assets and Deferred Outflow of Resources	$ 209,751,577	$ 185,479,553	$ 24,272,024	13.09%
Liabilities:				
Current Liabilities	17,368,923	8,350,866	9,018,057	107.99%
NonCurrent Liabilities	90,451,991	85,989,269	4,462,722	5.19%
Total Liabilities	107,820,914	94,340,135	13,480,779	14.29%
Deferred Inflow of Resources	33,935,998	33,558,716	377,282	1.12%
Net Position:				
Net Invested in Capital Assets	44,405,912	41,549,543	2,856,369	6.87%
Restricted Net Position	97,381,683	99,150,375	(1,768,692)	-1.78%
Unrestricted Net Position	(73,792,930)	(83,119,216)	9,326,286	-11.22%
Total Net Positition	67,994,665	57,580,702	10,413,963	18.09%
Total Liabilities, Deferred Outflow of Resources and Net Position	$ 209,751,577	$ 185,479,553	$ 24,272,024	13.09%

Financial position and analysis (continued)

Cash and Cash Equivalents increased by $7,732,941 or 37.18%. This is due primarily to the Authority receiving its April 2024 housing choice voucher program subsidy of approximately $5,700,000 in March 2024. Housing assistance payments were not made until April of 2024. Additionally, accounts payable of approximately $3,000,000 were not paid as March 31, 2024 since the Authority was converting its accounting to w new system, resulting in an additional $3,000,000 of cash on hand. These increases were partially offset by a decrease in cash held in the Authority's EPC escrow account. During the year ended March 31, 2024, approximately $1,500,000 of the EPC loan funds were expended for capital improvements to increase energy efficiency.

Accounts Receivable HUD increased by 1,506,084 as the Authority recorded a receivable from HUD for unreimbursed housing assistance payments at March 31, 2024

Non-Current Assets, excluding the change in fixed assets, which is discussed later in this analysis, increased by $1,585,768. The primary reason for the increase is the increase of $2,980,000 in mortgage notes receivable. This increase represents interest earned in the current year that is added to the notes receivable balance. These mortgage notes arose in prior years when public housing properties were converted to mixed properties. All of these mortgage notes and the related interest thereon are payable in future periods beyond March 31, 2024. During the year ended March 31, 2024 the Authority adopted GASB 96, *Subscription Based Information Technology Arrangements.* In connection therewith, a right to use asset of $1,417,143 was recorded as of March 31, 2024

Current Liabilities increased by $9,018,057 or 107.99% primarily due to (1) an increase of approximately $2,950,000 in accounts as discussed previously; (2) an increase of $2,200,000 in payables to HUD. During the current year, the Authority was notified by HUD that it must make up deficiencies in prior underpayments related to its agreement to repay HUD for overfunding of operating subsidies; and (3) the recording of deferred revenues of $5,750,000 for housing choice voucher April 2024 subsidies received in March. in the current portion of long-term debt.

Noncurrent Liabilities increased by $4,462,722 or 5.19% primarily due to the assumption of debt of approximately $4,500,000 related to the acquisition of the Webb Apartment Project. In August of 2023 the Authority acquired all of the assets of Genesis Jersey City Partners, LLC (the Webb Apartment Project) consisting of 39 units of affordable housing.

Deferred Outflows of Resources and Deferred Inflows of Resources were reported as a result of recording the Authority's net pension and net OPEB liabilities as required by GASB 68 and GASB 75, respectively.

Table 2 focuses on the changes in net position:

	2024	2023	Var	% Var
Operating Revenue	$ 105,249,354	$ 98,735,279	$ 6,514,075	6.60%
Operating Expense	105,968,071	106,928,737	(960,666)	-0.90%
Operating Profit/(Loss)	(718,717)	(8,193,458)	7,474,741	-91.23%
Net Non-Operating Revenue/(Expense)	10,453,762	9,133,501	1,320,261	14.46%
Change in Net Position	9,735,045	940,043	8,795,002	935.60%
Beginning Net Position	57,580,702	56,670,873	909,829	1.61%
Prior Period Adjustment	678,918	(30,214)	709,132	-2347.03%
Ending Net Position	$ 67,994,665	$ 57,580,702	$ 10,413,963	18.09%

Table 3 presents a summary of the Authority's revenue by source:

	2024	2023	Var	% Var
Operating Revenue				
Tenant Revenue	$ 11,569,292	$ 10,756,972	$ 812,320	7.55%
HUD Operating Grants	90,767,318	82,585,497	8,181,821	9.91%
Other	2,912,744	5,392,810	(2,480,066)	-45.99%
Total Operating Revenue	105,249,354	98,735,279	6,514,075	6.60%
NonOperating Revenue				
Investment Income	21,762	28,476	(6,714)	-23.58%
Mortgage Interest Income	2,981,427	3,184,388	(202,961)	-6.37%
Capital Grants & Other	3,915,980	2,530,493	1,385,487	54.75%
Total NonOperating Revenue	6,919,169	5,743,357	1,175,812	20.47%
Total Revenues	$ 112,168,523	$ 104,478,636	$ 7,689,887	7.36%

Tenant Revenue increased $812,320, or 7.55%, due to normal increases in tenant income.

HUD Operating Grants increased by $8,181,821, or by 9.94%. This was primarily due to an increase of approximately $4,100,00 of housing choice voucher program subsidies, and normal inflationary increases in funding in the remaining programs managed by the Authority.

Capital Grants and Other increased by approximately $1,400,000 54.75% as the Authority expended greater amounts on physical improvements through its capital fund.

Financial position and analysis (continued)

Table 4 presents a summary of the Authority's operating expenses:

	2024	2023	Var	% Var
Administrative	$ 10,757,780	$ 10,904,962	$ (147,182)	-1.35%
Tenant Services	1,415,955	1,233,092	182,863	14.83%
Utilities	4,391,751	5,111,283	(719,532)	-14.08%
Maintenance	12,689,464	14,091,648	(1,402,184)	-9.95%
Protective Services	181,004	-	181,004	100.00%
General	4,670,331	3,846,802	823,529	21.41%
Housing Assistance Payments	65,785,339	65,837,555	(52,216)	-0.08%
Depreciation	6,076,447	5,903,395	173,052	2.93%
Total Expenses	$ 105,968,071	$ 106,928,737	$ (960,666)	-0.90%

Maintenance Expenses decreased $1,402,184 or 9.95% primarily due to decreases in maintenance contract costs. Maintenance costs decreased because several maintenance projects deferred in prior years due to COVID were completed during the fiscal year ended March 31, 2023, resulting in additional non-recurring costs of approximately $1,100,000 in FYE March 31, 2023..

General expense decreased by $1,388,701 (32.73%) as 2022 operations included an expense of for grant funds received and passed through to an affordable housing program.

Depreciation Expenses increased by $173,052 or 2.93%, primarily due to the depreciation of assets acquired in connection with the acquisition of the Webb Street Project.

Housing Assistance Payments remained consistent (decrease of $52,216 vs. 2023 expenditures).

Capital assets

Table 5 summarizes the Authority's capital assets:

	2024	2023	Var	% Var
Land	$ 5,932,271	$ 5,062,319	$ 869,952	17.18%
Building, Improvements & Equipment	224,417,203	218,624,810	5,792,393	2.65%
Construction in Progress	6,500,668	3,091,370	3,409,298	110.28%
Capital Assets	236,850,142	226,778,499	10,071,643	4.44%
Less: Accumulated Depreciation	(173,114,055)	(167,037,611)	(6,076,444)	3.64%
Net Capital Assets	$ 63,736,087	$ 59,740,888	$ 3,995,199	6.69%

Acquisitions are capitalized at cost and depreciated using the straight-line method of depreciation. The Authority purchased $5,792,393 of capital assets, primarily through its capital fund program (acquisitions of $3,409,298) and approximately $1,500,000 of improvements acquired through its Energy Performance Contract.

Additional information and details can be found In Note 7 to the Financial Statements.

Analysis of Debt Activity

Table 6

The Authority entered into a lease purchase agreement on November 23, 2010 for energy savings equipment expiring in November, 2025. The assets recorded under the capital lease totaled $8,500,000, and are included in capital assets on the Statements of Net Position. Under terms of the refinanced lease, monthly payments of $64,909.97 including interest at 2.2397% were due through November, 2025.

In July, 2022 the Authority entered a new capital lease agreement, borrowing an additional $10,182,138 under the capital lease agreement, resulting in a new capital lease obligation of $12,686,677. The assets are depreciated over the shorter of the lease term or the estimated useful life. (FDS Number: 351.020 Long Term Capital Projects Mortgage Revenue)

March 31, 2023	$	12,070,625
Current Year Borrowing		-
Current Year Debt Paid		925,178
March 31, 2024	$	11,145,447

In December of 2007, the Authority entered Into a Capital Fund leveraging pool. The New Jersey Housing and Mortgage Finance Agency issued tax exempt, twenty year Capital Fund Program Revenue Bonds totaling $18,585,000. The Authority's share amounted to $10,000,000 and this accrues interest between 4% and 5% and is payable semiannually, with principal on May 1st and November 1st. (FDS Number: 343.010 - CFFP "FDS Number: 351.010" Long" Term Debt CFFP)

March 31, 2023	$	3,295,000
Current Year Debt Paid		595,000
March 31, 2024	$	2,700,000

Mortgage loans assumed in connection with the acquisition of The Webb Street Apartment Project payable to the New Jersey Housing Mortgage Finance Agency (NJHMFA), Bayonne Community Bank and the City of Jersey

March 31, 2023	$	-
Loans Assumed Current Year		4,578,233.00
Current Year Debt Paid		-
March 31, 2024	$	4,578,233

Analysis of Debt Activity (continued)

Table 6 (continued)

Mortgage loan payable to the Department of Community Affairs of the State of New Jersey as part of the Balanced Housing Program in the original amount of $1,073,315 bearing no interest and maturing In September, 2022. (FDS Number: 351.020 - Long Term Capital Projects Mortgage Revenue)

March 31, 2023	$	1,073,315
Current Year Debt Paid		-
March 31, 2024	$	1,073,315

Mortgage loan payable to the Department of Community Affairs of the State of New Jersey from the Petroleum Overcharge Reimbursement Fund in the original amount of $283,860 bearing no interest and maturing in September, 2022. (FDS Number: 351.020 - Long Term Capital Projects Mortgage Revenue)

March 31, 2023	$	283,860
Current Year Debt Paid		-
March 31, 2024	$	283,860

Loan payable to the Community Preservation Corporation dated December 29, 2005 in the original amount of $1,750,000. Principal and Interest payments are due monthly at 2.836% maturing in March, 2036. (FDS Number: 351.020 - Long Term Capital Projects Mortgage Revenue+ FDS Number: 343.020 - Capital Projects/Mortgage Receivable)

March 31, 2023	$	1,046,548
Current Year Debt Paid		65,851
March 31, 2024	$	980,697

Mortgage loan payable to NJHMFA as part of the Balance Housing Program in an original amount of $422,00. The funds were loaned through the Affordable Housing Program. There is no interest or principal payments due, and the note matured in September 2022.

March 31, 2023	$	422,000
Current Year Debt Paid		-
March 31, 2024	$	422,000

Analysis of Debt Activity (continued)

Table 6 (continued)

The Authority entered into an agreement with the United States Department of Housing and Urban Development for the repayment of $8,230,428 in phase-down funding overpayments. The Authority is responsible to repay the amount over 30 years in equal annual installments of $550,000 (29 payments) and $255,427.00 (final). The repayment agreement Is Interest free, (FDS Number: 344 - Current Portion of Long-term Debt - Operating Borrowings + FDS Number: 352 - Long-term Debt, Net of Current Operating Borrowings). The Authority is currently delinquent in its repayments and HUD has demanded that the Authority bring the payment schedule to current status. As a result, payments of $2,475,000 are required during the year ended March 31, 2024

March 31, 2023	$ 6,580,428
Current Year Debt Paid	275,000
March 31, 2024	$ 6,305,428

Additional Information and details can be found in Note 8 to the Financial Statements.

Significant economic factors affecting the Authority are as follows:

- Federal funding of the US Department of Housing and Urban Development (HUD).
- Local Labor supply and demand, which can affect salary and wage rates.
- Local inflationary, recessionary and employment trends which can affect resident incomes and therefore, the amount of rental income.
- Inflationary pressure on utility rates, supplies, Insurance, healthcare, community safety and other costs.
- Regulations, licensing and/or insurance requirements that affect the cost of materials, supplies and services, such as mandated upgrades to meet building code requirements and employee safety practices that require special equipment, workforce training and/or modified work practices.

Request for Information

This financial report is designed to provide a general overview of the Authority's accountability for all those interested. If you should have additional questions regarding the financial information, you can contact our office in writing at the following address:

Jersey City Housing Authority
Attn: Arlyn Agustin, Chief Financial Officer
400 U.S. Highway #1 (Marlon Gardens)
Jersey City, New Jersey 07306

JERSEY CTY HOUSING AUTHORITY
Jersey City, New Jersey
COMPARATIVE STATEMENTS OF NET POSITION

ASSETS AND DEFERRED OUTFLOW OF RESOURCES

	March 31, 2024	March 31, 2023
CURRENT ASSETS		
Cash and Cash Equivalents - Unrestricted	$ 12,463,667	$ 8,075,406
Cash and Cash Equivalents - Restricted	15,539,211	12,198,788
Tenant Security Deposits	525,964	522,157
Accounts Receivable - Tenants (Net of Allowance for Doubtful Accounts of $1,298,406 and $539716, Respectively)	404,897	81,273
Accounts Receivable - HUD	1,506,084	-
Accounts Receivable - Other Government	228,566	262,423
Accounts Receivable Miscellaneous	131,642	8,384
Inventory (Net of Allowance for Obsolete Inventories of $151,336 and $42,657, Respectively)	700,616	711,748
Operating Lease Receivables - Current Portion	318,523	468,561
Prepaid Expenses and Other Current Assets	270,489	442,660
Total Current Assets	32,089,659	22,771,400
FIXED ASSETS, NET	63,736,087	59,740,888
OTHER ASSETS		
Right of Use Asset - Subscription Based Information Technology Arrangement, net of accumulated amortization of $431,304 and $0	1,417,143	-
Other Assets	753,353	719,906
Operating Lease Receivable - Noncurrent	1,101,922	1,434,802
Notes, Loans, & Mortgages Receivable - Non-Current	90,122,902	87,141,482
Deferred Outflow of Resources - Pension and OPEB	20,530,511	13,671,075
Total Assets and Deferred Outflow of Resources	$ 209,751,577	$ 185,479,553

LIABILITIES, DEFERRED INFLOW OF RESOURCES AND NET POSITION

CURRENT LIABILITIES		
Accounts Payable - Vendors	$ 3,870,274	$ 920,473
Accrued Payroll and Related Taxes	2,336,876	2,534,108
Accrued Interest Payable	95,641	122,585
Tenant Security Deposits	525,964	522,157
Deferred Revenue	5,971,092	2,804
Current Portion of LT Debt - Capital Projects	1,700,431	3,365,202
Current Portion of LT Debt - Operating Borrowings	2,475,000	275,000
Current Portion of Subscription Liability	319,253	-
Other Current Liabilities	15,595	310,973
Compensated Absences - Current Portion	225,551	297,564
Total Current Liabilities	17,535,677	8,350,866
Long Term Debt - Capital Projects	19,483,121	14,826,143
Long Term Debt - Operating Borrowings	3,830,428	6,305,427
Other Noncurrent Liabilities	523,786	463,356
Accrued Compensated Absences - Noncurrent	2,029,960	2,678,069
Subscription Liability, Net of Current Portion	1,016,379	-
Accrued Pension and OPEB Liabilities	63,568,317	61,716,274
Total Liabilities	107,987,668	94,340,135
Deferred Inflow of Resources - Operating Leases	1,263,680	1,704,141
Deferred Inflow of Resources - Pension and OPEB	32,672,318	31,854,575
Total Liabilities and Deferred Flow of Resources	141,923,666	127,898,851
NET POSITION		
Net Investment in Capital Assets	44,405,912	41,549,543
Restricted	98,968,642	99,150,375
Unrestricted	(75,546,643)	(83,119,216)
Total Net Position	$ 67,827,911	$ 57,580,702

See Notes to Financial Statements.

JERSEY CTY HOUSING AUTHORITY
Jersey City, New Jersey
COMPARATIVE STATEMENTS OF REVENUE, EXPENSES AND CHANGES IN NET POSITION

	For the Year Ended March 31, 2024	For the Year Ended March 31, 2023
OPERATING REVENUES		
Total Tenant Revenue	$ 11,569,292	$ 10,756,972
HUD and Other Operating Grants	91,203,904	82,585,497
Other	2,309,404	5,392,810
Total Operating Revenues	105,082,600	98,735,279
OPERATING EXPENSES		
Administration	10,757,780	10,904,962
Tenant Services	1,415,955	1,233,092
Utilities	4,391,751	5,111,283
Maintenance & Operations	12,689,464	14,091,648
Protective Services	181,004	-
General Expense	4,670,331	3,846,802
Housing Assistance Payments	65,785,339	65,837,555
Depreciation Expense	6,076,447	5,903,395
Total Operating Expenses	105,968,071	106,928,737
Excess of Operating Revenues Over Expenses	(885,471)	(8,193,458)
NON OPERATING REVENUES/(EXPENSES)		
Interest Income	21,762	28,476
Mortgage Interest Income	2,981,427	3,184,388
Gain on Sale of Assets	-	4,654
Special Items - Pension/OPEB Gain	4,189,644	3,927,893
Interest Expense	(655,051)	(537,749)
Total Non Operating Revenues and Expenses	6,537,782	6,607,662
Income/(Loss) Before Contributions and Transfers	5,652,311	(1,585,796)
Capital Grants	3,915,980	2,525,839
Increase/(Decrease) In Net Position	9,568,291	940,043
Beginning Net Position	57,580,702	56,670,873
Prior Period Adjustments	678,918	(30,214)
Ending Net Position	$ 67,827,911	$ 57,580,702

See Notes to Financial Statements.

JERSEY CTY HOUSING AUTHORITY
Jersey City, New Jersey
COMPARATIVE STATEMENTS OF CASH FLOWS

	For the Year Ended March 31, 2024	For the Year Ended March 31, 2023
CASH FLOWS FORM OPERATING ACTIVITIES		
Cash Received:		
From Tenants Revenues	$ 11,122,410	$ 10,846,630
From Government Agencies for Operating Grants	95,703,772	82,473,832
For Other Operating Revenues	2,309,404	5,436,480
Cash Paid:		
To Employees for Operations	(11,028,330)	(11,785,773)
To Suppliers for Operations	(20,892,149)	(23,549,243)
For Housing Assistance Payments	(65,785,339)	(65,837,555)
Net Cash Provided by Operating Activities	11,429,768	(2,415,629)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Interest Paid	(681,995)	(505,992)
Acquisition of Property and Equipment	(10,071,646)	(3,060,538)
Payments for Right of Use Asset	(81,511)	-
Payment for Retirement of Lease Obligations	-	4,654
Principal Received on Operating Lease Receivables	482,925	2,525,839
Capital Grants Received	3,915,980	
Cash Paid for Retirement of Debt	(1,861,029)	(1,793,238)
Net Cash Provided/(Used) by Capital and Related Financing Activities	(8,297,276)	(2,829,275)
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest Income	21,762	28,476
Cash Received from Long Term Borrowings	4,578,237	10,182,138
Net Cash Provided by Investing Activities	4,599,999	10,210,614
Net Increase/(Decrease) in Cash and Cash Equivalents	7,732,491	4,965,710
Cash and Equivalents at Beginning of Period	20,796,351	15,830,641
Cash and Equivalents at End of Period	$ 28,528,842	$ 20,796,351
Reconciliation of Operating Income/(Loss) to Net Cash Provided/(Used) by Operations		
Operating Income/(Loss)	$ (885,471)	$ (8,193,458)
Adjustments to Reconcile Operating Income/(Loss) to Net Cash Provided/(Used) by Operating Activities		
Depreciation	6,076,447	5,903,395
Net Changes in Deferred Outflows and Inflows	(6,482,154)	-
Decrease/(Increase) in Assets		
Accounts Receivable - Tenants	(323,624)	81,370
Accounts Receivable - HUD	(1,506,084)	40,012
Accounts Receivable Other Governments	33,857	(151,677)
Accounts Receivable - Miscellaneous	(123,258)	43,670
Inventory	11,132	(254,720)
Prepaid Expenses	172,171	159,832
Other Assets	(33,447)	(87,751)
Increase/(Decrease) in Liabilities		
Accounts Payable	2,949,801	284,681
Accrued Payroll and Related Taxes	(197,232)	1,033,962
Accrued Compensated Absences	(720,122)	(1,365,440)
Tenant Security Deposits	3,807	5,484
Deferred Revenue	5,968,288	2,804
Other Liabilities	(234,948)	(23,555)
Accrued Pension and OPEB Liabilities	6,720,605	105,762
Net Cash Provided by Operating Activities	$ 11,429,768	$ (2,415,629)

See Notes to Financial Statements.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Organization

The Jersey City Housing Authority (the "Authority") is a governmental, public corporation created under federal and state housing laws as defined by State statute (N.J.S.A. 4A: 12A-1, et. Seq., the "Housing Authority Act") for the purpose of engaging in the development, acquisition and administrative activities of the low-income housing program and other programs with similar objectives for low and moderate income families residing in the City of Jersey City (the "City"). The Authority is responsible for operating certain low-rent housing programs in the City under programs administered by the U.S. Department of Housing and Urban Development ("HUD"). These programs provide housing for eligible families under the United States Housing Act of 1937, as amended.

The Authority is governed by a board of commissioners which is essentially autonomous but is responsible to HUD and the State of New Jersey Department of Community Affairs. An executive director is appointed by the Authority's Board of Commissioners to manage the day-to-day operations of the Authority.

B. Basis of Accounting / Financial Statement Presentation

The Authority's financial statements are prepared in accordance with GASB 34, *Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments* ("GASB 34"), as amended. GASB 34 requires the basic financial statements to be prepared using the economic resources measurement focus and the accrual basis of accounting and requires the presentation of a Statement of Net Position, a Statement of Revenues, Expenses and Changes in Net Position and Statement of Cash Flows. GASB 34 also requires the Authority to include management's discussion and analysis as part of the Required Supplemental Information.

The Authority's primary source of non-exchange revenue relates to grants and subsidies. In accordance with GASB 33, *Accounting and Financial Reporting for Non-exchange Transactions,* ("GASB 33") grant and subsidy revenue are recognized at the time eligible program expenditures occur and/or the Authority has complied with the grant and subsidy requirements.

On January 30, 2008, HUD issued *PIH Notice 2008-9* which requires that unused housing assistance payments ("HAP") under proprietary fund reporting should be reported as restricted net position, with the associated cash and investments also being reported on HUD's Financial Data Schedule ("FDS") as restricted. Any unused administrative fees should be reported as unrestricted net position, with the associated assets being reported on the FDS as unrestricted.

Both administrative fee and HAP revenue continue to be recognized under the guidelines set forth in GASB 33. Accordingly, both the time and purpose restrictions as defined by GASB 33 are met when these funds are available and measurable, not when these funds are expended. The Housing Choice Vouchers program is no longer a cost reimbursement grant; therefore, the Authority recognizes unspent administrative fee and HAP revenue in the reporting period as revenue for financial statement reporting.

In May 2020, GASB issued Statement No. 96, Subscription-Based Information Technology Arrangements. The objective of this Statement is to provide guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (Governments) The Statement (1) defines a SBITA (2) establishes that a SBITA results in a right-to-use subscription asset – an intangible asset – and a corresponding subscription liability (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding an SBITA. The provisions of this statement have been implemented as further described in Note 9.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

B. Financial Statement Presentation / Basis of Accounting (continued)

In accordance with 2 CFR 200.305(b)(9), any investment income earned up to $500 on these funds may be retained by the Authority. Amounts in excess of $500 must be remitted annually to the Department of Health and Human Services, Payment Management System.

The Authority adopted GASB 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions* ("GASB 75"). GASB 75 established standards for measuring and recognizing liabilities, deferred outflows of resources, deferred inflows of resources, and expenditures associated with post-employment benefits other than pensions ("OPEB") of State and Local Governments. For defined benefit OPEB, GASB 75 identifies the methods and assumptions that should be used to project benefit payments, discount projected benefit payments to their actual present value, and attribute that present value to periods of employee service. In addition, GASB 75 details the recognition and disclosure requirements for employers with liabilities to a defined benefit OPEB plan and for employers whose employees are provided with defined contribution OPEB.

C. Reporting Entity

In accordance with GASB 61, *The Financial Reporting Entity Omnibus - An Amendment of GASB 14 and 32,* the Authority's basic financial statements include those of the Authority and any component units. Component units are legally separate organizations whose majority of officials is appointed by the primary government or the organization is fiscally dependent on the primary government and there is a potential for those organizations either to provide specific financial benefits to, or impose specific financial burdens on, the primary government. An organization has a financial benefit or burden relationship with the primary government if any one of the following conditions exist:

1. The primary government (Authority) is legally entitled to or can otherwise access the organization's resources.

2. The primary government is legally obligated or has otherwise assumed the obligation to finance the deficits of, or provide financial support to, the organization.

3. The primary government is obligated in some manner for the debt of the organization.

Based on the application of the above criteria, this report includes all programs and activities operated by the Authority. There were no additional entities required to be included in the reporting entity under these criteria in the current fiscal year. Furthermore, the Authority is not included in any other reporting entity on the basis of such criteria.

D. Description of Programs

Public and Indian Housing Program

The Public and Indian Housing program is designed to provide low-cost housing. Under this program, HUD provides funding via an annual contributions contract. These funds, combined with the rental income received from tenants, are available solely to meet the operating expenses of the program.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Section 8 Housing Choice Voucher

The Authority administers a program of rental assistance payments to private owners on behalf of eligible low-income families under Section 8 of the Housing and Urban Development Act of 1974. The program provides payments covering the difference between the maximum rent on a dwelling unit, as approved by HUD, and the amount of rent contribution by a participating family.

Mainstream Vouchers

The purpose of the Mainstream Vouchers program is to aid persons with disabilities (elderly and non-elderly) in obtaining decent, safe, and sanitary rental housing.

Public Housing Capital Fund Program

The purpose of the Capital Fund Program is to provide another source of funding to cover the cost of physical and management improvements and rehabilitation on existing low-income housing and improving the central office facilities. Funding for this program is provided by grants from HUD.

Resident Opportunity and Supportive Services Program / Service Coordinators ("ROSS")

The purpose of the ROSS Service Coordinator program is to provide funding to hire and maintain Service Coordinators who will assess the needs of residents of conventional Public Housing or Indian housing and coordinate available resources in the community to meet those needs. This program works to promote the development of local strategies to coordinate the use of assistance under the Public Housing program with public and private resources, for supportive services and resident empowerment activities. These services should enable participating families to increase earned income, reduce or eliminate the need for welfare assistance, make progress toward achieving economic independence and housing self-sufficiency, or, in the case of elderly or disabled residents, help improve living conditions and enable residents to age-in-place.

Family Self-Sufficiency Program ("FSS")

The purpose of the FSS program is to enables HUD-assisted families to increase their earned income and reduce their dependency on welfare assistance and rental subsidies.

Continuum of Care Program ("COC")

The COC program is designed to promote community-wide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and state and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Section 8 Moderate Rehabilitation Single Room Occupancy ("SRO")

Under the SRO program, HUD enters into annual contribution contracts with public housing authorities in connection with the moderate rehabilitation of residential properties. Public housing authorities make Section 8 rental assistance payments to participating landlords on behalf of homeless individuals who rent the rehabilitated dwellings. HUD provides rental assistance for a period up to ten (1D) years. Owners are compensated for the cost of rehabilitation as well as the other costs of maintaining the property, through rental assistance payments.

State and Local Programs

The Authority administers various grants from the state of New Jersey and the City of Jersey City. The activities of state and local grants are reported in this fund.

E. Use of Management Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates include the allowance for doubtful accounts, accrued expenses and other liabilities, depreciable lives of properties and equipment, and contingencies. Actual results could differ significantly from these estimates.

F. Cash and Cash Equivalents

New Jersey Authorities are required by N.J.S.A. 40A:5-14 to deposit public funds in a bank or trust company having its place of business in the State of New Jersey and organized under the laws of the United States or State of New Jersey or the New Jersey Cash Management Fund. N.J.S.A. 40A:5-15.1 provides a list of securities which may be purchased by New Jersey Authorities.

The Authority is required to deposit funds in public depositories protected from loss under the provisions of the Governmental Unit Deposit Protection Act ("GUDPA"). GUDPA was enacted in 1970 to protect governmental units from a loss of funds on deposit with a failed banking institution in New Jersey. N.J.S.A. 17:9-42 requires governmental units to deposit public funds only in public depositories located in New Jersey, when the funds are secured in accordance with the act.

HUD requires housing authorities to invest excess funds in obligations of the United States, Certificates of Deposit or any other federally insured investment.

HUD also requires that deposits be fully collateralized at all times. Acceptable collateralization includes FDIC insurance and the market value of securities purchased and pledged to the political subdivision. Pursuant to HUD restrictions, obligations of the United States are allowed as security for deposits. Obligations furnished as security must be held by the Authority or with an unaffiliated bank or trust company for the account of the Authority.

For the statement of cash flows, cash and cash equivalents include all cash balances and highly liquid investments with a maturity of three months or less at time of purchase. It is the Authority's policy to maintain collateralization in accordance with state and HUD requirements.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

G. Accounts Receivable, Net

Rents are due from tenants on the first day of each month. As a result, tenants' accounts receivable balances primarily consist of rents past due and vacated tenants. Also included in accounts receivable are those amounts that tenants owe the Authority as payment for committing fraud or misrepresentation. These charges usually consist of retroactive rent and other amounts that may be determined by a formal written agreement or by a court order. An allowance for doubtful accounts is established to provide for all accounts, which may not be collected in the future for any reason.

The Authority recognizes a receivable from HUD and other governmental agencies for amounts billed but not received and for amounts unbilled, but earned as of year-end.

H. Allowance for Doubtful Accounts

The Authority periodically reviews all accounts receivable to determine the amount, if any, that may be uncollectable. If it is determined that an account or accounts may be uncollectable, the Authority prepares an analysis of such accounts and records an appropriate allowance against such amounts.

I. Prepaid Expenses

Prepaid expenses represent amounts paid as of year-end that will benefit future operations.

J. Inventories

Inventories are valued at cost using the First in First out (FIFO) method. If inventory falls below cost due to damage, deterioration, or obsolescence, the Authority establishes an allowance for obsolete inventory. The Authority uses the consumption method for expense recognition and relies upon its periodic (annual) inventory for financial reporting purposes.

K. Capital Assets

Capital assets are stated at cost. Expenditures for repairs and maintenance are charged directly to expense as they are incurred. Expenditures determined to represent additions or betterments are capitalized. Depreciation is calculated using the straight-line method based on the estimated useful lives of the following asset groups:

• Building and Land Improvements	15 Years
• Infrastructure	15 Years
• Furniture and Equipment	3 - 7 Years

The Authority has established a capitalization threshold of $5,000.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

L. Impairment of Long Lived Assets

The Authority evaluates events or changes in circumstances affecting long-lived assets to determine whether an impairment of its assets has occurred. If the Authority determines that a capital asset is impaired, and that impairment is significant and other-than-temporary, then an impairment loss will be recorded in the Authority's financial statements. For the years ended March 31, 2024 and March 31, 2023, no impairment losses were recognized.

M. Notes Receivable

The Authority has utilized development funds in accordance with HUD guidelines to assist in the construction and redevelopment of numerous public housing developments through the issuance of mortgage notes. When preparing financial statements in accordance with generally accepted accounting principles, management is required to make estimates as to the collectability of such mortgage notes. When estimating collectability, management analyzes the value of the underlying mortgaged property, the property's ability to generate positive cash flow, and current economic trends and conditions. Management utilizes these estimates and judgments in connection with establishing an allowance for uncollectable amounts during an accounting period.

N. Prepaid Tenant Rent

Prepaid tenant rent consist of rent payments made by tenants that apply to future periods.

O. Compensated Absences

Compensated absences are those absences for which employees will be paid, such as vacation and sick leave computed in accordance with GASB Standards. A liability for compensated absences that is attributable to services already rendered and that are not contingent on a specific event that is outside the control of the Authority and its employees, is accrued as employees earn the rights to the benefits. Compensated absences that relate to future services or that are contingent on a specific event that is outside the control of the Authority and its employees are accounted for in the period in which such services are rendered or in which such events take place.

P. Operating Revenues and Expenses

The Authority defines its operating revenues as income derived from charges to residents and others for services provided as well as government subsidies and grants used for operating purposes. Operating expenses are costs incurred in the operation of its program activities to provide services to residents and others. The Authority classifies all other revenues and expenses as non-operating.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Q. Taxes

The Authority is a body corporate and politic as defined in NJSA 40A:12A-17, and as such, under New Jersey law, is exempt from real estate, sales and income taxes. Pursuant to its Cooperation Agreement with the City of Jersey City, the Authority and the City may agree that the Authority make payments in lieu of taxes (PILOT) up to the equivalent of ten percent of net shelter rents as defined in the current Cooperation Agreement.

R. Deferred Outflows / Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources until that time. In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources until that time.

S. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the State of New Jersey, Public Employees Retirement System ("PERS") and additions to/deductions from PERS's fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

T. Equity Classifications

Equity is classified as net position and displayed in three components:

Net investment in capital assets - Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction or improvement of those assets.

Restricted net position - Consists of resources with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation.

Unrestricted net position - All other resources that do not meet the definition of "restricted" or "net investment in capital assets."

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

U. Economic Dependency

The Section 8 Housing Choice Vouchers and Public and Indian Housing programs of the Authority are economically dependent on operating grants and subsidies from HUD. The programs operate at a loss prior to receiving subsidies.

V. Budgets and Budgetary Accounting

The Authority adopts annual, appropriated operating budgets for all its programs receiving federal expenditure awards. All budgets are prepared on a HUD basis, which is materially consistent with GAAP. The Authority is also required to adopt and submit annually to the State of New Jersey, Department of Community Affairs, an Authority wide budget sixty (60) days prior to the start of the Authority's fiscal year.

NOTE 2. CASH ON DEPOSIT

As of March 31, 2024 and March 31, 2023 the Authority had funds on deposit in checking accounts.

All bank deposits as of the statement of net position date are entirely insured or collateralized by a collateral pool maintained by public depositories. As of March 31, 2024, the carrying amount of the Authority's cash (on deposit) was $28,528,842 and the bank balances were $28,535,850. Cash and cash equivalents consist of the following:

Cash Category	Amount at March 31, 2024	Amount at March 31, 2023
Operations	$12,463,667	$ 8,075,406
Tenant Security Deposits	525,964	522,157
Restricted	15,539,211	12,198,788
TOTAL CASH	$28,528,842	$ 20,796,351

Of the bank balances, $750,000 was covered by federal depository insurance and the remaining $27,603,850 was collateralized with the pledging financial institution as of March 31, 2024.

Custodial credit risk is the risk that, in the event of a bank failure, the government's deposits may not be returned to it. As of March 31, 2024, the Authority's bank balances were not exposed to custodial credit risk.

NOTE 3. ACCOUNTS RECEIVABLE, NET

Accounts receivable, net consists of the following at March 31, 2024 and March 31, 2023:

Description	March 31, 2024	March 31, 2023
Accounts receivable – HUD	$ 1,506,084	$ -0-
Accounts receivable - tenants, net	404,987	81,273
Accounts receivable - other govt.	228,566	262,423
Accounts receivable – miscellaneous	131,642	8,384
TOTAL	$ 2,271,279	$ 352,080

Accounts receivable - HUD

Accounts receivable - HUD represents amounts due to the Authority for amounts expended under grant agreements that have not yet been reimbursed. At March 31, 2024, accounts receivable HUD includes $1,086,745 of housing assistance payments not yet reimbursed under the housing choice voucher program and $419,339 of reimbursable expenses within the Residential Opportunity and Supportive Services and Continuum of Care programs.

Accounts receivable - tenants

Accounts receivable - tenants represents amounts due for tenant rents. Accounts receivable at March 31, 2024 and March 31, 2023 are shown net of an allowance for doubtful accounts of $1,298,406 and $539,716, respectively.

Accounts receivable - other government

Accounts receivable - other government consists of amounts that are due from various Grants that were awarded by the City of Jersey City.

Accounts receivable - miscellaneous

Accounts receivable - miscellaneous consists of amounts owed to the Authority from the County of Hudson and Hope VI fees owed from tax credit properties.

NOTE 4. INVENTORIES

Inventories consist of materials and supplies and fuel which are valued at its lower of cost or market using the first-in first-out method. At March 31, 2024 and 2023 an allowance for obsolescence of $151,336 and $42,657 was provided, respectively.

NOTE 5. NOTES RECEIVABLE

The Authority has utilized Hope VI and other development funds in accordance with HUD guidelines to assist the construction of numerous public housing developments through the issuance of mortgage loans. Outstanding notes receivable as of March 31, 2024 consisted of the following:

Description	Amount
The Authority issued a second mortgage loan receivable to A. Harry Moore Phase I Associates, LLC in the original amount of $2,961,966. Interest accrues at 6% annually whereby principal and interest are due in 40 years (2046). The mortgage is secured by the rental property. Amounts owed under the mortgage at March 31, 2024 include $4,104,869 of accrued interest.	$ 7,066,835
The Authority issued 3rd, 4th and 5th mortgage loans to A. Harry Moore Phase II Associates, L.L.C. in the original amount of $4,359,202. The 3rd and 4th mortgage loans accrue interest at 6.25% annually. The 5th mortgage loan is interest free. Principal and interest on the mortgages are due in forty years (2046 - 2048) The mortgages are secured by the rental property. Amounts owed under the mortgages at March 31, 2024 include $6,001,831 of accrued interest.	10,361,033
The Authority has a second mortgage loan receivable from Lafayette Family Phase III Urban Renewal Associates, LP in the original amount of $6,603,606. Interest accrues at 4.387% annually whereby amounts are paid from project cash flow. Principal and interest are due on December 31, 2049. The mortgage is secured by the rental property. Amounts owed under the mortgage at March 31, 2024 include $5,310,524 of accrued interest. Principal and interest are due on December 31, 2049.	11,914,137
The Authority issued two loans to Lafayette Community Limited Partnership in the original amount of $9,982,037 and $163,192, respectively. The loans bore interest at an annual rate of 7% until September 1, 2002 and thereafter bears no interest. The loan matures on September 6, 2057 and is secured by the rental property.	10,145,229
The Authority issued a second mortgage loan receivable to Lafayette Family Phase II Urban Renewal Associates, L.P. in the original amount of $5,001,149. Interest accrues at 4.83% annually whereby amounts are paid from project cash flow. Principal and interest are due in April, 2047. The mortgage is secured by the rental property. Amounts owed under the mortgage at March 31, 2024 include $6,992,491 of accrued interest	11,993,640
The Authority issued 2nd, 3rd, 4th and 5th mortgage loans to Dwight Street Urban Renewal Associates, L.P. in the original amount of $4,162,337. The 2nd and 3rd mortgage loans accrue interest at 4.5% per annum and are due in February, 2049. The 4th and 5th mortgage loans are non-interest bearing and are due in July, 2050. The mortgages are secured by rental property. Amounts owed under the mortgages at March 31, 2024 include $3,099,469 of accrued interest.	7,261,806

NOTE 5. NOTES RECEIVABLE (continued)

Description	Amount
The Authority issued 3rd, 4th, 5th and 6th mortgage loans to Lafayette Senior Living Center, L.P. in the original amount of $1,409,681. The 4th and 5th mortgage loans accrue interest at 4.68% annually. The 3rd and 6th mortgage loans are interest free. Principal and interest on the mortgages are due on May 30, 2048. The mortgages are secured by the rental property. Amounts owed under the mortgages at March 31, 2024 include $443,696 of accrued interest.	1,853,377
The Authority issued three loans to Lafayette Family Urban Renewal Associates, L.P. in the original amount of $6,099,341. The loans accrue interest at rates of 0%, 1% and 5.02% annually and are payable out of available cash flow. The loans mature at various periods between 2047 and 2052 and are secured by the rental property. Amounts owed under the mortgages at March 31, 2024 include $5,900,644 of accrued interest	12,499,388
The Authority has a mortgage loan receivable in the amount of $3,337,170 from AHM Housing Urban Renewal Associates, LLC. Interest accrued at 5.715% through completion of the project and is interest free subsequent to the completion date. Principal and interest are due on October 28, 2060. The mortgage is secured by the underlying property	3,337,170
The Authority made a $400,000 HOME loan to AHM Housing Urban Renewal Associates LLC. The loan bears no interest and payments are only due from available cash flow. The outstanding loan matures on October 28, 2060.	400,000
HOPE VI mortgage loan receivable from Glennview Townhouses Urban, Renewal Associates, LP. in the original amount of $5,000,000. Interest accrues at 4.5% and the loan matures January 1, 2051. Amounts owed under the mortgage at March 31, 2024 include $3,822,896 of accrued interest	8,822,896
Mortgage loan receivable from Glennview Townhouses II Urban Renewal Associates, LP in the original amount of $1,541,099. The loan bears interest at 1%, compounded annually and matures December 1, 2064. Amounts owed under the mortgage at March 31, 2024 include $144,957 of accrued interest.	1,686,056
The Authority has two mortgage loans receivable from Montgomery Senior Living Center Urban Renewal Associates, LP in the amounts of $400,000 and $176,350, respectively. Interest accrues at 1% per annum and the loans mature on October 1, 2064. Amounts owed under the mortgage at March 31, 2024 include $56,614 of accrued interest.	632,964
The Authority has two mortgage loans receivable from AHM Housing Urban Renewal Associates IV, LLC in the amount of $33,022 and $307,028, respectively. Interest accrues at 1% per annum and the loans mature on December 1, 2064. Amounts owed under the mortgages at March 31, 2024 include $10,329 of accrued interest.	348,371
The Authority has commited a mortgage loan from the Jersey City Affordable Housing Trust Fund to Montgomery - Phase I construction in the amount of $1,800,000 with no interest to be accrued. The loan is secured by a mortgage on the underlying property.	1,800,000
TOTAL NOTES RECEIVABLE	$ 90,122,902

None of the notes receivable are due within one year.

NOTE 6. RESTRICTED DEPOSITS

Restricted deposits consist of the following at March 31, 2024 and March 31, 2023:

Cash Category	March 31, 2024	March 31, 2023
State Leveraging Fund	$ 9,401	$ 11,340
Housing Choice Voucher Program Funds	5,748,100	1,116,457
Family Self Sufficiency ("FSS") Program escrows	759,174	573,651
Emergency Rental Assistance Program funds	-0-	348,729
Webb Apartment Project Reserves	186,181	4,591
Bergen Avenue Project Reserves	645,497	641,220
Arlington Gardens Project Reserves	447,107	400,188
Unspent EPC loan funds	7,743,751	9,102,612
TOTAL RESTRICTED CASH	$ 15,539,211	$ 12,198,788

State leveraging funds are held in trust at Wells Fargo Bank as a reserve for debt service.

Tenant security deposits represent amounts held by the Authority on behalf of tenants participating in the Public and Indian Housing Program.

Housing Choice Voucher Program Funds at March 31, 2024 represent April 2024 subsidies advanced to the housing authority in March 2024

Family Self-Sufficiency (FSS) program escrows are restricted for use by FSS program participants within the Low Rent Public Housing and Section 8 Housing Choice Vouchers Programs.

Bergen Avenue project reserves are controlled by the New Jersey Housing Mortgage Finance Agency for certain capital and other project expenditures within 254 Bergen Avenue.

Arlington Gardens project reserves are held in a separate bank account for certain capital and other project expenditures.

Webb Apartment project reserves are held in a separate bank account for certain capital and other project expenditures.

Unspent funds borrowed under HUD's Energy Performance Contract Program are held in a restricted account until such time as the funds are expended to purchase energy efficient equipment at the housing authority's public housing developments.

NOTE 7. CAPITAL ASSETS, NET

A summary of the changes in capital assets during the years ended March 31, 2024, and March 31, 2023, is as follows:

	Balances at March 31,2023	Additions	Dispositions	Transfers	Balances at March 31,2024
Non-depreciable capital assets:					
Land	$ 5,062,319	$ 869,952	$ -		$ 5,932,271
Construction in progress	3,091,370	3,409,298	-		6,500,668
Total	8,153,689	4,279,250	-	-	12,432,939
Depreciable capital assets:					
Buildings	210,899,118	5,191,985	-	-	216,091,103
Dwelling equipment	7,725,692	600,408	-	-	8,326,100
Total	218,624,810	5,792,393	-	-	224,417,203
Total capital assets	226,778,499	10,071,643	-	-	236,850,142
Less: accumulated depreciatic	(167,037,611)	(6,076,444)	-	3	(173,114,052)
Net capital assets	$ 59,740,888	$ 3,995,199	$ -	$ 3	$ 63,736,090

	Balances at March 31,2022	Additions	Dispositions	Transfers	Balances at March 31,2023
Non-depreciable capital assets:					
Land	$ 5,062,319	$ -	$ -		$ 5,062,319
Construction in progress	4,605,354	1,976,650	-	(3,490,634)	3,091,370
Total	9,667,673	1,976,650	-	(3,490,634)	8,153,689
Depreciable capital assets:					
Buildings	208,350,317	1,083,888	-	1,464,913	210,899,118
Dwelling equipment	5,699,971	-	-	2,025,721	7,725,692
Total	214,050,288	1,083,888	-	3,490,634	218,624,810
Total capital assets	223,717,961	3,060,538	-	-	226,778,499
Less: accumulated depreciatic	(161,134,216)	(5,903,395)	-		(167,037,611)
Net capital assets	$ 62,583,745	$ (2,842,857)	$ -	$ -	$ 59,740,888

Depreciation expense for the fiscal year ended March 31, 2024 and March 31, 2023 totaled $6,076,444 and $5,903,395, respectively.

NOTE 8. NON-CURRENT LIABILITIES

During 2007, the Authority entered into a Capital Fund leveraging pool. The New Jersey Housing and Mortgage Finance Agency ("NJHMFA") issued tax exempt, twenty year Capital Fund Program Revenue Bonds totaling $18,585,0013. The Authority's share of funds from the bond issue pool amounted to $10,000,000. Interest accrues at rates between 4% and 5% and is payable semi-annually on May 1st and November 1st. Repayment of the funds is paid solely from Capital Fund allocations received by the Authority from HUD. The bonds are secured by future capital fund grant allocations and mature in November, 2027	2,700,000
Mortgage loan payable to NJHMFA as part of the Balance Housing Program in an original amount of $422,00. The funds were loaned through the Affordable Housing Program. There is no interest or principal payments due, and the note matured in September 2022.	422,000
Mortgage loan payable to the Department of Community Affairs of the State of New Jersey as part of the Balanced Housing Program in the original amount of $1,073,315. The loan is interest free and matured in September, 2022 and is secured by a second mortgage on the property at 254 Bergen Avenue.	1,073,315
Mortgage loan payable to the Department of Community Affairs of the State of New Jersey from the Petroleum Overcharge Reimbursement Fund in the original amount of $283,860. The loan is interest free, matured in September 2022 and is secured by a third mortgage on the property at 254 Bergen Avenue.	283,860
Loan payable to the Community Preservation Corporation dated December 29, 2005 in the original amount of $1,750,000 for the acquisition of the Arlington Gardens property. Principal and interest payments are due monthly in the amount of $8,607 including interest at 2.836%. The loan matures in March 2036 and is secured by the property located at 301-305 Randolph Avenue.	980,697
The Authority has an agreement with HUD for the repayment of $8,230,428 in phase-down funding overpayments. The Authority is responsible to repay the amount over 30 years in equal annual installments of $275,000. The repayment agreement is interest free, unsecured and matures in 2047.	6,305,428
Second mortgage payable to NJHMFA HOME Express Program in the amount of $1,844,871, assumed by the Authority in connection with the acquisition of Webb Apartments. The loan bears interest at 1% compounded annually and requires annual payments of 50% of project cash flow, as defined. Final payment is due in May 2039. The loan is secured by a second mortgage on substantially all of the assets of Webb Apartment Project	2,486,320
Third mortgage payable to the City of Jersey City in the amount of $1,510,000 (HOME Loan), assumed by the Authority in connection with the acquisition of Webb Apartments. The loan bears interest at the long term AFR of at 4.11% compounded annually. All unpaid principal and accrued interest are due and payable on maturity in April 2037. The loan is secured by a third mortgage on substantially all of the assets of Webb Apartment Project	1,510,000

NOTE 8. NON-CURRENT LIABILITIES (continued)

Affordable Housing Program (AHP) fourth mortgage note with Bayonne Community Bank, assumed by the connection with the acquisition with the acquisition of Webb Apartnents.in the amount of $350,000. The loan is non-interest bearing and requires no monthly payments as long as the project complies with all material terms and conditions of the note through maturity. All outstanding principal shall be due in April 2024.	350,000
First mortgage note I payable to NJHMFA in the original amount of $118,477, assumed in connection with the acquisition of the Webb Apartment Project. The loan requires monthly principal and interest payments of $849, with interest at 7.75% per annum. Effective May 2020 a forbearance was issued on the loan and no principal or interest were made until 2021 when payments resumed. Final payment will be due in February 2040. The loan is secured by a first mortgage on substantially all of the rights of the Webb Apartments Project.	92,746
First mortgage note II payable to NJHMFA in the original amount of $421,759, assumed in connection with the acquisition of the Webb Apartment Project. The loan requires monthly principal and interest payments of $2,778, with interest at 6.90% per annum. Effective May 2020 a forbearance was issued on the loan and no principal or interest were made until February 2021. Effective February 1, 2021, the mortgage was amended to require monthly principal and interest payments of $770.88 on $98,000 of the loan balance. The remainder of the loan balance ($260,949) will be payable at mortgage maturity. The final balloon payment will be due in February 2040. The loan is secured by a first mortgage on substantially all of the rights of the Webb Apartments Project.	89,320
First mortgage note III payable to NJHMFA in the original amount of $65,470, assumed in connection with the acquisition of the Webb Apartment Project. The loan requires monthly principal and interest payments of $425, with interest at 6.75% per annum. Effective May 2020 a forbearance was issued on the loan and no principal or interest were made until February 2021. The remainder of the loan balance ($260,949) will be payable at mortgage maturity. The final balloon payment will be due in February 2040. The loan is secured by a first mortgage on substantially all of the rights of the Webb Apartments Project.	49,487
Total Non-Current Liabilities	$16,343,533
Less: Current Portion	(3,171,205)
Bonds and Loans Payable Excluding Current Portion	$13,172,328

NOTE 8. NON-CURRENT LIABILITIES (continued)

CAPITAL LEASE

Description

The Authority entered into a lease purchase agreement on November 23, 2010 for energy savings equipment expiring in November, 2025. The assets recorded under the capital lease totaled $8,500,000, and are included in capital assets on the Statement of Net Position. Under the terms of the capital lease, monthly payments of $64,910 including interest at 2.2397% were due through November, 2025.

In July 2022, the Authority entered a new capital lease agreement, for an additional $10,182,138 and added the outstanding balance under the original capital lease agreement of $2,504,539 to the new capital lease, resulting in a new capitalized lease obligation of $12,686,677. Of the $10,182,138 borrowed during the fiscal year ended March 31, 2024, $1,083,947 was expended to make energy efficient improvements to the authority' properties. Those improvements are being depreciated over their estimated useful life of fifteen years. As of March 31, 2024, accumulated depreciation of $72,263 has been recorded. The unspent balance of the loan proceeds and interest earned thereon is included in restricted cash since the funds can be used only to purchase additional energy efficient equipment per the authority's contract with HUD. Under the terms of the new capital lease, monthly payments of $114,937 including interest at 3.982% are due through December, 2032.

The assets purchased under the agreement are depreciated over their estimated useful life of fifteen years.

Total Capital Lease Payable	$ 11,145,447
Less: current portion	1,004,226
Capital lease, excluding current portion	$10,141,221

Annual debt service for principal and interest on all outstanding debt over the next five years and in five-year increments thereafter is as follows:

Year	Principal	Interest
2025	$ 4,175,431	$ 667,304
2026	4,150,767	576,009
2027	2,494,797	484,543
2028	2,593,563	412,686
2029	1,942,920	324,576
2030-2034	7,226,932	513,692
2035-2039	4,883,832	40,946
2040-2044	20,840	0
	$ 27,489,083	$ 3,019,750

NOTE 8. NON-CURRENT LIABILITIES (continued)

Long-term debt activity for the year ended March 31, 2024 and March 31, 2023 consisted of the following:

Description	March 31, 2023	Increases	Decreases	March 31, 2024	Due in One Year
Bonds and Loans	$ 12,701.777	$ 5,057,783	- $ (968,580)	$16,790,980	$ 3,171,205
Capital Lease	12,070,625	-	(925,178)	11,145,447	1,451,673
Compensated Abs.	2,973,633	-	(718,122)	2,255,511	225,551
Pension Liability	18,551,311	-	(1,666,035)	16,684,586	-
OPEB Liability	43,164,963	3,518,078	-	46,683,041	-
Other	463,356	1,076,809	-	1,540,165	
TOTAL	$89,927,065	$ 9,652,670	$(4,277,915)	$95,300,420	$ 4,848,429

Description	March 31, 2022	Increases	Decreases	March 31, 2023	Due in One Year
Bonds and Loans	$ 13,221,191	$ -	$ (941,930)	$12,701,777	$ 2,715,024
Capital Lease	2,739,681	10,182,138	(851,194)	12,070,625	9255,178
Compensated Abs.	3,904,966	-	(931,333)	2,973,633	297,564
Pension Liability	15,368622	3,182,989	-	18,551,311	-
OPEB Liability	48,091,096	-	(4,926,133)	43,164,963	-
Other	616,907	-	(153,551)	463,356	
TOTAL	$83,966,163	$13,365,127	$(7,804,141)	$89,927,065	$ 3,937,766

In September 2022, two loans payable to New Jersey Department of Community Affairs (DCA) in the amounts of $1,073,315 and $283,360 matured and are payable in full without interest. DCA is holding escrow deposits of $641,220 pertaining to these loans that the Authority has requested DCA to offset against the loan balances. The Authority has not yet recei8ved a response to this request. The loans are included in current portion of long-term debt until this issue i9s resolved

The Authority also has a loan payable to New Jersey HMFA as part of the Balance Housing Program in an original amount of $422,00 that were loaned through the Affordable Housing Program. The Authority believes that this amount is forgivable based on the terns of the original agreement. However, since the Authority has not yet received confirmation that the loan will be forgiven and be treated as a grant by New Jersey HMFA, the amount is included in the current portion of long-term debt pending resolution of the matter.

NOTE 9. PENSION PLAN

A. Plan Description

The State of New Jersey, Public Employees Retirement System (PERS) is a cost-sharing multiple employer defined benefit pension plan administered by the State of New Jersey, Division of Pensions and Benefits (the Division). For additional information about PERS, please refer to the Division's Comprehensive Annual Financial Report (CAFR), which can be found at www.state.nj.us /treasury/pensions /annrprts.shtml.

B. Benefits

The vesting and benefit provisions are set by N.J.S.A. 43:15A. PERS provides retirement, death and disability benefits. All benefits vest after ten years of service, except for medical benefits, which vest after 25 years of service or under the disability provisions of PERS. The following represents the membership tiers for PERS:

1. Members who were enrolled prior to July 1, 2007
2. Members who were eligible to enroll on or after July 1, 2007 and prior to November 2, 2008
3. Members who were eligible to enroll on or after November 2, 2008 and prior to May 22, 2010
4. Members eligible to enroll on or after May 22, 2010 and prior to June 28, 2011
5. Members who were eligible to enroll on or after June 28, 2011

Service retirement benefits of 1/55th of final average salary for each year of service credit is available to tier 1 and 2 members upon reaching age 60 and to tier 3 members upon reaching age 62. Service retirement benefits of 1/60th of final average salary for each year of service credit is available to tier 4 members upon reaching age 62 and tier 5 members upon reaching age 65. Early retirement benefits are available to tiers one and two before reaching age 60, tiers 3 and 4 before age 62 with 25 years or more of service credit and tier 5 with 30 or more years of service credit before age 65. Benefits are reduced by a fraction of a percent for each month a member retires prior to the age at which a member can receive an unreduced benefit from age 55 to age 60 if they have at least 25 years of service. Deferred retirement is available to members who have at least 10 years of service credit and have not reached the service retirement age for the respective tier.

C. Contributions

The contribution policy for PERS is set by N.J.S.A. 15A and requires contributions by all active members and contributing employers. State legislation has modified the amount that is contributed by the State. The State's pension contribution is based on an actuarially determined amount which includes the employer portion of the normal cost and an amortization of the unfunded accrued liability. Funding for noncontributory group insurance benefits is based on actual claims paid.

The local employers' contribution amounts are based on the actuarially determined rate which includes the normal cost and unfunded accrued liability. Chapter 19, P.L. 2009 provided an option for local employers of PERS to contribute 50% of the normal and accrued liability contribution amounts certified for payments due in State fiscal year 2009. Such employers will be credited with full payment and any such amounts will not be included in their unfunded liability. The actuaries will determine the unfunded liability of those retirement systems, by employer, for the reduced normal and accrued liability contributions provided under this law. This unfunded liability will be paid by the employer in level annual payments over a period of 15 years beginning with the payments due in the fiscal year ended June 30, 2012 and will be adjusted by the rate of return on the actuarial value of the assets.

NOTE 9. PENSION PLAN (continued)

Contributions (continued) Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At March 31, 2024 and 2023, the Authority reported a liability of $16,684,586 and $15,368,321 respectively for its proportionate share of the net pension liability. The net pension liability was measured as of July 1, 2022, and rolled forward to June 30, 2023.

For the year ended March 31, 2024, and 2023, the Authority recognized Pension benefits of $597,397 and $1,845,034 respectively. The Authority's allocation percentages as of March 31, 2024 and 2023, were 0.01152% and 0.01297% respectively.

The components of the Authority's net pension liability as of March 31, 2024 and 2023 are as follows:

	2024	2023
Total Pension Liability	$ 48,247,218	$52,194,156
Less: Plan Fiduciary Net Position	(31,562,632)	(36,825,835)
Net Pension Liability	$ 16,684,586	$15,368,321

At March 31, 2024 and 2023, the Authority reported deferred outflows of resources and deferred inflows of resources from the following sources.

	2024 Deferred Outflows of Resources	2024 Deferred Inflows of Resources	2023 Deferred Outflows of Resources	2023 Deferred Inflows of Resources
Changes of assumptions	$ 36,653	$1,011,157	$ 80,038	$ 5,471,222
Differences between expected and actual experience	159,526	68,201	242,378	110,018
Net differences between projected and actual earnings on plan investments	76,835	-	-	4,048,420
Changes in proportion	221,448	2,123,499	762,650	597,298
TOTAL	$ 494,462	$3,202,857	$1,085,066	$10,226,958

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending June 30:	
2024	$ (5,318,932)
2025	(4,356,540)
2026	(2,356,813)
2027	(1,104,791)
2028	(2,230,068)
Thereafter	(2,389,974)
Total	$ (15,367,143)

NOTE 9. PENSION PLAN (continued)

C. Actuarial Assumptions

The collective total pension liability for the June 30, 2023 measurement date was determined by an actuarial valuation as of July 1, 2022, which was rolled forward to June 30, 2023. This actuarial valuation is based on the following assumptions:

Inflation Rate:	
Price	2.75%
Wage	3.25%
Salary Increases:	2.75 - 6.55% based on years of service
Investment Rate of Return	7.00%

Preretirement mortality rates were based on the Pub-2010 General Below-Median Income Employee mortality table with an 82.2% adjustment for males and 101.4% adjustment for females and with future improvement from the base year of 2010 on a generational basis. Post-retirement mortality rates were based on the Pub-2010 General Below-Median Income Healthy Retiree mortality table with a 91.4% adjustment for males and 99.7% adjustment for females, and with future improvement from the base year of 2010 on a generational basis. Disability retirement rates used to value disabled retirees were based on the Pub-2010 Non-Safety Disabled Retiree mortality table with a 127.7% adjustment for males and 117.2% adjustment for females, and with future improvement from the bases year of 2010 on a generational basis. Mortality improvement is based on Scale MP-2021.

The actuarial assumptions used in the July 1, 2022, valuation were based on the results of an actuarial experience study for the period July 1, 2018 to June 30, 2022.

D. Long-Term Expected Rate of Return

In accordance with State statute, the long term expected rate of return on plan investments (7.0% at June 30, 2023) is determined by the State Treasurer, after consultation with the Directors of the Division of Investment and Division of Pensions and Benefits, the board of trustees and the actuaries. The long term expected rate of return was determined using a building block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

NOTE 9. PENSION PLAN (continued)

Best estimates of arithmetic rates of return for each major asset class included in the PERS's target asset allocation as of June 30, 2023, are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
U.S Equity	28.00%	8.98%
Non-US Developed Markets Equity	12.75%	9.22%
International Small Cap Entry	1.25%	9.22%
Emerging Markets Equity	5.50%	11.13%
Private Equity	13.00%	12.50%
Real Estate	8.00%	8.58%
Real Assets	3.00%	8.40%
High Yield	4.50%	6.97%
Private Credit	8.00%	9.20%
Investment Grade Credit	7.00%	5.19%
Cash Equivalents	2.00%	3.31%
U.S Treasureis	4.00%	3.31%
Risk Mitigation Strategies	3.00%	6.21%

E. Long-Term Expected Rate of Return

Discount Rate - The discount rate used to measure the total pension liability was 7.00% as of June 30, 2023. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers and the non-employer contributing entity will be based on 100% of the actuarially determined contributions for the State employer and 100% of actuarially determined contributions for the local employers. Based on those assumptions, the plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all projected benefit payments to determine the total pension liability.

F. Sensitivity of the Authority's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the Authority as of June 30, 2023 and 2022, calculated using the discount rate as disclosed above as well as what the collective net pension liability would be if it was calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

At 1% Decrease (6.00%)	At Current Discount Rate (7.00%)	At 1% Increase 8.00%
$ 21,986,055	$ 16,684,586	$ 12,550,975

At 1% Decrease (6.00%)	At Current Discount Rate (7.00%)	At 1% Increase 8.00%
$ 21,151,635	$ 15,368,321	$ 10,763,216

NOTE 10. OTHER POST EMPLOYMENT BENEFITS (OPEB)

A. Plan Description

The Authority administers a cost sharing multiple employer-defined benefit postemployment health care benefit (OPEB) plan. The Authority was required to adopt a resolution to participate in the Plan. Coverage under the plan is available to employee spouses and benefits may continue to surviving spouses. For additional information about the plan, please refer to the State of New Jersey (the State), Division of Pension and Benefits' (the Division) Comprehensive Annual Financial Report (CAFR), which can be found at:

https://www.state.nj.us/treasury/pensions/financial-reports.shtml.

B. Benefits Provided

The plan provides medical and prescription drug to retirees and their covered dependents of the participating employers. Under Chapter 88, local employers elect to provide benefit coverage based on the eligibility rules and regulations promulgated by the State Health Benefits Commission. Chapter 48 allows local employers to establish their own age and service eligibility for employer paid health benefits coverage for retired employees. Under Chapter 48, the employer may assume the cost of postretirement medical coverage for employees and their dependents who: 1) retired on a disability pension; or 2) retired with 25 or more years of services credit in a State of locally administered retirement system and a period of service of up to 25 years with the employer at the time of retirement as established by the employer; or 3) retired and reached the age of 65 with 25 or more years of service credit in a State or locally administered retirement system and a period of service of up to 25 years with the employer at the time of retirement as established by the employer; or 4) retired and reached age 62 with at least 15 years of service with the employer. Further, the law provides that the employer paid obligations for retiree coverage may be determined by means of a collective negotiations agreement.

Pursuant to Chapter 78, P.L., 2011, future retirees eligible for postretirement medical coverage who have less than 20 years of creditable service on June 28, 2011 will be required to pay a percentage of the cost of their health care coverage in retirement provided they retire with 25 or more years of pension service credit. The percentage of the premium for which the retiree will be responsible will be determined based on the retiree's annual retirement benefit and level of coverage.

C. Basis of Presentation

GASB Statement No. 75 requires the Authority to recognize its proportionate share of the net OPEB liability, collective deferred outflows of resources, collective deferred inflows of resources and collective OPEB expense.

D. Net OPEB Liability

The Authority's other post-employment benefit ("OPEB") liability of $46,883,731 was measured as of June 30, 2023. The components of the net OPEB liability as of June 30, 2024 and 2023 are as follows:

	March 31, 2024	March 31, 2023
Total OPEB Liability	$ 46,518,314	$ 43,008,147
Plan Fiduciary Net Position (Deficit)	(365,417)	(156,815)
Net OPEB Liability	$ 46,883,731	$ 43,164,962
Plan Fiduciary Net Position as a % of the Total OPEB Liability	-0.78%	-0.36%

NOTE 10. OTHER POST EMPLOYMENT BENEFITS (OPEB) (continued)

The total OPEB liability as of June 30, 2023 was determined by actuarial valuation as of Jul 1, 2022, which was rolled forward to June 30, 2023. The actuarial assumptions vary for each plan member depending on the plan the member is enrolled in. This actuarial valuation used the following actuarial assumptions, applied to all periods in the measurement:

Salary Increases (Based on years of service within the respective plan)
Public Employees Retirement System (PERS)
Rate for all future years — 2.75% to 6.55% based on years of service

Mortality: Pub-2010 General classification headcount weighted mortality with fully generation al mortality improvement projections from the central year using Scale MP-2021

HEALTH CARE TREND ASSUMPTIONS

Actuarial assumptions used in the July 1, 2022 valuation were based on the results of the PERS experience studies prepared for July 1, 2019 to June 30, 2022. 100% of active members are considered to participate in the Plan upon retirement.

DISCOUNT RATE

The discount rate for June 2023 was 3.65%. This represents the municipal bond return rate as chosen by the State of New Jersey. The source is the Bond Buyer Go 20- Bond Municipal Bond Index, which includes tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher. As the long-term rate is less than the municipal bond rate, it is not considered in the municipal bond rate, rather the discount rate is set at the municipal bond rate.

SENSITIVITY OF NET OPEB LIABILITY TO CHANGES IN THE DISCOUNT RATE

The following presents the total OPEB liability of the Authority as of June 30, 2023 and June 30, 2022 calculated using the discount rate as disclosed above, as well as what the Authority's total OPEB liability would be if it were calculated using a discount rate that is 1-percantage point lower or 1-percentage point higher than the current rate:

	1% Decrease	Discount Rate	1% Increase
2024	$ 54,306,304	$ 46,883,731	$ 40,913,415
2023	$ 50,036,880	$ 43,164,962	$ 37,635,860

SENSITIVITY OF NET OPEB LIABILITY TO CHANGES IN THE HEALTH CARE TREND RATE

The following presents the total OPEB liability of the Authority as of June 30, 2023 calculated using the healthcare trend rate as disclosed above as well as what the Authority's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1 percentage point lower or 1 percentage point higher than the current healthcare cost trend rates:

	1% Decrease	Trend Rates	1% Increase
2024	$39,845,655	$46,883,731	$55,894,619
2023	$36,618,137	$43,164,962	$51,549,601

NOTE 10. OTHER POST EMPLOYMENT BENEFITS (OPEB) (continued)

E. OPEB (Benefit) Expense, Deferred Outflows and Deferred Inflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended March 31, 2024 and 2023, the Authority recognized an OPEB benefit (expense) of $502,828 and ($136,196).

At March 31, 2024 and 2023, the Authority reported deferred outflows of resources and deferred inflows of resources from the following sources.

	2024 Def. Outflows of Resources	2024 Def. Inflows of Resources	2023 Def. Outflows of Resources	2023 Def. Inflows of Resources
Changes of Assumptions	$ 6,073,202	$13,252,530	$ 5,760,543	$14,731,369
Changes in Proportion	11,800,810	3,477,110	-	-
Differences between expected and actual experience	2,162,036	12,732,089	2,229,085	8,001,056
Net differences between projected and actual earnings on plan investments	-	7,736	11,363	-
Total	$20,036,048	$29,469,465	$ 8,000,991	$22,731,425

The amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ending June 30:	
2024	$ (5,318,932)
2025	(4,356,540)
2026	(2,356,813)
2027	(1,104,791)
2028	(2,230,068)
Thereafter	(2,389,974)
Total	$ (15,367,143)

The previous amounts do not include employer specific deferred outflows of resources and deferred inflows of resources related to the change in proportion.

NOTE 11. RESTRICTED NET POSITION

At March 31, 2024 and March 31, 2023, restricted net position consisted of the following:

Description	March 31, 2024	March 31, 2023
State Debt Leveraging Fund	$ 9,377	$ 11,340
Hope VI Notes Receivable and accrued interest	90,122,902	87,141,482
Bergen Avenue Project Reserves	645,497	641,220
Arlington Gardens Project Reserves	447,107	400,188
Other Unspent HAP Funds	-	348,729
Mainstream Unspent HAP Funds	-	383,756
Housing Choice Voucher Program Unspent HAP Funds	-	1,116,457
Unspent Continuum of Care Funds	-	4,591
Unspent EPC Loan Proceeds	7,743,741	9,102,612
TOTAL	$ 98,968,624	$ 99,150,375

State debt leveraging funds represent amount held in escrow in accordance with the New Jersey Housing and Mortgage Finance Agency Revenue Bond Capital Fund Program 2007 Series A bond indenture.

Hope VI loan reserves and the related accrued interest are restricted for public housing development upon collection of the loan and related accrued interest.

Bergen Avenue project reserves are restricted by the New Jersey Housing Mortgage Finance Agency for certain capital and other project expenditures within 254 Bergen Avenue.
Arlington Gardens project reserves are held in a separate bank account and restricted for certain capital and other project expenditures.

NOTE 12. LEASES

As described in Note 1, The Authority adopted GASB 87 as of April 1, 2022. The Authority has entered into various leases with third parties where the Authority is Lessor,

The Authority has entered into four operating leases under which it rents office space to various other government and not for profit entities. Under GASB 87 the Authority is required to report the value of future lease payments at their present value using an internal borrowing rate which the Authority has determined to be 6.0%. The Authority has reported deferred inflows of future revenues for these leases. Deferred inflows at March 31, 2024 and 2023 were $1,263,680 and $1,704,141, respectively, net of accumulated am amortization of $2,400,122 and $1,959,661, respectively.

Year Ending March 31,	Principal	Interest
2025	$318,523	$ 75,833
2026	231,740	58,427
2027	198,965	50,131
2028	108,134	40,531
2029	119,085	29,804
Thereafter	562,132	76,724
	$1,420,445	$321,550

NOTE 13. RISK MANAGEMENT

The Authority is exposed to various risks of loss related to torts; theft, damage, and destruction of assets; errors and omissions; and natural disasters. The Authority maintains insurance policies acquired from independent insurance covering all structural property, automobiles, crime coverage, personal property and general liability. Settlement amounts have not exceeded insurance for the last three years.

NOTE 14. CONTINGENCIES

The Authority receives financial assistance from HUD in the form of grants and subsidies. Entitlement to the funds is generally conditional upon compliance with terms and conditions of the grant agreements and applicable regulations, including the expenditure of the funds for eligible purposes. Substantially all grants, entitlements and cost reimbursements are subject to financial and compliance audits by HUD. As a result of these audits, costs previously reimbursed could be disallowed and require payments to HUD. As of March 31, 2024, the Authority estimates that no material liabilities will result from such audits.

NOTE 15. RIGHT TO USE SUBSCRIPTION

For the year ended March 31, 2024, the Authority implemented the requirements of GASB Statement No. 96, "Subscription Based Information Technology Arrangements" (Subscriptions). The Statement provides a definition of Subscriptions and provides uniform guidance for accounting and financial reporting for such transactions.

As of March 31, 2023, the Authority had no subscription agreements in effect. However, during the fiscal year ended March 31, 2024, the Authority entered a subscription agreement for the use of Yardi Web-Based Accounting and Property Management Software. The initial term of the agreement is sixty (60) months with forty-eight (48) months remaining at March 31, 2024. An initial subscription liability was recorded in the amount of $1,645,589. The liability as of March 31, 2024 is $1,335,632. The Authority is required to make fixed annual payments of $359,322, including interest at a rate of 3.0%. The value of the right to use asset March 31, 2024 was $1,417,143 with an accumulated amortization of $431,304.

The future minimum subscription obligations and the net present value of these minimum payments as of March 31, 2024 were as follows:

	PRINCIPAL	INTEREST	TOTAL
March 31, 2025	$319,253	$40,069	$359,322
March 31, 2026	328,831	30,491	359,322
March 31, 2027	338,695	20,627	359,322
March 31, 2028	338,390	10,466	348,856

NOTE 16. PRIOR PERIOD ADJUSTMENT

During the fiscal year ended March 31, 2024, the Authority made certain adjustments to beginning equity which increased the balance by$678,918 to correct previously reported pension and OPEB liabilities.

During the fiscal year March 31, 2023, the Authority made certain adjustments to beginning equity which reduced the balance by $422,000. The Authority determined that it had inadvertently understate mortgages payable to NJHMFA.

NOTE 17. SUBSEQUENT EVENTS

Events that occur after the balance sheet date but before the financial statements were available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about co6nditions that existed at the balance sheet date are recognized in the accompanying financial statements Subsequent events which provide evidence about conditions that existed after the balance sheet date require disclosure in the accompanying notes. Management has evaluated subsequent events through December 30, 2024, the date on which the financial statements were available to be issued and concluded that one subsequent event has occurred that would require recognition in the financial statements or disclosure in the notes to the financial statements.

The Authority has applied to NJHMFA for release of reserves and escrows to satisfy two mortgages related to 254 Bergen Avenue. The total amount of mortgages that became due in September 2022 were $705,360. As of December 30, 2024, the reserves have not been released and the mortgages remain payable.

Housing Authority City of Jersey City (NJ009)

Jersey City, NJ

Entity Wide Balance Sheet Summary

Submission Type: Audited/Single Audit

Fiscal Year End: 03/31/2024

	Project Total	14.879 Mainstream Vouchers	14.PHC Public Housing CARES Act Funding	2 State/Local	14.249 Section 8 Moderate Rehabilitation Single Room Occupancy	14.896 PIH Family Self-Sufficiency Program	14.EFA FSS Escrow Forfeiture Account	14.267 Continuum of Care Program	8 Other Federal Program 1	14.870 Resident Opportunity and Supportive Services	14.HCC HCV CARES Act Funding	14.871 Housing Choice Vouchers	14.EHV Emergency Housing Voucher	32.001 Communications Information and Assistance and Investigation of	21.023 Emergency Rental Assistance Program	COCC	Subtotal	ELIM	Total
111 Cash - Unrestricted	$3,978,883	$1	$0	$76,485	$0	$0	$0	$3,292,709	$0	$0	$0	$582,993	$254,764		$603,386	$3,674,446	$12,463,667		$12,463,667
112 Cash - Restricted - Modernization and Development	$9,401	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$9,401		$9,401
113 Cash - Other Restricted	$7,929,921	$0	$0	$1,092,604	$0	$0	$241,770	$0	$0	$0	$0	$6,265,515				$0	$15,529,810		$15,529,810
114 Cash - Tenant Security Deposits	$440,794	$0	$0	$85,170	$0	$0	$0	$0	$0	$0	$0	$0				$0	$525,964		$525,964
115 Cash - Restricted for Payment of Current Liabilities	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
100 Total Cash	$12,358,999	$1	$0	$1,254,259	$0	$0	$241,770	$3,292,709	$0	$0	$0	$6,848,508	$254,764	$0	$603,386	$3,674,446	$28,528,842	$0	$28,528,842
121 Accounts Receivable - PHA Projects	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
122 Accounts Receivable - HUD Other Projects	$0	$0	$0	$0	$0	$0	$0	$410,981	$0	$8,358	$0	$1,086,745				$0	$1,506,084		$1,506,084
124 Accounts Receivable - Other Government	$0	$0	$0		$0	$0	$0	$0		$0	$0	$228,566				$0	$228,566		$228,566
125 Accounts Receivable - Miscellaneous	$96,050	$0	$0	$0	$0	$0	$0	$35,592	$0	$0	$0	$0				$0	$131,642		$131,642
126 Accounts Receivable - Tenants	$1,502,070	$0	$0	$201,233	$0	$0	$0	$0	$0	$0	$0	$0				$0	$1,703,303		$1,703,303
126.1 Allowance for Doubtful Accounts -Tenants	-$1,126,207	$0	$0	-$172,199	$0	$0	$0	$0	$0	$0	$0	$0				$0	-$1,298,406		-$1,298,406
126.2 Allowance for Doubtful Accounts - Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
127 Notes, Loans, & Mortgages Receivable - Current	$318,523	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$318,523		$318,523
128 Fraud Recovery	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
128.1 Allowance for Doubtful Accounts - Fraud	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
129 Accrued Interest Receivable	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
120 Total Receivables, Net of Allowances for Doubtful Accounts	$790,436	$0	$0	$29,034	$0	$0	$0	$446,573	$0	$8,358	$0	$1,315,311	$0	$0	$0	$0	$2,589,712	$0	$2,589,712
131 Investments - Unrestricted	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
132 Investments - Restricted	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
135 Investments - Restricted for Payment of Current Liability	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
142 Prepaid Expenses and Other Assets	$9,231	$0	$0	$30,503	$0	$0	$0	$0	$0	$0	$0	$0		$5,749		$225,006	$270,489		$270,489
143 Inventories	$772,250	$0	$0	$75,667	$0	$0	$0	$0	$0	$0	$0	$0				$4,035	$851,952		$851,952
143.1 Allowance for Obsolete Inventories	-$136,202	$0	$0	-$15,134	$0	$0	$0	$0	$0	$0	$0	$0				$0	-$151,336		-$151,336
144 Inter Program Due From	$8,993,043	$773,491	$0	$0	$0	$9,444	$78,800	$34,177	$6,139	$0	$0	$1,739,492			$166,693	$0	$11,801,279	-$11,801,279	$0
145 Assets Held for Sale	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
150 Total Current Assets	$22,787,757	$773,492	$0	$1,374,329	$0	$9,444	$320,570	$3,773,459	$6,139	$8,358	$0	$9,903,311	$254,764	$5,749	$770,079	$3,903,487	$43,890,938	-$11,801,279	$32,089,659
161 Land	$3,563,235	$0	$0	$1,472,667	$0	$0	$0	$0	$0	$0	$0	$0				$896,369	$5,932,271		$5,932,271
162 Buildings	$193,983,135	$0	$0	$8,436,918	$0	$0	$0	$0	$0	$0	$0	$0				$13,671,050	$216,091,103		$216,091,103
163 Furniture, Equipment & Machinery - Dwellings	$2,846,602	$0	$0	$30,270	$0	$0	$0	$0	$0	$0	$0	$0				$6,163	$2,883,035		$2,883,035
164 Furniture, Equipment & Machinery - Administration	$4,250,221	$0	$0	$203,823	$0	$0	$0	$0	$0	$0	$0	$258,637				$730,384	$5,443,065		$5,443,065
165 Leasehold Improvements	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
166 Accumulated Depreciation	-$152,513,868	$0	$0	-$6,799,384	$0	$0	$0	$0	$0	$0	$0	-$248,197				-$13,552,606	-$173,114,055		-$173,114,055
167 Construction in Progress	$6,042,596	$0	$0	$458,072	$0	$0	$0	$0	$0	$0	$0	$0				$0	$6,500,668		$6,500,668
168 Infrastructure	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
160 Total Capital Assets, Net of Accumulated Depreciation	$58,171,921	$0	$0	$3,802,366	$0	$0	$0	$0	$0	$0	$0	$10,440	$0	$0	$0	$1,751,360	$63,736,087	$0	$63,736,087
171 Notes, Loans and Mortgages Receivable - Non-Current	$89,424,824	$0	$0	$1,800,000	$0	$0	$0	$0	$0	$0	$0	$0				$0	$91,224,824		$91,224,824
172 Notes, Loans, & Mortgages Receivable - Non Current - Past Due	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
173 Grants Receivable - Non Current	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
174 Other Assets	$1,376,004	$0	$0	$98,196	$0	$0	$0	$0	$0	$0	$0	$490,978				$205,318	$2,170,496		$2,170,496
176 Investments in Joint Ventures	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
180 Total Non-Current Assets	$148,972,749	$0	$0	$5,700,562	$0	$0	$0	$0	$0	$0	$0	$501,418	$0	$0	$0	$1,956,678	$157,131,407	$0	$157,131,407
200 Deferred Outflow of Resources	$6,281,064	$0	$0	$597,006	$0	$0	$0	$0	$0	$0	$0	$2,926,995				$10,725,446	$20,530,511	$0	$20,530,511

Housing Authority City of Jersey City (NJ009)
Jersey City, NJ
Entity Wide Balance Sheet Summary

Submission Type: Audited/Single Audit

Fiscal Year End: 03/31/2024

	Project Total	14.879 Mainstream Vouchers	14.PHC Public Housing CARES Act Funding	2 State/Local	14.249 Section 8 Moderate Rehabilitation Single Room Occupancy	14.896 PIH Family Self-Sufficiency Program	14.EFA FSS Escrow Forfeiture Account	14.267 Continuum of Care Program	8 Other Federal Program 1	14.870 Resident Opportunity and Supportive Services	14.HCC HCV CARES Act Funding	14.871 Housing Choice Vouchers	14.EHV Emergency Housing Voucher	32.001 Communications Information and Assistance and Investigation of	21.023 Emergency Rental Assistance Program	COCC	Subtotal	ELIM	Total
290 Total Assets and Deferred Outflow of Resources	$178,041,570	$773,492	$0	$7,671,897	$0	$9,444	$320,570	$3,773,459	$6,139	$8,358	$0	$13,331,724	$254,764	$5,749	$770,079	$16,585,611	$221,552,856	-$11,801,279	$209,751,577
311 Bank Overdraft	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
312 Accounts Payable <= 90 Days	$2,413,436	$2,908	$0	$208,583	$0	$0	$0	$0	$0	$0	$0	$233,406			$603,325	$239,916	$3,701,574		$3,701,574
313 Accounts Payable >90 Days Past Due	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
321 Accrued Wage/Payroll Taxes Payable	$248,091	$0	$0	$23,604	$0	$0	$0	$0	$0	$0	$0	$97,327				$1,967,854	$2,336,876		$2,336,876
322 Accrued Compensated Absences - Current Portion	$93,968	$0	$0	$2,800	$0	$0	$0	$0	$0	$0	$0	$19,988				$108,795	$225,551		$225,551
324 Accrued Contingency Liability	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
325 Accrued Interest Payable	$92,899	$0	$0	$2,742	$0	$0	$0	$0	$0	$0	$0	$0				$0	$95,641		$95,641
331 Accounts Payable - HUD PHA Programs	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
332 Account Payable - PHA Projects	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
333 Accounts Payable - Other Government	$0	$0	$0	$0	$0	$0	$0	$0	$6,139	$0	$0	$0				$0	$6,139		$6,139
341 Tenant Security Deposits	$440,794	$0	$0	$85,170	$0	$0	$0	$0	$0	$0	$0	$0				$0	$525,964		$525,964
342 Unearned Revenue	$52,022	$0	$0	$4,216	$0	$0	$0	$0	$0	$0	$0	$5,748,100			$166,754	$0	$5,971,092		$5,971,092
343 Current Portion of Long-term Debt - Capital Projects/Mortgage Revenue	$1,632,337	$0	$0	$68,094	$0	$0	$0	$0	$0	$0	$0	$0				$0	$1,700,431		$1,700,431
344 Current Portion of Long-term Debt - Operating Borrowings	$2,475,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$2,475,000		$2,475,000
345 Other Current Liabilities	$152,802	$0	$0	$23,916	$0	$0	$0	$0	$0	$0	$0	$110,927				$47,203	$334,848		$334,848
346 Accrued Liabilities - Other	$73,853	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$88,708	$162,561		$162,561
347 Inter Program - Due To	$3,509,760	$0	$0	$2,362,827	$0	$0	$0	$3,700,651		$8,358	$0	$0	$142,511	$29,576		$2,047,596	$11,801,279	-$11,801,279	$0
348 Loan Liability - Current	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
310 Total Current Liabilities	$11,184,962	$2,908	$0	$2,781,952	$0	$0	$0	$3,700,651	$6,139	$8,358	$0	$6,209,748	$142,511	$29,576	$770,079	$4,500,072	$29,336,956	-$11,801,279	$17,535,677
351 Long-term Debt, Net of Current - Capital Projects/Mortgage Revenue	$16,791,343	$0	$0	$2,691,778	$0	$0	$0	$0	$0	$0	$0	$0				$0	$19,483,121		$19,483,121
352 Long-term Debt, Net of Current - Operating Borrowings	$3,830,428	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$3,830,428		$3,830,428
353 Non-current Liabilities - Other	$6,371	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$517,415				$0	$523,786		$523,786
354 Accrued Compensated Absences - Non Current	$845,709	$0	$0	$25,199	$0	$0	$0	$0	$0	$0	$0	$179,894				$979,158	$2,029,960		$2,029,960
355 Loan Liability - Non Current	$446,566	$0	$0	$70,426	$0	$0	$0	$0	$0	$0	$0	$352,132				$147,255	$1,016,379		$1,016,379
356 FASB 5 Liabilities	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
357 Accrued Pension and OPEB Liabilities	$19,447,963	$0	$0	$1,848,502	$0	$0	$0	$0	$0	$0	$0	$9,062,811				$33,209,041	$63,568,317		$63,568,317
350 Total Non-Current Liabilities	$41,368,380	$0	$0	$4,635,905	$0	$0	$0	$0	$0	$0	$0	$10,112,252	$0	$0	$0	$34,335,454	$90,451,991	$0	$90,451,991
300 Total Liabilities	$52,553,342	$2,908	$0	$7,417,857	$0	$0	$0	$3,700,651	$6,139	$8,358	$0	$16,322,000	$142,511	$29,576	$770,079	$38,835,526	$119,788,947	-$11,801,279	$107,987,668
400 Deferred Inflow of Resources	$11,259,362	$0	$0	$950,077	$0	$0	$0	$0	$0	$0	$0	$4,658,029				$17,068,510	$33,935,998	$0	$33,935,998
508.3 Nonspendable Fund Balance																			
508.4 Net Investment in Capital Assets	$41,601,618	$0	$0	$1,042,494	$0	$0	$0	$0	$0	$0	$0	$10,440			$0	$1,751,360	$44,405,912		$44,405,912
509.3 Restricted Fund Balance																			
510.3 Committed Fund Balance																			
511.3 Assigned Fund Balance																			
511.4 Restricted Net Position	$95,738,569	$383,756	$0	$1,092,604	$0	$0	$0	$0	$0	$0	$0	$0				$0	$97,214,929		$97,214,929
512.3 Unassigned Fund Balance																			
512.4 Unrestricted Net Position	-$23,111,341	$386,828	$0	-$2,831,135	$0	$9,444	$320,570	$72,808	$0	$0	$0	-$7,656,745	$112,253	-$23,827	$0	-$41,069,785	-$73,792,930		-$73,792,930
513 Total Equity - Net Assets / Position	$114,228,846	$770,584	$0	-$696,037	$0	$9,444	$320,570	$72,808	$0	$0	$0	-$7,646,305	$112,253	-$23,827	$0	-$39,318,425	$67,827,911	$0	$67,827,911
600 Total Liabilities, Deferred Inflows of Resources and Equity - Net	$178,041,570	$773,492	$0	$7,671,897	$0	$9,444	$320,570	$3,773,459	$6,139	$8,358	$0	$13,331,724	$254,764	$5,749	$770,079	$16,585,611	$221,552,856	-$11,801,279	$209,751,577

Housing Authority City of Jersey City (NJ009)

Jersey City, NJ

Entity Wide Revenue and Expense Summary

Submission Type: Audited/Single Audidt

Fiscal Year End: 3/31/2024

	Project Total	14.879 Mainstream Vouchers	14.PHC Public Housing CARES Act Funding	2 State/Local	14.249 Section 8 Moderate Rehabilitation Single Room Occupancy	14.896 PIH Family Self-Sufficiency Program	14.EFA FSS Escrow Forfeiture Account	14.267 Continuum of Care Program	8 Other Federal Program 1	14.870 Resident Opportunity and Supportive Services	14.HCC HCV CARES Act Funding	14.871 Housing Choice Vouchers	14.EHV Emergency Housing Voucher	32.001 Communications Information and Assistance and Investigation of	21.023 Emergency Rental Assistance Program	COCC	Subtotal	ELIM	Total
70300 Net Tenant Rental Revenue	$10,387,534	$0	$0	$1,151,855	$0	$0	$0	$0	$0	$0	$0	$0				$0	$11,539,389		$11,539,389
70400 Tenant Revenue - Other	$29,903	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$29,903		$29,903
70500 Total Tenant Revenue	$10,417,437	$0	$0	$1,151,855	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$11,569,292	$0	$11,569,292
70600 HUD PHA Operating Grants	$18,415,266	$5,115,122	$0		$0	$290,000	$0	$1,911,747	$0	$85,074	$0	$63,332,910	$1,617,199			$0	$90,767,318		$90,767,318
70610 Capital Grants	$3,915,980											$0				$0	$3,915,980		$3,915,980
70710 Management Fee																$3,713,677	$3,713,677	-$3,713,677	$0
70720 Asset Management Fee																$42,660	$42,660	-$41,160	$1,500
70730 Book Keeping Fee																$561,932	$561,932	-$561,932	$0
70740 Front Line Service Fee																$2,087,771	$2,087,771	-$2,087,771	$0
70750 Other Fees																$0	$0		$0
70700 Total Fee Revenue																$6,406,040	$6,406,040	-$6,404,540	$1,500
70800 Other Government Grants	$0	$0	$0		$0	$0	$0	$0	$0	$0	$0	$0			$436,586	$0	$436,586		$436,586
71100 Investment Income - Unrestricted	$9,107	$2	$0	$135	$0	$0	$436	$0	$0	$0	$0	$5,215	$546		$136	$5,621	$21,198		$21,198
71200 Mortgage Interest Income	$2,981,427	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$2,981,427		$2,981,427
71300 Proceeds from Disposition of Assets Held for Sale	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
71310 Cost of Sale of Assets	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
71400 Fraud Recovery	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$65,569				$0	$65,569		$65,569
71500 Other Revenue	$593,624	$0	$0	$14,620	$0	$0	$136,860	$7,269	$0	$0	$0	$49,195			$5,238	$1,435,529	$2,242,335	$0	$2,242,335
71600 Gain or Loss on Sale of Capital Assets	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
72000 Investment Income - Restricted	$564	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$564		$564
70000 Total Revenue	$36,333,405	$5,115,124	$0	$1,166,610	$0	$290,000	$137,296	$1,919,016	$0	$85,074	$0	$63,452,889	$1,617,745	$0	$441,960	$7,847,190	$118,406,309	-$6,404,540	$112,001,769
91100 Administrative Salaries	$853,933	$0	$0	$101,973	$0	$0	$0	$0	$0	$0	$0	$909,609			$154,164	$2,412,284	$4,431,963		$4,431,963
91200 Auditing Fees	$15,018	$2,908	$0	$29,981	$0	$0	$0	$0	$0	$0	$0	$43,102				$13,462	$104,471		$104,471
91300 Management Fee	$2,618,671	$46,762	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,036,196	$12,048				$3,713,677	-$3,713,677	$0
91310 Book-keeping Fee	$136,894	$29,225	$0	$0	$0	$0	$0	$0	$0	$0	$0	$388,283	$7,530				$561,932	-$561,932	$0
91400 Advertising and Marketing	$3,428	$0	$0	$64	$0	$0	$0	$0	$0	$0	$0	$4				$3,217	$6,713		$6,713
91500 Employee Benefit contributions - Administrative	$583,695	$0	$0	$72,574	$0	$0	$0	$0	$0	$0	$0	$618,085			$59,389	$1,427,539	$2,761,283		$2,761,283
91600 Office Expenses	$426,458	$0	$0	$16,312	$0	$0	$0	$0	$0	$437	$0	$127,917	$1,165	$249		$135,141	$707,679		$707,679
91700 Legal Expense	$58,432	$0	$0	$810	$0	$0	$0	$0	$0	$0	$0	$323				$14,693	$74,258		$74,258
91800 Travel	$7,833	$34	$0	$758	$0	$54	$0	$0	$0	$1,976	$0	$6,262		$635	$3,207	$30,926	$51,685		$51,685
91810 Allocated Overhead	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0					$0		$0
91900 Other	$1,799,890	$1,200	$0	$75,389	$0	$3,744	$3,274	$796	$0	$4,062	$0	$432,451		$932	$891	$297,099	$2,619,728		$2,619,728
91000 Total Operating - Administrative	$6,504,253	$80,129	$0	$297,861	$0	$3,798	$3,274	$796	$0	$6,475	$0	$3,562,232	$20,743	$1,816	$217,651	$4,334,361	$15,033,389	-$4,275,609	$10,757,780
92000 Asset Management Fee	$41,160	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0					$41,160	-$41,160	$0
92100 Tenant Services - Salaries	$353,241	$72,380	$0		$0	$171,385	$0	$47,146	$0	$60,950	$0	$43,387		$18,660		$95,218	$862,367		$862,367
92200 Relocation Costs	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$861	$861		$861
92300 Employee Benefit Contributions - Tenant Services	$167,486	$33,878	$0		$0	$105,373	$0	$27,972	$0	$17,649	$0	$34,907		$1,625		$55,295	$444,185		$444,185
92400 Tenant Services - Other	$79,134	$0	$0	$11	$0	$0	$0	$0	$0	$0	$0	$4,024		$70		$25,303	$108,542		$108,542
92500 Total Tenant Services	$599,861	$106,258	$0	$11	$0	$276,758	$0	$75,118	$0	$78,599	$0	$82,318	$0	$20,355	$0	$176,677	$1,415,955	$0	$1,415,955
93100 Water	$1,239,487	$0	$0	$104,994	$0	$0	$0	$0	$0	$0	$0	$0				$0	$1,344,481		$1,344,481
93200 Electricity	$1,161,952	$0	$0	$43,944	$0	$0	$0	$0	$0	$0	$0	$5,178				$86,842	$1,297,916		$1,297,916
93300 Gas	$1,257,410	$0	$0	$114,798	$0	$0	$0	$0	$0	$0	$0	$10,541				$173,969	$1,556,718		$1,556,718
93400 Fuel	$42,787	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$42,787		$42,787
93500 Labor	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
93600 Sewer	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
93700 Employee Benefit Contributions - Utilities	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
93800 Other Utilities Expense	$118,652	$0	$0	$31,197	$0	$0	$0	$0	$0	$0	$0	$0				$0	$149,849		$149,849
93000 Total Utilities	$3,820,288	$0	$0	$294,933	$0	$0	$0	$0	$0	$0	$0	$15,719	$0	$0	$0	$260,811	$4,391,751	$0	$4,391,751
94100 Ordinary Maintenance and Operations - Labor	$2,411,568	$0	$0	$211,714	$0	$0	$0	$0	$0	$0	$0	$296,772				$1,900,396	$4,820,450		$4,820,450
94200 Ordinary Maintenance and Operations - Materials and Other	$967,163	$0	$0	$219,115	$0	$0	$0	$0	$0	$0	$0	$4,229				$74,637	$1,265,144		$1,265,144
94300 Ordinary Maintenance and Operations Contracts	$3,601,131	$0	$0	$294,794	$0	$0	$0	$0	$0	$0	$0	$312				$33,889	$3,930,126	-$2,087,771	$1,842,355
94500 Employee Benefit Contributions - Ordinary Maintenance	$2,295,150	$0	$0	$241,640	$0	$0	$0	$0	$0	$0	$0	$203,966				$1,949,556	$4,690,312		$4,690,312
94000 Total Maintenance	$9,275,012	$0	$0	$967,263	$0	$0	$0	$0	$0	$0	$0	$505,279	$0	$0	$0	$3,958,478	$14,706,032	-$2,087,771	$12,618,261
95100 Protective Services - Labor	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
95200 Protective Services - Other Contract Costs	$180,122	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$882	$181,004		$181,004
95300 Protective Services - Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
95500 Employee Benefit Contributions - Protective Services	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
95000 Total Protective Services	$180,122	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$882	$181,004	$0	$181,004
96110 Property Insurance	$387,548	$0	$0	$29,499	$0	$0	$0	$0	$0	$0	$0	$174				$5,279	$422,500		$422,500
96120 Liability Insurance	$361,059	$0	$0	$35,000	$0	$0	$0	$0	$0	$0	$0	$108,142				$8,854	$513,055		$513,055

Housing Authority City of Jersey City (NJ009)
Jersey City, NJ
Entity Wide Revenue and Expense Summary

Submission
Type: Audited/Single Audidt

Fiscal Year End: 3/31/2024

	Project Total	14.879 Mainstream Vouchers	14.PHC Public Housing CARES Act Funding	2 State/Local	14.249 Section 8 Moderate Rehabilitation Single Room Occupancy	14.896 PIH Family Self-Sufficiency Program	14.EFA FSS Escrow Forfeiture Account	14.267 Continuum of Care Program	8 Other Federal Program 1	14.870 Resident Opportunity and Supportive Services	14.HCC HCV CARES Act Funding	14.871 Housing Choice Vouchers	14.EHV Emergency Housing Voucher	32.001 Communications Information and Assistance and Investigation of	21.023 Emergency Rental Assistance Program	COCC	Subtotal	ELIM	Total
96130 Workmen's Compensation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
96140 All Other Insurance	$101,280	$0	$0	$947	$0	$0	$0	$0	$0	$0	$0	$0				$25,269	$127,496		$127,496
96100 Total Insurance Premiums	$849,887	$0	$0	$65,446	$0	$0	$0	$0	$0	$0	$0	$108,316	$0	$0	$0	$39,402	$1,063,051	$0	$1,063,051
96200 Other General Expenses	$2,426,843	$0	$0	$3,204	$0	$0	$0	$0	$0	$0	$0	$268,535	$637		$944,597	$12,528	$3,656,344		$3,656,344
96210 Compensated Absences	-$214,995	$0	$0	-$9,403	$0	$0	$0	$0	$0	$0	$0	-$175,336				-$320,390	-$720,124		-$720,124
96300 Payments in Lieu of Taxes	$0	$0	$0	$158,156	$0	$0	$0	$0	$0	$0	$0	$0				$0	$158,156		$158,156
96400 Bad debt - Tenant Rents	$366,472	$0	$0	$146,432	$0	$0	$0	$0	$0	$0	$0	$0				$0	$512,904		$512,904
96500 Bad debt - Mortgages	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
96600 Bad debt - Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
96800 Severance Expense	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
96000 Total Other General Expenses	$2,578,320	$0	$0	$298,389	$0	$0	$0	$0	$0	$0	$0	$93,199	$637	$0	$944,597	-$307,862	$3,607,280	$0	$3,607,280
96710 Interest of Mortgage (or Bonds) Payable	$472,151	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$472,151		$472,151
96720 Interest on Notes Payable (Short and Long Term)	$148,982	$0	$0	$33,918	$0	$0	$0	$0	$0	$0	$0	$0				$0	$182,900		$182,900
96730 Amortization of Bond Issue Costs	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
96700 Total Interest Expense and Amortization Cost	$621,133	$0	$0	$33,918	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$655,051	$0	$655,051
96900 Total Operating Expenses	$24,470,036	$186,367	$0	$1,957,821	$0	$280,556	$3,274	$75,914	$0	$85,074	$0	$4,367,063	$21,380	$22,171	$1,162,248	$8,462,749	$41,094,673	-$6,404,540	$34,690,133
97000 Excess of Operating Revenue over Operating Expenses	$11,863,369	$4,928,737	$0	-$791,211	$0	$9,444	$134,022	$1,843,102	$0	$0	$0	$59,085,826	$1,596,365	-$22,171	-$720,288	-$615,559	$77,311,636	$0	$77,311,636
97100 Extraordinary Maintenance	$71,203	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$71,203		$71,203
97200 Casualty Losses - Non-capitalized	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
97300 Housing Assistance Payments	$0	$4,306,244	$0		$0	$0	$0	$1,826,660	$0	$0	$0	$58,184,716	$1,465,467			$0	$65,783,087		$65,783,087
97350 HAP Portability-In	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$2,252				$0	$2,252		$2,252
97400 Depreciation Expense	$5,467,864	$0	$0	$307,971	$0	$0	$0	$0	$0	$0	$0	$21,246				$279,366	$6,076,447		$6,076,447
97500 Fraud Losses	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
97600 Capital Outlays - Governmental Funds																			
97700 Debt Principal Payment - Governmental Funds																			
97800 Dwelling Units Rent Expense	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
90000 Total Expenses	$30,009,103	$4,492,631	$0	$2,265,792	$0	$280,556	$3,274	$1,902,574	$0	$85,074	$0	$62,575,277	$1,486,847	$22,171	$1,162,248	$8,742,115	$113,027,662	-$6,404,540	$106,623,122
10010 Operating Transfer In	$3,620,929	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$3,620,929	-$3,620,929	$0
10020 Operating transfer Out	-$3,620,929	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	-$3,620,929	$3,620,929	$0
10030 Operating Transfers from/to Primary Government	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
10040 Operating Transfers from/to Component Unit	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
10050 Proceeds from Notes, Loans and Bonds																			
10060 Proceeds from Property Sales																			
10070 Extraordinary Items, Net Gain/Loss	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
10080 Special Items (Net Gain/Loss)	$1,281,771	$0	$0	$121,830	$0	$0	$0	$0	$0	$0	$0	$597,310				$2,188,733	$4,189,644		$4,189,644
10091 Inter Project Excess Cash Transfer In	$0																$0		$0
10092 Inter Project Excess Cash Transfer Out	$0																$0		$0
10093 Transfers between Program and Project - In	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
10094 Transfers between Project and Program - Out	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0				$0	$0		$0
10100 Total Other financing Sources (Uses)	$1,281,771	$0	$0	$121,830	$0	$0	$0	$0	$0	$0	$0	$597,310	$0	$0	$0	$2,188,733	$4,189,644	$0	$4,189,644
10000 Excess (Deficiency) of Total Revenue Over (Under) Total Expenses	$7,606,073	$622,493	$0	-$977,352	$0	$9,444	$134,022	$16,442	$0	$0	$0	$1,474,922	$130,898	-$22,171	-$720,288	$1,293,808	$9,568,291	$0	$9,568,291
11020 Required Annual Debt Principal Payments	$1,432,657	$0	$0	$68,094	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,500,751		$1,500,751
11030 Beginning Equity	$106,012,184	$148,091	$0	$222,907	$0	$0	$186,548	$43,997	$0	$0	$0	-$9,123,227	-$18,645	$0	$720,288	-$40,611,441	$57,580,702		$57,580,702
11040 Prior Period Adjustments, Equity Transfers and Correction of Errors	$610,589	$0	$0	$58,408	$0	$0	$0	$12,369	$0	$0	$0	$0	$0	-$1,656		-$792	$678,918		$678,918
11180 Housing Assistance Payments Equity												$0					$0		$0
11190 Unit Months Available	27676	4000	0	1512	0	0	0	597	0	0	0	54773	1128	0		0	89686		89686
11210 Number of Unit Months Leased	25712	3920	0	1292	0	0	0	597	0	0	0	51772	1073	0		0	84366		84366
11270 Excess Cash	$1,445,911																$1,445,911		$1,445,911
11610 Land Purchases	$0															$0	$0		$0
11620 Building Purchases	$3,320,980															$0	$3,320,980		$3,320,980
11630 Furniture & Equipment - Dwelling Purchases	$0															$0	$0		$0
11640 Furniture & Equipment - Administrative Purchases	$0															$0	$0		$0
11650 Leasehold Improvements Purchases	$0															$0	$0		$0
11660 Infrastructure Purchases	$0															$0	$0		$0
13510 CFFP Debt Service Payments	$595,000															$0	$595,000		$595,000

JERSEY CITY HOUSING AUTHORITY
Jersey City, New Jersey
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended March 31, 2024

	2024 Federal Expenditures
DIRECT FEDERAL AWARDS	
US Department of Housing & Urban Development	
Housing Voucher Cluster:	
Section 8 Voucher Program (CFDA # 14.871)	$ 63,332,910
Mainstream Vouchers (CFDA # 14.879)	5,115,122
Emergency Housing Vouchers (CFDA # 14.EHV)	1,617,199
Total Housing Voucher Cluster	70,065,231
Coronavirus Aid, Economic Relief and Economic Security Act (CARES)	
Public Housing CARES Act Funds (CFDA# 14.PHC)	-
HCV CARES Act Funds (CFDA# 14.HCC)	-
Mainstream Vouchers CARES Act Fubds (CFDA# 14.MSC)	-
Total CARES Act Funds	-
Low Rent Public Housing (CFDA # 14.850)	13,014,277
Public Housing Capital Fund (CFDA# 14.872)	9,316,969
Continuum of Care Program (CFDA # 14.267)	704,677
Resident Opportunity and Supportive Services (CFDA # 14.870)	85,074
PIH Family Self Sufficiency Program (CFDA # 14.896)	290,000
Subtotal - US Department of Housing & Urban Development - Direct	93,476,228
US Department of the Treasury	
Emergency Rental Assistance Program (CFDA# 21.023)	436,586
Total Direct Federal Assistance	93,912,814
US Department of Housing & Urban Development Passed Through the Hudson County Division of Housing and Community Development - Continuum of Care Program	
York Street Project (CFDA # 14.267)	641,672
Women Rising (CFDA # 14.267)	565,398
Subtotal - US Department of Housing & Urban Development - Indirect	1,207,070
Total Expenditures of Federal Awards	$ 95,119,884

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

1. Basis of Presentation - The Schedule of Expenditures of Federal Awards is presented in accordance with generally accepted accounting principles and is presented in accordance with the requirements of the Uniform Guidance. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the general purpose financial statements.
2. There were no subrecipient activities during the audit period.
3. The Authority has elected not to use the 10% de minimis cost rate.
4. The Authority received no non-cash assistance.
5. The Authority did not have any HUD issued mortgages or loans.

Jersey City Housing Authority
Schedule of Proportionate Share of the Net Pension Liability
of the Public Employees Retirement System (PERS)
For the Year Ended March 31, 2024

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Housing Authority's Proportion of the Net Pension Liability	0.1156%	0.1229%	0.1297%	0.1331%	0.1331%	0.1286%	0.1286%	0.1210%	0.1260%	0.1363%	0.1465%
Housing Authority's Proportionate Share of the Net Pension Liability	$16,684,586	$18,511,311	$15,368,321	$20,719,128	$21,709,126	$25,319,184	$29,938,044	$35,829,504	$28,291,027	$25,521,097	$28,001,608
Housing Authority's Covered Employee Payroll	$10,114,783	$8,599,279	$9,276,108	$10,454,848	$10,420,333	$10,559,821	$10,316,181	$9,856,186	$9,411,623	$8,805,692	$9,483,747
Housing Authority's Proportionate Share of the Net Pension Liability as a Percentage of Its Covered Employee Payroll	164.95%	215.27%	165.68%	198.18%	208.33%	239.77%	290.20%	363.52%	300.60%	289.83%	295.26%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	65.23%	62.91%	70.33%	58.00%	58.32%	53.60%	48.10%	40.14%	47.93%	52.08%	48.72%

Until a full 10 year trend is compiled, the Authority is presenting information for the years that are available.

Jersey City Housing Authority
Schedule of Authority Contributions to the
Public Employees Retirement System (PERS)
For the Year Ended March 31, 2024

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Contractually Required Contribution	$1,539,549	$1,550,163	$1,519,275	$1,456,315	$1,456,315	$1,279,078	$1,191,422	$1,028,449	$1,123,862	$1,103,948	$1,170,858
Contribution in Relation to the Contractually Required Contribution	(1,539,549)	(1,550,163)	(1,519,275)	(1,456,315)	(1,456,315)	(1,279,078)	(1,191,422)	(1,028,449)	(1,123,862)	(1,103,948)	(1,170,858)
Contribution Deficiency/(Excess)	$-	$-	$-	$-	$-	$-	$-	$-	$-	$-	$-
Authority's Covered Payroll	$10,114,783	$8,599,279	$9,276,108	$10,454,848	$10,559,821	$10,559,821	$10,316,181	$9,856,186	$9,411,623	$8,805,692	$9,483,747
Contribution as a Percentage of Covered Employee Payroll	15.22%	18.03%	16.38%	13.93%	13.79%	12.11%	11.55%	10.43%	11.94%	12.54%	12.35%

Until a full 10 year trend is compiled, the Authority is presenting information for the years that are available.

Jersey City Housing Authority
Schedule of Changes in the Housing Authority's
Total OPEB Liability and Related Ratios
For the Year Ended March 31, 2024

	March 31, 2024	March 31, 2023	March 31, 2022	March 31, 2021	March 31, 2020	March 31, 2019	March 31, 2018
Housing Authority's Proportion of the Net OPEB Liability	0.3124%	0.2673%	0.2672%	0.2774%	0.2557%	0.2742%	0.2593%
Housing Authority's Proportionate Share of the Net OPEB Liability	$46,883,731	$43,164,962	$48,091,096	$49,775,290	$34,642,993	$42,962,410	$52,928,545
Housing Authority's Covered Employee Payroll	$10,114,783	$8,599,279	$9,276,108	$10,454,808	$10,422,333	$10,559,821	$10,316,181
Housing Authority's Proportionate Share of the Net OPEB Liability as a Percentage of Its Covered Employee Payroll	463.52%	501.96%	518.44%	476.10%	332.39%	406.85%	513.06%
Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability	-0.79%	0.36%	0.28%	0.91%	1.98%	1.97%	1.03%

Until a full 10 year trend is compiled, the Authority is presenting information for the years that are available.

Jersey City Housing Authority
Schedule of Authority Contributions to the
Other Post-Employment Benefits Plan (OPEB)
For the Year Ended March 31, 2024

	2024	2023	2022	2021	2020	2019	2018
Contractually Required Contribution	$4,098,692	$3,979,313	$4,189,809	$4,630,700	$4,530,885	$4,670,337	$4,839,321
Contribution in Relation to the Contractually Required Contribution	(4,098,692)	(3,979,313)	(4,189,809)	(4,630,700)	(4,530,885)	(4,670,337)	(4,839,321)
Contribution Deficiency/(Excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Authority's Covered Payroll	10,114,783	8,599,279	9,276,108	10,454,808	10,422,333	10,559,821	10,316,181
Contribution as a Percentage of Covered Employee Payroll	40.52%	46.27%	45.17%	44.29%	43.47%	44.23%	53.03%

Until a full 10 year trend is compiled, the Authority is presenting information for the years that are available.

Polcari & Co.
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Commissioners
Jersey City Housing Authority
Jersey City, New Jersey

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Jersey City Housing Authority, ("the Authority") as of and for the year ended March 31, 2024, and the related notes to the financial statements, which collectively comprise Housing Authority's basic financial statements, and have issued our report thereon dated December 30, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as items 2023-001 that we consider to be material weaknesses.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which are described in the accompanying schedule of findings and questioned costs as Finding 2024-001;.

Jersey City's Response to Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the Authority's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The Authority's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Polcari & Company, C.P.A.s

POLCARI & COMPANY
CERTIFIED PUBLIC ACCOUNTANTS

Wayne, New Jersey
December 30, 2024

Polcari & Co.
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Commissioners
Jersey City Housing Authority
Jersey City, New Jersey

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the Jersey City Housing Authority's (the "Authority") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Authority's major federal programs for the year ended March 31, 2024. The Jersey City Housing Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Qualified Opinion on Housing Choice Voucher Program

In our opinion, except for the noncompliance described in the Basis for Qualified and Unmodified Opinions section of our report, the Authority complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on the Housing Choice Voucher Program for the year ended March 31, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major program. Our audit does not provide a legal determination of the Authority's compliance with the compliance with the compliance requirements referred to above.

Matter(s) Giving Rise to Qualified Opinion on Housing Choice Voucher Program

As described in the accompanying schedule of findings and questioned costs, the Housing Authority of the City of Jersey City did not comply with requirements regarding the Housing Choice Voucher Program described in finding numbers 2024-002 for Reporting related to the Voucher Management System (VMS),.

Compliance with such requirements is necessary, in our opinion, for the Authority to comply with the requirements applicable to that program.

Responsibilities of Management on Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Authority's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and to express an opinion on the Authority's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Noncompliance with the compliance requirements referred to above is considered material if there a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Authority's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, and the Uniform Guidance we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Authority's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses internal over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed other instances of noncompliance which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as items 2024-003. Our opinion on each major federal program is not modified with respect to these matters.

Government Auditing Standards requires the auditor to perform limited procedures on the Authority's response to the noncompliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The Authority's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Jersey City Housing Authority

Jersey City, New Jersey

March 31, 2024

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as items 2024-001 and 2024-002 to be material weaknesses.

A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as items 2024-003 to be significant deficiencies.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Government Auditing Standards requires the auditor to perform limited procedures on the Housing Authority of the City of Jersey City's response to the internal control over compliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The Authority's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Holman & Company, CPAs

CERTIFIED PUBLIC ACCOUNTANTS

Wayne, New Jersey
December 30, 2024

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

SECTION 1 - SUMMARY OF AUDIT RESULTS

Internal Control over Financial Reporting:		
Significant Deficiencies Identified?	X yes	____ no
Significant Deficiencies identified that are not considered to be material weakness(es)?	____ yes	X none reported
Noncompliance Material to Financial Statements Noted?	____ yes	X no

Federal Awards

Internal Control over Major Programs:		
Significant Deficiencies Identified?	X yes	____ no
Significant Deficiencies identified that are not considered to be material weakness(es)?	____ yes	X none reported

Type of audit report issued on compliance for major programs: Modified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a) X yes ____ no

Identification of Major Programs

CFDA Number	Name of Federal Program or Cluster
14.871	Section 8 Housing Choice Vouchers - Cluster
14.879	Mainstream Voucher Program
14.850	Low Rent Public Housing
14.872	Public Housing Capital Fund Program
14.EHV	Emergency Housing Vouchers

Dollar Threshold used to distinguish between type A and type B Programs $2,853,597

Auditee qualified as low-risk? ____ yes X no

SECTION 2 – FINANCIAL STATEMENT FINDINGS

Status of Prior Year Prior Year Findings:

Finding- 2023-001

Entity Wide

Type of Deficiency – Material Weakness

Compliance Requirement - Reporting

The Authority's March 31, 2023, Financial statements were not ready for audit until September 2024.

Cause:

The Authority did not have appropriate controls in place to compile and monitor the compilation of the Authority's financial statements for March 31, 2023. The result of this inaction caused a two-year delay in the issuance of the Authority's audit report in addition to impeding management's ability to access the financial condition of the Authority.

Condition:

The Authority did not implement or establish internal controls to compile and monitor the preparation of the March 31, 2023, financial statements. CFR-200.512 subpart F requires that the authority complete and submit its financial statements to HUD and the federal audit clearinghouse nine months after its fiscal year end.

Effect of Condition:

The effect of not having timely financial statements hindered the Authority's ability to access the financial during the year as well as failing to submit their financial statements to the federal audit clearinghouse with in the nine months required time frame.

Recommendation:

We recommend that the Authority implement additional controls such as assessing the performance of its financial staff to ensure the timely submission of future financial statements.

Questioned Costs $0

Response:

This finding is repeated in 2024 audit findings. See Finding 2024-001 for auditee's response.

SECTION 2 – FINANCIAL STATEMENT FINDINGS (CONTINUED)

Current Year Findings

Finding- 2024-001

Entity Wide

Type of Deficiency – Material Weakness

Compliance Requirement - Reporting

The Authority's March 31, 2024, Financial statements were not ready for audit until December 2024.

Cause:

The Authority did not have appropriate controls in place to compile and monitor the compilation of the Authority's financial statements for March 31, 2024. The result of this inaction caused a two-year delay in the issuance of the Authority's audit report in addition to impeding management's ability to access the financial condition of the Authority.

Condition:

The Authority did not implement or establish internal controls to compile and monitor the preparation of the March 31, 2024, financial statements. CFR-200.512 subpart F requires that the authority complete and submit its financial statements to HUD and the federal audit clearinghouse nine months after its fiscal year end.

Effect of Condition:

The effect of not having timely financial statements hindered the Authority's ability to access the financial during the year as well as failing to submit their financial statements to the federal audit clearinghouse with in the nine months required time frame.

Recommendation:

We recommend that the Authority implement additional controls such as assessing the performance of its financial staff to ensure the timely submission of future financial statements.

Questioned Costs $0

Response:

The Jersey City Housing Authority (JCHA) is addressing audit findings related to internal controls and financial reporting. Recognizing the need for modernization, the JCHA has invested in a new comprehensive Public Housing Authority software, Yardi and other digital tools. Their outdated IT infrastructure has been a hindrance to operations, finance, and management

SECTION 2 – FINANCIAL STATEMENT FINDINGS (CONTINUED)

The Accounting and Finance Department aim to revamp and enhance their financial processes and procedures. Working with their fee consultants, BDO, the Accounting & Finance Department will be developing a new comprehensive financial management system which will include:

1. New workflow infrastructures
2. Regular meetings with departments and sites to focus on program and fiscal issues, especially reporting requirements.
3. Expenditure review processes and staff training to ensure adherence to it.
4. Random internal monitoring verifies compliance with the process.

The target completion date for this system is March 31, 2025.

SECTION 2 – FEDERAL AWARD FINDINGS

Finding 2024-002

Housing Choice Voucher Program (CFDA#14.871)
Type of Deficiency: Material Weakness
Compliance Requirement: Reporting – Voucher Management Systems

Condition:

Public housing agencies that administer a Housing Choice Voucher Program (HCV) are required to submit form 526871-B electronically through the Voucher Management System on a monthly basis as required by 24 CFR 5.801. This data is used to determine future renewal funding levels as well as monitoring and SEMAP related decisions. HUD relies on this data to determine the reasonableness of data submitted for calculating funding under the program.

Based on our audit we determined that there is a difference in excess of $1,000,000 between what was reported in the VMS system and what was reported on the Financial Data Schedule (FDS). The Authority failed to reconcile the difference between the data reported in VMS and the data captured by the general ledger.

Criteria:

As a condition of receiving federal I awards, the PHA agrees to comply with laws, regulations and provisions of grant agreements and contracts and to also maintain internal controls to provide reasonable assurance of compliance with these requirements. Projects funded with HCV Funds are subject to both financial and VMS reporting requirements of the grant.

Cause:

The Authority did not implement the proper controls to ensure data remitted to VMS was reconciled to the general ledger on a monthly basis.

Effect of Condition:

The effect of not complying with the requirements in the Compliance Supplement resulted in inaccurate data provide to both the general ledger and the VMS system and may result in the imposition of sanctions and loss of subsidy.

Recommendation:

We recommend that the Authority adopt controls and procedures to ensure compliance with the requirements of the Housing Choice Voucher Program.

Response:

The Authority will adopt controls and procedures to ensure compliance with the requirements of the Housing Choice Voucher Program. The Finance Department will communicate and coordinate with Asset Management regarding rigid internal controls and processes.

The target completion date for this system is May 15, 2025

Jersey City Housing Authority
Jersey City, New Jersey
March 31, 2024

SECTION 2 – FEDERAL AWARD FINDINGS

Finding 2024-003

Public and Indian Housing (CFDA#14.850)
Type of Deficiency: Significant Deficiency
Compliance Requirement: Reporting – Form 50058

Condition:

Public housing agencies that administer the low rent public housing program are required to provide HUD with accurate related to families residing in public housing, including information on income, rent computations and family status. The information is provided electronically on Form HUD-50058.

Based on our audit we determined that the housing authority is not processing changes in head of household as prescribed by HUD regulations. Specifically, when there is a change in head of household, Form 50058 should indicate the former head of household's social security number in line 3w of Form 50058 " If new head of household, former head of household's SSN, in Section 3, Household". This triggers IMS-PIC to connect this 50058 that has a new head of household to the 50058 with the previous Head of Household.

Criteria:

As a condition of receiving federal awards, the PHA agrees to comply with laws, regulations and provisions of grant agreements and contracts and to also maintain internal controls to provide reasonable assurance of compliance with these requirements. Projects funded with public housing operating funds are subject to both financial and Special Requirements, including Form 50058 reporting requirements for the grant.

Cause:

The Authority did not implement the proper controls to ensure data reported in PIC via Form 50058 was accurate.

Effect of Condition:

The effect of not complying with the requirements in the Compliance Supplement resulted in inaccurate data provide to both HUD and may result in the imposition of sanctions and loss of subsidy.

Recommendation:

We recommend that the Authority adopt controls and procedures to ensure compliance with the requirements of the Low Rent Public Housing Program.

Response:

The Authority will adopt controls and procedures to ensure compliance with the requirements of the Low Rent Public Housing Program. The Finance Department will communicate and coordinate with Asset Management regarding rigid internal controls and processes.

The target completion date for this system is May 15, 2025

JERSEY CITY HOUSING AUTHORITY

2026 ANNUAL PLAN

ATTACHMENT E

Housing Needs and Strategy

(B.1 of HUD Form 50075-ST)

HOUSING AUTHORITY OF THE CITY OF JERSEY CITY
2026 ANNUAL PLAN

Housing Needs. The applicable consolidated plan for the jurisdiction covered by the Jersey City Housing Authority (JCHA) is the City of Jersey City FY 2020-FY 2024 Consolidated Plan. Information provided by the Consolidated Plan, HUD, and other generally available data, enables the JCHA to reasonably assess the housing needs of the low-income, very low-income, and extremely low-income families that reside within the jurisdiction served by the JCHA. These families include elderly families, families with disabilities, and households of various races and ethnic groups, and other families on the JCHA's public housing and Housing Choice Voucher/Section 8 program waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

Families with extremely low-income, the elderly and those families with disabilities comprise the highest number of families with needs that are served by the JCHA. In accordance with 24 CFR 5.603 and implementation guidance set forth in Notice PIH 2016-05 (HA), the statutory definition of an extremely low-income (ELI) family is a family whose income does not exceed the higher of 30 percent of the area median income (AMI) or the federal poverty level.

In Jersey City over the last 10 years, housing has become increasingly less affordable. According to the Consolidated Plan, there is an on-going need for affordable housing in Jersey City, a need that has been amplified by market trends that have exponentially increased Jersey City property values while decreasing affordability for homeowners and renters. The American Community Survey (ACS) 2015-2019 estimates there are over 80,000 rental units in Jersey City, representing about 69% of all housing units in a city with a population of more than 290,000 making up an estimated nearly 109,000 households (US Census, 2020). The estimated mean wage of Jersey City renters is about $34 per hour (Bureau of Labor Statistics, 2020). According to HUD, rent that reflects 30% or less of a renter's income is considered an affordable rent. Using this measure, an affordable rent for a Jersey City renter earning the mean wage of $34 an hour would be approximately $1200 per month. However, using the same criteria, the rent affordable for a minimum wage worker in New Jersey ($13 per hour as of January 1, 2022) is only $676 a month. A Jersey City resident who earns minimum wage would need to work 113 hours a week (e.g. 16 hours a day, 7 days a week) to afford a market-rate two-bedroom unit.

The Consolidated Plan establishes that Jersey City has insufficient housing for extremely low- and low-income households. As of 2019, 17% of Jersey City's population was living below the poverty level (American Community Survey, 2019). And per HUD's Comprehensive Housing Affordability Strategy (2020 CHAS) data, there are 23,998 Jersey City households earning between 0% and 50% of the median family income. However, there are only 16,752 housing units (14,780 rental, 1,972 homeownership) that are affordable for these households, accommodating only 70% of this

population. More concerning, there are nearly 15,000 Jersey City households earning between 0% and 30% of the median family income and only 7,310 housing units affordable for these households; a number that would accommodate fewer than 50% of extremely-low income Jersey City households.

Given the limited number of decent, affordable housing options, the area's lower-income households often must choose between deficient housing and a cost burden, which is defined as spending more than 30% of household income on housing costs. "Severe cost burden" is defined as spending over 50% of household income on housing and 18% of households in Jersey City are severely cost burdened (this includes renters and owners). CHAS data provides a further breakdown suggesting that upwards of 57% of those earning at or below 30% AMI and about 43% of those earning between 31 and 50% AMI are severely cost burdened.

JCHA Public Housing Waiting List demographic information is included below as of June 2025.

Housing Needs of Families on the Public Housing Waiting List			
	# of families	% of total families	Annual Turnover
Waiting list total	27,667	100.00%	2,176
Extremely low income <=30% AMI	21,874	79.06%	
Very low income (>30% but <=50% AMI)	4,205	15.20%	
Low income (>50% but <80% AMI)	901	3.26%	
Families with children	No data	No data	No Data
Elderly families	2,351	8.50%	
Families with Disabilities	5,179	18.72%	
Race/ethnicity *(White)*	3,326	12.02%	
Race/ethnicity *(Black)*	13,666	49.39%	
Race/ethnicity *(Hispanic)*	8,636	31.21%	
Race/ethnicity *(Other)*	2,039	7.37%	
Seeking 1BR	14,580	52.70%	
Seeking 2 BR	8,332	30.12%	
Seeking 3 BR	3,644	13.17%	

Housing Needs of Families on the Public Housing Waiting List			
Seeking 4 BR	979	3.54%	
Seeking 5 BR	122	0.44%	
Seeking 5+ BR	10	0.04%	

Is the waiting list closed (select one)? ☒ No ☐ Only certain waiting lists are currently opened.

If yes: Only certain waiting lists remain closed since 01/15/2024.

HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)? 17 MONTHS FOR CERTAIN WAITING LISTS

Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☒ Yes *for specific site-based waiting lists, depending upon need.*

Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☒ No ☐ Yes

JCHA HCVP Waiting List demographic information is included below as of June 2025.

Housing Needs of Families on the Housing Choice Voucher (Section 8) Program Waiting List			
	# of families	**% of total families**	**Approx. Annual Turnover**
Waiting list total	22,325	100.00%	1,048
Extremely low income <=30% AMI	18,085	81.01%	
Very low income (>30% but <=50% AMI)	3,176	14.23%	
Low income (>50% but <80% AMI)	617	2.76%	
Families with children	No data	No data	
Elderly families	1,556	6.97%	
Families with Disabilities	3,658	16.39%	
Race/ethnicity *(White)*	2,212	9.91%	
Race/ethnicity *(Black)*	8,890	39.82%	
Race/ethnicity *(Hispanic)*	4,902	21.96%	
Race/ethnicity *(Other)*	6,321	28.31%	

Housing Needs of Families on the Housing Choice Voucher (Section 8) Program Waiting List
Is the waiting list closed (select one)? ☒ No ☐ Yes *(Currently accepting only 2000 applicants and then waiting list will close. Will remain open for targeted programs like Transitional Housing, etc.)* **HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)?** 0 ***MONTH (SINCE*** **7/2025*)*** Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☒ Yes *for specific project-based waiting lists, depending upon need.* Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☒ Yes *(HOPE VI displacement, graduates of Transitional Housing Program, Homelessness Programs, and other specific targeted programs)*

Strategy for Addressing Housing Needs. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.**

The strategies of the JCHA to maximize the number of affordable units available include the following:

- Employ effective maintenance and management policies to minimize the number of units off-line.
- Employ Force Account Labor to ensure long-standing vacancies in need of significant rehabilitation can be addressed and leased.
- Reduce the turnover time for vacant units.
- Reduce the make-ready time to renovate units.
- Seek replacement of public housing units through mixed-finance developments.
- Seek replacement of public housing units lost through Section 8 replacement housing resources.
- Seek to expand public housing units under the Agency's Faircloth Authority.
- Maintain Section 8 Housing Choice Voucher lease-up rates by establishing payment standards of up to 100% of fair market rent so that families can find suitable affordable housing to rent.
- Maintain and increase Section 8 lease-up rates by regularly marketing the program to prospective landlords through effective outreach.
- Maintain and increase Section 8 Housing Choice Voucher lease-up rates by effectively screening Section 8 applicants to increase owner participation in the program.
- Participate in the Consolidated Plan development process to ensure coordination with broader community strategies.

- Promote program integrity to ensure only eligible and responsible families participate in public and assisted housing programs.
- Preserve and improve assisted housing by aligning it with the broader housing market through Transforming Rental Assistance (TRA) activities by encouraging a mix of incomes, uses, tenant choice and mobility.
- Apply for additional Section 8 Housing Choice Vouchers should they become available.
- Leverage affordable housing resources in the community through the creation of mixed-finance housing.
- Pursue housing resources in addition to public housing or Section 8 tenant-based assistance.
- Utilize Section 8 Housing Choice Vouchers for project-based assistance program. Utilize "operating subsidy-only mechanism" for new housing developments.
- Adopt rent policies to support and encourage work.
- Employ admissions preferences aimed at families who are working.
- Apply for special-purpose vouchers targeting elderly and disabled families.
- Provide assisted living services at existing elderly developments and develop new elderly-only developments.
- Carry out modifications needed in public housing based on the Section 504 Needs Assessment for public housing.
- Provide homeownership opportunities for persons in need of accessible units. Provide Section 8 project-based assistance to programs that provide accessible units.
- Affirmatively market to races/ethnicities shown to have disproportionate housing needs.
- Implement and monitor ongoing Energy Performance Contract to improve energy efficiency at Public Housing AMPs.
- Continue to make management, financial and operational improvements that will result in a Standard Performer designation.

JERSEY CITY HOUSING AUTHORITY

2026 ANNUAL PLAN

ATTACHMENT F

2026 ACOP, Lease Agreement

& Addendums

ADMISSION & CONTINUED OCCUPANCY POLICY

(ACOP)

Jersey City Housing Authority

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

ADMISSION & CONTINUED OCCUPANCY POLICY (ACOP)

Jersey City Housing Authority
Building Communities...Creating Opportunities...Transforming Lives

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CHAPTER 1: OVERVIEW OF THE PROGRAM AND PLAN

1.1 MISSION STATEMENT

The Jersey City Housing Authority's (JCHA) mission is 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.

1.2 OVERVIEW AND PURPOSE OF THE POLICY

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

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

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

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

1.3 CONTENTS OF THE POLICY

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

- The organization of the Waiting List and how families are selected and offered available units, including any JCHA admission preferences, procedures for removing applicant

names from the Waiting List, and procedures for closing and reopening JCHA Waiting List;
- Transfer policies and the circumstances under which a transfer would take precedence over a new admission;
- Standards for determining eligibility, suitability for tenancy, and the size and type of the apartment needed;
- Procedures for verifying the information the family has provided;
- The method for achieving deconcentration of poverty and income-mixing of Public Housing developments;
- Policies concerning payment by a family to JCHA of amounts the family owes JCHA;
- Interim redeterminations of family income and composition;
- Policies regarding community service requirements; and
- Policies and rules about safety and ownership of pets in Public Housing at JCHA.

1.4 UPDATING THE POLICY

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

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

2.1 OVERVIEW

Federal law prohibits discrimination in housing on the basis of 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:

a. Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex; **24 CFR § 1, 100, 107 and 146**;

b. Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spells out forms of prohibited discrimination; **24 CFR § 100;**

c. Executive Order 11063 as amended by Executive Order 12259;

d. Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities; **24 CFR § 8**;

e. Age Discrimination Act of 1975, which establishes certain rights of the elderly; **24 CFR § 146**;

f. Title II of the Americans with Disabilities Act and the Fair Housing Amendments. Title II deals with common areas and public space, not living units;

g. HUD's Equal Access Rule, which requires equal access to HUD programs without regard to a person's actual or perceived sexual orientation, gender identity, or marital status; **77 F.R. 5661**;

h. 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; and

i. Any applicable State laws or local ordinances, including, but not limited to, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.

2.2 NONDISCRIMINATION

1. JCHA shall not discriminate on the basis of any protected characteristic, including race, color, national origin, sex, religion, familial status, gender identity, sexual orientation, marital status or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land that is part of a development under 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 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.

2.3 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)

2.4 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.

2.5 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.

CHAPTER 3: REASONABLE ACCOMMODATION POLICY

3.1 OVERVIEW

The Jersey City Housing Authority ("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.

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; the Regional Offices of the JCHA; 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, from the JCHA's website at http://www.jerseycityha.org.

3.2 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)[1]; Title II of the Americans with Disabilities Act of 1990 (ADA)[2]; the Fair Housing Act of 1968, as amended (Fair Housing Act)[3]; the Architectural Barriers Act of 1968[4], and the respective implementing regulations for each Act.

3.3 CRITERIA

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

[1] 29 U.S.C. § 794; 24 C.F.R. Part 8.
[2] 42 U.S.C. §§ 12101 et seq.
[3] 42 U.S.C. §§ 3601-20; 24 C.F.R. Part 100.
[4] 42 U.S.C. §§ 4151-4157.

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

Eligible requests for reasonable accommodation will be granted, provided that the accommodation will not create an "undue financial and administrative burden" or a fundamental alteration in the nature of the program for JCHA. 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.

3.4 PERSON WITH A DISABILITY

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, 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.

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.

To be a disability 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.

3.5 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) 706-4745 (phone)
(201) 706-4845 (fax)
For Teletypewriter (TTY) or Telecommunications Relay Service (TRS), dial 711
Section504@jcha.us

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.

3.6 REASONABLE ACCOMMODATION

A person with a disability may request a reasonable accommodation at any time during the application process, residency in public housing, or participation in the Housing Choice Voucher and Moderate Rehabilitation Programs of JCHA. The individual, JCHA staff or any person identified by the individual, must reduce all requests to writing. The JCHA will provide a Request for Reasonable Accommodation Form to document these requests.

Reasonable accommodation methods or actions that may be appropriate for a particular program and individual may be found to be inappropriate for another program or individual. The decision to approve or deny a request for a reasonable accommodation is made on a case-

by-case basis and takes into consideration the disability and the needs of the individual as well as the nature of the program or activity in which the individual seeks to participate.

There are no limitations on how many times a person with a disability may request a reasonable accommodation. A person with a disability may need to make additional requests as their needs change. A Reasonable Accommodation will allow an applicant or resident with a disability to meet essential requirements of tenancy; it does not require JCHA to reduce or waive essential eligibility or residency requirements. JCHA is not required to allow an individual to participate in its housing program when an individual poses a direct threat to the health or safety of others[5].

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

(a) Making a unit, part of a unit or public and common use element accessible for the head of household or a household member with a disability who is on the lease;
(b) Permitting a family to have a service or assistance animal necessary to assist a family member with a disability;
(c) Allowing a live-in aide to reside in an appropriate JCHA unit;
(d) Transferring a resident to a larger size unit to provide a separate bedroom for a person with a disability;
(e) Transferring a resident to a unit on a lower level or a unit that is completely on one level;
(f) Making documents available in large type, computer disc or Braille;
(g) Allowing qualified sign language interpreters for applicant or resident meetings with JCHA staff; or at resident meetings;
(h) Installing strobe type flashing lights and other such equipment for a family member with a hearing impairment;
(i) Permitting an outside agency or other adult to assist a resident or an applicant in meeting screening criteria or meeting essential lease obligations;
(j) Permitting requests for extensions of Housing Choice Vouchers if there is a difficulty in locating a unit with suitable accessible features or otherwise appropriate for the family;
(k) As a reasonable accommodation for a family member with a disability, the JCHA may approve a request to rent from a family member and/or the JCHA may approve a request for exception payment standard amounts under the Housing Choice Voucher Program in accordance with 24 C.F.R. §§ 8.28 and 982.504 (b); and
(l) Allowing a service dog or assistance animal in the unit due to a disability-related need.

[5] 24 C.F.R. § 9.131 (a) (b) (c)

3.7 VERIFICATION OF REASONABLE ACCOMMODATION REQUEST

JCHA may request documentation of the need for a Reasonable Accommodation as identified on the Family Request for Reasonable Accommodation and Verification of Need for Reasonable Accommodation Forms. In addition, JCHA may request that the individual provide suggested reasonable accommodations.

The JCHA may verify a person's disability only to the extent necessary to ensure that individuals who have requested a reasonable accommodation have a disability-based need for the requested accommodation.

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

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

(a) Physician;
(b) Licensed health professional;
(c) Professional representing a social service agency;
(d) Disability agency or clinic; or
(e) Reliable third party who is in a position to know about the individual's disability and may also provide verification of a disability.

Upon receipt, the resident's Asset Manager, including private management companies operating on behalf of JCHA, will forward the recommendation, including all supporting documentation, to the JCHA's Section 504/ADA Coordinator.

3.8 DENIAL OF REASONABLE ACCOMMODATION REQUESTS

Requested accommodations must be based upon a disability-related need and will not be approved if one of the following would occur as a result:

(a) A violation of Federal and/or local law;
(b) A fundamental alteration in the nature of the JCHA public housing program;
(c) An undue financial and administrative burden on JCHA;
(d) A structurally infeasible alteration; or
(e) An alteration requiring the removal or alteration of a load-bearing structural support.

If the accommodation is denied, the resident will be notified of the reasons for denial. In addition, the notification of the denial will also provide the resident with information regarding JCHA's HUD-approved Grievance Procedures.

3.9 SERVICE DOGS AND ASSISTANCE ANIMALS

Under applicable laws, JCHA residents with disabilities are permitted to have service dogs or assistance animals, if such animals are necessary as a reasonable accommodation for their disabilities. JCHA residents or applicants who need an assistance animal or service dog as a reasonable accommodation must request the accommodation in accordance with the reasonable accommodation policy, section 3.1 et seq.

Service and assistance animals are legally distinct from pets, which are covered by section 16.1 et seq. Assistance animals and service animals are not subject to the fee requirements of JCHA's Pet Policy.

Assistance Animals:

An **assistance animal** works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. For purposes of reasonable accommodation requests, neither the Fair Housing Act nor Section 504 requires an assistance animal to be individually trained or certified.

Service Animals:

A **service animal** is a dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition. Emotional support animals are expressly precluded from qualifying as service animals under the ADA.

An assistance animal or service dog will not be denied access unless:

1) the animal is out of control and its handler does not take effective action to control it;
2) the animal is not house-broken (i.e. trained so that, absent illness or accident, the animal controls its waste elimination); or
3) the animal poses a direct threat to the health or safety of others that cannot be eliminated or reduced to an acceptable level by a reasonable modification to other policies, practices, and procedures. If the JCHA enables a resident to have a service dog or assistance animal as a reasonable accommodation, the resident must sign the *Service and Assistance Animal Policy and Agreement*, which verifies the disability-related need for the animal and outlines the resident's responsibilities for keeping the animal in the unit.

3.10 RIGHT TO APPEAL/GRIEVANCE PROCESS

(1) The public housing applicant or resident may file a complaint in accordance with JCHA's HUD-approved Grievance Procedure following a formal determination by the JCHA's 504 Coordinator.

(2) The Housing Choice Voucher and Moderate Rehabilitation Program participant and applicant complainant may file a complaint in accordance with JCHA's HUD-approved Grievance Procedure following a formal determination by the JCHA's 504 Coordinator.

(3) An applicant or resident may, at any time, exercise their right to appeal a JCHA decision through the local HUD office or the U.S. Department of Justice. Individuals may contact the local HUD office at:

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
Newark Field Office
One Newark Center 1085 Raymond Boulevard, 13th Floor
Newark, New Jersey 07102
Phone: (973) 622-7900
Fax: (973) 645-2323
TTD:(973) 645-3298

CHAPTER 4: ELIGIBILITY & SUITABILITY

4.1 OVERVIEW

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

4.2 BASIC ELIGIBILITY CRITERIA

An applicant (individual or family) is potentially qualified for a public housing unit if he or she meets all of the following criteria:

1. Is a family, as defined in HUD Regulations;[6]

2. Has an annual income at the time of admission that either does not exceed the income limits for occupancy established by HUD, and if applicable, does not exceed the income limits established by the Internal Revenue Service (IRS) for public housing units which are also Low-Income Housing Tax Credit (LIHTC) units or for public housing homeownership developments, is within the approved income range. Income Limits are posted separately in JCHA management offices;

3. Does not own real estate property suitable for occupancy.

4. Provides a Social Security number for all family members or can document and certify that they do not have Social Security numbers;

5. Is a head of household in which all members of the household who receive assistance are either citizens or eligible immigrants; and

    i. Is a head of household and each family member, who is at least 18 years of age and legally competent, shall sign one or more consent forms, or other materials necessary to complete or verify the family's eligibility for housing assistance.

[6] Family – Two or more persons regularly living together, related by blood, marriage, adoption, guardianship or operation of law and will live together in JCHA housing; OR two or more persons who are not so related, but are regularly living together, can verify shared income or resources, and will live together in JCHA housing. The term family also includes: elderly family, disabled family, single persons, a foster care arrangement, or a kinship care arrangement. Other persons, including members temporarily absent, may be considered a part of the applicant family's household if they are living or will live regularly with the family. Live-in aides are considered part of the applicant's household; however, live-in aides are not considered family members and have no right of tenancy.

Meeting the above eligibility requirements does NOT in itself entitle an applicant to public housing eligibility with the JCHA. All applicants must meet the Applicant Selection criteria, which are used to determine if an applicant will make a suitable tenant, as stated in other provisions in this Section and in other relevant sections of the ACOP.

4.3 SPLIT FAMILIES – WHILE ON THE WAITING LIST

In the case where an applicant family on the waiting list splits into two (2), or more, otherwise eligible families and the new families claim the Public Housing application, the JCHA will take the following factors into consideration when making a determination as to which family should be entitled to the application:

1. Which family unit retains the children. If there are no children, disabled or elderly status will be considered;
2. Any court or legal determination, including the role of domestic violence in the split; and
3. Recommendations of social service agencies or qualified professionals, such as protective services for children.

In the case where the households are equally qualified, the application will be retained by the individual who originally submitted the Public Housing application, e.g., listed as the head of household.

In the case of a deceased head of household, applicable factors noted above will be taken into consideration when making a determination as to which family member should be entitled to the application. Only another adult on the existing application may take over as head of household. If there are no other adults on the application, JCHA, may on a case-by-case basis, allow another adult to become the head of household if there are minor children and if the other adult can prove legal custody of the minor children.

4.4 RELINQUISHING AN APPLICATION

On occasion, applicants have concluded they no longer require a public housing apartment with the JCHA, and request to have their application for assistance relinquished to a family member. The JCHA will only relinquish applications under the following circumstances:

1. The application will only be relinquished to an immediate family member of an applicant;
2. The family member must have been listed on the original application, and
3. 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 age of consent.

4.5 LIVE-IN AIDES

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

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

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

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

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

The screening process includes but not limited to:

- Conducting a criminal background check
- Checking the sexual offender database
- Checking ELITE to verify that the person does not currently owe rent or other amounts to the JCHA or the HCVP/Section 8 Program
- Checking EIV to make sure the person has not committed any fraud in connection with any federal housing program.

As per 24 CFR 982.316 (b) at any time, the PHA may refuse to approve a particular person as a live-in aide, or may withdraw such approval, if:

1. The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
2. The person commits drug-related criminal activity or violent criminal activity; or
3. The person 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.

Relatives are not automatically excluded as live-in aides as long as they meet all the requirements stated above and qualify. HUD now allows a live-in aide's family member(s) to

reside in the unit, provided the presence of the live-in aide's family does not overcrowd the unit.

4.6 INCOME LIMITS

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

- *Low-income family*. A family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size.

- *Very low-income family*. A family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size.

- *Extremely low-income family*. A family whose annual income does not exceed 30 percent of the median income for the area or the federal poverty level, adjusted for family size.

4.7 CITIZENSHIP OR IMMIGRATION STATUS

At least one family member must be a citizen, national, or non-citizen with eligible immigration status in order for the family to qualify for any level of assistance. Each family member must declare whether the individual is a citizen, a national, an eligible non-citizen or an ineligible non-citizen. **[24 CFR 5.508]**

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

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

4.8 MIXED FAMILIES

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

Once a mixed family has exceeded the over-income limit for 24 consecutive months, the family will either have their tenancy terminated or they must pay the alternative rent as a non-public housing over-income family. The JCHA has adopted a non-termination policy for over-income families. See Section 12.13 herein regarding over-income families generally. Mixed families will be subject to this general rule, and the mixed family shall be permitted to pay the alternative rent pursuant to 24 CFR 5.520(d)(1). The mixed family must not receive prorated assistance. Instead, the family must pay the full alternative rent amount.

4.9 INELIGIBLE FAMILIES

JCHA will not provide assistance to a family before the verification of at least one family member as a citizen, national, or eligible non-citizen. **[24 CFR 5.512(a)**] When JCHA determines that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, the family will be sent a written notice of the determination.

The notice will explain the reasons for the denial of assistance and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS), or to request an informal review with JCHA. The informal review with JCHA may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process. The notice must also inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the informal review process.

Informal review policies are set forth in the ACOP.

4.10 TIME FRAME FOR DETERMINATION OF CITIZENSHIP STATUS

JCHA will verify the status of applicants at the time other eligibility factors are determined. For new occupants joining the resident family JCHA must verify status at the first interim or regular recertification following the person's occupancy, whichever comes first. If an individual qualifies for a time extension for the submission of required documents, JCHA must grant such an extension for no more than 30 days. **[24 CFR 5.508(h)]**

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

4.11 SOCIAL SECURITY NUMBERS

Per HUD Notice PIH 2012- 10 (HA) all applicants and participants are required to disclose their assigned Social Security Numbers, except for:

- Individuals who do not contend eligible immigration status will NOT have an SSN to disclose. If otherwise eligible to participate in the program, the family should be admitted into the program or continue receiving assistance (see note below)
- Residents 62 years of age and older as of 1/31/10;
- Individuals who have previously disclosed a valid SSN.

Note: If the household member does not have an SSN, the JCHA must generate an alternate identification number. The JCHA must access the Tenant ID Management Module in HIP to generate this number. This is necessary when:

- A family member does not have an SSN (e.g., because they have an ineligible immigration status) and assistance is prorated to exclude that individual from receiving assistance; and
- When the JCHA temporarily cannot verify the SSN, an alternate ID will also be required (24 CFR 5.216(h)(2).

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

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

4.12 PHOTO ID

To ensure that JCHA has the ability to identify all residents who are 18 years old or older, all families will be required to provide valid photo identification for all persons 18 years old or older (not just the head of household), State, local or government issued photo identification will be required at admission or upon addition to a household. Existing JCHA residents who turn 18 years old must provide photo identification at the household's next annual recertification.

4.13 TIME FRAME TO SUBMIT DOCUMENTS

- Applicants must submit required SS number documentation prior to admission. When an applicant reaches the top of the waiting list, the applicant will have 90 days to submit SS number documentation. An extension of one additional 90-day period must be granted if the PHA determines that, in its discretion, the applicant's failure to comply was due to

circumstances that could not reasonably have been foreseen and were outside of the control of the applicant.

- Participants who contend eligible immigration status and who have not previously disclosed a valid SSN must do so at their next annual or interim recert and within 90 days of JCHA request.

- JCHAs may grant an additional 90-day period, if there are unforeseen circumstances beyond the family's control that prevent the family from complying with the SSN requirements

4.13.1 PENALTIES FOR FAILURE TO DISCLOSE SOCIAL SECURITY NUMBERS

Applicants: Denial of assistance
- No admission into program
- After 90-day period (or 2nd 90-day extension period), JCHA may remove family from the waiting list

Participants: Termination of assistance
- Termination of tenancy
- Termination of assistance and tenancy

4.13.2 VERIFICATION OF SOCIAL SECURITY NUMBERS (SSN)

The JCHA requires that each family member prior to admission (except non-eligible family members in mixed families) must provide their 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.

The family 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.

4.14 FAMILY CONSENT TO RELEASE OF INFORMATION

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

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

4.15 APPLICANT SCREENING CRITERIA

All applicants will be screened by the JCHA in accordance with HUD's regulations **(24 CFR Part 960)** and sound management practices. The JCHA will require applicants to demonstrate the ability to comply with essential provisions of the lease.

Applicants must demonstrate through an assessment of objective information of current and past behavior, the ability to:

1. Pay rent and other charges as required by the lease;
2. Use facilities, equipment and utilities for reasonable purposes;
3. Care for and avoid damaging the unit and common areas;
4. Create no health or safety hazards;
5. Not interfere with the rights and peaceful enjoyment of others, and avoid damaging the property of other residents; and
6. Not engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff or acts of domestic violence, dating violence or stalking; and not to engage in drug-related criminal activity, including illegal use of a controlled substance subject to the requirements of the New Jersey Fair Chance in Housing Act.
7. Assume responsibilities of a homeowner (where applicable), e.g. maintenance of property, financial obligations.

4.15.1 CONDUCT AND BEHAVIOR

Information to be considered in completing applicant screening shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application in prior and present housing. The history of applicant conduct and behavior must demonstrate that applicants can be expected not to:

1. Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare;
2. Adversely affect the physical environment or financial stability of the project; or
3. Violate the terms and conditions of the Public Housing Residential Lease Agreement.

In accordance with Public Law 104-120, the Housing Opportunity Program Extension Act of 1996, Section 9 and provisions of the QHWRA, the JCHA adopts the following screening procedures to ensure that every newly admitted resident can be expected to comply with the basic rules of tenancy:

4.16 CONSIDERATION OF CIRCUMSTANCES

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

Subject to the requirements of federal and state law and regulations, including the New Jersey Fair Chance in Housing Act, the JCHA will consider evidence of criminal activity especially violent crimes and other crimes that would pose a threat to the life, health, safety or peaceful enjoyment of residents in determining an applicant's eligibility/suitability for tenancy. Applications will be considered on a case-by-case basis where applicants or family members have such criminal histories. The JCHA may deny occupancy to any family whose head, spouse or 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.

Federal law under VAWA gives the JCHA the right to deny occupancy of a person who engages in acts of domestic violence, dating violence, sexual assault, or stalking as long as the household member who is the victim of such activities is not penalized in the process.

4.16.1 BACKGROUND CHECKS AND ARREST RECORDS

Federal law 42 USCS 1437 (q), gives the JCHA the right, and the obligation to request from the proper federal, state, and local law enforcement authorities, records of any, and all criminal arrests and/or convictions of all applicants for tenancy as well as for all members of any applicant's proposed household, who are at least 18 years of age.

Pursuant to New Jersey's Fair Chance in Housing Act (FCHA), JCHA shall not require an applicant to complete any housing application that includes any inquiries regarding an applicant's criminal record prior to the provision of a conditional offer, except that JCHA will consider whether an applicant has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing, and whether the applicant is subject to a lifetime registration requirement under a State sex offender registration program (N.J.S.A. 46:8-52). These exceptions are in accordance with HUD's mandatory prohibitions cited in section 4.17 below.

A criminal background check and a State Sex Offender Registration verification will be requested on each adult member of the applicant's household to the extent allowed by state and local law. The JCHA will utilize criminal background and Sex Offender Registration checks through the Dru Sjodin National Sex Offender Website (http:**//www.nsopw.gov),** National Crime Information Center, NJ State Police, the Jersey City Police Dept., the Hudson County Prosecutors Office ***or*** the State Sex Offender Registration Program, as available, to determine whether the applicant or other adult members of the household has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing and whether the applicant is subject to a lifetime registration requirement under a State sex offender registration program either before or after a family is determined presumptively eligible i.e., financial, rent credit history, citizenship and landlord verification are completed.

After the issuance of a conditional offer, pursuant to the FCHA, the JCHA will review the criminal record of the applicant and each adult member of the household except that the JCHA will not consider any of the following types of criminal records: arrests or charges that have not resulted in criminal convictions; expunged convictions; vacated or otherwise legally nullified convictions; juvenile adjudications of delinquency; and records that have been sealed. As required by the FCHA, the JCHA will only consider a criminal record in the applicant's history or that of any adult member of household 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.

JCHA may withdraw a conditional offer based on an applicant's criminal record only if the JCHA determines, by preponderance of the evidence, that the withdrawal is necessary to fulfill a substantial, legitimate, and nondiscriminatory interest.

If JCHA withdraws a conditional offer, the JCHA shall provide the applicant with written notification that includes, with specificity, the reason(s) for the withdrawal of the conditional offer and an opportunity to timely appeal the denial by providing evidence to the JCHA demonstrating inaccuracies within the applicant's criminal record or evidence of rehabilitation or other mitigating factors.

To protect the privacy of such applicants and their household members, the JCHA shall adhere to the following guidelines in requesting, using, retaining, disseminating and destroying such records:

1. All requests for criminal records will require that such records be forwarded to a specific custodian designated by the Executive Director or designee usually the Applicant Selection Supervisor for Public Housing or in the case of mixed finance developments, the private-sector Management Company. All such requests to law enforcement agencies shall include a return envelope specifically addressed to that Custodian which will also bear a stamp marking such as “Personal and Confidential”.
2. Upon receipt, all such criminal records shall be kept in a specifically designated secure area, separate from all other application materials. The custodian will control dissemination of all records and will ensure that all reference copies are kept in the secure area.
3. Any records disseminated shall be used solely for the purpose of evaluating the eligibility/suitability of an applicant. Upon completion of authorized use, all such records shall be returned to the person designated by the Executive Director or designee as the Custodian of said records. Upon a decision being rendered as to an applicant’s suitability/eligibility, and the completion of any hearing or appeal resulting from such decision, all such criminal conviction records shall be destroyed by the designated Custodian of said records. Destruction of criminal conviction records will be accomplished by shredding the documents. Disciplinary action shall be taken against any JCHA staff found to be in violation of these aforementioned guidelines.
4. If the JCHA determines that an applicant or any member of the applicant’s household is or was, during the three (3) year period preceding the date when the applicant would otherwise be selected for admission, engaged in any drug-related or violent criminal activity or other criminal activity which would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other residents, the JCHA may deny admission. However, JCHA may admit the household if the household provides evidence that, and the JCHA determines that, the household member who engaged in the criminal activity that would lead to denial has

successfully completed a supervised drug rehabilitation program approved by the JCHA; or circumstances that would lead to denial no longer exist (for example, the household member who engage in the criminal activity is no longer part of the household).

5. In the event the JCHA rejects an applicant's position that a record of criminal conviction is either inaccurate or irrelevant, based on evidence of rehabilitation, or some other basis, the applicant may request a written explanation of the basis for the JCHA's decision which will be provided within a reasonable time period. An applicant may appeal the JCHA's decision by requesting an informal review.
6. If adverse information is obtained on any member, the JCHA will review the conviction record with the head of household and the member who is the subject of its negative response. The review will focus on the seriousness and recentness of the criminal activity for violent crimes, drug related activities or other crimes that would pose a threat to the life, health, or peaceful environment of residents.
7. If an appeal is made and held, immediately after the hearing is concluded or the period for requesting an appeal and hearing has expired without a request from the applicant, all documentation of the conviction record will be destroyed in accordance with the records confidentiality procedure.
8. JCHA will ensure that adverse admissions 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 tenancy and JCHA has sufficient evidence other than the fact of arrest that the individual engaged in the conduct. The conduct, not the arrest, will be the relevant factor for admissions and tenancy determination. Reliable evidence of a conviction may be the basis for determining that disqualifying conduct occurred. (PIH NOTICE 2015-19)

4.16.2 HOME VISITS

The JCHA may make appropriate applicant and transfer (inter & intra) home visits. If the result of the home visit shows that the applicant does not demonstrate the capacity or willingness to abide by lease terms, then the applicant will not be eligible for placement.

4.17 DENIAL OF ASSISTANCE PURSUANT TO FEDERAL LAW/REGULATION

The JCHA is responsible for screening family behavior and suitability for tenancy. According to HUD regulation, the JCHA may reject an applicant on evidence of any of the following:

Criminal Conduct: Subject to the requirements of the New Jersey Fair Chance in Housing Act, history of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property and other criminal acts including that which could be expected to adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or development. Such criminal activity also includes, but is not limited to: weapons possession, murder, assault, rape, robbery, burglary, arson, vandalism or other crimes against persons or property. (See Policy regarding Criminal Activity.)

Ineligibility of Dangerous Sex Offenders: The JCHA shall prohibit admission to Public Housing for any household that includes any individual who is subject to a lifetime registration requirement under a State Sex Offender Registration Program. The JCHA must perform necessary criminal history background checks in the State of New Jersey and in other States where household members are known to have resided.

Drug or Alcohol Abuse: The Extension Act of 1996, 42 USC §1437n, requires exclusion of any applicant the JCHA determines is illegally using a controlled substance, or has reasonable cause to believe that such person's use, or pattern of illegal use or pattern of abuse of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. Federal law requires that JCHA deny admission for life to anyone who has been convicted of manufacturing or producing methamphetamine in a public housing or Section 8 property. Additionally, 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)

Debt Owed to the JCHA or Other Housing Assistance Program: Evidence that the applicant owes rent, damages or other fees or charges in connection with a prior tenancy in Public Housing, Section 8 rental assistance or other housing assistance program.

Drug-Related Evictions: In accordance with 24 CFR 960.204, the JCHA will deny occupancy eligibility to applicants who have been evicted from any federally assisted housing programs within the past three years because of drug-related criminal activity. The JCHA may consider whether (i) the evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the PHA; or (ii) the circumstances leading to the eviction no longer exist (for example, the household member who engaged in criminal activity is no longer a member of the household).

Other Evictions. Evidence that any member of the family has been evicted from federally assisted housing in the last five years.

Misrepresentation or Fraud: Evidence that the applicant provided false information on the application form or verification documents or provided false information in an Applicant Selection interview. Examples of the most serious types of misrepresentation include false information about the applicant's family composition, age or disability status, priority/preference status or income.

Misrepresentation or false statements about the applicant's tenant history may also be the basis for rejection, e.g., failure to report a prior eviction in response to a direct question or identifying someone as a previous landlord who is not the property owner.

4.18 OTHER GROUNDS FOR DENIAL OF ASSISTANCE

The JCHA may use discretion in considering to reject an applicant on evidence of any of the following:

Inability to Carry Out Lease Obligations: An applicant is unable to demonstrate the willingness or ability to comply with the terms of the lease, either alone or with assistance that they can demonstrate they have or will have at the time of admission.[7]

Failure to Meet Financial Obligations: History of neglect of financial obligations, including rent, utility bills, loan payments, child support or alimony obligations, or other financial obligations.

Tenancy Problems: History of non-payment or chronic late payment of rent, damage to rented premises, illegal subletting, unsanitary housekeeping, disturbance of neighbors or other violations of the conditions of tenancy.

Abusive or Threatening Behavior: the JCHA may deny admission to an applicant who have engaged in or threatened abusive or violent behavior toward JCHA personnel, including verbal, as well as physical abuse or violence or threatening gestures or verbal comments that communicate an intent to abuse or commit violence.

In accordance with the Violence Against Women Act, criminal activity directly relating to domestic violence, dating violence or stalking, engaged in by a member of the household shall not be cause to deny admission to the member who is the victim.

[7] The applicant may utilize medical care, homemakers or other services to satisfy this requirement. The JCHA will only reject applicants who fail to perform necessary functions, with or without assistance.

Asset Limitation for New Admissions: 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. (24 CFR 5.618 and PIH Notice 2023-27).

The JCHA will determine net family assets and anticipated income earned from assets at new admission based solely on a family self-certification that their net family assets are equal to or less than $50,000.

The JCHA must deny admission of an applicant family for the following:

- Net family assets that exceed $100,000 (adjusted annually for inflation); and/or
- The family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell (based on laws of the state or locality in which the property is located), real property that is suitable for occupancy by the family as a residence.

4.19 CONSIDERATION OF CIRCUMSTANCES

JCHA will consider all relevant circumstances when deciding whether to deny admission based on a family's past history except in the situations for which denial of admission is mandated. **[24 CFR960.203(c)(3) and (d)] and N.J.S.A. 46:8-52.**

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

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

4.20 INFORMAL REVIEW

The JCHA will only reject applicants for ineligibility or failure to meet applicant selection criteria. In accordance with federal regulations, applicants who are determined to be ineligible will be informed of the ineligibility and given the opportunity to request an Informal Review of the decision. An Informal Review will provide the applicant the chance to furnish evidence to dispute information the JCHA relied upon to determine his/her ineligibility.

4.20.1 NOTICE OF DENIAL OF ELIGIBILITY

1. When an applicant is determined to be ineligible for admission, the JCHA will notify the applicant by letter containing the basis for the determination, and stating that the applicant may request in writing**,** an informal review of the decision within ten (10) business days of the denial.
2. The applicant may request within 30 days of the letter of ineligibility that JCHA provide the applicant a copy of all information JCHA relied upon in considering the applicant, including criminal records. Within 10 days of receipt of a timely request, JCHA will provide such documents to the applicant at no charge.
3. Applicants requesting an informal review will be scheduled within the 20-day period following the request. Applicants who fail to schedule an appointment within the time allotted will give up their right to an informal review.

4.20.2 REMOVAL OF A FAMILY MEMBER'S NAME FROM THE APPLICATION

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

For other criminal activity, the JCHA may permit the family to exclude the culpable family members as a condition of eligibility. [24 CFR 960.203(c)(3)(i)].

4.20.3 RIGHTS OF THE APPLICANT

1. Prior to the scheduled review, an applicant may call to set up an appointment to view his/her file and request copies of any information leading to the rejection. At this time, the applicant must notify the Applicant Selection of his/her intent to have a representative accompany him/her.
2. During the informal review, the pre-approved representative(s) may help present evidence refuting the grounds for rejection.

4.20.4 THE INFORMAL REVIEW PROCESS

1. The Applicant Selection Manager or designee who did not participate in the decision to reject the applicant will conduct the informal review.
2. The outcome of the review will be based strictly on the evidence presented by the applicant.
3. If additional information is required from the applicant, it must be submitted within ten (10) days of the informal review.

4.20.5 FINAL DETERMINATION

1. If it is determined that evidence presented during the informal review reverses the ineligibility determination, the applicant will be re-instated and retain his/her original place on the public housing waiting list.
2. If evidence presented does not reverse the initial determination, the applicant's name will be removed from the waiting list.

CHAPTER 5: APPLICATIONS, WAITING LIST & APPLICANT SELECTION

5.1 OVERVIEW

The Jersey City Housing Authority (JCHA) has adopted Site-Based Waiting Lists for all of its public housing sites (existing and new) in order to:

- Create a broader income and source of income mix at each development. (Each site will be better able to market its particular assets attracting a more economically diverse eligible applicant pool.)
- Reduce dependence upon declining federal operating subsidies. (Better economic mix will yield higher rents and less federal dependency.)
- Enhance potential for broad racial/ethnic mix, from within broader income mix.
- Facilitate site-by-site outreach and marketing of particular site assets to attract applicants who have not traditionally applied to public housing.
- Provide a more effective, efficient and less costly Applicant Selection and Assignment process and results.
- Improve prospects for exploring and better assessing alternative management approaches, including private and asset management.
- Facilitate marketability and selection of prospective homeowners for its homeownership designated community (currently Dwight Street Homes).

5.2 APPLYING FOR ASSISTANCE

The JCHA has implemented site-based waiting lists for all its conventional and elderly-designated sites. Applications for admission to any and all conventional JCHA sites will be accepted via the online process on the JCHA website at jerseycityha.myhousing.com/account/login when there are openings of a waiting list(s). See Chapter 21 for information pertaining to mixed finance developments.

Applicants can be placed on any JCHA waiting list they qualify for. There will be no steering, suggestion or pressure to accept a particular site. Except for emergencies, vacancies will be offered to applicants eligible for new admissions. If the Housing Choice Voucher (Section 8) waiting list is open when a person applies for Public Housing, the applicant may also apply for that Program.

5.3 APPLICATION PROCESSING

In accordance with HUD Handbook 7465.1 REV 2, prior to placing a family on the waiting list, or admitting a family as a tenant, the JCHA must obtain an application from the household. Applications for open conventional public housing waiting lists are available on the JCHA website at jerseycityha.myhousing.com/account/login. See Section 21.0 for information pertaining to mixed finance developments.

In order for the JCHA to determine whether a family meets the conditions for admission, a complete application must be submitted on jerseycityha.myhousing.com/account/login and must be digitally signed by an adult member of the family who will be the Head of Household who is at least 18 years old and legally competent. The application must contain all requested data and information. Incomplete applications will not be processed, and applicants will be prompted to provide missing information. Formal dates of application receipt will only be given to complete applications.

- All applications are considered received as of the date and time of the successful completion unless a computerized random selection method is used. In that case, the applications will be assigned a random lottery number.

- The JCHA reviews all applications for completeness and checks against the JCHA's computer records for duplicate applications and for former JCHA residents who are indebted (moved out owing rent) to the Authority. Applicants who owe outstanding debt to the JCHA or another federally assisted housing program may not be accepted until the outstanding debt is paid.

- A preliminary review of the application determines the applicant's prospective elderly/family status, preference category, the required bedroom size and other eligibility criteria. In accordance with the Violence Against Women Reauthorization Act of 2013 (VAWA) and HUD Notice PIH-2017-08, applicants claiming to be or have been a victim of domestic violence, dating violence, stalking, or sexual assault, must provide complete documentation acceptable to the JCHA (i.e., form-HUD 5382, a police report, verification from a medical or social service provider, etc.) within 14 business days of the request in order to qualify for that preference.

- Upon request of an applicant, JCHA will offer assistance (at no cost to them) to applicants with disabilities who require a reasonable accommodation to submit an application. A reasonable accommodation might include reading and explaining material normally handed out to an applicant to be read or filled out. Telecommunications Relay Services for individuals who have a hearing impairment or difficulty with hearing is available by calling 711.

- Upon request of an applicant, JCHA will offer assistance to LEP applicants (at no cost to them) with interpretation and translation support.

- Applications, prior to determination of eligibility or ineligibility, are entered on a chronological basis in a master application listing. Such a listing is maintained on a computer and, at a minimum includes the applicant's name, date of application, race, sex, family size, elderly or disabled/handicapped status, preference category, income and income source.

- Each applicant determined to be prospectively ELIGIBLE can access their application status by registering an account in the Applicant Portal access at https://housing.jerseycityha.org/. The applicant will also be able to see the date and time of his/her placement on the waiting list and prospective preference. See Section 21.0 for information pertaining to mixed finance developments.

- Any applicant determined to be INELIGIBLE is notified that his/her application was not successful, of the determination and the reasons for ineligibility. The applicant is advised of his/her right, upon his/her request within a reasonable time, to an informal hearing on the determination in order to present additional information that should be considered.

- Applicants found ineligible are deleted from the active file. However, these applicants have the opportunity to file a new application should the circumstances for which they were denied admission change at a later date.

- Any information relative to the acceptance or rejection of an applicant is documented and placed in the applicant's inactive file or destroyed in accordance with HUD regulations.

5.4 PLACEMENT ON THE WAITING LIST

Applicants may apply to any site(s) they choose they ***must***, however, select at least one site.

A centralized computer-based system will be used to maintain the waiting lists for conventional public housing and to track the placement of applicants. For applications that have been assigned a random lottery number, they will be ranked in the waiting list by Preference. Applicants will be contacted in accordance with the Preference rankings so that the JCHA can verify eligibility 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 he or she has a Preference that gives priority.

If the JCHA determines that the applicant does not meet the requirement of the Preference definition, the applicant will be placed back on the waiting list to his/her 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.

Site-based waiting lists for mixed-finance sites will be maintained at the individual sites. When the applicant is selected from the waiting list and be offered an apartment, he/she will be offered the next available unit of the appropriate size (for the family composition) at that site.

Once applicants have accepted placement at the site of their choice, their names will be deleted from all other site-based waiting lists on which their names appeared.

If an applicant refuses placement at a particular site for "good cause", that is, a reason acceptable to the JCHA, he/she will be given one (1) additional offer, his/her name will be moved to the bottom of the waiting list for that site, he/she will remain on the waiting lists for all other sites chosen by the applicant. "Good cause" includes, but is not limited to, reasons related to health, proximity to work, school, and childcare for those working or going to school, or if an applicant or family member has been a victim of a crime at that particular site.

If an applicant refuses placement at a particular site without "good cause", his/her name will be removed from the waiting list for that site and will remain on the waiting list for all other sites in which he/she applied. See Section 21.0 for information pertaining to mixed finance developments.

5.5 PREFERENCES

Consistent with the Quality Housing and Work Responsibility Act of 1998 ("QHWRA"), the JCHA is committed to the goal of achieving a greater range of income mix within all of its developments. A very high proportion of JCHA residents are very low-income families. The JCHA will apply its "local preferences" to provide for deconcentration of poverty and for income mixing as encouraged under the QHWRA and in accordance with JCHA Strategic Goals & Annual Plans.

5.5.1 Local Preference Definitions

The JCHA Applicant Selection Department is responsible for ensuring that all selections based on Local Preferences are done fairly and within the general parameters of the provisions of the Quality Housing and Work Responsibility Act of 1998 (QHWRA). Within all Local Preference categories for JCHA-owned family sites, the following definitions will apply:

- A "Victim of a Federally-Declared Disaster" is defined as a person residing in an area where the President has declared that a major disaster or emergency exists, thus activating an array of Federal Programs to assist in the response and recovery effort and as a result the Victim is without permanent housing.

- A "Jersey City resident" is defined as an applicant who lives, works or has been hired to work in Jersey City.

- A "Veteran" is defined as an applicant who has completed at least 90 days of active duty (except veterans discharged earlier for a service-connected disability) in the United States Armed Forces and has a discharge other than dishonorable. This veteran status

extends to spouses, widows, widowers and parents of the military killed during a time of war and certain merchant seamen who served in active, ocean-going service from December 7, 1941 through August 15, 1945.

- A "Victim/Witness" is defined as a person who witnessed 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.

- A "Victim of Domestic Violence" includes "dating violence" and "stalking" and is defined as an individual who was subjected to felony or misdemeanor crimes of violence committed by a person with whom the victim has or had a relationship as defined by Section 40002 (a)(6), (a)(8), and (a)(24) of the Violence Against Women and Justice Department Reauthorization Act of 2005**.**

- "Income Mixing," for the purpose of deconcentration and targeting higher income households is defined in this Section as: 40% of applicants with household incomes between 0% - 30% of the area median income (AMI); 30% of applicants with household incomes between 31% - 50% of the AMI, and; 30% of applicants with household incomes between 51% - 80% of the AMI. Not less than 40% of the units that become available per the PHA fiscal year must be made available for occupancy by extremely low-income families.

5.5.2 Preference

Applicants are selected based on their meeting the qualifications for one of the Local Preferences listed below. The Applicant Selection Dept. monitors the site-based waiting lists to ensure that placements Authority-wide <u>follow the below preferences:</u>

1. Victims of a Federally Declared Disaster
2. Jersey City Resident/Income Mixing
3. Jersey City Resident/Victim Witness or Victim of Domestic Violence
4. Jersey City Resident/Veterans
5. Jersey City Resident
6. Other

Within the Revised preferences, individuals/families requiring a wheelchair accessible unit are offered a vacant wheelchair accessible unit by the appropriate bedroom size before individuals/families that do not require a wheelchair accessible unit.

In accordance with HUD regulations, the JCHA is required to fill 40% of annual vacancies with applicants whose family income is less than 30% of the area median income. Therefore, the

JCHA will continue to assist very low-income families, elderly and disabled individuals and families.

Based on previous experience, the JCHA believes that income mixing will yield the 40% of new admissions being applicants whose income is less than 30% of median income, as required under the QHWRA. If the described deconcentration policies and procedures do not achieve the required percentage of extremely low-income families, the JCHA will skip higher income families on the waiting list to reach extremely low-income families.

Target Assistance for Special Population

Homeless Persons with Case Management Support:

The JCHA has adopted a preference for families/individuals who are homeless as defined by HUD and have been homeless for the last 90 days or more, and who will be receiving regular case management support from a local homeless services, social services, or mental health agency for at least one year after moving into a JCHA public housing apartment. Status will be verified through the agency providing case management. Referrals from county partnerships for future set aside units. In accordance with HUD PIH Notice 2023-13.

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.

Preference for Housing Opportunities for Person 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.

JCHA Employee Housing Preference

The JCHA recognizes that attracting and retaining qualified employees supports the effective delivery of housing services to residents. In accordance with HUD regulations at 24 CFR §960.206 and New Jersey Fair Housing Act requirements, the Authority establishes a limited housing preference for qualified applicants who are current employees of the JCHA, provided such preference is consistent with the Authority's mission, is non-discriminatory, and does not conflict with income targeting or eligibility rules.

For purposes of this section, "employee" means an individual who:

1. Is employed directly by the JCHA in a permanent status for one year; and
2. Works a minimum of 35 hours per week; and
3. Is not an elected official, appointed board member, contractor, or the immediate family member of such persons, unless otherwise required by law.

The Employee Housing Preference is ranked below federally required preferences (e.g., involuntary displacement, homelessness, veterans) and above general applicants without a preference. Within the Employee Housing Preference category, selection will be made in date/time order of application.

This preference shall be applied as follows:

- Current eligible employees must have completed at least 12 months of continuous employment with the Housing Authority.
- The preference shall not exceed 5% of total annual admissions.
- Applies only to initial admission to the Public Housing Program.
- Employees must meet all other eligibility and suitability criteria.
- The preference shall not result in a disparate impact on any protected class under the Fair Housing Act.
- The Housing Authority shall monitor and report annually on the use of this preference to ensure compliance with fair housing requirements.

Preference For Non-Public Housing Over-Income Families

As defined in 24 CFR 960.206 (b)(6) a Non-Public Housing Over Income family, remaining in their apartment and paying the alternative rent as defined in 12.13 herein, maybe readmitted into the public housing program if they once again become an eligible low-income family as defined in 24 CFR 5.603(b) and reapply to the public housing program. The JCHA Waiting List

policy is amended to give that family preference on the Waiting List for their particular site. While waiting to be readmitted, the family will remain in their unit and pay the alternative rent. Upon readmission, the family will be subject to all rules and regulations guiding the JCHA public housing program.

Dwight Street Homes Two-Family Homeownership Program

***Income Targeting**:* Families with incomes between 65% - 80% of median income with Local Preferences as follows:

1. Initial Selection

1. Public Housing Residents.
2. Jersey City Residents
3. All Other Applicants.

2. Homeownership Eligibility Criteria

After ranking the applicants by the above Local Preferences, the second phase of the applicant process will be based on re-ranking applicants from the initial selection process based on meeting all of the following Homeownership Eligibility Criteria:

- First time home-buyer (i.e. does not presently own a residence or owns a residence which will be sold prior to purchase of a Dwight Street Home).
- Has completed self-sufficiency or job training program or meets equivalent standards of economic self-sufficiency, such as employment experience.
- Agrees to complete homeownership counseling/training program.
- Credit history sufficient to qualify for a mortgage loan or can be qualified for a loan within six months to a year.

5.6 CLOSING AND OPENING THE WAITING LIST

The Jersey City Housing Authority will update and purge its waiting lists periodically (usually every five years) to ensure continued interest by the applicants, and to obtain current information pertaining to applicant's address, family composition, income, and preference. See Section 21.0 for information pertaining to mixed finance developments.

5.6.1 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The JCHA will only remove an applicant's name from the waiting list under the following circumstances:

- The applicant requests in writing that his/her name be removed from the waiting list.
- The applicant does not meet either the eligibility or suitability criteria as set forth in this policy.
- The applicant has failed to respond to two (2) JCHA written or emailed communications regarding failure to comply with application update or applicant interview. 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 the applicant did not respond due to "good cause", the JCHA will reinstate the applicant with the original date. If a letter is returned with a forwarding address, it will be forwarded to the address indicated.
- If an email is undeliverable, the applicant will be mailed a written withdrawal letter and the steps outlined above will be followed.
- The JCHA has made reasonable efforts to contact the applicant to schedule interviews necessary to complete the application process and the applicant fails to respond; or the applicant fails to respond to requests for information necessary to process the application.

Applicants who fail to keep a scheduled interview or appointment or who fail to respond to the JCHA concerning information necessary to process the application or to maintain the waiting list, will be notified in writing and via email that he/she has ten (10) working days in which to reschedule the interview, or in which to provide the requested information. Applicants who fail to respond or comply with the JCHA's requirements will be removed from the waiting list.

Consideration will be given if "good cause" exists, such as health problems, prevented an applicant from contacting the JCHA, if such is demonstrated within a reasonable period. Any decisions made to withdraw the applications of persons with disabilities are subject to "Reasonable Accommodation" considerations.

In accordance with 24 CFR 5.359(a) An applicant for tenancy in a project for the elderly or persons with disabilities may reject a unit offered by JCHA if the unit is in close proximity to a dwelling unit in which an existing tenant of the project owns or keeps a common household pet. An applicant's rejection of a unit under this section shall not adversely affect his or her application for tenancy in the project, including (but not limited to) his or her position on the project waiting list or qualification for any tenant selection preference.

However, per 24 CFR 5.359 (b), JCHA is not required to provide alternate dwelling units to existing residents because of the proximity of common household pets to a particular unit or the presence of such pets in the project.

If an applicant's failure to respond to the JCHA's attempts to contact him/her is related to the disability, and verification is submitted and approved by the JCHA, the application will be reinstated to its former place on the waiting list.

5.6.2 CLOSING THE WAITING LIST

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

JCHA will make assessments, as deemed necessary, to determine the need to close the Waiting List. If the number of applicants on the Waiting List is equal to or greater than the average number of move-ins over a two-year period, taking into consideration apartment refusal rates, the Waiting List may be closed. When the Waiting List is closed, in whole or in part, JCHA will not maintain a list of individuals who wish to be notified when the Waiting List is re-opened.

5.6.3 OPENING THE WAITING LIST

The JCHA may open specific site-based waiting lists depending upon need. If the number of applicants on the Waiting List drops below the average number of move-ins over a two-year period, taking into account apartment refusals, JCHA may reopen the Waiting List and begin taking new applications.

If the list is only being reopened for certain categories of families, this information will be contained in the notice. The notice will specify where, when, and how applications are to be received. The JCHA will give public notice by publishing the relevant information in suitable media outlets when opening and closing the Waiting List.

5.7 REPORTING CHANGES IN FAMILY CIRCUMSTANCES

While the family is on the Waiting List, the family must inform JCHA of changes in family composition, preference status or contact information, including current residence, mailing address, and phone number. The changes must be submitted by logging into their account in the Applicant Portal access at https://housing.jerseycityha.org/, via email to applicantselection@jcha.us, or in writing to the JCHA Applicant Selection Department.

Changes in an applicant's circumstances while on the Waiting List may affect the family's qualification for a particular bedroom size or entitlement to a preference. When an applicant reports a change that affects his/her placement on the Waiting List, the Waiting List will be updated accordingly. In order to maintain the preference status for which an applicant is selected from the waiting list, applicants must be able to verify their preference at the time of screening.

5.8 REINSTATEMENT TO THE WAITING LIST

If an applicant is removed from the Waiting List for failure to respond and later contacts the JCHA regarding their continued interest in the Public Housing Program, they may be reinstated to the Waiting List if they: 1) contact the JCHA within one calendar year from the date of withdrawal; and 2) can demonstrate their lack of response was due to JCHA error or to circumstances beyond the applicant's control. Reinstatement will be reviewed and determined by the Applicant Selection Manager or his/her designee.

Please Note: Reinstatement will be denied if any documents and/or information submitted by the applicant for consideration of reinstatement are found to be false.

5.9 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 6: OCCUPANCY STANDARDS & APARTMENT OFFERS

6.1 OVERVIEW

It is the JCHA's policy that units will be occupied by families of the appropriate size. These standards will preserve units from excessive wear and tear, prevent overcrowding and under-utilization of units.

6.2 DETERMINING APARTMENT SIZE

In determining the appropriate number of bedrooms for a family at initial occupancy, the Authority will use the following guidelines:

Bedroom Size	Minimum Number of Persons	Maximum Number of Persons
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10
6	6	12

For Homeownership and mixed-income townhouse developments, occupancy standards will be based on the following:

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

The above is based on the size of the bedrooms: One (1) or two (2) persons per "master" bedroom and one (1) person for each "secondary" bedroom. In compliance with current local code, only one (1) person per room in room less than 120 square feet.

6.3 LIVING STANDARDS

- The JCHA will allow no more than the maximum number of persons per bedroom as allowed by local Building Standards and HUD criteria.

- It will not be necessary for persons of different generations, persons of the opposite sex, other than husband and wife, to occupy the same bedroom.

- Two household members of the same sex who are less than 17 years of age may share a bedroom, regardless of relationship.

- Parents will have separate bedrooms from their children except that an existing tenant who becomes a single parent may be required to share a bedroom with the child up until the child turns five. A single head of household parent will not be required to share a bedroom with his/her children upon entry into the program.

- Members who are temporarily absent are included in the family composition, provided that the absent member was previously included on the lease and any income earned by the absent member is included in the rent determination. Examples of temporary absent members to be included are members who are in the military service or college students.

- Children whose custody is shared between two parents or guardians may be included in the family composition only if the JCHA receives evidence through Court Order that the amount of time spent by each child in the lease holder's apartment is at least 51% of the time. In cases where parents have joint custody (50/50 custody), the child deduction will be granted to the household of record as evidenced by school records. If the child is not enrolled in school, JCHA will rely on official records from daycare providers, tax records and insurance providers such as Medicaid. The JCHA will review such status annually.

- In a joint custody arrangement, if the minor is in the household less than 183 days per year or if the household does not take the dependent deduction for the child, the minor will be considered to be an eligible guest and not a family member. The JCHA will review such status annually.

- If, after a reasonable time, the placement of foster children in the family appears permanent, the foster children will be considered permanent family members for purposes of occupancy requirement determination.

- No more than two persons will occupy one bedroom.

- The living room or dining room will not be used as a bedroom. An exception may be made for a live-in-aide with prior written approval.

- Single individuals with no other children, who are pregnant or in the process of securing legal custody of any individual under the age of 18 years, constitute a family. An unborn child will not be counted as a person in determining unit size.

- A live-in aide may be assigned a bedroom. Single elderly or disabled residents must submit a written request for a live-in aide with appropriate verification of a medical condition and receive JCHA approval for the live-in aide prior to the aide living in the unit. The single elderly or disabled resident may then be placed on a transfer list for the appropriately sized bedroom unit.

6.4 VERIFICATION PROCEDURE

In evaluating an applicant's suitability for tenancy, the JCHA will review the following information received from:

- The applicant by means of interviews;
- Present and former landlords, or housing providers;
- Employers;
- Family caseworkers, parole officers, court records, drug treatment centers, clinics, physicians, clergy;
- Background checks through the Jersey City Police Department or other local, State and/or federal law enforcement agencies;
- Landlord record services and/or credit checks;
- Other agencies, as appropriate.

The JCHA will not charge any applicant for processing the application, credit checks or police background checks.

6.4.1 METHODS OF VERIFICATION

Annual Income*:* One of the most important factors in determining a family's eligibility for housing and among the most likely to be subject to misrepresentation or error is household income. The JCHA must establish adequate methods of verifying income (including applicable deductions and exemptions) which may include:

- Third-party verification through an employer or public agency (with an appropriate release), or
- Review of documentation provided by the family, such as benefit checks, income tax returns, or
- Third-party oral information with a record kept in the file.

Assets: When verifying assets, the JCHA will obtain a minimum of one (1) account statement to verify the balance and any interest on accounts. Verification of savings and checking accounts from banks and savings and loan institutions, local government assessed values, tax returns, etc. are acceptable evidence of assets.

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.

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 PHA will assess the list to determine if any of the items are necessary personal property. The PHA will make a determination as to each item identified, based on HUD (or JCHA) 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

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.

Family Size and Composition: The JCHA initially relies on the declarations of the applicant related to family size, composition, and the relationship among the family members.

Age of Family Members: Proof of age is necessary when it is the sole factor determining senior citizen eligibility or minor exemptions.

Displacement Status: Written verification of displacement may be obtained from reported source of displacement.

Citizenship or Eligible Immigration Status: Verification of citizenship or eligible immigration status shall be carried out in accordance with 24 CFR § Part 5, using the Immigration and Naturalization Service's (INS) SAVE system and, if appropriate, a manual search of INS records.

The JCHA records shall include either copies of the verifying documents or a notation by the JCHA employee responsible for their review. The JCHA may not copy checks issued by the United States Government. Rather, written verification from the source of income, a copy of the stub accompanying the check stating the gross income or completion of a form by the JCHA showing the check number, gross amount, payer and payee is acceptable documentation of income.

6.5. PROCESSING APARTMENT OFFERS

- When a prospective offer of placement, in accordance with JCHA preferences and selection criteria, will be made to an applicant family in the relatively near future, they will be scheduled for an interview to verify eligibility, as described in Section 8 of this policy.

- If the applicant family meets eligibility standards, the JCHA ascertains qualifying preference (see Section 5.7 and 5.8). If the applicant family qualifies with a preference, the JCHA will conduct appropriate background checks to determine if the applicant will make a suitable resident.

- Once an applicant family meets and passes the JCHA's eligibility and suitability criteria, and "qualifies with a preference", a meeting will be scheduled with the Asset Manager.

- The primary function of JCHA Applicant Screening is to ensure that no applicant is determined to be eligible who will be a threat to or jeopardize the health, safety or welfare or right to peaceful enjoyment of the premises of current JCHA residents. Applicants will also be informed of our expectations of a public housing resident as well as services and programs offered through the JCHA.

- While awaiting an offer of a unit, approved applications are filed by bedroom size required, and in accordance with JCHA applicant selection criteria, including local preferences and application dates.

- While awaiting an offer of a unit, applicants must continue to meet qualifying preferences at the time of unit offer.

- Assignments to available units will comply with procedures outlined in Section 12 of this policy. See Section 21.0 for information pertaining to mixed finance developments.

6.6. GOOD CAUSE FOR APARTMENT REFUSAL

If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents "good cause" that acceptance of the offer of a suitable vacancy will result in undue hardship not related to considerations of race, color, sex, religion or national origin, the applicant will not be dropped to the bottom of the list. Examples of "good cause" for refusal of an offer include, but are not limited to:

- The unit is not ready for move-in at the time of the offer of housing. "Ready for move-in" means the unit has no Uniform Physical Conditions Standards (UPCS) deficiencies and is broom clean. If an applicant refuses a unit because it is not ready for move-in, the applicant will be offered the next unit that is ready for move-in and that has the proper size bedrooms for the household composition;

- Inaccessibility to source of employment, education, or job training, children's day care, or educational program for children with disabilities so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;

- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on the final application) or live-in aide necessary to the care of the principal household member;

- The unit has lead paint and the family has children under the age of seven;

- The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move;

- An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing;

- An applicant for tenancy in a project for the elderly or persons with disabilities may reject a unit offered by a project owner if the unit is in close proximity to a dwelling

unit in which an existing tenant of the project owns or keeps a common household pet (§ 5.359); or

- The JCHA has HUD-approved site-based waiting lists and the offer is not for one of the sites the applicant has selected.

If good cause is verified, the refusal of the offer shall not require that the applicant be dropped to the bottom of the waiting list or otherwise affect the family's position on the waiting list. The JCHA will maintain a record of units offered, including location, date, and circumstance of each offer, and each acceptance or refusal, including the reason for the refusal.

6.7. LEASING & INITIAL OCCUPANCY

After being determined eligible for public housing assistance and being selected according to the JCHA's Applicant Selection and Assignment Policy described above, the family is referred to the Asset Manager of the development where the family has been assigned an apartment. The family will be required to sign a lease for a term of twelve (12) months. The lease will become effective no later than three (3) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is later. The lease is automatically renewable for successive years unless properly terminated according to the lease terms and the laws of the State of New Jersey.

Prior to signing the lease, the Head of Household and any other adult family members may be required to attend an Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, utility allowances if applicable, the schedule of routine maintenance charges, Statement of Housekeeping Standards, Disclosure of Information on Lead-Based Paint and Hazards, and a Site resident handbook if applicable. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority staff. The certification will be filed in the resident's file.

The Head of Household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be given to the Head of Household and the JCHA will retain the original executed lease resident's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

CHAPTER 7: INCOME AND ADJUSTED INCOME

7.1 OVERVIEW

Federal Housing laws and U.S. Department of Housing and Urban Development (HUD) rules determine how public housing family's rents are set, as described in Section 9 of this policy. In most cases rent is based on the income of the household. Exceptions to income-based rents include the use of flat rents, minimum rents as described in Section 9, and the Income Exclusion Policy (see Section 7.3a).

To determine annual income, the JCHA counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the JCHA subtracts all allowable deductions (allowances) to determine the Total Tenant Payment (rent). All income is to be verified pursuant to Section 8.0. The following sections describe how annual income is determined.

7.2 ANNUAL INCOME

Annual income includes all amounts received from all sources by each member of the family who is 18 years of age or older (even if temporarily absent), the head of household, or spouse of the head of household, in addition to unearned income received by or on behalf of each dependent who is under 18 years of age. (24 CFR §§ 5.609(a)(1)–(a)(2); and 891.105).

Annual income also includes all actual anticipated income from assets even if the asset is excluded from net family assets but the income from the asset is not otherwise excluded. Imputed returns on net family assets are included in annual income only when net family assets exceed $50,000 (a figure that is annually adjusted for inflation) and actual asset income cannot be calculated for all assets.

Annual income includes all net income that is temporary, nonrecurring, or sporadic as defined below, or is specifically excluded from income by other federal statute.

Note: Annual income includes "all amounts received," not the amount that a family may be legally entitled to receive but did not. For example, a family's child-support or alimony income must be based on payments received, not the amounts the family is entitled to receive based on any court or agency order. A copy of a court order or other written payment agreement alone may not be sufficient verification of amounts received by a family. However, when a family member's wages or benefits are garnished, levied, or withheldF1 to pay restitution, child support, tax debt, student loan debt, or other applicable debts, PHAs/MFH Owners must use the gross amount of the income, prior to the reduction, to determine a family's annual income.

7.3 ANNUAL INCOME INCLUDES

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

1) go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or

2) Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or

3) are not specifically excluded from annual income.

Annual income includes but is not limited to: **(24 CFR 5.609)**

A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.

C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family.

During the annual reexamination, the JCHA has the discretion to accept a family's declaration that it has total net assets equal to or less than $100,000. If the family submits such a declaration of net assets at or below $50,000, the JCHA does not need to request supporting documentation. Where the family has net family assets in excess of $100,000, acceptable documentation must be submitted in accordance with CFR § 5.618(b). Annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate. HUD will annually publish a passbook rate based on the Federal Deposit Insurance Corporation (FDIC) National Deposit Rate for savings account.

D. 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.

E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)

F. Welfare Assistance:
   1. If the amount of welfare (Temporary Assistance for Needy Families [TANF] or General Assistance [GA]) is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
   2. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.

G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

Annual income includes but is not limited to:

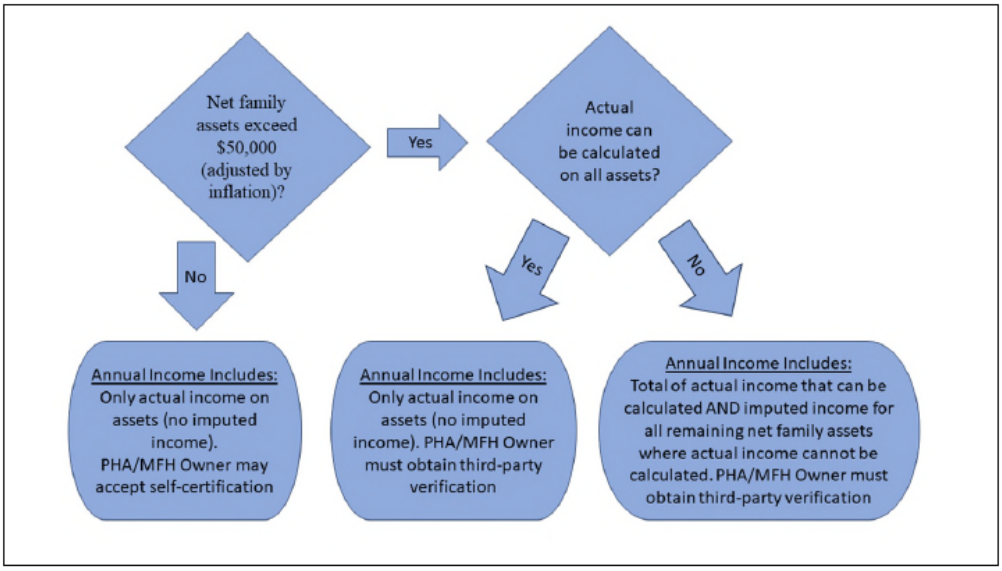
1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

2. The net income from 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 IRS 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;

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for 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;

4. If the Family has Net Family Assets in excess of $50,000, 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. JCHA will establish its own passbook savings rate according to the guidance provided in HUD Notice PIH 2012-29. At the start of each fiscal year, JCHA will review the current Savings National Rate as calculated by the Federal Deposit Insurance Corporation (FDIC). JCHA will then establish a passbook rate by adding 75 basis points (.75 percent) to the current Savings National Rate in effect at the time. At no time will JCHA's passbook rate be less than 0 percent. JCHA will apply this policy to calculate imputed asset income consistently to all applicants and participants;



5. 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 #14 under Income Exclusions for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.];

6. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (See #3 under Income Exclusions concerning treatment of lump-sum additions as Family assets);

7. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;

8. 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; and

9. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See No. 7 under Annual Income Exclusions concerning pay for exposure to hostile fire.)

10. 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).

11. Income earned by Independent Contractor, Day Laborer and Seasonal Worker are to be included even if the source, date and amount of the income varies.

7.4 ANNUAL INCOME EXCLUSIONS

Annual income **does not** include the following:

A. Earned income from employment of children (including foster children) under the age of 18 years;

B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone);

C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;

D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

E. Income of a live-in aide;

F. The full amount of student financial assistance paid directly to the student or to the educational institution. The definition is amended to exclude any financial assistance received for mandatory fees and charges in addition to tuition;

G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

H. Amounts in retirement accounts and educational savings accounts;

H. The amounts received from the following programs are also excluded:

1. Amounts received under training programs funded by HUD;

2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

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, child care, etc.) and that are made solely to allow participation in a specific program;

4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;

5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;

6. Temporary, nonrecurring or sporadic income (including gifts);

7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

8. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse);

9. Adoption assistance payments in excess of $480 per adopted child;

10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:

    a. Comparable Federal, State or local law means a program providing employment training and supportive services that:

        i. Is authorized by a Federal, State or local law;

        ii. Is funded by the Federal, State or local government;

        iii. Is operated or administered by a public agency; and

        iv. Has as its objective to assist participants in acquiring employment skills.

    b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.

    c. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

11. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:

    a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.

    b. Families whose income increases during the participation of a family

member in any family self-sufficiency program.

c. Families who are or were, within 6 months, assisted under a State TANF program.
(While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of the JCHA to provide the exclusion in all cases.)

12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;

13. 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;

14. Amounts received from Medicaid or other state/local programs meant to keep a family member with a disability living at home; or

15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
    a. The value of the allotment of food stamps
    b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
    c. Payments received under the Alaska Native Claims Settlement Act
    d. Income from sub marginal land of the U.S. that is held in trust for certain Indian tribes
    e. Payments made under HHS's Low-Income Energy Assistance Program
    f. Payments received under the Job Training Partnership Act
    g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
    h. The first $2000 per capita received from judgment funds awarded for certain Indian claims
    i. Amount of scholarships awarded under Title IV including Work Study
    j. Payments received under the Older Americans Act of 1965
    k. Payments from Agent Orange Settlement
    l. Payments received under the Maine Indian Claims Act

m. The value of child-care under the Child-Care and Development Block Grant Act of 1990

n. Earned income tax credit refund payments

o. Payments for living expenses under the AmeriCorps Program

p. Any allowance paid to a child suffering from spina bifida who is a child of a Vietnam veteran.

q. Any crime victim compensation as determined by the Victims of Crime Act because of a crime committed against the applicant.

r. Amounts earned by temporary Census employees from employment lasting less than 180 days.

s. 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.)

t. All IRS economic stimulus payments

u. Kinship Care payments

v. Veterans' aide and attendant care

w. Distributions of principal from non-revocable trusts, including Special Needs Trusts

7.5 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

A. Dependent Deduction – an exemption of $480 for each member of the household (other than the Head of Household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student. Adjusted by HUD annually for inflation (CPI-W) and rounded to the next lowest multiple of $25.

B. Elderly/Disabled Household – an exemption of $525 per household. Adjusted by HUD annually for inflation (CPI-W) and rounded to the next lowest multiple of $25.

C. 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 a family member(s), 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.

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. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

1. For non-elderly families and elderly or disabled families without medical expenses; the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

2. For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses.

D. Medical Expense Deduction *(For Elderly and Disabled Families Only)* – is a deduction of unreimbursed Medical Expenses, including insurance premiums, anticipated for the period for which Annual Income is computed.

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. To be considered by the JCHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

1. For Elderly or disabled families without work-related disability expenses – the amount of the deduction shall equal total medical expenses less ten percent (10%) of annual income.

   Families who received medical deduction prior to January 1, 2024, will being receiving the 24-month phased-in relief at their next annual recertification or interim reexamination, whichever occurs first after January 1, 2024. Increase will be phased in over 2 years. -1st 12 months – in excess of 5% of annual income; 2nd 12 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: **[24 CFR 5.611(c)(1)]**.

Table C1: Phased-in Relief Timing

Phased-in Relief Timing	In Excess Threshold Percentage for Families Receiving the Health and Medical Expenses and Reasonable Attendant Care and Auxiliary Apparatus Expense Deduction as of January 1, 2024	Reexamination Type
First annual reexamination or interim reexamination, whichever occurs first on or after the date on which the PHA/MFH Owner implements the phased-in relief.	5 percent	Annual or Interim Reexamination
Twelve months after the 5-percent phase-in began	7.5 percent	Annual Reexamination or Interim Reexamination If no Interim Reexamination is triggered, then the PHA/MFH Owner processes with a non-interim transaction.
Twelve months after the 7.5-percent phase-in began	10 percent	Annual Reexamination or Interim Reexamination If no Interim Reexamination is triggered, then the PHA/MFH Owner processes with a non-interim reexamination transaction.

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 an additional 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.

Note: Hardship exemptions will be available based on need – a 5% threshold applied. The family may use the grievance procedure to appeal the JCHA's determination regarding the hardship.

2. For Elderly or disabled families with both work-related disability expenses and medical expenses – the amount of the deduction is calculated as described in paragraph C (2) above.

E. Child-Care Expenses – a deduction of amounts anticipated to be paid by the family for the care of children under 12 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: a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by the JCHA when the expense is incurred to permit education or to seek employment.

Some examples are child-care expenses paid for infant care, pre-school care and/or care before and after school hours that allows a resident to pursue employment or education. This does not include private school tuition.

A family whose eligibility for the child-care expense deduction is ending may receive a 90 day hardship exemption to continue receiving a child-care expense deduction in certain circumstances when the family no longer has a member that is working, looking for work, or seeking to further their education, and the deduction is necessary because the family is unable to pay their rent.

Family 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.
The family may use the grievance procedure to appeal the JCHA's determination regarding the hardship.

7.6 EARNED INCOME DISALLOWANCE

HOTMA will begin to eliminate the Earned Income Disregard (EID) as of 1/1/2024.

- EID will be available only to families that are eligible for and already participating in the EID program on the effective date of the final rule; no new families may be added after 12/31/2023.
- Families may continue receiving the benefits of EID until the allowed time frame expires on 12/31/2025.

NOTE: Within 2 years from the effective date of the final rule implementation (01/01/26), no family will receive the EID benefit.

7.7 HOUSEHOLD COMPOSITION AND INCOME

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

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

7.8 TEMPORARILY ABSENT FAMILY MEMBERS AND INCOME

The income of family members approved to live in the apartment will be counted, even if the family member is temporarily absent from the apartment. Generally, an individual who is or is expected to be absent from the assisted apartment for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally, an individual who is or is expected to be absent from the assisted apartment for more than 180 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

7.9 ABSENT STUDENTS

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

7.10 ABSENCES DUE TO PLACEMENT IN FOSTER CARE

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

7.11 INDIVIDUALS ABSENT FOR MEDICAL REASONS

An individual who is in a nursing home or hospital on a permanent basis is not considered a family member. If there is a question about the status of a family member, JCHA will request verification from a responsible medical professional and will use this determination in making a decision on whether to remove the family member from the Lease. If a family member is absent from the apartment for medical reasons for more than 180 consecutive days, JCHA will consider this family member permanently absent and will remove the family member from the household. JCHA will review exceptions to this policy on a case-by-case basis.

7.12 SEASONAL OR IRREGULAR INCOME

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

The JCHA will employ the following two calculations methods to determine household income:

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 the 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 other 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 by 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.

7.13 SELF-EMPLOYED/BUSINESS OWNER'S INCOME

People considered to be Self-Employed / Business Owners includes individuals who drive for ride-hailing companies such as UBER and Lyft, taxi owners, independent salespersons e.g. AVON, Pampered Chef, etc.

Their net income is calculated as 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 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 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 return 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.

CHAPTER 8: RENT

8.1 FAMILY CHOICE IN RENTS

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the Formula Method or having their rent set at the Flat Rent amount.

Families who opt for the Flat Rent may request to have a reexamination and return to the Formula-based Method at any time for any of the following reasons:

1. The family's income has decreased.
2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
3. Other circumstances creating a hardship on the family such that the Formula Method would be more financially feasible for the family.

8.2 INCOME BASED RENT CALCULATION

The Total Tenant Payment (TTP) is equal to the highest of either 10% of monthly income or 30% of adjusted monthly income. The family will pay the greater of the Total Tenant Payment or the minimum rent of $50.00, but never more than the Flat Rent. At Berry Gardens, a designated Senior development, the JCHA may, at its discretion, offer a rent of either 10% of the monthly income or 25% of the adjusted monthly income (whichever is higher) for difficult to lease efficiency apartments.

In the case of a family who has qualified for the income exclusion at Section 8.3a, upon the expiration of the 12-month exclusion period described in that Section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

8.3 RESIDENT RENT AND UTILITIES

1. If the family is occupying an apartment that has resident-paid utilities, the utility allowance is subtracted from the TTP. The result of this calculation, if a positive number, is the resident rent.

2. If the TTP is less than the utility allowance, the result of this calculation is a negative number, and is called the utility reimbursement, which JCHA pays directly to the Head of Household. TTP Formula **[24 CFR 5.628]**

3. In developments where JCHA pays all utility bills directly to the utility supplier, Resident Rent Equal Total Tenant Payment. **24 CFR § 5.634**

8.4 MINIMUM RENT

The JCHA has set the minimum rent at $50.00. However, if the family requests a hardship exemption in writing, the JCHA will immediately suspend the minimum rent for the family until it can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

A. A hardship exists in the following circumstances:

   i) When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;

   ii) When the family would be evicted as a result of the imposition of the minimum rent requirement;

   iii) When the income of the family has decreased because of changed circumstances, including loss of employment;

   iv) When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;

   v) When a death has occurred in the family.

B. If the JCHA determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.

C. *Temporary hardship*: If the JCHA reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The JCHA will offer a Repayment Agreement in accordance with Section 10.9 of this policy for any rent not paid during the period of suspension. During the suspension period the JCHA will not evict for nonpayment of the amount of rent owed for the suspension period.

D. *Long-term hardship*: If the JCHA determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists. The JCHA will offer a Repayment Agreement in accordance with Section 10.9 of this policy for any rent not paid during the period of suspension. During the suspension period the JCHA will not evict for nonpayment of the amount of rent owed for the suspension period.

E. *Appeals:* The family may use the grievance procedure to appeal the JCHA's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

8.5 FLAT RENT

The Flat Rent is designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient. For residents who opt for the Flat Rent, only the family composition, the Authorization of Release of Information and compliance with the Community Service Requirement will be required on an annual basis (all deductions will also apply). See Chapter 21 for information pertaining to mixed finance developments.

JCHA will set the flat rental amount for each public housing unit that complies with the requirement that all flat rents be set at no less than 80% of the applicable Fair Market Rent (FMR) adjusted, if necessary, to account for reasonable utilities costs. The new flat rental amount will apply to all new program admissions processed on or after October 1, 2014. The new flat rental amount will also apply to existing residents whether or not they are currently paying flat rent, who move to a new unit with a lease processing date on or after October 1, 2014. Finally, the new flat rental amount will apply to existing residents, not paying flat rent, who on or after October 1, 2014, elect to switch from income-based rent to flat rent.

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

- Multiply the existing flat rental payment by 1.35 and compare that to the updated flat rental amount:
- JCHA will present two rent options to the family as follows:
    - The lower of the product of the calculation and the updated flat rental amount; and
    - The income-based rent.

1. Flat Rents are market-based rents.
2. Flat Rents vary by apartment size and type and also by development location.
3. JCHA will not provide utility reimbursements for families on flat rents. An apartment with resident-paid utilities should have a lower Flat Rent than the same apartment with project-paid utilities.

If the family is responsible for utility payments, the PHA must reduce the rent by the amount of the utility allowance.

8.5.1 DEVELOPING FLAT RENT SCHEDULES

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

- Fair Market Rents issued by HUD for JCHA's jurisdiction as adopted by JCHA's Board of Commissioners

- Rents of non-assisted rental units in the immediate neighborhood
- Whether utilities are resident-paid or project-paid
- Size of JCHA's units compared to non-assisted rental units from the neighborhood
- Age, type of apartment and condition of JCHA's units compared to non-assisted rental units from the neighborhood
- Land use in the surrounding neighborhood
- Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/ job training programs, etc.) at JCHA's properties and in the surrounding neighborhood
- Crime in JCHA's developments and the surrounding neighborhood
- Quality of local schools serving each JCHA development
- Availability of public transportation at each JCHA development
- Availability of accessible units for persons with mobility impairments

In accordance with HUD Notice PIH-2017-23 (HA) and the Interim Flat Rent rule known as "Streamlining Administrative Regulations for Public Housing: Revisions to Public Housing Flat Rents," the New Flat Rent schedule at not less than 80% FMR for the JCHA Public Housing developments, adjusted for Utility Allowance where applicable, is as follows:

SITE	***BEDROOM SIZE***						
	Studio	**1**	**2**	**3**	**4**	**5**	**6**
Marion Gardens		***$1736***	***$1940***	***$2363***	***$2774***	***$3197***	***$3631***
Booker T. Washington		***$2944***	***$3312***	***$4040***	***$4744***		
Hudson Gardens		***$1800***	***$2024***	***$2464***	***$2896***		
Holland Gardens		***$2944***	***$3312***	***$4040***	***$4744***		
Curries Woods Townhomes			***$1788***	***$2179***	***$2558***		
Curries Woods 3 New Heckman Drive		***$1664***	***$1872***	***$2280***			
Berry Gardens 72/82 Danforth Ave	***$1568***	***$1584***					
Berry Gardens 92 Danforth & 199 Ocean Ave.	***$1632***	***$1664***	***$1872***				
Thomas J. Stewart Apartments	***$2824***	***$2864***					
Dwight Street Homes				***$2075***	***$2432***		
Webb Apartments		**$1635**	**$1818**	***$2215***			

8.5.2 ANNUAL UPDATE OF FLAT RENTS

JCHA shall review the Flat Rent structure and Fair Market Rents annually and adjust the rents as needed. Annual flat rent increases will be limited to 35 percent of the existing flat rent amount. Per HUD regulation, no other phase-in schedules will apply. Where applicable, increases to bring the JCHA's existing flat rent up to 80% of the FMR, will be phased in.

1. Flat Rents may either be increased or decreased based on the fair market rents and FMRs for JCHA's jurisdiction.

2. When a resident chooses Flat Rent, his/her rent shall be adjusted only at the next annual rent update reexamination/ recertification rather than at the point the Flat Rent may change. Changes to Flat Rents, up or down, will not affect families paying Flat Rent until their next annual rent update, at which time the family will be given the choice of switching back to income-based rent or of remaining on Flat Rent at the current (most recently adjusted) Flat Rent for their apartment [PH Occ GB, pp.137-138].

3. As flat rent updates will be determined annually, based on changes to Fair Market Rents (FMR), and resident rent updates will occur on the annual rent update anniversary, there may be times that residents on flat rent are paying more or less than 80% of the Fair Market Rent, depending on the change to the FMR.

8.6 CHOICE OF RENT

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

The rent choice option is not available to Non-Public Housing Over-Income families (24 CFR 960.253; see ACOP Section 12.13 Over Income Families). PHAs have no discretion when it comes to the rent for Non-Public Housing Over-Income families. Once the grace period ends, the family is given the option to remain in a public housing unit but is required to pay the alternative rent as determined in accordance with 24 CFR 960.102. Non-Public Housing Over-Income families must not be given the choice of flat rent, income-based or prorated-rent.

8.7 RENTS AND MIXED FAMILIES

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

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

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The JCHA will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the JCHA will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The methodology for calculating public housing rents for mixed families has been revised by HUD to use the established flat rent applicable to the units.

Under this rule, PHAs must complete the following steps:

Step 1. Determine the TTP in accordance with 24 CFR 5.628 including the income of any family member who has not established eligible immigration status.

Step 2. Family max rent is equal to the applicable flat rent for the unit size

Step 3. Subtract the TTP from the family max rent resulting in the family max subsidy.

Step 4. Divide the family max subsidy by the # of persons in the family to determine the max subsidy per each member who has citizenship or eligible immigration status resulting in the member max subsidy.

Step 5. Multiply the member max subsidy by the # of family members who have citizenship or eligible immigration status resulting in the eligible subsidy.

Step 6. The mixed family TTP is the max rent minus the mount of eligible subsidy.

Step 7. Subtract any applicable utility allowance from the mixed family TTP resulting in the mixed family tenant rent.

When the mixed family's TTP is greater than the max rent, the PHA must use the TTP as the mixed family TTP.

If the mixed family is permitted to pay the alternative rent then, pursuant to 24 CFR 5.520(d)(1), the mixed family must not receive prorated assistance. Instead, the family must pay the full alternative rent amount.

8.8 RENT PAYMENTS

Rent and other charges are due and payable on or before the first day of the month. Unless otherwise specified, all rents for conventional Public Housing should be paid at or mailed to the Site Management office via check or money order. Reasonable accommodations for this requirement will be made for persons with disabilities. At the JCHA's discretion, rent statements may be provided on a monthly basis. The Head of Household will receive a letter indicating the monthly rent amount upon annual recertification or upon an Interim recertification. Any necessary adjusts to the rent must be made by authorized JCHA staff.

8.8.1 LATE FEES

If the rent is not paid by the tenth of the month, a $50.00 late charge will be assessed to the resident. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and the resident will incur the late charge plus a fee equal to the processing cost. In addition, the JCHA will require future rent payments in the form of money order only.

The late fees will be waived for elderly and disabled Heads of Households who are on a fixed income (i.e., Social Security, Social) and it is the only income in the household if receipt of the income is delayed through no fault of their own.

The JCHA will only accept payments from residents for no less than the amount of rent due. If the Resident is paying the rent after the 10th of the month, the applicable late fee will be added to the total due. If, for any other reason, the resident believes he/she has the right to pay an amount which differs, the resident must discuss it with the Manager. See Section 21.0 for information pertaining to mixed finance developments.

8.9 REPAYMENT AGREEMENTS

When a resident owes the JCHA for outstanding rent or back charges and is unable to pay the balance by the due date, the resident may request that the JCHA allow them to enter into a

Repayment Agreement. The JCHA has the sole discretion of whether to accept such an agreement.

When it has been determined and verified that the Head of Household owes the JCHA rent, whether as a result of under-reporting income or for other reasons, the Head of Household will be required to remit an initial lump-sum payment in the amount of 25% of the total outstanding balance owed upon issuance of a 30-day notice to the resident. Failure to remit this lump-sum payment by the end of the 30-day period will result in legal action to terminate tenancy and collect the entire amount owed.

In either situation, after the initial lump-sum payment, the Head of Household will be required to make 24 regular payments if the balance is $10,000 or less. If the balance is over $10,000, the Head of Household will be required to make 36 regular payments. For those tenants entering into a repayment agreement, the tenant will be responsible to pay the unreported rent by the end of the month to the Manager's Office.

Upon payment of the lump-sum amount as described above, the Head of Household may enter into a Repayment Agreement at the Site Office. The agreement must be signed by the Head of Household, the Asset Manager and the Regional Manager**,** or designee. If the Head of Household fails to make the monthly payments in accordance with the Repayment Agreement, the JCHA will initiate legal action to terminate tenancy and collect the entire amount owed.

The JCHA must allow for repayment agreements for those residents whose rental amount is the minimum rent and who have had their rent abated for a temporary period. See Section 21.0 for information pertaining to mixed finance developments.

8.10 DE MINIMIS ERRORS

As per 24 CFR §§ 5.609(c)(4); 960.257(f); 982.516(f); 882.515(f); and 882.808(i)(5)

A de minimis error is an error where the JCHA determination of family income deviates from the correct income determination by no more than $30 per month in monthly adjusted income ($360 in annual adjusted income) per family. 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.

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. 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 [4 weeks] of becoming aware of the error.

CHAPTER 9: VERIFICATION

9.1 INCOME VERIFICATION

The JCHA will utilize Enterprise Income Verification (EIV) and Upfront Income Verification (UIV) methods to verify income and other available information to determine applicant/resident eligibility for and the level of assistance to be offered in various HUD-assisted housing programs. The data provided in the EIV/UIV system will be protected to ensure the confidentiality and security of applicant/resident information and will be obtained in compliance with HUD regulations found at 24 CFR Parts 5.903, and 960, applicable to the Public Housing Program.

The JCHA will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Once a year, unless otherwise specified, the resident household will be required to provide information regarding family income and household composition in order to establish the household's rent for the following year and to review other occupancy issues. This "re-examination" is usually scheduled at the anniversary of the household's admission to public housing. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible non-citizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance. Compliance with the Community Service and Self-Sufficiency requirement will also be verified. (See also "Eligibility for Continued Occupancy," Chapter 12 section 1, and Community Service, Chapter 15)

9.2 VERIFICATION OF SOCIAL SECURITY NUMBERS

The JCHA requires that each family member prior to admission (except non-eligible family members in mixed families) and residents 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 (24 CFR 5.216(g)(1)(iii)):

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.

- If the tenant's SSN becomes verified in EIV, then no further verification is required.

- If the tenant's SSN fails the SSA identity match, the JCHA must obtain a valid SSN card issued by the SSA or an original document issued by a federal or state government agency that contains the name of the individual and the SSN of the individual, along with other identifying information of the individual. The tenant's assistance must be terminated if they fail to provide the required documentation.

The family 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

9.3 REQUIRED CONSENT – AUTHORIZATION FORMS

All adult members of applicant and resident households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement. Any request for applicant or resident information will not be released unless there is a signed release of information request from the applicant or resident.

Each member of the family, who is at least 18 years of age and each Head of Household and spouse (regardless of age) must sign one or more consent forms. The JCHA must ensure that the appropriate consent form is used to obtain specific information. The HUD forms 9886 and 52675 authorizes HUD and the JCHA to obtain 3rd party verification of the following and:

- Any information or materials from State Wage Information Collection Agencies (SWICA)
- Income information obtained from previous and current employers

The HUD forms 9886-A and 52675 authorizes HUD, only, to obtain 3rd party verification of the following:

- Income information from the Social Security Administration (SSA)
- Income information from the Internal Revenue Service (IRS)

After implementation, once an applicant or participant has signed and submitted the form, they will not need to sign and submit subsequent consent forms except when:

- Anyone 18 years or older becomes a member of the family,
- When a member of the family turns 18 years old, or
- As required by HUD or the PHA in administrative instructions.

The HUD Forms 9886-A and 52675 may not be used to obtain any other information. HUD Form 52675 is used to collect Debts Owed to Public Housing Agencies and Terminations.

9.4 REQUIREMENT FOR 3RD PARTY VERIFICATION

Third party verification is defined as independent verification of income and/or expenses by contacting the individual income/expense source(s) supplied by the family. The verification documents must be supplied directly to the independent source by the JCHA and returned directly to the JCHA from the independent source.

According to the HUD requirement for 3rd party verification, the JCHA must obtain and document 3rd party verification of the following (or document why it was not available):

- Reported family annual income
- The value of assets
- Expenses related to deductions from annual income
- Other factors that affect the determination of adjusted income or income-based rent

Original or authentic documents generated by 3rd party source are required. Documents in possession of the tenant (or applicant) are acceptable, i.e. pay stubs, bank statements, etc. The JCHA may mail, fax or e-mail the verification request form to the independent source. In the event that the independent source does not respond to the JCHA's request for information, the JCHA may pursue oral 3rd party verification.

9.5 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

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

All eligible non-citizens who are 62 years of age or older will also be required to sign a declaration under penalty of perjury and be required to show proof of age prior to being admitted or at the first reexamination, as well as sign a declaration of their status, a verification consent form and provide their original INS documentation. The JCHA will make a copy of the individual's INS documentation and place the copy in the file. The JCHA will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the JCHA will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible non-citizens must be listed on a statement of non-eligible members and the list must be signed by the head of the household. Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members. If no family member is determined to be eligible under this section, the family's eligibility will be denied.

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

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

9.6 VERIFICATION OF INCOME

There are several methods available to verify and document income and assets. The JCHA uses Enterprise Income Verification (EIV) and Upfront Income Verification (UIV) techniques to improve the accuracy and efficiency of the income verification process. EIV/UIV verification is the verification of income, before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals. It is used to obtain information about applicants and residents to determine their eligibility of level of benefits.

The EIV/UIV Policy and Procedures provide for the use of EIV/UIV systems to obtain income information through computer matching, outlines the security measures taken to safeguard confidential information, and authorizes select JCHA staff to utilize EIV/UIV systems.

The following income sources can be verified using EIV/UIV techniques:

- Gross wages and salaries (including overtime pay, commission, fees, tips, bonuses, and other compensation for personal services)
- Unemployment compensation
- Social Security benefits (including Federal and State benefits, Black Lung benefits, and dual benefits such as Social Security (SS) and Supplemental Security Income (SSI)

9.7 SELF-EMPLOYED / BUSINESS OWNERS INCOME VERIFICATION

The JCHA will use Upfront Income Verification (UIV) when verifying income for residents who are self-employed / business owners, e.g., drivers for UBER and Lyft, taxi owners, salespersons (AVON, Pamper Chef, etc.). For individuals who are self-employed / business owners, JCHA will use their Prior Year Tax return to verify the self-certification form filled out by the resident. The resident will provide the first two pages of their tax return showing their gross and net taxable income. No copy of the tax return will be kept on file but a JCHA staff signed verification form will be attached to the resident's self-certification. PIH 2018-18; 24 CFR § 5.609; 24 CFR § 5.234

9.8 AVAILABLE EIV/UIV/IVT METHODS OF VERIFICATION

The JCHA may obtain income verification through the following:

- Computer matching agreements with a federal, state or local government agency or a private agency
- Or submit direct requests for income verification to a federal, state or local government agency or a private agency.

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. HUD requires PHA's to use EIV system in its entirety to verify tenant employment and income information during 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 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

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.

JCHA shall begin with the highest level of verification techniques. The JCHA is required to access the EIV system and obtain an Income Report for each household. The PHA is required to maintain the Income Report in the tenant file along with the form HUD-50058 and other supporting documentation to support income and rent determinations for all mandatory annual reexaminations of family income and composition. If the Income Report does not contain any employment and income information for the family, the JCHA shall attempt the next lower level verification technique, as noted below.

Level	Verification Technique	Ranking
6	**Upfront Income Verification (UIV)** using HUD's Enterprise Income Verification (EIV) system and the Income Validation Tool (IVT) (not available for income verifications of applicants)	**Highest** (Mandatory)
5	**Upfront Income Verification (UIV)** using non-HUD system	**Highest** (Optional)
4	**Written third Party Verification** or EIV + Self-Certification	**High** Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV reported employment and income information **and** is unable to provide acceptable documentation to support dispute)
3	**Written Third Party Verification Form**	**Medium-Low** (Mandatory if written third party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation)
2	**Oral Third-Party Verification**	**Low** (Mandatory if written third party verification is not available)
1	**Tenant Declaration**	**Low** (Use as a last resort when unable to obtain any type of third-party verification) May be used as the highest form of verification when the family reports zero income.

This verification hierarchy applies to income determinations for applicants and participants. However, EIV is not available for verifying income of applicants.

When third party verification cannot be obtained, the JCHA will accept documentation received from the applicant/resident that is dated within 120 days of re-exam effective date the JCHA request date. Hand-carried documentation will be accepted if the JCHA has been unable to obtain third party verification in a 4-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When third party verification cannot be obtained, the JCHA will accept documentation received from the applicant/resident that is dated within 120 days of re-exam effective date the JCHA request date.

When neither third-party verification nor hand-carried verification can be obtained, the JCHA will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

In accordance with HUD regulations, temporary provisions allow for a streamlined process for reexaminations for elderly families and disabled families on fixed incomes when 100 percent of the families' income consists of fixed income. In a streamlined reexamination, the JCHA will recalculate family incomes by applying any published cost of living adjustments to the previously verified income amount. Additionally, for fixed-income sources, a statement dated within the appropriate benefit year is acceptable documentation. (Section J.5 of PIH Notice 2023-27).

The term "fixed income" includes income from:

1. Social Security payments to include Supplemental Security Income (SSI;)
2. Federal, State, local, and private pension plans;
3. Other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic receipts that are of substantially the same amounts from year to year.

In the case of VAWA victims, a **Low-barrier certification process** applies. This 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.

9.9 TIMING OF VERIFICATION

Verification information must be dated within one hundred twenty (120) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes. When an interim reexamination is conducted, the JCHA will only verify and update those elements reported to have changed.

9.10 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible non-citizen status will be verified.

For each family, verification of SS number will be obtained only once. When a family member who did not have a SS number at admission receives a SS number, that number will be verified at the next regular reexamination.

CHAPTER 10: LEASING

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

10.1 GENERAL LEASING POLICIES

1. Apartments will be leased without regard to race, religion, sex, age, national origin, disability and family status. **[24 CFR § 1.4 (b)(i)]**
2. All Public Housing units must be occupied by families whose sole residence is the Public Housing apartment. **[24 CFR § 966.4(3)]**
3. All units must be occupied pursuant to a signed JCHA lease that complies with HUD's regulations. **[24 CFR § 966.4 (d)]**
4. JCHA will not offer nor move a family into an apartment that does not meet basic standards of habitability, including HUD occupancy standards. **[24 CFR § 966.4(c)]**
5. The manager shall provide an explanation of the lease provisions either prior to move-in or at the time of move-in.

10.2 LEASE EXECUTION

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

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

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

a. Disclosure of Information on Lead-Based Paint & Hazards
b. Pet Policy (if applicable)
c. Community Service Policy or Exemption Certification
d. Reasonable Accommodation Policy
e. Criminal Activity Policy
f. Smoke-Free Policy
g. VAWA - Notice of Occupancy Rights and Certification Form (HUD-5382)
h. Window Obstruction and Screens
i. Authorization Release Form (HUD-9886)
j. Enterprise Income Verification (EIV) Form
k. Debts Owed Form (HUD-52675)
l. Asset Certification

m. Model Declaration of Section 214 Status
n. Standard Maintenance Charges
o. Housekeeping Rules
p. Habitual Late Rent Payments as Basis for Eviction
q. Lock/Key Policy
r. Excess Utility Charges
s. Over-Income Families Policy

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

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

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

10.3 "LIVE HERE – LEASE HERE" POLICY

The JCHA will consistently apply the following:

Rigorous enforcement of limiting apartment occupancy to only those family members explicitly approved and formally listed on residential Leases. The JCHA will check occupancy during semi-annual apartment inspections.

Residents will be allowed a one-time leave per year for a maximum of 60 consecutive days for senior citizens or those requesting to travel for medical treatment (must be documented). The JCHA will exercise discretion regarding medical leaves of more than 60 days (see also Chapter 18, section 9).

"Guests" are short-term (i.e., no more than 14 calendar days per year), not permanent boarders. Residents allowing anyone to "live" in Public Housing apartments who is not formally approved for occupancy by JCHA management is a serious violation of the Lease and will be pursued accordingly. Adding new adults to household occupancy prior to explicit, formal management approval is strictly prohibited and a serious violation of the Lease.

10.4 LEASE RENEWAL

The lease is automatically renewable for successive years unless properly terminated according to the lease terms and the laws of the State of New Jersey.

10.5 MODIFICATIONS TO THE LEASE

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

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

10.6 SECURITY DEPOSITS and RESIDENT RESPONSIBILITY

Public housing residents are not required to pay a security deposit. However, residents are fully responsible for the cost of repairing any damages to the unit, equipment, or community property caused by the resident, household members, guests, or pets beyond normal wear and tear. Charges for such damages will be assessed in accordance with the Jersey City Housing Authority's schedule of maintenance charges and are due upon notice.

The Resident Household shall be required to pay reasonable charges for damages beyond ordinary wear and tear caused by the Resident Household members, guests or visitors in accordance with the revised Maintenance Charge Schedule. All charges will be due and owing within 30 days after being invoiced. . Notwithstanding N.J.S.A. 2A:18-61.1 (c) Willful or grossly negligent destruction, damage or injury to the premises.

If the Asset Manager determines that the cause of the damage was beyond the Resident's control, the charge may be waived and the Resident will not be billed. In the case of a charge to the Resident, the Resident Household will have the right to discuss it with the Manage.

10.7 MAINTENANCE CHARGES AND DAMAGES

JCHA will require residents to reimburse JCHA for the cost of repairing any intentional or negligent damages to the dwelling apartment caused by residents, household members or guests. The resident household will be charged an hourly or one-half hourly rate to repair any damage beyond normal wear & tear. The rate charged will reflect total labor cost, including benefits, per the chart below and may be updated periodically:

	½ Hour Rate	**Hourly Rate**
Site Staff		

Foreman	$28	$57
Sr. Maint. Repair	$24	$48
BMW	$19	$39
Skilled Tradesmen	**½ Hour Rate**	**Hourly Rate**
Sr. Electrician	$35	$70
Electrician	$31	$62
Millwright	$31	$62
Oil Burner Mech	$31	$62
Welder	$31	$62
Carpenter	$29	$59
Plumber	$30	$60
Mason/Plasterer	$28	$57
Sewer Cleaner	$25	$51

In addition to the above referenced labor charge, residents will also be charged for the cost of materials needed to repair resident-caused damages per the JCHA's Maintenance Charge list which may be updated to reflect a change in the cost of the material and/or labor. Residents will be charged the actual cost of labor and materials needed to make repairs for any work/items not covered in the Maintenance Charge list.

The JCHA does not have an ownership interest in residents' personal property and cannot be held liable for damages to a resident's personal property unless the JCHA has directly caused the damage. The JCHA is not automatically responsible for damage to a resident's personal property merely by operation of its landlord-tenant relationship. Residents are strongly encouraged to purchase renter's insurance.

10.8 WINDOW GUARD POLICY

The JCHA is required by State law to provide, install and maintain window guards, upon written request by a tenant, in a unit in which a child 10 years of age or younger resides or in building halls above the first floor which are accessible.

Exceptions to the above are that pursuant to State law, no window guards may be installed on windows providing access to a fire escape or which are located on the first floor.

The Resident Household may not remove, tamper with or destroy the window guard and will be charged by the JCHA for any resident-caused damages. The Resident's failure to report the need for repairs to the window guards in a timely manner shall be considered to contribute to any damage that occurs.

10.9 SATELLITE DISH POLICY

Pursuant to the Federal Communications Commission (FCC) regulations, the JCHA shall not deny residents the right to have satellite dishes and other "over-the-air reception devices." However, the resident must submit a written request to the Site Manager and receive JCHA approval prior to installation. Satellite dishes cannot exceed one meter in diameter (3 ft, 3 inches across). The equipment must be professionally mounted and secured in a manner that promotes safety and does not cause damage to units or buildings or cause injury. The equipment may be installed on the exterior of the building but the resident will be responsible to pay for any damages that may occur. It may not be installed on historic buildings, roofs, window frames, fire escapes or other common areas.

10.10 PEST CONTROL ACTIVITIES

JCHA will require that residents comply with pest control activities undertaken by the housing authority. Residents will be required to provide access to the apartment when pest control treatments are scheduled. JCHA will enter any apartment where pest control activities are scheduled and/or needed. Residents are required to complete all pre-treatment activities in their apartments prior to the pest control treatment, such as placing items in plastic bags and storing food items. Pest Control activities must be completed on all units in order for the treatments to be effective. For this reason, this policy will be strictly enforced.

10.11 APARTMENT PAINTING POLICY

The Painting Policy ensures that all units maintain a standard of quality and consistency in appearance.

Summary of process:

1. Submission Request –the head of household must submit a written request to the Asset Manager for approval before painting the unit.
2. Color Approval – the Asset Manager will review and approve the paint color ensure the consistency with the property standards.

3. Inspection – after the painting is completed, the Asset Manager will inspect the unit to ensure that the work complies with the Painting Policy.
4. Reimbursement – after a successful inspection the Asset Manager will process the paint reimbursement on the resident's behalf. The paint reimbursement takes approximately 30 days to process once Accounting receives all the required documents. (i.e. resident request, asset manager's passed inspection and request memo, supervisor's approval).

The apartment walls, ceilings, closets, doors, and window & door trim may be requested to be painted once every three (3) years. The Head of Household must inform the Asset Manager when ALL the above-mentioned interior areas have been painted. The Asset Manager will inspect the unit to ensure that the painting has been completed in accordance with the Painting Policy provisions listed below:

- Water-based latex paint must be used. The paint must be carefully applied to avoid spillage on the floors and interior stairwells. No items or areas other than the walls, ceilings, closets, doors, and window & door trim can be painted (i.e., no paint on appliances, light fixtures, cover plates and switches, smoke detectors, cove base, etc.).

- No dark colors or any other colors that are not approved by the Asset Manager are allowed. The use of textured paint, such as stucco, is prohibited. Residents may NOT apply wallpaper, mirror tiles, wood paneling or any other adhesive product to any surface.

Once the Asset Manager has inspected the apartment and determined that it meets the standards of the Painting Policy as described above, a request will be forwarded to the Supervisor to reimburse the Head of Household according to the schedule of payments by bedroom size listed below:

0 Bedroom (studio apt.)	$175.00
1 (one) Bedroom	$225.00
2 (two) Bedrooms	$275.00
3 (three) Bedrooms	$325.00
4 (four) Bedrooms	$375.00
5 (five) Bedrooms	$425.00
6 (six) Bedrooms	$475.00

JCHA residents living in Senior and/or Disabled Designated Buildings, as well as elderly single residents residing in a family site, can receive a reimbursement of $50 per room painted,

provided all requirements are met and approved by the Asset Manager. Reimbursement will be issued as a check within 30 days after the requirement documents are submitted to finance for processing and will be issued only once within a three (3) five (5) year period per household. After receiving this reimbursement, the head of household will not be eligible for another paint reimbursement for the next three (3) years.

As a general practice, the JCHA will paint the unit prior to occupancy. No household is eligible for paint reimbursement until residing in the unit for three (3) years. or provide paint for the residents to paint themselves. If the JCHA is unable to paint the unit and paint is not available to be provided to the new tenant at initial lease-up, the JCHA will provide paint reimbursement provided the following has been completed and inspected:

Apartment walls, ceilings, closets, doors, and window & door trim must be painted

Head of Household must inform the Asset Manager when ALL the above-mentioned interior areas have been painted.

Asset Manager will inspect the unit to ensure that the painting has been completed in accordance with the Painting Policy provisions.

Painting Assistance Policy:

- Senior residents who are unable to paint their apartment may receive painting assistance from JCHA staff once every three (3) years.
- Disabled residents who are unable to paint their apartment may receive painting assistance from JCHA staff once every three (3) years, upon submitting required documentation as outlined in the JCHA's Reasonable Accommodation Policy.

10.12 SMOKE FREE POLICY

The JCHA's Smoke-Free policy prohibits the use of prohibited tobacco products in all JCHA conventional public housing living units, indoor common areas, administrative office buildings, community rooms or community facilities, public housing daycare centers, and laundry rooms. This policy also applies to outdoor areas within 25 feet from JCHA public housing and administrative office buildings.

Prohibited tobacco products include cigarettes, cigars, pipes, and water pipes (hookahs). Electronic nicotine delivery systems (e.g., e-cigarettes) are not prohibited.

The Asset Manager will investigate complaints about resident smoking in units.

Residents must ensure that members of the tenant's household, tenant's guests, or other person under the tenant's control must not engage in any smoking of specified prohibited

tobacco products in restricted areas, or in other outdoor areas that the JCHA has designated as smoke-free.

Residents must sign the Smoke-Free policy lease addendum as a condition of his/her continuing occupancy. Failure to sign the policy will be considered a material violation of the lease which may result in termination of tenancy.

Under federal law, the use of marijuana remains a crime and as such, it is a violation of JCHA's Criminal Activity Policy. Marijuana is classified as a Schedule 1 substance under the Controlled Substances Act (CSA). 21 U.S.C.A. § 801 et seq. However, the JCHA will not seek to terminate the residency of any tenant due solely to their physician-approved use of medical marijuana. The Smoke Free Policy herein prohibits smoking in each of the above-stated locations at JCHA public housing properties.

Residents found to be in violation of the Smoke Free Policy will receive a written warning and then progressive fines for each additional violation of $15, $25, and $50 for continued violations and/or the termination of tenancy.

10.13 PARKING POLICY

All JCHA owned properties, including parking facilities, are considered private property for the sole use of authorized residents, household members and employees. Parking is prohibited unless authorized by the JCHA.

10.13.1 REQUIREMENTS AND RESTRICTIONS

- Only two parking stickers (or electronic device, where applicable) will be issued to a household or JCHA employee. If more than one adult (Head of Household or other members listed on the Lease) has a vehicle, the parking sticker (electronic device) will be issued to the Head of Household. Vehicles parked without a valid parking permit may be ticketed by the Jersey City Police Department and/or towed at the owner's expense. Parking permits (electronic devices) are non-transferable. Use of the parking permit (electronic device) for a vehicle other than the one it was issued for is a violation of the Policy and of the Lease Agreement and the parking sticker (electronic device) may be revoked.

- Parking spaces may ONLY be available to Residents listed on the Lease Agreement and JCHA employees with vehicles. Exceptions may be made, at the discretion of the JCHA, for emergency, medical and other limited situations on a case-by-case basis.

- There are no "reserved" parking spaces or "rights" to park in any particular space (such as close to one's building, etc.) for resident parking. In general, parking is on a "first

come, first served" basis. There may be "reserved" parking spaces for JCHA employees or commercial tenants to utilize during normal business hours.

- Accessible parking spaces may be designated for Residents and JCHA employees with disabilities, who have a valid Handicapped Parking Permit.

10.13.2 ELIGIBILITY:

In order to be eligible for a parking permit, the Resident must fill out an "Application for Parking Permit" form and:

1. Be a current Resident of the site who is listed on the Lease Agreement
2. Have a valid and current New Jersey State driver's license
3. Have a valid and current New Jersey State inspection sticker for the vehicle
4. Have a valid and current New Jersey State registration for the vehicle in the Resident's name
5. Have proof of current automobile insurance for the vehicle in the Resident's name
6. License, Registration and Insurance must have current address listed. If you transfer from one site to the other, the address on your documents must be the current address where you live.

Note: No parking permit will be issued to a Resident who submits dealer plates. Subject to all the requirements above, residents submitting temporary New Jersey registration and valid insurance may receive a parking permit. Upon receipt of permanent license plates the resident must inform the management office of the new license plate number to be captured in the resident parking policy agreement.

Once eligibility requirements have been met, the Resident will sign a copy of the JCHA Parking Policy and receive a parking permit. A copy of the signed Policy will be given to the Resident and a copy will be placed in the resident file folder. The permit number will be kept in a log at the site along with the driver's license number, license plate number, registration number, make and model of the vehicle, Resident's name, address and date the permit was issued.

10.13.3 EMERGENCIES:

Emergency vehicles will be allowed to enter the site without a parking permit.

10.13.4 VISITOR PARKING:

There is no visitor parking provided on the site. Anyone parking without a valid JCHA-issued parking sticker is subject to receive a summons and may be towed.

10.13.5 ABANDONED/STORED VEHICLES:

Vehicles that are deemed abandoned and/or not roadworthy (i.e., missing tires, flat tires, broken windows, missing mechanical parts, etc.) by the JCHA may be towed from the site. In addition, Residents may not use a parking space to store a vehicle that is not in continuous use, even if the vehicle has a valid parking permit. Vehicles that occupy a parking space for a period of five (5) days or more without being moved may be considered abandoned and may be towed.

In the event that the Resident will be out of town for five (5) or more days (i.e., on vacation, etc.) and the vehicle will be parked on site, the Resident must notify the Asset Manager, in writing, so that the vehicle will not be towed.

10.13.6 RESTRICTED PARKING & LOCAL TRAFFIC LAWS:

Residents are not allowed to park in restricted areas, such as in front of a dumpster or in the central courtyard, even if the vehicle has a valid parking permit. The parking permit does not authorize or excuse illegal parking. Residents must obey all local traffic laws, including rules regarding fire hydrants, parking on sidewalks, handicapped spaces, alternate parking for street-sweeping, etc. or the vehicle may be towed.

The JCHA will not be held responsible for any damage or theft to a vehicle that is parked at or towed from any JCHA site.

NO REPAIRS ARE TO BE PERFORMED ON VEHICLES IN THE PARKING AREAS.

10.13.7 ENFORCEMENT OF POLICY:

Any violation or abuse of the JCHA Parking Policy may result in the parking permit being voided and future parking privileges may be revoked. In addition, Resident Head of Household may be subject to legal action. The JCHA has contracted with a towing company, signs have been posted and notifications sent to all residents. Residents and/or their guests will be responsible for all charges if the vehicle is towed.

10.14 LOCK/KEY POLICY

A. Private Locks: The Resident Household may install private locks on interior or exterior unit doors; however, the JCHA must be provided with a contact name and phone number within 24 hours after the new lock is installed. In the case of an emergency, the JCHA will call the contact person who is required to respond immediately to unlock the door. If there is no response, the

JCHA will break the lock and/or door, if necessary, and the resident will be responsible to pay for the repair.

B. Key Copies: JCHA Residents who require an additional copy of a key must fill out a "Resident/Staff Key Request Form," located in the manager's office. For residents who have lost their keys, the Asset Manager will provide the resident with key(s) that the resident can bring to JCHA's designated locksmith. The quantity of keys to be provided will be limited to the amount approved on the request form. Residents are responsible for bringing the keys to be duplicated to JCHA's designated locksmith and paying the fee for the duplicate copy(ies). JCHA's designated locksmith will only accept request forms that have a raised seal and (2) signatures in blue ink signed by designated JCHA staff (no copies).

C. JCHA Residents may request locks to be changed and will be responsible to pay for this service.

10.15 TRESPASS AND VISITOR BAN POLICY

10.15.1 - Trespassing Prohibited: The purpose of this Policy is to promote the safety, security, well-being, quiet enjoyment and protection of property of all JCHA residents, employees and other persons who have a legitimate purpose on JCHA property. JCHA premises are for the exclusive use of residents, invited guests, and persons with legitimate business. All persons are asked to cooperate with inquiries from JCHA staff and the JCPD regarding their presence or conduct in any building or common areas at the public housing sites. Residents will be held responsible for conduct of their visitors or guests which infringe upon the safe and peaceful enjoyment of the premises of other residents.

10.15.2 - Exclusion of Unauthorized Persons: JCHA property, including but not limited to: apartment buildings, townhouses, common areas, courtyards and property connected to JCHA buildings is not open to the public and is for the sole and exclusive use of JCHA residents, their household members, guests and invitees, JCHA employees, contractors and others authorized by JCHA or having legitimate business on JCHA property. No other persons are permitted on JCHA property and are considered trespassers subject to warning, citation and/or arrest. Persons on JCHA property who are the guests, invitees or otherwise under the control of a resident or resident's household member may be banned from JCHA property for good cause as determined by the JCHA.

10.16 COMMON AREAS POLICY

10.16.1 JCHA POLICY REGARDING COMMON AREAS, INCLUDING DEVELOPMENT GROUNDS AND RECREATIONAL AREAS

JCHA common areas are for the benefit of its residents. Common areas are open spaces within the perimeter of JCHA's property, including the exterior of each unit. It is prohibited for any person to obstruct, damage, or deface any common area, including playgrounds, picnic or barbecue areas, gardens, trees, shrubs, grass or groundcover.

The following activities are prohibited in common areas, including community rooms:

- Posting signs anywhere on JCHA property is prohibited unless permission is granted by the site management office.
- Creating a nuisance or disturbance which threatens and/or impairs the health, safety or right to peaceful enjoyment of the premises by other tenants, housing authority employees, agents of JCHA, or persons residing in the immediate vicinity of the premises. Nuisances may be addressed as a public health nuisance, N.J.S.A. 26:3-45 et seq. (enforced by the local health agency) or as a disorderly persons offense, N.J.S.A. 2C: 33-12 (which is enforced by the local police).
- Rollerblading, bicycle riding, skateboarding, and use of motorized vehicles including electric bicycles/scooters.
- Gambling.
- Consuming alcohol or possessing an open container of alcohol.
- Drug sale, use or possession.
- Using sound amplification devices or any other device which creates a nuisance. Anything injurious to public health may be considered a nuisance, and in the case of noise, this means sounds that are "unreasonably or unnecessarily loud." To safeguard the health and well-being of JCHA residents, JCHA is imposing a noise curfew from 10 p.m. to 7 a.m. mirroring the Jersey City Noise Ordinance. These times will be regarded as quiet hours. [8]
- Littering and illegal dumping.
- Using vehicles on sidewalks, internal roadways, and walkways, basketball courts, except for emergency vehicles and JCHA authorized vehicles.

All persons must comply with specific signs posted throughout the development regarding their use of or conduct in any common area.

10.16.2 UNAUTHORIZED LARGE-SCALE EVENTS ARE PROHIBITED

Unauthorized large-scale outdoor gatherings/events, e.g., block parties, are events that occur on JCHA property without explicit written permission from the JCHA. Here, "large scale" means events with 15 or more persons. These activities are typically advertised through social media, word of mouth and/or flyers. These events attract excessive crowds, cause noise disturbances

[8] Maximum decibel levels for residential properties -- as measured from the property line -- would be capped between 7 a.m. and 10 p.m. at 65 decibels, which is softer than a vacuum cleaner, and between 10 p.m. and 7 a.m. at 50 decibels, which is comparative to normal conversation inside a home. Jersey City Municipal Ordinance § 222-5.2.

to the residents, staff, and local community, and produce excess trash and debris. In furtherance of a JCHA resident's right to safe and peaceful enjoyment of the premises, unauthorized large-scale events are strictly prohibited.

Residents and Resident Councils must request written permission from JCHA prior to holding an outdoor event on-site at least two weeks in advance. Failure to comply with this provision and any resulting activity that causes a disturbance which threatens and/or impairs the health, safety or right to peaceful enjoyment of the premises by other tenants, housing authority employees, agents of JCHA, or persons residing in the immediate vicinity of the premises, will be considered a lease violation which will subject the resident and all other residents who are involved with the event with termination of tenancy. Furthermore, these residents will be liable for any and all damages incurred.

10.16.3 PROHIBITION ON PERSONAL ITEMS IN THE EXTERIOR OF THE UNIT

Storage of personal items outside of the unit or in common areas is strictly prohibited (an exception will be made for townhouse units that are subject to site-specific JCHA House Rules). The exterior of the unit must always remain clean and unobstructed. If JCHA finds personal items stored or placed outside of the unit, those personal items will be removed automatically, without notice, and all costs associated with disposal shall be charged to the Resident. Personal items include but are not limited to bicycles, strollers, boxes, containers, grills, etc. Failure to adhere to this policy constitutes a breach of lease, which is subject to eviction.

10.16.4 INFLATABLE ATTRACTIONS

Inflatable attractions create a nuisance and are a liability on JCHA property. "Inflatable" means an amusement device that incorporates a structural and mechanical system and employs a high strength fabric or film that achieves its strength, shape, and stability by tensioning from internal air pressure. N.J.A.C. 5:14A-1.2. Moon bounces, bounce houses and inflatable slides are classified as inflatable attractions. Unauthorized use of these devices is strictly prohibited. See 10.16.2 for permission.

JCHA will remove the device and/or notify its agents or the City to seize the device. This type of activity constitutes a lease violation subject to eviction. Residents are responsible for any and all costs associated with its removal. If a vendor is involved, JCHA reserves its right to hold the vendor legally accountable for setup and operation of the inflatable attraction, as well as trespass on JCHA property. Both resident and vendor will be liable for damages, injuries and any other harms caused by the inflatable attraction.

10.16.5 WADING POOLS a/k/a "KIDDIE" POOLS & PORTABLE POOLS

Wading Pools and portable pools present the risk of drowning or other submersion incidents. Wading Pools and Portable Pools are strictly prohibited.

A wading pool is a pool that has a water depth of less than two feet and is formed of molded plastic or inflatable parts and can be removed after use. Wading pools are commonly referred to as “kiddie” pools. A portable pool is a prefabricated pool which may be erected at the point of intended use and which may be subsequently disassembled and re-erected at a new location without excavation. This type of activity constitutes a lease violation subject to eviction. As a safety measure, JCHA reserves its right to remove and discard the device should a Resident refuse to comply.

CHAPTER 11: UTILITIES

11.1 OVERVIEW

The JCHA has established, at selected sites, a Utility Allowance **for all metered and resident-paid utilities.** The allowance is based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the JCHA may utilize the "Allowances for Tenant-Furnished Utilities and Other Services" reimbursement schedule published by the State of New Jersey Department of Community Affairs (DCA) and approved by the U.S. Department of Housing and Urban Development (HUD) or a utility allowance schedule based on an Energy Consumption Model in accordance with HUD regulations. The JCHA may also use a combination of these methods to obtain a realistic utility allowance schedule. The schedule is updated on an annual basis.

The utility bill must be in the name of the Head of Household. If the utilities are shut off by the utility provider for an outstanding balance owed, the JCHA will not issue a utility allowance/reimbursement until the utilities have been restored. Upon proof from the resident that the utilities have been restored, the Utility Allowance/reimbursement will resume the following month. No Utility Allowance/reimbursement will be provided during the period that utilities are shut off.

Utility Allowance revisions, based on annual updates to the "Allowance for Tenant-Furnished Utilities and Other Services" schedule, shall become effective on or about the month following the Board Resolution adopting the changes.

For JCHA paid utilities, the JCHA will monitor the utility consumption of each development. Any consumption in excess of the allowance established by the JCHA will be billed to the resident according to the JCHA Excess Utility Charge Policy. See Section 21.0 for information pertaining to mixed finance developments.

Note: No HUD utility allowance is given to Non-Public Housing Over-Income families 24 CFR 960.507 (a)(1)(iv) (see section 12.13, Over-Income Families).

11.2. EXCESS UTILITY CHARGES

For those developments that do not have separate metered utilities and are served by JCHA paid utilities, HUD regulations require the JCHA to "establish schedules of surcharges for indicating additional dollar amounts residents will be required to pay by reason of estimated utility consumption attributable to resident-owned major appliances or to optional functions of PHA-furnished equipment." **[24 CFR 965.506 (b)**] The surcharge schedule is based on

estimated utility consumption costs attributable to reasonable usage of such equipment. Therefore, in order to accommodate resident requests to install extra major appliances (e.g. air conditioners, clothes dryers, freezers, dishwashers, etc.) which significantly add to the JCHA's utility costs, the following schedule of excess utility charges will apply:

THIS POLICY WILL APPLY ONLY TO THOSE BUILDINGS WHERE THE JERSEY CITY HOUSING AUTHORITY PAYS THE UTILITIES.

Appliance	Standard Fee	Fee Senior (Age 62+) and Disabled Heads of House and Minimum Renters
Air Conditioner* (1st Unit)	$20/mo ($100/yr)	$0
Air Conditioner* (Additional Units)	$20/mo ($100/yr)	2nd unit: $5/mo ($25/yr) Additional units: $10/mo ($50/yr)
Clothes Washer	$20/mo ($240/yr)	$10/mo ($120/yr)
Electric Dryer	$5/mo ($60/yr)	$2.50/mo ($30/yr)
Dishwasher	$15/mo ($180/yr)	$7.50/mo ($90/yr)
Deep Freezers	$5/mo ($60/yr)	$2.50/mo ($30/yr)

*Air conditioner charges will only apply from May through September of each year. Residents do not need to remove units when not in use.

Once residents using any of these appliances are identified, JCHA staff will input billing information into the computer system. The amounts being charged will be prorated over a 12-month period and the resident will be invoiced. This schedule of charges may be adjusted periodically to account for changes in utility costs. Residents will be provided a minimum of 30 days' advance notice of any such change in excess utility charges.

During annual inspections, the Asset Manager will note on the inspection form whether the apartment has an air conditioner, clothes washer, electric dryer, dishwasher, or deep freezer and whether the appliance(s) is installed correctly. Those apartments containing such appliances will be assessed in accordance with the latest excess utility schedule.

All air conditioner units must be installed properly and can only be installed in a room with two windows. For rooms with one window, a doctor's note documenting the need for a reasonable accommodation is required to be submitted to the office before installation and as needed on an annual basis.

11.3 REQUESTS FOR RELIEF FROM UTILITY CHARGES

Written requests for relief from surcharges for excess consumption of JCHA purchased utilities or from payment of utility supplier billings in excess of the Utility Allowance for tenant-paid utility costs may be granted by the JCHA on reasonable grounds. Requests may be granted to families that include an elderly member or a member with disabilities. Requests by the family shall be submitted under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to Public Housing and at time of Utility Allowance changes.

11.4 INSTALLATION OF APPLIANCES

All residents whose apartments do not currently contain one of the appliances referenced in this policy must receive the Asset Manager's permission to install an air conditioner, clothes dryer or freezer in the apartment and approval of the size and energy requirements of the appliance(s) prior to purchasing or otherwise acquiring the appliance(s).

In order to assure safety of residents and guests, the installation of all appliances must be inspected and approved by trained site maintenance personnel. Each resident with an installed appliance or who plans to install an appliance covered by this policy is required to notify the Asset Manager in writing and arrange for an inspection of the installation. However, Site Staff will not install appliances.

At sites where no air conditioner outlets are provided, only air conditioning units that have a maximum electric current requirement of 7.5 amps may be installed. At sites where an air conditioner outlet has been provided by the JCHA, only air conditioners that have a maximum electric current requirement of 12.5 amps will be approved for use.

All air conditioners to be installed in windows must be installed with a manufacturer's window kit. If an air conditioner sleeve is provided in the apartment, the air conditioner may only be installed in that location. Where air conditioner sleeves are not provided, air conditioners must be anchored into the wall and must fit into the existing window frame without alterations to the window frame. Air conditioners are not to be installed so that they block access to fire escapes. Air conditioners may not be supported by bricks, wooden boards, cans, cardboard, or any other material.

Only electric clothes dryers may be installed in apartments. No gas clothes dryers are permitted with the exception of the New Curries Woods Townhomes. Dryers are only allowed that can be operated on the household current provided in the apartment. No clothes dryers requiring 22-volt electrical service may be installed in apartments.

All clothes dryers must be vented to the outside using an approved manufacturers vent and will be inspected by the Asset Manager at the annual inspection. The JCHA shall provide a cooking range and a refrigerator for the unit and these appliances are owned by the JCHA. If the resident owns the current refrigerator, they are responsible for repairs. If a new refrigerator is needed, the JCHA will provide it but it stays with the unit if the resident moves. See Section 21.0 for information pertaining to mixed finance developments.

CHAPTER 12: CONTINUED OCCUPANCY

At least annually, the JCHA will conduct a recertification of family circumstances. The results of the recertification determine (1) whether the family is housed in the correct unit size; (2) whether the family has complied with the Community Service/Self-Sufficiency Requirement; 3) whether the family is paying the correct amount of rent; and 4) whether any adult member of the household is a Registered Sex Offender. JCHA has adopted policies concerning the conduct of annual and interim recertifications that are consistent with regulatory requirements. [24 CFR 960.257(c)] Complete verification of the circumstances applicable to rent adjustments must be documented and approved by according to JCHA policies. [24 CFR § 960.259(c)]

12.1 ELIGIBILITY FOR CONTINUED OCCUPANCY

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

1. Qualify as a family as defined in this policy document

2. Live in the type of property appropriate for their family type

3. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease. **[24 CFR § 966.4(f)]**

4. Have Social Security numbers for each family member age six and over. **[24 CFR § 5.216]**

5. Meet HUD standards on citizenship or immigration status or are paying a pro-rated rent. **[24 CFR § 5.508 (b)]**

6. Are in compliance with JCHA's 8 hour per month Community service requirements.

7. Are below the over-income limit for public housing tenancy as described in Section 103 of the Housing Opportunity Through Modernization Act of 2016 (HOTMA): if meeting the criteria for over-income, are paying the alternative rent amount as prescribed by Section 103 of HOTMA.

12.2 REGULAR RECERTIFICATION

Once a year, JCHA will re-examine family composition and apartment size for all resident families. JCHA will reexamine the income of families paying income-based rents once a year and once every three years for families paying flat rents.

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 120 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, JCHA, to the extent reasonable and feasible, will provide notice in an accessible format. 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 JCHA, JCHA will schedule a second appointment.

If the family fails to appear for the second appointment and has not rescheduled or made prior arrangements, JCHA will seek legal remedy to terminate the lease for non-compliance.

Note: No annual or interim recertification are to be conducted for Non-Public Housing Over-Income families.

12.2.1 EFFECTIVE DATE OF RENT CHANGE FOR ANNUAL RECERTIFICATION

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

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

If the family caused the delay by not returning income and asset information in a timely manner, any rent increase will be effective retroactively to the recertification date.

If after repeated requests for submission of <u>all</u> recertification documents by the family, the family has not responded, then the JCHA has the option to seek legal remedy to terminate the lease.

12.3 MISSED APPOINTMENTS/LATE RECERTIFICATION

If the family fails to respond to the letter and/or fails to attend the interview or submit recertification documentation, a second letter will be mailed. The second letter will advise of a new time and date for the interview or deadline to submit documents, allowing for the same considerations for rescheduling and accommodation. The letter will also advise that failure by

the family to attend the second scheduled interview or provide the information requested may result in the JCHA taking eviction actions against the family

12.4 RECERTIFICATION FOR FAMILIES PAYING FLAT RENT

If the family thinks they may want to switch from a Flat Rent to a Formula rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. During the appointment, the JCHA will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

1. JCHA will reexamine the family composition of families paying Flat Rent and compliance with Community Service requirements once a year.

2. JCHA will reexamine the income of families paying Flat Rent once every three years.

3. JCHA will follow the same policy used for scheduling annual recertifications for families paying income-based rent when scheduling the annual updates for families paying Flat Rent.

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

12.5 CRIMINAL RECORD CHECK – CONTINUED OCCUPANCY

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

The JCHA will utilize criminal background and Sex Offender Registrations checks through the Dru Sjokin National Sex Offender website (http://www.nsopw.gov), National Crime Information Center, NJ State Police, the Jersey City Police Dept., the Hudson County Prosecutors Office and/or the State Sex Offender registration program, as available. A criminal background check and a State Sex Offender Registration verification will be requested on each adult member of the resident household to the extent allowed by state and local law.

The Resident Household agrees not to commit any fraud in connection with any Federal housing assistance program and agrees not to receive assistance for the occupancy of any other unit assisted under a Federal housing assistance program during the term of the Lease.

12.6 CHANGE IN HEAD OF HOUSEHOLD

If the Head of Household deceases or permanently leaves the unit for any reason, the remaining family members may continue to occupy the unit if there is at least one household member living in the unit and listed on the Lease (not a Live-In Aide) of legal age and capacity to execute the Lease.

Prior to becoming the new Head of Household, the individual must pass the JCHA background screening as described in Section 5.12b, including but not limited to a criminal background check, must not be a registered Sex Offender, must be in "Good Standing," meaning no recent, serious or repeated behavioral problems, and have income to sustain the household.

The JCHA may permit an adult, not on the lease, to be become the Head of Household in the event that the only remaining members of the household are minors who would otherwise have to leave the unit. The individual would first have to pass the JCHA background screening described above.

The new Head of Household will not be required but may assume any outstanding debt owed to the JCHA by the former head of household and enter into a payment agreement. The JCHA will not hold a remaining family member responsible for debt incurred by the former head of household during the period prior to the new Head of Household attaining the age of 18.

12.7 ADDITIONS TO THE HOUSEHOLD

Only those persons listed on the most recent Continued Occupancy form and Lease shall be permitted to occupy a dwelling unit. The JCHA does not permit adults to be added to the household unless through marriage, domestic partnership, as a live-in aide, or by court order. An adult may also be added when it is medically necessary and the Head of Household is the sole caregiver, provided this addition is approved as a reasonable accommodation in accordance with the Fair Housing Act, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act. All such requests must be supported by appropriate documentation and approved by JCHA prior to the individual residing in the unit.

The Head of Household must report changes to the household composition within 10 days of the occurrence as in the following circumstances:

- A member has been added to the family through birth or adoption or court-awarded custody.
- A household member is leaving or has left the family unit.

In order to add a household member other than through birth or adoption (such as court awarded permanent custody or a Live-In Aide), the family must request in writing that the new member be added to the Lease. Before adding the new member to the Lease, the JCHA will determine whether the addition of another person will cause the family to be over the occupancy standards for the size of their unit. If so, permission to add another person to the lease will be denied.

The household composition may not be altered without the prior written consent of the JCHA. The JCHA may consider an individual for eligibility as a Live-In Aide, subject to prior JCHA approval. The income of a Live-In Aide is not counted for purposes of determining eligibility or for the calculation of the rent. The Live-In Aide is not considered a remaining member of the household and has no rights or claims to the apartment. The Live-In Aide must vacate when the resident household vacates.

If the JCHA determines that an additional person will not cause an overcrowding of the family's unit then the JCHA will determine if the household is "in good standing" and require the individual to complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. There will not be any delay due to delays in verifying eligible immigrant status unless the delay is caused by the family.

The new member will go through the screening process similar to the process for applicants. The JCHA will determine the eligibility of the individual before adding them to the Lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review.

If they are found to be eligible and do pass the screening criteria, their name will be added to the Lease. At the same time, if the family's rent is being determined under the Formula Method, an Interim Recertification will be conducted and the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with the Section on Rent.

If a Resident Head of Household resides in a building that has been designated for elderly residents and, receives JCHA approval to add a spouse younger than the designated age requirement, the younger spouse will be required to transfer in accordance with Unit Transfers JCHA-Owned Properties if the Head of Household moves or deceases.

The JCHA will exert best efforts to accommodate the addition of children to a household on a case-by-case basis, usually limited to court order, death of the children's parents and/or legal adoption. When the court order does not specify who has primary custody and primary residence of the child, a further review and additional documents will be needed. The JCHA will review and make the decision based on the amount of time the child will live in the household, which must be 51% or more of the time and at least 183 days a year. Required supporting documents to be provided with the court order include but are not limited to school enrollment records, medical coverage, current IRS return showing which family has claimed the child for income tax purposes. The JCHA accommodation can and will only be given in the context of occupancy standards and apartment availability pursuant to JCHA Transfer Policies.

The addition of foster children into a household must be approved by JCHA management in advance of occupancy and in advance of any agreements with the Division of Child Protection and Permanency (DCPP, formerly DYFS). Consideration will be granted on a case-by-case basis.

12.8 REMOVING A MEMBER OF THE HOUSEHOLD

The Resident Head of Household may opt to remove a member of the household (whether adult or minor child) from the Lease by submitting a written request to the Asset Manager that indicates the member to be removed, the reason for the removal, where the member will be residing and the effective date of the change. To do so, the Head of Household must provide documents that satisfy criteria from the following list which must total a minimum of 10 points:

- 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)
- Resident in good standing (5 POINTS)
- JCHA checks subject apartment and finds no evidence that the culpable person is still living in the apartment (5 POINTS)
- Documentation notifying the USPS of change of address for the member (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 PTS)
- Legal Disclaimer Ad in newspaper (3 POINTS)

The Asset Manager will forward the written request and accompanying documentation to the Executive Director, or designee. Final approval to remove the member of the household must be obtained prior to revising the Lease or rent, if applicable. Any applicable rent change will be effective the month following the written notification from the resident, subject to final approval from the JCHA.

If a member of the household moves out of the unit (whether voluntary or involuntary as in the case of incarceration for at least 30 consecutive days) or is deceased, the Head of

Household must inform the JCHA in writing within 10 days of the occurrence and provide documentation of the new address or death. If a minor child is incarcerated, they will not be removed from the Lease unless the Head of Household voluntarily removes them and provides proof of their residence upon release. The JCHA will then remove the individual from the Lease and adjust the rent accordingly. Individuals attending college, enlisted in the U.S. armed services, or are temporarily away from the unit will not be removed from the Lease. If the Head of Household moves or deceases and is the sole occupant, the Lease will be terminated.

If the removal of a member of the household, for any reason, results in an under-utilized unit size, the household will be required to transfer into an available appropriately sized unit at one of our JCHA-owned sites. Failure to comply is a material violation of the Lease and may result in termination of tenancy.

12.9 DEPARTURE OF A FAMILY OR HOUSEHOLD MEMBER

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

12.10 INTERIM RECERTIFICATIONS

Families are required to report any changes in household composition to the JCHA between regular recertifications. If the family's rent is being determined under the Formula Method, these changes will trigger an interim recertification. The family shall report these changes within ten (10) days of their occurrence. Failure to report changes to the household composition within the 10 days may result in a retroactive rent charge.

Families are not required to, but may at any time, request an interim recertification based on a decrease in income *(except for a decrease that lasts less than 60 days)*, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the JCHA will process the interim recertification and recalculate the resident's rent. For families who report a temporary decrease in income (for 60 days or less) as a result of a short-term disability or other situation, the JCHA will reduce the rent accordingly but may perform a Special Recertification every 60 days until a reasonably accurate estimate of income can be made. During an interim recertification, only the information affected by the changes being reported will be reviewed and verified.

Threshold for conducting Interim reexamination will be conducted where 10% of the household income increases or decreases. Families residing in conventional Public Housing will be required to report any increase in income or decreases in allowable expenses between annual recertifications and within ten (10) days of the occurrence. *(Note: during the regular recertification period, any amount of increase in income will result in a rent increase).*

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.

The rent will also increase when: a new member with income has been added to the household; the recertification was delayed due to pending legal action; or due to misrepresentation or underreporting of income. See Chapter 21 for information pertaining to mixed finance developments.

12.11 SPECIAL RECERTIFICATIONS

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

The JCHA will accept a self-certification of zero income from the family at admission and at reexamination without taking any additional steps to verify zero reported income. The JCHA will verify families' income in EIV within 120 days after admission.

When families report zero income, and have no income excluded for rent calculation purposes, the JCHA has an obligation to pursue verification of income that reflects the family's lifestyle. The Head of Household will be required to sign a "Certification of Zero Income" form indicating that they do not receive any income. 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.

12.12 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL RECERTIFICATIONS

Unless there is a delay in recertification processing caused by the family, any rent increase will be effective the first day of the month after the family receives a 30-day notice of the new rent amount. If the family causes a delay, then the JCHA may calculate the increase retroactively or seek to terminate the tenancy.

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

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

12.13 OVER-INCOME FAMILIES

12.13.1 – INTRODUCTION

The Housing Opportunity Through Modernization Act ("HOTMA") was signed into law on July 29, 2016. Section 103 of HOTMA amends section 16(a) of the United States Housing Act of 1937 (42 U.S.C. 1437n(a)) (1937 Act) and creates new limitations on tenancy and program participation for formerly income-eligible families residing in public housing with incomes over the newly created over-income limit .The statute requires that after a family's income has exceeded the over-income limit for two consecutive years or 24 consecutive months[9] (the "grace period"), a public housing authority (PHA) must either terminate the family's tenancy within six months of the final notification or charge the family the alternative non-public housing rent (alternative rent). The alternative rent must equal the greater of: (1) the applicable Fair Market Rent (FMR); or (2) the amount of monthly subsidy provided for the unit. The per unit monthly subsidy includes amounts from the Operating and Capital Funds, as defined by the new regulations at 24 CFR 960.102.

Section 103 of HOTMA was partially implemented by the U.S. Department of Housing and Urban Development (HUD) in 2018,[10] however, there were several delays in the full implementation.[11] The provisions implementing Section 103 became effective on March 16, 2023, and all PHA's must fully implement written OI policies no later than June 14, 2023. If implementation of this provision requires a significant amendment to the PHA's plan, the PHA is required to complete the significant amendment process to effectuate the policy change. There are no exceptions to the income limitation on public housing program participation.

12.13.2 - APPLICABILITY

Section 103 of HOTMA applies to all PHAs operating a public housing program, including Moving to Work (MTW) Agencies. There are no exceptions to the limitation on public housing

[9] 24 CFR 960.507 (a)
[10] 83 FR 35490
[11] Due to the unprecedented challenge of the COVID-19 pandemic and the authority provided under the Coronavirus Aid, Relief and Economic Security (CARES) Act (Public Law 116-136), HUD elected to waive and establish alternative requirements for numerous statutory and regulatory requirements for the Public Housing program.

tenancy for HUD assisted tenants who are determined to be over-income for 24 consecutive months. Specifically, this means that the over-income family's tenancy and participation in the public housing program must end within six months of the final over-income determination unless the PHA policy permits the family to remain in a public housing unit, in which case the family must be charged the alternative rent upon the completion of the grace period. The JCHA will permit an Over Income family to remain in their public housing unit and pay the alternative rent as defined below, or the Over Income family may decide to vacate the unit.

12.13.3 - SUMMARY OF ASSOCIATED REGULATORY CHANGES

The HOTMA final rule includes the new over-income requirements and makes necessary conforming changes to existing regulation including the removal of 24 CFR 960.261. The final rule updated existing requirements in 24 CFR 5.520, 5.628, 960.102, 960.206, 960.253, 960.601, 964.125, and 966.4. All regulatory changes are summarized below in numerical order (except for the parts containing definitions). Parts 960.507, and 960.509 are new regulations specific to the implementation of the over-income requirements. These over-income requirements are now effective as of March 16, 2023, and are to be fully implemented by June 14, 2023.

- 24 CFR 5.520 – Restrictions on assistance to Noncitizens – A conforming change was made to paragraph (d)(1) of this section to clarify that a PHA must provide prorated assistance to mixed immigration status families, except as provided in 24 CFR 960.507. Once a mixed family has exceeded the over-income limit for 24 consecutive months, the family will either have their tenancy terminated or they must pay the alternative rent as a non-public housing over-income family. For a PHA with a termination policy for over-income families, mixed families will pay their current, prorated rent amount during the 6-month period before termination. If the mixed family is permitted to pay the alternative rent then, pursuant to 24 CFR 5.520(d)(1), the mixed family must not receive prorated assistance. Instead, the family must pay the full alternative rent amount.
- 5.628 – Family Payment – A new sub-paragraph was added at 24 CFR 5.628(a)(5) clarifying that the options available under the total tenant payment (TTP) now include the alternative rent (as defined in 960.102) for non-public housing over-income housing families.
- 960.102 and 960.601 – Definitions – Additional definitions and clarifications were added to these sections to implement the new requirements found at 24 CFR 960.507 for families exceeding the over-income limit. These changes create new definitions in 24 CFR 960.102 for the following terms: alternative non-public housing rent (alternative rent), non-public housing over-income family (NPHOI family), over income family (OI family) and over-income limit (OI limit).
- 960.206 – Waiting List: Local preference in admission to public housing program – non-public housing over-income family residing in JCHA housing, and paying the alternative rent may only be readmitted into the public housing program if they once again become

an eligible low-income family as defined in 24 CFR 5.603(b) and reapply to the public housing program. The family's application will have a priority preference on the Waiting List for that particular site.

- 960.253 – Choice of Rent – Rent Options – Conforming changes have been made to paragraphs (a) and (f) of this section to clarify the choice of rent in relation to NPHOI families and the new requirements found at 960.507. Families subject to 960.507 must pay the alternative rent, as stated in 960.253(a), when they've exceeded the grace period and are allowed by PHA policy the option of remaining in a public housing unit. During the 24 consecutive month grace period, and in the 6 months before termination, the family will continue to pay their current rent choice amount (i.e., the family's choice of income-based or flat rent, or the prorated rent for mixed families).

  A conforming change has been made to paragraph (f) to clarify the exemption to the current practice of conducting a reexamination of family income every three years for a family that chooses the flat rent option. The PHA must no longer apply the three-year reexamination provision to families once the PHA determines that the family is over-income. Once a PHA determines the family is over-income, the PHA must follow the documentation and notification requirements under 960.507(c).

  PHAs have no discretion when it comes to the rent for non-public housing over-income families. Once the grace period ends, and if the family is given the option to remain in a public housing unit and they choose to remain, then the family is required to pay the alternative rent as determined in accordance with 24 CFR 960.102. Non-public housing over-income families must not be given the choice of flat rent, income-based or prorated-rent.

- 964.125 – Tenant Participation and Tenant Opportunities in Public Housing – Conforming changes have been made to paragraph (a) of this section to clarify that members of a non-public housing over-income family, as described in 24 CFR 960.507, are no longer eligible to be members of a resident council. There is no PHA discretion to exempt a non-public housing over-income family member from this regulation.

- 966.4 – Public Housing Program Lease requirements – HUD made conforming changes to the lease requirements under 24 CFR 966.4 (a)(2) regarding the term of the public housing lease for PHAs that have an over-income policy requiring termination after the grace period. This change requires the public housing lease to convert to a month-to-month term to account for the period before termination as determined by PHA policy. Lastly, the regulation at 24 CFR 966.4(l)(2)(ii) has also been revised to remove the reference to 24 CFR 960.261 as one of the grounds for termination and replaced it with a reference to 24 CFR 960.507. Paragraph (l) of this section now clarifies that being over the income limit for the program qualifies as grounds for termination pursuant to the new over-income limit provided in 24 CFR 960.507. All PHAs must update their public housing leases accordingly.

- 24 CFR 960.261 – has been deleted to remove the exception to evict or terminate the tenancy of a family solely because the family is over-income provided the family has a

valid contract for participation in an FSS program under part 984 or if the family receives EID. With this final rule, HUD intends for there to be no exceptions to the HOTMA over-income provision.

12.13.4 - DETERMINATION OF THE OVER-INCOME LIMIT

The 'over-income limit' (OI limit) is now defined at 24 CFR 960.102. The over-income limit is determined by multiplying the applicable income limit for a very low-income (VLI) family, as defined in 24 CFR 5.603(b), by a factor of 2.4, a limit equal to approximately 120% of the area median income, or AMI. The VLI varies by jurisdiction[12] and by family size so each PHA will have to calculate the over-income limit for each family size in their public housing program.

The over-income limit must then be compared to the family's annual income (per 24 CFR 5.611) during an annual or interim income examination. If the family's annual income is greater than the over-income limit, then they exceed the over-income limit for the program, and must be notified in accordance with 24 CFR 960.507(c). The OI limit is based on the family's income and not their adjusted income which is a significant change from the guidance given in 2019-11. This change must be implemented for any annual or interim reexaminations following March 16, 2023. PHAs that require additional time to make a significant amendment to the PHA plan may delay the change to June 14, 2023. HUD updates the income limits annually. PHAs must update the over-income limits for the public housing in their ACOPs no later than 60 days after HUD publishes new income limits each year.

Step by step on how to determine if the family's income exceeds the Over-Income Limit.

Step 1: Go to https://www.huduser.gov/portal/datasets/il.html and follow the instructions in Appendix II to find the Very Low Income amount for families in your jurisdiction.

Step 2: Use the following calculation to determine the Over-Income Limit: Very Low-Income limit x 2.4 = Over-Income Limit

Step 3: If the family's annual income is greater than the Over-Income Limit, then they exceed the Over-Income Limit, and must be notified three times.

12.13.5 - NOTIFICATION REQUIREMENTS

The JCHA will notify the Over-Income family with three written notices as required in regulations 24 CFR 960.507(c)(1)- (3). The JCHA will follow the over-income notification process at 24 CFR 960.507(c) for any notices occurring after implementation of the HOTMA final rule. The notices must state that the actions that will be taken as required under JCHAs over-income policy in the ACOP and, if applicable must include the alternative rent amount.

The required notices under the final rule are as follows:

[12] https://www.huduser.gov/portal/datasets/il.html#2022_faq

Notice 1: Provide written notice to the OI family no later than 30 days after the JCHA's initial determination, stating that the family has exceeded the over-income limit. The notice must state that:

- The family has exceeded the over-income limit, and
- Continuing to exceed this limit for a total of 24 consecutive months will result in the PHA following its continued occupancy policy for over-income families in accordance with 24 CFR 960.507(d).

The notice will explain the JCHAs policy of either tenancy termination or the option of paying the alternative rent as an NPHOI family. JCHA must afford the family an opportunity for a grievance hearing if the family disputes within a reasonable time the determination that the family has exceeded the over-income limit.

Notice 2: JCHA will conduct an income examination 12 months after the initial OI determination, unless the JCHA already determined that the family's income fell below the OI limit during an interim reexamination. If the JCHA determines that the family's income has exceeded the over-income limit for 12 consecutive months, the Over-Income family must be provided written notice of this fact no later than 30 days after the determination that led to the 12-month over-income determination. JCHA must afford the family an opportunity for a grievance hearing if the family disputes within a reasonable time the determination that the family has exceeded the over-income limit.

This notice must inform the Over-Income family that they have been over income for 12 consecutive months and that continuing to exceed the over-income limit for the next 12 consecutive months will result in the family:

a. Paying the higher alternative rent as a non-public housing over-income family; OR

b. Having their tenancy terminated

c. Since JCHAs Over-Income Policy permits Over-Income families to remain in public housing and pay the alternative rent, this notice must also include the estimated alternative rent (based on current data).

Notice 3: If the JCHA determined that the family's income has exceeded the over-income limit for 24 consecutive months, the Over-Income family must be provided written notice of this fact no later than 30 days after the determination that led to the 24-month over-income determination. JCHA will again afford the family an opportunity for a grievance hearing if the family disputes within a reasonable time the determination that the family has exceeded the over-income limit. The amount of the alternative rent must also be stated.

This notice must inform the Over-Income family that they have been over-income for 24 consecutive months, and that their lease will automatically convert to month to month and at next lease renewal or in no more than 60 days after the date of the third and final notice per 24 CFR 960.507(c)(3), whichever is sooner, the family must:

a. Pay the higher alternative rent, and enter into a new lease as a non-public housing over-income family, OR

b. Be terminated from their unit in no more than 6 months.

12.13.6 - LIMITATION ON PUBLIC HOUSING TENANCY

Once a family exceeds the over-income limit for 24 consecutive months,[13] the public housing agency must either:

1. Charge the family the Alternative Non-Public Housing Rent (alternative rent)
2. Terminate the tenancy of such family in public housing not later than 6 months after the income determination confirming that the family has been over-income for 24 consecutive months.[14]
    a. Lease to convert to month-to-month term and the JCHA must charge the Over-Income families, who continue to be public housing program participants, the family's choice of income-based, flat rent, or prorated rent for mixed families during the period before termination.

12.13.7 - PHA POLICY TERMINATING THE TENANCY OF OVER-INCOME FAMILIES

The Over-Income families, subject to 960.507, must pay the alternative rent, as stated in 960.253(a), when they've exceeded the grace period and are allowed by PHA policy the option of remaining in a public housing unit. During the 24 consecutive month grace period, and in the 6 months before termination of participation in the JCHA Public Housing Program, the family will continue to pay their current rent choice amount (i.e., the family's choice of income-based or flat rent, or the prorated rent for mixed families) and must continue to abide by all program requirements including Community Service Activities or Self-Sufficiency Work Activities (CSSR) requirements. During this time period, prior to the family's termination from the JCHA Public Housing Program, the family may request an interim reexamination. This reexamination can reduce the rent burden during the period up to termination, but a decrease in income will not enable the family to avoid termination from the program after the family has already exceeded the grace period.

Once the JCHA gives a family the option to pay the alternative rent and if they decline, the JCHA must terminate the tenancy of the family no more than 6 months after the end of the 24 consecutive month grace period.

[13] 24 CFR 960.507 (a)
[14] 24 CFR 960.507 (d)(1) and (2)

THE JCHA HAS ELECTED TO OPT FOR OVER INCOME FAMILIES TO BE ALLOWED TO REMAIN RESIDING IN THEIR UNIT AND PAY THE ALTERNATIVE RENT.

12.13.8 - JCHA REQUIREMENTS FOR NON-PUBLIC HOUSING OVER-INCOME FAMILIES REMAINING IN A PUBLIC HOUSING UNIT

An over-income family that agrees to pay the alternative rent will become a non-public housing over-income family. Once given the third and final over-income notification as required by 24 CFR 960.507(c)(2), at the next lease renewal or in no more than 60 days after the date the final notice per 24 CFR 960.507(c)(3), whichever is sooner, the family must execute a new lease created for non-public housing over-income families and begin to pay the alternative rent. The family will no longer be public housing program participants and will become unassisted tenants.

Once the JCHA provides the required notices the family may elect to pay the alternative rent as defined herein or vacate the premises. If the family refuses to pay the alternative rent and enter into a new NPHOI Lease, then in that event, and pursuant to HOTMA, the JCHA will commence eviction proceedings in the New Jersey Superior Court for the eviction of the family and termination of that family's participation in the JCHA Public Housing Program.

However, the JCHA may permit, in accordance with its over-income policies, an over-income family to execute the new lease after the deadline, but before eviction, if the over-income family pays the JCHA the total difference between the alternative rent and their public housing rent dating back to the date that is the earlier of 60 days after the date the final notice per 24 CFR 960.507(c)(3) or the date that would have been the next public housing lease renewal.[15]

JCHA will not conduct an annual reexamination of family income for a non-public housing over-income family as they are no longer subject to this requirement. Non-public housing over-income families cannot participate in programs that are only for public housing or low-income families such as participation in a resident council,[16] or receive a HUD utility allowance.[17] Lastly, non-public housing over-income families are no longer subject to CSSR.

Once the new lease is executed, a non-public housing over-income family may only be readmitted into the public housing program if they once again become an eligible low-income family as defined in 24 CFR 5.603(b) and reapply to the public housing program. OI families who have vacated public housing are not eligible for this preference. Families that do vacate can re-apply if they become income-eligible, just like any other eligible family.

[15] 24 CFR 960.509(a)
[16] 24 CFR 960.507 (a)(1)(ii)
[17] 24 CFR 960.507 (a)(1)(iv)

12.14 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 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, JCHA will request third-party written verification of the income in question.

CHAPTER 13: NATIONAL STANDARDS FOR THE PHYSICAL INSPECITON OF REAL ESTATE (NSPIRE) INSPECTIONS

PIH Notice 2023-16 / 24 CFR Parts 882, 884, 886 and 902

13.1 OVERVIEW

Background

On January 13, 2021, HUD published the "Economic Growth Regulatory Relief and Consumer Protection Act: Implementation of National Standards for the Physical Inspection of Real Estate (NSPIRE)" proposed rule (proposed rule) in the Federal Register. The NSPIRE final rule, published on May 11, 2023, (88 FR 30442) aligns and consolidates HUD's inspection standards and procedures and incorporates provisions of the Economic Growth and Recovery, Regulatory Relief and Consumer Protection Act (P.L. 115-174) for HUD's rental assistance programs. In the final rule, 24 CFR part 5, subpart G is the focal point of the consolidated requirements for HUD-assisted housing that is decent, safe, sanitary, and in good repair, and will be referenced by other rental assistance regulations. In 24 CFR 5.703, the NSPIRE final rule revises that term to mean "functionally adequate, operable, and free of health and safety hazards."

Inspectable Areas

The NSPIRE final rule defines the inspectable areas for the inspection as inside, outside, and units of HUD housing at 24 CFR 5.703:

Inside. Inside areas refers to the common areas and building systems that can be generally found within the building interior and are not inside a unit. Examples of "inside" common areas may include basements, interior or attached garages, enclosed carports, restrooms, closets, utility rooms, mechanical rooms, community rooms, day care rooms, halls, corridors, stairs, shared kitchens, laundry rooms, offices, enclosed porches, enclosed patios, enclosed balconies, and trash collection areas. Examples of building systems include those components that provide domestic water such as pipes, electricity, elevators, emergency power, fire protection, HVAC, and sanitary services.

Outside. Outside areas refers to the building site, building exterior components, and any building systems located outside of the building or unit. Examples of "outside" components may include fencing, retaining walls, grounds, lighting, mailboxes, project signs, parking lots, detached garage or carport, driveways, play areas and equipment, refuse disposal, roads, storm drainage, non-dwelling buildings, and walkways. Components found on the exterior of the building are also considered outside areas, and examples may include doors, attached porches, attached patios, balconies, car ports, fire escapes, foundations, lighting, roofs, walls, and windows.

Units. A unit (or "dwelling unit") refers to the interior components of an individual unit. Examples of components included in the interior of a unit may include the balcony, bathroom, call-for-aid (if applicable), carbon monoxide devices, ceiling, doors, electrical systems, enclosed

patio, floors, HVAC (where individual units are provided), kitchen, lighting, outlets, smoke detectors, stairs, switches, walls, water heater, and windows.

REAC inspectors will inspect areas and associated items or components that are listed in the regulations as affirmative requirements and those included within the NSPIRE Standards posted in the Federal Register. Inspectors should not cite tenant-owned items or articles that are not considered components of the unit or inside or outside of HUD housing. However, REAC inspectors may make an exception and cite certain tenant-owned items in the following examples for:

- tenant-owned items that affect the performance of a fire safety system or otherwise puts the building at risk;
- tenant-owned appliances and associated electrical and venting components, where that appliance is considered the primary item to meet the affirmative requirements in 24 CFR 5.703(d). For example, a tenant-owned refrigerator that is the primary device for safe food storage; and
- tenant-owned items, like an unvented fuel-burning appliance that is in violation of the affirmative requirements.

Inspection Timeframes

The frequency of REAC inspections will be performed in accordance with 24 CFR 5.705(c). For most properties, the frequency of an inspection will be determined by the date of the prior inspection and the score received. Properties that score 90 points or higher will be inspected at least every three years. Properties that score over 80 (but less than 90) will be inspected every two years. Properties that receive less than 80 will be inspected annually.

If the property profile or unit occupancy information provided in the NSPIRE system is inaccurate, the Asset Manager must contact their immediate supervisor.

In advance of the scheduled inspection, the Asset Manager must provide notice to all residents as described in 24 CFR 5.711(h) and the lease.

The JCHA will provide all materials, notices, and communications to families regarding the REAC inspection upon request will provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities consistent with Section 504 of the Rehabilitation Act (Section 504) and HUD's Section 504 regulation, and Titles II or III of the Americans with Disabilities Act (ADA) and implementing regulations.

During the Inspection

REAC Inspectors may include HUD staff or persons working under a contract with HUD to perform inspections. Inspectors will follow protocols established by REAC and should perform their work in compliance with contract requirements. Property representatives must escort the inspectors during the inspection. Units inspected will include those randomly selected by the NSPIRE application and up to five additional units recommended by the resident council or tenant organization. If resident council or tenant organization recommends more than five

units, the NSPIRE system will randomly select up to five of the recommended units. Where units recommended by the resident council or tenant organization overlap with the official sample, they will be included in the score.

The NSPIRE application will prioritize currently occupied units for inspection and may include vacant units. If the inspector is unable to enter a unit, the inspector will select another unit from the list of unit alternatives. Where the resident does not seem to be home but has been notified of the inspection as required in the lease, the JCHA will attempt to provide access. After knocking at least two separate times, the JCHA will announce that they have opened the door and announce the purpose of the visit.

After the Inspection
At the conclusion of the inspection, or at the end of each day on a multiple-day inspection, the inspector will provide the JCHA representative a list of Life-Threatening and Severe conditions that must be corrected within 24 hours of receipt of notification of the deficiencies, with certification of correction submitted to HUD within 2 business days of receipt of notification of the deficiencies.

Submitting Evidence of Correction of Life-Threatening and Severe Conditions
The site must provide their supervisor the required documents for resolving deficiencies, including providing supporting evidence of deficiency correction as required by 24 CFR 5.711(c). Proof of work can be (but is not limited to) work orders, invoices, and in some cases photographs, provided the photograph is of the area cited by HUD and aligns with HUD's evidence of the location.

Timelines for Correcting Deficiencies
Deficiencies identified under NSPIRE standards must be corrected within 24 hours for life-threatening and severe items, 30 -days for moderate items, and 60- days for low items. The JCHA must provide evidence of correction of deficiencies which include completed work orders, invoices, and photos detailing the correction to the deficiency that match HUD's documentation. HUD requires the PHA to upload proof of correction of the deficiencies within 30-days for the moderate items, and 60- days for the low items, and 2 -days for life threatening and severe items.

This notice updates the requirements for resolving deficiencies, including providing supporting evidence of deficiency correction as required by 24 CFR 5.711(c). Proof of work can be (but is not limited to) work orders, invoices, and in some cases photographs, provided the photograph is of the area cited by HUD and aligns with HUD's evidence of the location.

Level of Deficiency Mandatory Correction:

- Life-Threatening and Severe Deficiency – 24 hours to correct the deficiency and 2 days to upload of corrective documents
- Moderate Deficiency – 30 days upload of corrective documents
- Low Deficiency – 60 days upload of corrective documents

Self-inspection Requirements

Self-inspections of property conditions are a key component to ensuring properties remain in compliance with 24 CFR 5.703 and the NSPIRE Standards and ensure a safe living environment for residents. Regular self-inspections are also part of regular preventive maintenance rather than "just-in-time" repairs ahead of HUD-conducted inspections. As required by 24 CFR 5.707, for Public Housing and Multifamily Housing properties subject to an assistance contract, PHAs and POAs are required to perform self-inspections of all units at least annually.

PHAs and POAs must maintain copies of self-inspection results for at least three years after completion for each unit as required by 24 CFR 5.707.

Resident Feedback and Unit Recommendation Process

The prioritization of residents' health and safety is paramount under the NSPIRE rule and Standards.

In advance of the inspection, Residents' Groups will identify the particular dwelling units they would like to add to the inspection process. HUD will provide an electronic mechanism for Residents' Groups to submit the particular dwelling units to HUD. HUD will inform residents when they can submit recommendations through the automated system approximately 180 days prior to the inspection. Residents may electronically submit unit recommendations through the automated system or email but will be asked to complete all submissions at least 30 days prior to the inspection.

Once the information is received, the NSPIRE system will randomly select up to five recommended units to add to the scheduled NSPIRE inspection. If the Residents' Groups submit five or fewer units, the NSPIRE system will add them all to the scheduled inspection. The inspector will inspect these units and identify Life-Threatening, Severe, Moderate, and Low deficiencies as described in the NSPIRE Standards notice. Only Resident-recommended units that were randomly selected for the NSPIRE inspection sample will be scored or be part of the official property score. Nevertheless, all Life-Threatening and Severe deficiencies identified during the NSPIRE inspection must be corrected within 24 hours, and the PHA or POA must submit evidence of the correction along with evidence for other sampled and scored units.

In between NSPIRE inspections, the JCHA encourages residents to quickly report hazards or defects in building systems, fixtures, appliances, or other parts of the unit, the grounds, or related facilities to the site management office to maintained the site in accordance with the NSPIRE regulations and Standards.

Potential consequences of failing the inspections are serious and include:

- Ineligibility to apply for or receive special grants
- Mandatory conversion of a Public Housing site from "Public Housing" to "Housing Choice Vouchers (Section 8)"

- Designation of the JCHA as a "Troubled Agency" which would seriously limit our local flexibility and control over budget and policy and which would place very burdensome administrative requirements on the JCHA.

Therefore, the JCHA has established higher apartment and site condition standards for apartment inspections to meet HUD's higher standards. Specifically, the JCHA has established the following policy.

13.2 RESIDENT RESPONSIBILITIES

Every resident household is required to:

- Observe good housekeeping standards as per the "Housekeeping Standards Policy"
- Report any needed repairs to the Site management staff in a timely manner
- Accept any replacement unit offered by the JCHA in circumstances where necessary repairs cannot be made within a reasonable time and present a dangerous living condition
- Comply with the requirements of applicable state & local building or housing codes materially affecting the health and/or safety of the household members
- Provide access to the apartment to maintenance staff to complete work orders (if staff require access to an apartment to complete repairs when a resident is not home, maintenance staff will leave a notice advising the resident of the work conducted in their absence)
- Provide access to the apartment for scheduled apartment inspections
- Provide access to the apartment for scheduled pest extermination
- Not obstruct windows and doors in the unit. The use of foil and other similar materials over or in windows is not permitted. Window screens must remain permanently in place to fulfill their purpose and to avoid loss. In the event that a Resident removes or damages the window screen, a charge will be imposed and a cease and/or termination notice will be sent for each offense. A payment must be made within thirty (30) days from date the Resident receives notice of the charge. Throwing, placing or hanging anything out of a window is a violation of the lease and grounds for eviction.

13.3 TYPES OF INSPECTIONS

Generally, JCHA has seven different types of inspections:

1. Move-in Inspection
2. Move-out Inspection
3. Annual Inspection
4. Quality Control Inspection
5. Housekeeping Inspection
6. Special Inspection
7. HUD Inspections

8. Other Inspection

13.4 MOVE-IN INSPECTIONS

The JCHA will assign new families only to apartments that are in good, clean and safe condition. Site Management staff will conduct a move-in inspection with the new family and any deficiencies found will be corrected immediately by maintenance staff. A copy of the initial inspection, signed by JCHA and the resident, will be provided to the resident and be kept in the resident file. **[24 CFR 966.4(i)]** A follow-up inspection may be conducted by the JCHA within 30-90 days of initial move-in to ensure that the JCHA's Housekeeping Standards are met.

13.5 MOVE-OUT INSPECTIONS

1. The JCHA will conduct a move-out inspection with the Resident to determine if the resident will have any resident-caused damages.
2. The difference between the condition of the apartment at move-in and move-out establishes the basis for any charges against the resident so long as the work needed exceeds that for normal wear and tear. **[24 CFR 966.4(i)]**

When applicable, JCHA will provide the resident with a statement of charges to be made for maintenance and damage beyond normal wear and tear, within 10 business days of conducting the move-out inspection.

13.6 ANNUAL INSPECTIONS

Every apartment will be inspected at least once per year according to inspection protocols using HUD's Uniform Physical Condition Standards (UPCS). Under the Public Housing Assessment System (PHAS), HUD's physical condition inspections do not relieve JCHA of this responsibility to inspect its units **[24 CFR 902.20(d)].** Site maintenance staff will target 100% completion of all repairs in the apartment within a reasonable amount of time following the inspection. Any apartment which does not pass the initial inspection will be re-inspected following completion of repairs.

13.7 QUALITY CONTROL INSPECTIONS

The purpose of quality control inspections is to assure that all defects were identified in the original inspection, and that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame.

13.8 HOUSEKEEPING INSPECTIONS

JCHA may conduct housekeeping inspections to ensure that residents' housekeeping habits do not pose health or safety risks and/or encourage insect or rodent infestation or cause damage to the apartment.

JCHA will provide the resident with a written statement of the results and charges for which the Resident is responsible. JCHA does not require the Resident to be present for Housekeeping inspections.

1. Residents whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the apartment are in violation of the lease. In these instances, JCHA will provide proper notice of a lease violation.
2. Every apartment that does not pass inspection due largely to resident housekeeping and/or resident-caused damages will be re-inspected until the JCHA is satisfied with the standards of upkeep. Tenancy action will be taken against any household that fails to correct any of the apartment's deficiencies that are within the family's responsibilities.
3. The resident must reimburse the JCHA for the cost of repairs resulting from fire caused by resident carelessness or negligence.

13.9 SPECIAL INSPECTIONS

JCHA staff may conduct a special inspection for any of the following reasons:

1. Apartment condition
2. Suspected lease violation
3. Preventive maintenance
4. Routine maintenance
5. There is reasonable cause to believe an emergency exists

13.10 HUD INSPECTIONS

Special inspections may be scheduled to enable HUD or others to inspect Public Housing units in connection with their oversight of the JCHA. Residents will be notified of dates and times of these special inspections within a reasonable time following notification by the third-party inspector to the JCHA (usually within one week's time). In the event that the resident is not home and the HUD inspector has chosen to inspect their unit, the JCHA may enter the unit with the HUD inspector and leave a notice informing the resident of such.

13.11 OTHER INSPECTIONS

Building exteriors, grounds, common areas and systems will be inspected.

13.12 LEAD-BASED PAINT INSPECTIONS

In accordance with HUD's Lead Safe Housing Rule at 24 CFR Part 35, Notice PIH-2017-13, the JCHA Lead-Based Paint Policy & Procedures, and all applicable federal, state and local regulations, the JCHA will evaluate and control any lead-based paint hazards found in conventional public housing units owned and managed by the JCHA using certified JCHA staff or a licensed third-party contractor. The JCHA will comply with all reporting, notification, disclosure, recordkeeping, and training requirements.

CHAPTER 14: TRANSFERS

14.1 OVERVIEW

The objectives of the JCHA Transfer Policy include the following:

A. To facilitate relocation for capital improvements, modernization, lead-based paint abatement, wheelchair accessibility, unanticipated emergencies or other Agency Plan and related JCHA Management policies and purposes.

B. To fully, properly and effectively utilize available housing resources throughout the JCHA, and, to avoid overcrowding and under occupancy by ensuring to the extent possible that each family occupies the appropriate sized apartment.

C. To avoid apartment vacancies and related rental loss to the greatest extent possible, especially in meeting JCHA Agency Plan Strategic Goals and Objectives relating to occupancy (and conversely, vacancy loss PHAS performance indicators).

D. To complement JCHA Agency Plan Strategic Goals and Objectives, especially to promote, support and sustain a broader range of incomes and sources of incomes, de-concentration of very low-income households, resident self-sufficiency efforts and resident homeownership opportunities.

See Chapter 21 *for information pertaining to mixed finance developments.*

14.2 CATEGORIES OF TRANSFERS

1. ***Required Revitalization or Capital Improvement Relocation Transfers*:** Transfers required by the JCHA because of modernization, lead-based paint abatement, wheelchair accessibility and/ or Revitalization Programs which require resident relocation.
2. ***Emergency Transfers:*** Transfers necessitated by conditions which pose an immediate threat to resident health or safety, including but not limited to: an unanticipated physical condition within or directly affecting the apartment where the resident resides, a hate crime, a domestic violence crime, participation as a witness in a criminal or Criminal Activity Policy tenancy proceeding or law enforcement related circumstance.
3. ***Medical Condition Transfers:*** Transfers necessitated by properly documented medical conditions and based upon JCHA approval.
4. ***Family Size Transfers:*** Transfers requested by a head of household or required by the JCHA due to overcrowding or under-occupancy. Only household members who have been formally approved by JCHA Management and formally listed on the household's

Lease can be counted toward occupancy standards applied in determining overcrowded or under-occupied circumstances.

(Note: As per the HUD Field office's recommendation in a Management Audit, the JCHA will assess the feasibility of having some families switch units in cases of over/under housed families to ease the situation.)

5. *Self Sufficiency Transfers:* Transfers which would remove a substantial obstacle to and clearly facilitate gaining full time, long term employment of the head of household or spouse.

6. *Administrative Transfers:* extenuating family circumstances, e.g., family feud or third-party intervention, such as the Board of Education trying to resolve school related altercations between or among matriculated students.

NOTE: Priority will be given to Dwight Street Homes residents who may be required to transfer to another site in order to facilitate the Homeownership Program. Conversely, a resident from another site may transfer to the Dwight Street Homes only if it furthers the Homeownership Program.

14.3 ACCOMMODATION OF FAMILIES WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended directs the JCHA to provide, to the maximum extent feasible, reasonable accommodations to residents with known physical limitations. The JCHA will place applicants and relocate residents, in new accessible apartments and existing, adapted apartments to ensure that this mandate is achieved as follows:

- When an accessible apartment becomes available, the JCHA will offer that apartment to a disabled resident of the same Site who requires the features of the particular accessible apartment and who is not currently occupying an appropriately accessible apartment.
- If no such resident exists at the site (only applies to conventional Public Housing sites), the JCHA will offer the apartment to residents at other sites who requires the features of the particular accessible apartment and who is not currently occupying an appropriately accessible apartment.
- If no such resident exists at another site, the JCHA will offer the apartment to an eligible, qualified applicant on the Public Housing waiting list.
- If no eligible, qualified applicant exists, the JCHA will offer the apartment to an applicant not having a disability requiring the accessibility features of the apartment and will require that the applicant agrees to move to a non-accessible apartment

should a resident or applicant with disabilities need the apartment, as is detailed in the Lease Agreement.

A resident who has (or has a family member who has) a physical disability and is in need of an appropriately accessible apartment, should contact the Asset Manager to inform him/her of the disability. The Asset Manager will request the resident fill out the Family Request for Reasonable Accommodation or Physical Modification Form and will provide the resident with the Verification of Need for Reasonable Accommodation Verification form to be completed by a professional who is knowledgeable about the individual's situation and competent to render a professional opinion.

Once the Asset Manager has received the Family Request for Reasonable Accommodation or Physical Modification form and Verification of Need for Reasonable Accommodation form, he/she will forward it to the JCHA Section 504 Coordinator with a copy to the Regional Asset Manager. The Applicant Selection Department will be notified and the resident will be added to a list by date of information. As the appropriate sized apartment becomes available, the disabled resident will be transferred. In cases where such documents do not specify the duration of the disability, before an appropriate sized apartment is offered an updated Reasonable Accommodation and "disability verification" will be requested (see Section 3.4). As required on PIH Notice 2010-26 "verification of eligibility for PHA programs and benefits for persons with disabilities: PHAs are required to verify that an applicant qualifies as a person with a disability before permitting them to move to housing designated for persons with disabilities, or granting the $525 rent calculation deduction, disability expense allowance, or deduction for unreimbursed medical expenses. Applicants and residents cannot be compelled to reveal that they have a disability; however, if they do not, they may not receive any of the benefits that such status confers." The Accounts Receivable Department will be notified of the transfer.

If no existing resident is in need of the available accessible apartment, the Applicant Selection Department will be notified of the availability and Applicant Selection will assign an eligible, qualified applicant. If no eligible, qualified applicants exist, the JCHA will offer the apartment to an applicant not having a disability requiring the accessibility features of the apartment and will require the applicant to agree to move to a non-accessible apartment should a resident or applicant with disabilities need the apartment.

In any case where a household resides in an accessible apartment and no household members require the accessibility features of the apartment, the Public Housing Residential Lease provides that, the household must agree to move to a non-accessible apartment as soon as another suitable apartment becomes available, upon an instance where a person with disabilities requires the accessible apartment.

14.4 BASIC ELIGIBILITY REQUIREMENTS

Good Standing - In order to be eligible for any intra or inter site transfer, the resident household must be a resident in "good standing", including: full compliance with Lease provisions, no unresolved "Notices to Cease", current in all payments to the JCHA, and a pass on the most recent JCHA apartment inspection. Adult members of the household must not be a Registered Sex Offender.

Not in Good Standing - Once a tenant is deemed to be "Not in Good Standing," tenant must correct infraction and remain corrected for a minimum of 6 months to return to "Good Standing."

Formal Request - All resident requests for transfers must be made by the head of household in writing and signed by both the resident and the Asset Manager. Transfer requests may be made by residents at any time during normal business hours.

Documentation - All resident requests for transfers must also be accompanied by appropriate documentation, including, where applicable, duly constituted third-party verification.

Agreements - Residents must formally agree to and sign any and all special agreements which may be required regarding termination of occupancy in the resident's current apartment and beginning occupancy in the newly designated unit, e.g., site "x" into which the resident is transferring requires additional resident maintenance responsibilities etc. When transferring to another site, all the policies and procedures of that site shall apply including but not limited to the Flat Rent amount, , etc.

14.5 SITE-BASED TRANSFER LISTS

Transfer lists will be site-based, administered by site Management and overseen by the JCHA Department of Applicant Selection (as will be the case with new admissions).

All residents who are on the JCHA's under-occupied list will be provided two referrals to available appropriate sized units at any JCHA-owned developments. If a resident refuses placement at a particular site except for a "good cause", that is, a reason acceptable to the JCHA, the JCHA will pursue legal action. Good cause includes reasons related to health, proximity to work, school, and childcare for those working or going to school, resident or family member has been a victim of a crime at that particular site. (See Section 6.14)

Families under occupied by 2 or more bedrooms may be eligible to "switch" units with another resident in cases of over/under housed families to ease the situation.

14.6 NEW ADMISSIONS –INTER-SITE TRANSFERS

Vacancies will be offered to residents eligible for transfers and applicants eligible for new admissions. The following situations apply to both transfers and new admissions.

- Dwight Street Homes intra-site relocation and new admissions are governed by the homeownership opportunity plan.
- Wheelchair accessible apartments are offered first to current JCHA residents requiring such accommodations at the site where the vacancy occurs; second, to JCHA residents requiring such accommodations from any JCHA development; and third, to new admissions families who require the accommodations.
- These cases and other situations related to households with a person(s) with disabilities will be treated in accordance with the provisions of the JCHA's "Families with Disabilities Accommodations Policy".

See Chapter 21 for information pertaining to mixed finance developments.

14.7 TRANSFER REVIEWS AND RESIDENT NOTIFICATION

After a resident makes a request for a transfer, the Asset Manager will refer that request to the Applicant Selection unit. If all eligibility requirements, including not being registered as a Sex Offender, are met and all documentation is in order, the Applicant Selection unit will inform the resident, within thirty (30) days after the meeting, that the request for a transfer meets basic eligibility requirements. The request is then placed on the appropriate transfer list and for further processing and notification when a unit becomes available.

If it is determined that the resident is not eligible for a transfer, the resident will be informed of the reason(s) for the determination of ineligibility within thirty (30) days after the meeting. At that time, the resident will also be informed of the resident's right to appeal the determination, first to the JCHA Compliance Director (or designee) and then by utilizing the JCHA's Grievance Procedure. Appeals must be formally submitted by the Head of Household in writing within thirty (30) days of the notification of ineligibility. Appeals received by the JCHA after the thirty (30) day time limit will not be considered.

If it is determined that prospective eligibility is probable, but that the proper documentation is lacking, the Applicant Selection unit will inform the resident of the documentation deficiency and give the resident a reasonable amount of time to remedy the deficiency prior to making a final determination.

14.8 PRIORITIES FOR TRANSFER CONSIDERATION

When a vacancy is to be offered for Transfer purposes, the priorities for Transfer consideration shall be in the sequence listed above under "Categories of Transfers", specifically:

First Priority: Required Revitalization/Capital Improvement Relocation Transfer

Second Priority: Emergency Transfers

Third Priority: Medical Condition Transfers

Fourth Priority: Court-Ordered Stipulations

Fifth Priority: Family Size Transfers

Sixth Priority: Self Sufficiency Transfers

Seventh Priority: Administrative Transfers

Within Priority Categories, preference will be given as follows:

For Emergencies and Required Relocation, (by definition) preference shall be given based upon the time of the "emergency" or required relocation.

For Family Size, (an overcrowded case) three factors will be considered in the following order: 1) extent of over-crowdedness (with households needing more than one bedroom considered before households needing only one bedroom in order to achieve proper occupancy); 2) how household income level would contribute to de-concentrating very low-income households and better establishing broader ranges of incomes; and 3) date of overcrowding.

For under-occupancy cases, these factors will be considered in order: 1) extent of under-occupancy, (with household having more than one extra bedroom required to transfer before those with one extra bedroom) and 2) date of under-occupancy, earliest first.

For Medical, Self Sufficiency and Administrative transfers, the intra-category preference for each category will be the date of the approval of the transfer eligibility determination by the JCHA.

See Chapter 21 for information pertaining to mixed finance developments.

14.9 MOVING REQUIREMENTS AND TIMELINESS

For Emergency Transfers, the moving requirements and timing of the transfer will be dictated by the emergent circumstances and proposed resolution of the emergency. If the resident has provided a written request to transfer based upon a domestic violence crime, they must provide the completed form HUD-50066 and provide other acceptable documentation (i.e., police report, or letters from Prosecutors office, victim services, medical professional, etc.) within 14 business days of the request.

For revitalization-required relocation transfers, the resident will be given due notice in accordance with State and federal rules, specifically ninety (90) days. For capital improvement-required transfers, the resident will be given thirty (30) days' notice.

Immediately after the above notice requirements are met, and for all other transfers, upon the JCHA's offer of a transfer unit, the resident must sign all leasing documents for the transfer unit within five (5) business days from the date of notification receipt.

Also within five (5) business days from Management notification, the resident must pay any charges for apartment damages and any difference in rent owed as a result of the transfer (e.g., if applicable, the difference in the Flat Rent between a two and three-bedroom apartment). Note: If a transfer occurs in the middle of the month, the resident is responsible for the appropriate pro-rata share of rent for the current unit and the transfer unit.

Upon completion of all leasing documents and payment of all , rents and other charges, if applicable, the resident will have ten (10) days to accomplish the transfer or forfeit the offer and have their name removed from the transfer list.

14.10 TRANSFER OFFER REJECTIONS

If the JCHA makes a transfer offer to a resident as a result of a resident request and the resident rejects that offer, the resident will be removed from the transfer list and informed that the household's overcrowded circumstances must be alleviated by alternative actions taken by the household. The only exception to this policy is if the reason for the rejection was for extremely limited cases of good cause, e.g., an unforeseeable family medical emergency.

In the case of JCHA required transfers to remedy under-occupancy, if a resident rejects the JCHA offer, the resident will not be dropped from the transfer list, but rather the JCHA may pursue the transfer requirement through a tenancy action in court.

14.11 MOVING COSTS

Residents are responsible for paying all moving costs, except in three cases: 1) when the transfer is required by the JCHA to facilitate revitalization, e.g. 2) when the transfer is required by the JCHA to facilitate capital improvement work, e.g., lead based paint abatement; 3) when an emergency transfer is required because of a dangerous physical condition which was not caused by, or under the control of, the resident household and/or guests, visitors or other persons for whom a household member is responsible.

14.12 JCHA TRANSFER RIGHTS

The above policy is intended to ensure a fair and responsive mechanism for assigning units which become available for resident transfers. The policy is not intended to create or suggest any property right or any other type of right for a resident to transfer or refuse to transfer.

CHAPTER 15: COMMUNITY SERVICE

15.1 OVERVIEW

JCHA and residents must comply with the community service requirement. Non-public housing over-income families are not required to comply with this requirement. Community service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities. [24 CFR 960.601(b)] Applicable self-sufficiency activities may be counted toward the community service requirement.

In administering community service requirements, JCHA will comply with all nondiscrimination and equal opportunity requirements. [24 CFR 960.605(c)(5)] [24 CFR 960 Subpart F (960.600 through 960.609)]

15.2 RESIDENT REQUIREMENTS

QHWRA requires that every adult Public Housing resident, either 1) contribute eight hours per month of Community Service and Self-Sufficiency Requirements (CSSR) or 2) participate in an economic or Self-Sufficiency program, unless he/she is exempt for reasons listed below.

The following adult residents are exempt from this requirement:

- Senior citizens (62 years or older)
- Persons who are blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42U.S.C 416 (i)(1);1382c), and who certify that because of this disability they are unable to comply with the service provisions of this requirement or are a primary caretaker of such individual
- Engaged in work activities. For an individual to be exempt from CSSR because he/she is "engaged in work activities," the person must be participating in an activity that meets one of the following definitions of "work activity" contained in Section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)):
    - Unsubsidized employment
    - Subsidized private-sector employment
    - Subsidized public-sector employment
    - Work experience (including refurbishing publicly assisted housing) if sufficient private-sector employment is not available
    - On-the-job training
    - Job-search and job-readiness assistance
    - Community service programs

  - Vocational educational training (not to exceed 12 months for any individual)
  - Job-skills directed related to employment
  - Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency
  - Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate
  - The provision of childcare services to an individual who is participating in a community service program
- Employed residents or residents who are already engaged in any work activity or self-sufficiency program
- Able to meet requirements under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other welfare program of the State in which PHA is located including a State-administered Welfare-to-work program
- 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 Ac (42 U.S.C. Section 601 et seq.) or under any other welfare program of the State in which PHA is located, including a State-administered Welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.
- Is a member of a non-public housing over-income family.

15.3 ELIGIBLE ACTIVITIES

Community Service may include any volunteer work that serves to improve the quality of life in the Public Housing community or neighborhood or larger community. The community services need not be performed at the Public Housing site, but more likely will be performed at local churches, schools, day care centers, neighborhood associations, or non-profit service organizations, etc. Self-Sufficiency may include any activity that will improve the resident family's economic well-being, including training programs and job-related activities. Residents are in compliance with Community Service if they perform any of the following activities:

- Engaged in vocational educational training (not to exceed 12 months with respect to any individual) or in job-skills training directly related to employment
- Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence
- Provide childcare services to an individual who is participating in a community service program
- Serving at local public or nonprofit institutions such as schools, Head Start Programs, before-or after-school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult daycare centers, homeless shelters, feeding programs, food banks, or clothes closets.

- Non-profit organizations serving PHA residents or their children, such as: Boy or Girl Scouts, Boys or Girls Club, 4-H Clubs, Police Activities League, organized children's recreation, mentoring or education programs, Big Brothers or Big Sisters, Garden Centers, community clean-up programs, beautification programs,
- Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels
- Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods or performing arts
- PHA housing to improve grounds or provide gardens, or work through Resident Advisory Board, outreach and assistance with PHA-run self-sufficiency activities including supporting computer learning centers; and
- Care of the children of other residents so parents may volunteer.

Pursuant to 24 CFR 960.609, no PHA may substitute community service activity performed by a resident for work ordinarily done by a PHA employee. However, residents may do community service on PHA property or with or through PHA programs to assist with or enhance work done by a PHA employee. The JCHA Resident Empowerment and Community Engagement Department is available to assist residents with identifying appropriate community services activities.

15.4 PROCESS

At each family's re-certification, the JCHA may accept resident self-certifications of compliance with the CSSR. The JCHA is required to notify residents that the self-certifications may be subject to 3rd-party verification. The JCHA must validate a sample of the self-certifications annually. The JCHA's process must comply with PIH-2016-06 (HA). The resident is required to provide any necessary verification to establish his/her exemption from or compliance with the requirement. They must also sign a certification that they have received and read the policy and understand that if they are not exempt, failure to comply will result in nonrenewal of their lease per 24 CFR 966.4(l)(2)(iii) (D.).

Residents may perform the required Self-Sufficiency service in any activity that serves to increase their own self-sufficiency or economic independence; provided the activity is for at least 8 hours every month.

15.5 NON-COMPLIANCE

A resident who was delinquent in performing Community Service hours under the Lease is still obligated to fulfill their Community Service and Self-Sufficiency Requirements for the past year.

At annual recertification, the JCHA must give written notice to the Head of Household indicating which household members failed to complete the 96 hours of Community Service for the prior year. The written notice of noncompliance must also inform the resident that failure to comply will result in non-renewal of the Lease and termination of tenancy. The resident must be in compliance with any delinquent, as well as current Community Service Requirements.

The JCHA must offer the resident the opportunity to enter into a written agreement to cure the noncompliance for both the delinquent and current Community Service requirements, if applicable. The agreement should include:

- The additional number of hours needed of Community Service or Self-Sufficiency to make up the required number of hours under the current Lease;
- Assurance that all members of the family who are subject to these requirements are in compliance;
- Written assurances, satisfactory to the JCHA that any noncompliant resident no longer resides in the unit.

The resident must be informed of the right to request a grievance hearing on the JCHA's determination of noncompliance in accordance with Part 966, subpart B, and that they may seek a legal remedy from the termination of tenancy action.

CHAPTER 16: PETS

16.1 INTRODUCTION

This chapter explains JCHA's policies on the keeping of pets and any criteria or standards pertaining to the policies. The rules adopted are reasonably related to the legitimate interest of JCHA to provide a decent, safe and sanitary living environment for all residents, and to protect and preserve the physical condition of the property, as well as the financial interest of JCHA.

16.2. APPROVAL

No pet may be kept unless agreed to in writing by Site management and the Head of the Household must sign an appropriate Pet Agreement. A Resident Household is allowed only one common household pet. Pet sitting is not allowed under any circumstance for any period of time.

16.3. OWNERSHIP FEE

An ownership fee of $100.00 shall be required for each dog. The JCHA reserves the right to change this fee amount consistent with federal guidelines at any time. Residents who previously paid a pet ownership fee according to JCHA policy in effect at the time, of less than $100.00 will not be required to pay an additional fee on an existing pet. The fee will be waived for service animals. The ownership fee is non-transferable. Therefore, if the dog expires and the owner gets another dog than a new ownership fee of $100.00 must be paid for the new dog.

In addition, a separate pet waste removal charge of up to $20.00 per occurrence will be imposed for pet owners who fail to remove pet waste when walking the dog.

16.4. ALLOWED PETS

Dogs: No more than 24 inches in height and 40 pounds in weight. Must be spayed or neutered. No pit bulls, rottweilers, chow chows, boxers, akitas, German shepherds, huskies, Alaskan malamutes, Doberman pinschers, presa canario or dalmatians are allowed unless the owner can provide acceptable proof that the dog was in the household prior to 4/17/01 when the existing Pet Policy was adopted.

Birds: Must be maintained in a cage at all time.

Fish: Maximum 20-gallon aquarium**.** Site Management must approve of size and installation.

Small mammals: e.g. hamsters, gerbils, rabbits, etc. must be kept caged at all times

*The following animals are **not** allowed as pets:*

- Snakes of all varieties **or any exotic pet types**
- Members of an endangered species
- Creatures which are inherently dangerous, e.g. tarantulas, piranha, etc.

16.5. PET REGISTRATION

Prospective pet owners must register their pet before it is brought onto the premises and provide the site management office with a picture of the pet. Registration information must be updated annually and includes:

- A certificate or license signed by the Jersey City Department of Health
- Inoculation record, as required by City and/or State regulation that is updated annually and indicates that all required shots have been received and are current.
- Identifying tags on the pet that includes the name, address and phone number of one or more persons responsible to provide care for the pet.
- Certificate stating that the pet has been spayed or neutered.

16.6. REVOCATION OF PERMISSION TO HOUSE A PET

The JCHA may revoke the permission to house a pet on a temporary or permanent basis for the following causes:

1. Creation of a nuisance after proper notification consistent with the pet rules.
2. Excessive pet noise or odor with proper notification.
3. Dangerous behavior by the pet.
4. The pet is not effectively restrained, leashed and under the control of a responsible individual while in common areas.
5. Excessive damage to the apartment/townhouse.
6. Problems with vermin or flea infestation.
7. Failure of the resident to provide adequate care and/or vaccination of the pet.
8. Leaving the pet unattended for eight hours or longer or left alone in an apartment/townhouse overnight.
9. Damage to other apartments/townhouses or common areas.
10. Failure to comply with the terms of the Pet Policy.
11. Failure to curb & clean up after the pet, which encompasses all areas within JCHA's property.

16.7. LEASE VIOLATION

Any violation of the Pet Policy shall be considered a violation of the Lease Agreement and shall subject the resident to appropriate penalties under state statute including eviction proceedings.

CHAPTER 17: RENTAL OF COMMUNITY FACILITIES POLICY

17.1 INTRODUCTION

The JCHA provides and maintains space for a Community Room Facility at each site to be utilized by staff and residents for various activities in an effort to promote and foster positive communication and appropriate social interaction. To this end, the JCHA will make the Community Room Facility available to eligible residents upon receipt of a written request, in the form of a completed Rental Agreement, deposit and fee as outlined by the guidelines provided below.

17.2 USE OF THE COMMUNITY ROOM FACILITY

The Community Room Facility JCHA designates at each site may be utilized for meetings, training, seminars, the provision of social services (i.e., job fairs, medical screenings, etc.), for celebrations such as weddings, graduations, baby and bridal showers, birthdays, and funeral repast services.

The Asset Manager and Resident Leadership will discuss the house rules applicable at their site. The Community Room Facility may be used by the following persons or organizations:

- JCHA meetings and other official business including activities by JCHA-sponsored third parties (e.g. community-based organizations or governmental agencies) to be given priority over all others).
- Resident Councils to conduct meetings and hold Community Events, which are events solely for the benefit and participation of JCHA residents, including recreational and social service activities, that do not charge an admission fee.
- The Resident Head of Household in "Good Standing" may rent the Facility at any JCHA site location.
- At the discretion of the JCHA, the Facility may be utilized by various local agencies, the Board of Education and other public entities, established non-profit organizations with the appropriate 501(c)3 license and NJ State liability insurance, and established private organizations with the appropriate NJ State licenses and liability insurance.

The use of the Community Room Facility will be on a first come, first served basis. However, first priority shall be given to the activities of the JCHA, second priority to meetings and Community Events of the resident council, and third priority to eligible residents of the site.

The Facility may NOT be sub-leased or utilized for fundraising events or profit-making activities unless a written proposal has been submitted to and approved by the Office of the Executive Director as least 30 days in advance for review on a case-by-case basis.

Pursuant to federal regulations, federal tenant participation funds may not be used for the following types of activities:

- Purchase of alcoholic beverages;
- Entertainment, where the dedicated purpose of the event falls under the following categories:
- -Amusement (trips to theme parks, county fairs, etc.)
- -Diversions (theatre, movies, sports events, etc.)
- -Social activities (parties, bowling nights, etc.)
- -Any directly associated costs for the events in categories above (tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities)
- Organized fund-raising costs, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions, regardless of the purpose for which the funds will be used.

It may be rented for a maximum period of four (4) hours on weekdays until 10:00pm and on weekends and holidays until 11:00pm, plus one (1) hour for clean up after the event. The renter may enter the Facility two (2) hours in advance of an event in order to decorate or make preparations.

The Resident Head of Household will sign a contract and the "Hold Harmless" Agreement with the JCHA indicating that the household will comply with all of the rules and responsibilities of Community Room Facility rental.

NO ALCOHOLIC BEVERAGES OR SMOKING IS PERMITTED IN THE FACILITY.

17.3 FEE

All residents, including residents who are members of a resident council, will be charged a minimal rental fee. However, resident councils seeking to hold meeting and Community Events will not be charged a deposit or minimal rental fee provided the community event does not charge an admission fee. A non-refundable deposit of $50 must be paid when returning the signed Rental Agreement in order to reserve the Community Room Facility. The deposit for JCHA residents residing in buildings designated as Elderly and Elderly residents at 3 New Heckman Drive is $25. The deposit will be deducted from the total rental fee due at the time of the event. The rental fee must be paid by MONEY ORDER only and must be made payable to the JCHA. No checks or cash will be accepted.

Residents may not be charged for, or excluded from, utilizing any other common areas, including lounges or sitting areas located in residential buildings.

Written requests to utilize a Community Room Facility must be submitted to the Asset Manager at least 30 days in advance of an event date unless this provision is waived by JCHA (i.e. for repast services). The site's resident council will have the opportunity to review the request and the President of the Association will forward any comments to the JCHA no less than 5 days after the request has been submitted for review.

The rental fee must be paid at least three (3) business days prior to the event and is non-refundable, unless the event is cancelled due to an emergency situation.

An inspection of the Facility will confirm that it was cleaned, mopped, and no damages were incurred. If the Facility or equipment is damaged or missing, the cost of labor, repairs and/or replacement items will be billed to the tenant and paid directly to the JCHA. If damage occurs, the resident Head of Household will not be permitted to rent the Facility for future events.

No rental fee shall be charged to JCHA staff while performing a job-related function, such as training, seminars, meetings, the provision of services to residents, etc. **or to residents in "good standing" renting the room for repast services** or to 3rd parties' at the discretion of the JCHA. Deposits and rental fees for other organizations will be negotiated by the appropriate JCHA staff person and will be paid directly to the JCHA. Any such fees collected will be allocated to the Operating Budget for the site at which the Facility was rented.

Rental Fee Schedule

Site Location	Per Hour Rental Fee	*Deposit*
Marion Gardens	$50.00	$50.00
Booker T. Washington Apts.	$50.00	$50.00
Hudson Gardens	$50.00	$50.00
Holland Gardens	$50.00	$50.00
Curries Woods – Elderly Residents (3 New Heckman Drive)	$25.00	$25.00
Curries Woods – Non-Elderly Residents (3 New Heckman Drive)	$50.00	$50.00
Curries Woods (Community Revitalization Center)	$100.00	$50.00
Berry Gardens (199 Ocean Avenue)	$25.00	$25.00
Berry Gardens (72/82 Danforth Ave.)	No Charge	No Charge
Berry Gardens (92 Danforth Ave.)	$25.00	$25.00
Thomas J. Stewart Apts.	$25.00	$25.00

17.4 RESIDENT RESPONSIBILITIES

The resident renting the Facility must ensure that:

- The total number of individuals at the event does not exceed the maximum capacity limit established by the Jersey City Fire Department for the Facility;
- All guests conduct themselves in a manner that is mindful and respectful of each other, of residents at the site, of neighbors in the community and of the JCHA;
- No illegal criminal activity is engaged in, including the use or distribution of controlled dangerous substances, narcotics, weapons of any kind, or flammable substances;
- Music and conversation must be kept at a level that does not violate any City Ordinance or disturb residents or neighbors in the community;
- No tape or adhesive may be utilized on any surface, excluding tables and chairs. No modifications or alterations may be made to the Facility.

17.5 JCHA RESPONSIBILITIES

The JCHA must ensure that:

- The Facility is maintained in good condition and that the kitchen and bathroom areas, if applicable, are cleaned and in good working order;
- The Facility is available to the RC/RMC, unless being utilized by the JCHA,
- Standing" status of a resident Head of Household will be completed in a timely manner so that the potential rental of the Facility may proceed;
- Any damages are repaired in a timely manner and every effort will be made to ensure that the rental of the Facility for future events is not hindered by the need for repairs;
- Any requests for changes to the deposit and/or rental fee will be reviewed in a timely manner by the appropriate JCHA staff.

CHAPTER 18: LEASE TERMINATIONS

18.1 TERMINATION BY RESIDENT

The resident may terminate the lease at any time upon submitting a 30-day written notice, leaving the apartment in clean and good condition, except for normal wear and tear, and by returning their keys to Site Management. The tenancy will not be considered terminated, and the resident will be responsible for the rent until the keys are returned. If the resident vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

18.2 TERMINATION BY JCHA FOR CAUSE

The JCHA will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

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

A. Nonpayment of rent or other charges;

B. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;

C. Discovery of false statements or fraud in connection with either application for assistance or with re-certification and breach of the terms of Stipulation of Settlements entering judgments of Possession.

D. Failure to allow inspection of the unit;

E. Failure to maintain the unit in a safe and sanitary manner;

F. Assignment or subletting of the premises;

G. Use of the premises for purposes other than as a dwelling unit (other than for JCHA approved resident businesses);

H. Destruction of property by fire caused by resident carelessness or negligence, including the use of fireworks, which is strictly prohibited on JCHA property;

I. Any acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;

J. If the JCHA determines that the dwelling unit is uninhabitable because of imminent danger to the life, health and safety of the resident and the resident refuses alternative accommodations, the tenancy shall be terminated and all or a pro-rated amount of rent paid will be refunded to the resident;

K. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture or production of methamphetamine on the premises of any federally assisted housing and registration as a Sex Offender by the Head of Household;

L. Non-compliance with Non-Citizen Rule requirements;

M. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the JCHA; and

N. Other good cause, including failure to observe any lease clause not listed above. However, an incident of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim and will not be good cause for terminating the tenancy of the victim of such actions.

O. Any ground for eviction stated in NJSA2A:18-61.1 et. Seq.

P. Over Income Families failing to execute a new lease under 24 CFR 960.509 and/or refusing to pay the alternative rent beginning 6 months after the end of the 24 consecutive month grace period.

The JCHA will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

18.3 TERMINATION BY JCHA FOR RELOCATION

The JCHA has established policies and procedures for terminating lease agreements of residents who are required to vacate their current apartment solely due to JCHA redevelopment activities. Such termination policies afford affected residents the right to various types of relocation assistance (depending on the individual circumstances), and in some cases, the eventual right to be re-housed by the JCHA in new or rehabilitated apartments.

18.4 CRIMINAL ACTIVITY PROCEDURES AND POLICY

1. JCHA shall make its Criminal Activity Policy widely available. To do so, JCHA shall post a copy of its Policy on the JCHA website, in the asset manager's office of every

JCHA premises, and in designated areas on JCHA premises. Additionally, JCHA shall make hard copies of the Criminal Activity Policy available upon request.

2. JCHA shall provide a copy of the Criminal Activity Policy to residents upon move-in and, again, during annual recertification. Upon signing the lease and as a condition thereof, residents must read the Criminal Activity Policy (which is found in a lease addendum entitled Public Housing One-Strike Policy Lease Addendum) and be provided with the ability to review same with a JCHA employee in order to obtain the utmost clarity regarding its content. Moreover, residents (head of household and every person listed on the lease who has reached the age of a legal adult) shall be required to sign and date an appropriate acknowledgement form. The acknowledgement form should state that the signer understands JCHA's Criminal Activity Policy and, as a condition of the lease, promises to comply with its terms.
3. JCHA shall provide residents with and maintain uniform procedures for enforcing its Criminal Activity Policy. Such procedures include the following: the Compliance/Legal Assistant receives the Daily Arrest Bulletin and thereafter, on a daily basis, informs the Director of Compliance and Asset Manager (AM) about site arrests via e-mail. The AM will request the arrest report from the Compliance/Legal Assistant. The AM reviews the report and based on the charges does one of the following: (1) takes no further action; (2) sends a notice to cease; or (3) contacts the head of household to discuss the circumstances involving the arrestee; and (4) discusses the information received with In-House Counsel (IHC) to ultimately decide if the issuance of a Notice of Termination is warranted. Where a decision is made to issue a Notice of Termination, the Notice will give the resident ten (10) business days to request a meeting with the AM and IHC to discuss the arrest/criminal activity at issue, any updated information since the incident occurred, and options to remote the arrestee from the household. The Notice will inform the head of household of the right to seek legal representation, bring witnesses to the meeting and to review documents in his/her file at his/her expense.
4. If the resident requests a meeting, then the IHC will issue a letter to schedule a meeting with the resident and AM at the central office or the asset management office. Upon the IHC's review of all facts, documents, and discussion at the meeting, the IHC will issue a summary letter to the resident. A copy of the letter goes to the resident and the AM.
5. If an agreement is reached between the parties during the meeting, the Notice of Termination may be rescinded upon full compliance of the terms of the agreement that was reached between the parties, which could include the tenant's agreement to remove a member of the household and/or to transfer to an appropriately sized unit within a specified time. However, failure to comply with this agreement would result in the filing of an eviction case and the case being resolved in court. Court resolution would subsequently result in one of the following three ways: (1) dismissal of the complaint and no further action; (2) court stipulation agreement whereby the resident would remain on premises or agree to vacate on a specified date; or (3) court decision for eviction after the issuance of a judgment of

possession. The AM must notify the local post office after the individual or family vacates the unit.

6. In accordance with federal law and applicable HUD regulations, a criminal conviction is unnecessary to demonstrate violations of the applicable lease. The existence of criminal activity and proof of same by a "preponderance of evidence" shall be sufficient proof of violation of the lease.
7. 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).
8. JCHA shall pursue evictions under its Criminal Activity 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.
9. If a resident has been evicted based on a Criminal Activity Policy violation and the charges against the resident are dismissed or if the resident is acquitted—not pled down to a lesser offense—then the resident shall be reinstated to the Section 8 Voucher Program if the resident previously held a voucher. If the resident previously resided in public housing, then that resident shall be reinstated to the next available public housing unit.
10. The lease shall require the tenant to act and cause authorized tenant members, guests and other persons under the tenant'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 development in a decent, safe and sanitary condition, including refraining from behavior caused by drug or alcohol abuse that interferes with the health, safety or right to peaceful enjoyment of the premises by other tenants, housing authority employees, or persons residing in the immediate vicinity of the 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 life, health, safety or right to peaceful enjoyment of housing authority's premises by other tenants, housing authority employees, agents of JCHA, or persons residing in the immediate vicinity of the premises. A criminal conviction is not needed to demonstrate serious violations of the lease;
    - Engaging in any drug-related criminal activity on or off JCHA 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;
    - Owning or possessing illegal weapons on JCHA property;

- Causing any fire on JCHA premises, either intentionally or through negligent or careless disregard.
- If tenant, household members, guests or other persons under tenant's control have been convicted of manufacture or production of methamphetamines on the premises of federally assisted housing, the lease shall be terminated immediately;
- If tenant, household members, guests or other persons under tenant's control are subject to a lifetime registration requirement under state sex offender registration laws, then the lease shall be terminated immediately;

11. JCHA shall emphasize that the foregoing list of prohibited actions is not exhaustive. In all circumstances, except in circumstances that necessitate mandatory evictions, JCHA retains the authority to, after considering all credible evidence and on a case-by-case basis, decide against termination. JCHA shall consider the following factors when making determinations regarding authorized evictions under its Criminal Activity Policy:

    - Seriousness of the offending action
    - The extent of participation by the leaseholder and other household members in the offending action, including whether the culpable member is a minor, disabled, or a victim of domestic violence, dating violence, sexual assault or stalking
    - The effects the eviction would have on family members not involved in the offending activity
    - The extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action
    - The effects the eviction, or the absence of eviction, would have on the community
    - The demand for public housing by eligible families
    - The length of time since the offending action
    - If JCHA considers rehabilitation, then the tenant must submit evidence (e.g. formal certification of his/her participation in, or completion of, a rehabilitation program recognized by JCHA)

12. The following guidelines shall serve as an instructive guide for JCHA and residents 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 eviction.

A. Drug charges:

- ***By Head of household:***
  - Possession with intent to distribute --- On/Off site --- termination of tenancy.
  - Possession charge only --- On/Off site --- 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 site --- termination of tenancy.
  - Possession charge only --- On/Off site --- 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 site** --- stipulation agreement for offender not to enter the unit and no further Criminal Activity Policy violations from the unit for two years. Also, if the arrest happened in the unit with drugs, then termination of tenancy.
    - **Off-site** --- 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 public housing, then stipulation agreement for offender not to enter the unit and no further Criminal Activity Policy violations from the unit for two years.
  - ***Possession charge only --- On/Off site ---*** certification to be signed by head of household and 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 JCHA 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 tenants 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 premises by other tenants.

B. Weapon charges:

- ***Firearms:***
  - ***By Head of household --- On/Off site*** --- termination of tenancy.
  - ***Other member of household on lease --- On/Off site ---*** termination of tenancy.
  - ***Persons not on lease:*** relative, guest, or frequent visitor not on the lease using the address of the head of household ***--- On site ---*** stipulation agreement for the offender not to enter the unit and no further Criminal Activity Policy violations from the unit for two years. Also, if the arrest happened in the unit with weapons, then termination of lease
  - ***Persons not on lease:*** relative, guest, or frequent visitor not on the lease using the address of the head of household ***--- Off site ---*** 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 JCHA address. Also, if charged within 500 feet of public housing, then stipulation agreement for offender not to enter the unit and no further Criminal Activity Policy violations from the unit for two years.
- ***Weapons other than firearms:***
  - ***By Head of household --- On/Off site ---*** based on the severity of weapons charge: termination of tenancy or stipulation agreement for no further Criminal Activity Policy violations for two years.
  - ***Other member of household on the lease ---On/Off site ---*** based on severity of weapons charge: termination of tenancy 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 site ---*** 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 JCHA address.

C. Alcohol abuse: pattern of abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants

- ***Head of household and any other member of the household on the lease:***
  - ***On site ---*** stipulation agreement for a rehabilitation program and no further Criminal Activity Policy violations for two years.
  - ***Off site ---*** N/A
- ***Persons not on lease:*** relative, guest, or frequent visitor not on the lease using the address of the head of household:

- ***On site:*** stipulation agreement for the offender not to enter the unit and no further Criminal Activity Policy violations from the unit for two years.
- ***Off site:*** N/A

D. Violent criminal activity:

- Violent criminal activity that interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants:
  - ***Head of household --- On/Off site ---*** termination of tenancy.
  - ***Other member of the household on lease --- On/Off site---*** termination of tenancy.
- ***Violent criminal activity AND evidence that offender is residing in the unit***
  - ***Persons not on lease:*** relative, guest, or frequent visitor not on the lease using the address of the head of household
    - ***On site:***
      - With evidence that offender is residing in the unit --- stipulation agreement not to enter or visit the head of household in the unit and no further Criminal Activity Policy violations for two years.
      - Without evidence that offender is residing in the unit --- certification to be signed
    - ***Off site:***
      - 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 JCHA address. Also, if charged within 500 feet of public housing, then stipulation agreement for offender not to enter the unit and no further Criminal Activity Policy violations from the unit for two years.
- ***Violent 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 site*** --- (1) termination of tenancy if there is evidence that the offender is residing in the unit; (2) stipulation agreement for the offender not to enter the unit and no further Criminal Activity policy violations from the unit for two years.

13. Where JCHA deems appropriate and executes a stipulation agreement, JCHA shall seek eviction 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 its Criminal Activity Policy, then JCHA may offer an informal grievance hearing to resolve the lease violation if it is not another Criminal Activity Policy violation.

14. 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 JCHA housing must provide sufficient proof that the offending individual has indeed been physically removed from the housing unit. To do so, tenants shall refer to the following list. Tenants must provide documents and/or satisfy criteria from the following list, which must total a minimum of 10 points.
    - Lease of removed person, evidencing his/her new address or documentation from court, police dept, or prosecutor's office of current address ***(10 PTS)***
    - 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)***
    - Resident in good standing ***(5 POINTS)***
    - JCHA checks subject apartment and finds no evidence that the culpable person is still living in the apartment ***(5 POINTS)***
    - Documentation notifying the USPS of a change of address for the offender ***(5 POINTS)***
    - Mail going to removed person at different address or documentation from a social services agency (i.e. public assistance) of current 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)***

15. 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 and, if appropriate, remove all non-elderly members from the lease, and sign a Stipulation Agreement barring further violation of the lease provisions for two years.

18.5 REAL ESTATE ASSESSMENT CENTER'S ENTERPRISE INCOME VERIFICATION (EIV) DEBTS OWED AND TERMINATIONS MODULE (DOTM)

HUD requires all PHAs to input debts owed and other adverse action information for former program participants into the Real Estate Assessment Center's (REAC) Enterprise Income Verification (EIV) Debts Owed and Terminations Module (DOTM). HUD regulations at 24 CFR

5.233 require all PHAs to use the EIV System in its entirety, including, but not limited to, the DOTM. PIH Notice PIH-2011-65 (HA) requires PHAs to record end of participation (EOP) dates in the Public and Indian Housing Information Center (PIC) within 60 days of the EOP effective date. Based on the above-referenced federal regulation, JCHA must enter debts owed of all JCHA residents within 60 days of their EOP date.

HUD's record retention policies at 24 CFR Part 908 and 24 CFR Part 982 provide that the PHA may destroy your records three years from the date your participation in the program ends. To ensure the availability of resident records, disputes of the original debt or termination information must be made within three years of the end of participation date; otherwise the debt and termination information will be presumed correct. [HUD form 52675]

18.6 PROTECTING DUE PROCESS RIGHTS

Residents shall receive written notice of determination to terminate tenancy, prepared by a JCHA tenancy attorney and served by regular and certified mail. In some instances, the attorney may request that the Site staff also personally serve the Notice. In accordance with the notice provision described in 18.5.2, the notice shall be not less than five days or more than 30 days as determined by the exigency of the situation.

After a notice of termination is issued, the Resident shall have the right to an informal hearing before the Manager and JCHA tenancy counsel. However, the resident does not have a right to a grievance hearing under the JCHA's Grievance Policy. The date and time for the informal conference shall be stated in the Notice.

The Resident may be represented by an attorney or bring any other person(s) of their choosing. The Resident may present any information which they believe will elucidate or ameliorate the charge(s). JCHA counsel will provide to the JCHA and the Resident a summary of the informal hearing and any determinations reached.

Prior to a court hearing, the Resident will have a right to review any relevant documents, regulations, or records directly related to the termination and eviction and will have the right to copy same at the residents own expense.

18.7 NOTICES

The JCHA will provide written notice of any proposed termination of the Lease Agreement to the Resident Head of Household as follows:

1. 30-day notice in the case of failure to pay rent.

2. A reasonable time of notice considering the seriousness of a situation but not in excess of a 30-day notice if the health or safety of other residents, JCHA employees, or persons residing in the immediate vicinity of the premises is (are) threatened, or if any member of the household has engaged in any drug-related or violent criminal activity or if any member of the household has been convicted of an offense which carries a maximum term of imprisonment of more than one year.

3. 30-day notice for any other case except if a State or local law allows a shorter notice period, then the shorter period notice will be used.

The Notice of Termination will be served by JCHA tenancy counsel via regular and certified mail. If the Notice by certified mail is returned, unclaimed, but the Notice by regular mail is not returned, the JCHA will regard the Notice as properly served. In some cases, where time is of the essence, tenancy counsel may instruct Site staff to serve the Notice of Termination in person to the resident.

A Notice of Termination will state specific reasons for the termination action and will inform the resident of his/her right to make a reply and to examine JCHA documents relevant to the termination. The Notice of Termination will also inform the resident of the right to request a grievance hearing (except in cases of criminal activity and drug-related criminal activity). The JCHA will not terminate a tenancy until the period to request a hearing has expired or the grievance process has been completed.

Any Notice to Vacate required by State or local law may be combined with, or run concurrently with the Notice of Termination.

The Notice to Vacate will be in writing and will specify that if the Resident fails to leave the apartment within the statutory period, the JCHA will take appropriate court action and the resident may be required to pay court costs and attorney's fees.

18.8 LEGAL FEES

When the JCHA successfully pursues court action against a resident, and is granted an eviction and repossession of the apartment, the JCHA will assess the resident the reasonable fees charged by the JCHA's tenancy attorney. Such assessment can include (but not be limited to) the costs of filing, serving, and litigating any Notice to Cease, Notice to Quit, complaint for possession, or warrant for removal. Attorney's fees will be charged to the resident only if the JCHA prevails or if it is agreed, in court that such fees will be paid by the resident in settling the case.

18.9 ABANDONMENT

Abandonment is an extended absence wherein the tenant has been absent from the unit for longer than 60 continuous days. JCHA will allow exceptions for extenuating circumstances. Tenants must continue to comply with lease obligations, including payment of the rent throughout the absence. Unauthorized persons living in the unit during an extended absence will be deemed "trespassers" and will be subject to removal. Residents allowing anyone to "live" in Public Housing apartments who is not formally approved for occupancy by JCHA management are in serious violation of the Lease and will be pursued accordingly. Adding new adults to household occupancy prior to explicit, formal management approval is strictly prohibited and a serious violation of the Lease (see Chapter 12, Section 7 regarding adding a member to a household).

Pursuant to New Jersey State law, the JCHA will dispose of any tangible goods, chattels, or other personal property left on or in JCHA property by a Resident Household who has left their apartment or townhouse and who the JCHA reasonably believes has no intention of returning and claiming any and all personal belongings left on the premises provided that:

The JCHA has executed a warrant for removal and regained possession of the premises;

Or

The Resident Household has given written notice that he/she is voluntarily relinquishing possession of the premises.

Or

The Resident Household has abandoned the unit without giving notice as defined above. JCHA will notify the resident household if JCHA believes the Unit has been abandoned. Relevant evidence of abandonment includes and is not limited to USPS mail being returned as undeliverable, inspection of the apartment conducted by JCHA, its staff and/or a wellness check by the police department.

18.10 NOTICE TO RESIDENT HOUSEHOLD PRIOR TO DISPOSITION

19. Prior to disposing of any personal property, the JCHA will give written notice to the Resident Household sent by certified mail, return receipt requested to the Resident Household's last known address and to any alternate addresses known to the JCHA. The envelope will be marked "Please Forward".

    The Notice to the Resident Household will state the following:

The property left on JCHA premises is considered abandoned and must be removed within 30 days after delivery of the notice or within 33 days of mailing of notice, whichever comes first.

If the property is not removed within the above time, the JCHA will sell or dispose of the property at its discretion.

19. If the tenant is granted an order for "orderly removal" by a court of competent jurisdiction, the "orderly removal" may include language that any property left behind by the tenant at the time of a "lock-out" is abandoned.

    If this language is included in the court's order, the Landlord may immediately dispose of any property remaining in the unit after the lock-out as such property is considered by the court to be abandoned. If no court order for orderly removal exists or such language stated above is not included in the order, then Section 18.6(a) and 18.6(b) applies.

18.11 STORING ABANDONED PROPERTY

After sending notice to the Resident Household, the JCHA will store all personal property of the Resident Household either on the premises or in a safe and secure off-premises location. The JCHA will, however, immediately dispose of all perishable foodstuffs and notify an animal control agency or humane society to remove any abandoned pets. The Resident Household will be liable for any cost incurred by the JCHA in either moving or storing the property and must pay these costs upon removal of their property. The JCHA shall not be responsible for any loss, either living or non-living chattel**,** to a Resident Household resulting from storage of property unless the loss was caused by the JCHA's deliberate or negligent act or omission.

18.12 CONDITION UNDER WHICH PROPERTY IS CONSIDERED ABANDONED

If the Resident Household responds in writing or orally to the JCHA on or before the date specified in the JCHA's Notice, that the Resident intends to claim and remove the personal property, then the Resident must do so either within the original notice time frame or within 15 days after the Resident's written response, whichever is later. If the Resident fails to remove the property within this time frame, the personal property is considered abandoned. If the JCHA receives no response from the Resident Household within the Notice timeframe, then the personal property is considered abandoned.

18.13 OPTIONS FOR DISPOSAL OF PROPERTY

The JCHA will dispose of abandoned property as follows:

The JCHA will sell the property at a private or public sale if the property is determined to have sufficient value as to warrant sale. All property of insufficient value will be discarded. In the case of a sale, the JCHA will deduct all reasonable costs associated with the notice, storage and sale of the property and any unpaid rent and charges. After these deductions, the JCHA will forward the remaining proceeds along with an accounting to the Resident. If, after due diligence, the Resident cannot be found, the proceeds will be deposited into the Superior Court.

CHAPTER 19: VIOLENCE AGAINST WOMEN ACT (VAWA)

19.1 VIOLENCE AGAINST WOMEN ACT (VAWA)

In accordance with Title VI of Public Law 109-162 and the applicable sections of the U.S. Housing Act of 1937, as amended, the JCHA is committed to preserving and protecting the right to safe, affordable housing for victims of domestic violence, dating violence, sexual assault or stalking.

The purpose of this policy is to implement applicable provisions of the Violence Against Women Act of 2005, the Violence Against Women Reauthorization Act of 2013, and the Violence Against Women Reauthorization Act of 2013: Implementation in HUD Housing Programs, and to set forth JCHA's policies regarding domestic violence, dating violence, sexual assault and stalking regardless of sex, gender identity, or sexual orientation. In compliance with the Implementation rule, the JCHA will provide the HUD "Notice of Occupancy Rights" and "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternative Documentation" form which explains applicant and tenant rights under VAWA. The JCHA will comply with any provision of Federal, State or local law that provides the greatest protection for victims of these criminal acts.

19.2 DENYING ASSISTANCE TO DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING VICTIMS

No applicant to JCHA's Public Housing Program who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking shall be denied admission into the program if they are otherwise qualified.

19.3 TERMINATING ASSISTANCE OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING VICTIMS AND OFFENDERS

The Violence Against Women Reauthorization Act of 2013: Implementation in HUD Housing Programs provides that "if an individual meets all eligibility requirements and complies with all occupancy requirements, the individual cannot be denied assistance, or have assistance terminated solely on the basis that the individual is a victim of domestic violence, dating violence, sexual assault or stalking."

JCHA may exercise its authority to "bifurcate a lease for the housing in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant of the housing."

In the event that the resident victim is not the Head of Household, the JCHA will honor court orders addressing the rights of access to or control of the unit, including civil protection orders that address the possession of property in cases where a family breaks up.

If the removed resident or lawful occupant was the sole resident eligible to receive assistance under a covered program, the JCHA will provide 90 calendar days from the date of bifurcation to any remaining resident in order to establish eligibility subject to the New Jersey Anti-Eviction Act. If the remaining resident cannot establish eligibility, the JCHA will provide the resident reasonable time to find new housing or to establish eligibility under another covered housing program not to exceed an additional 30 calendar days.

While the JCHA acknowledges the need to protect victims of domestic violence crimes, it has an obligation to provide safe and affordable housing to all residents.

VAWA does not limit JCHA's authority to terminate the assistance of any resident victim if JCHA "can demonstrate that an actual and imminent threat to other tenants or individuals employed at or providing service to the property would be present if the assistance is not terminated or the tenant is not evicted. For example, the victim could be evicted if the JCHA can demonstrate that by not evicting the victim would present a real physical danger that a) would occur within an immediate time frame, and b) could result in death or serious bodily harm to other tenants or those who work on the property. This action may be taken only if there are no other actions that could be taken to reduce or eliminate the threat.

19.4 VICTIM DOCUMENTATION

If the applicant or resident informs the JCHA that they are or have been a victim of domestic violence, dating violence, sexual assault or stalking, the JCHA can request documentation to certify that they are or have been a victim of any of these incidents. The JCHA's written request must allow at least 14 business days from the date the request is received to provide documentation. The applicant or resident can choose to provide one of the following forms of documentation:

1. A complete HUD-approved certification form provided with the "Notice of Occupancy Rights" under VAWA;
2. A record of a Federal, State or local law enforcement agency, court or administrative agency (such as a police report, protective order, restraining order, etc.) that documents the incident; or
3. A statement signed by the applicant or resident, and signed by an employee, agent or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional from whom assistance was sought in addressing domestic violence, dating violence, sexual assault or stalking, or the effects of abuse. The professional selected by the applicant or resident must attest under the penalty of perjury that they believe the incident(s) are grounds for protection.

Any other statement or evidence that the JCHA has agreed to accept. The required certification and supporting documentation must be submitted to JCHA within 14 business days. If the individual does not provide the required certification and supporting documentation within 14 business days, the JCHA may allow an extension. If the documentation is not submitted within the extension time period, JCHA does not have to provide the protections contained in the VAWA notice. If the JCHA 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 JCHA has the right to request the applicant or resident provide documentation from a 3rd party within 30 calendar days in order to resolve the conflict. If the applicant or resident refuses or fails to provide the documentation within this time frame, the JCHA does not have to provide protections under VAWA.

19.5 EMERGENCY TRANSFERS FOR VICTIMS

Upon written notification to the JCHA and submission of acceptable documentation verifying the incident, as described above, the resident may request to move to another unit and still retain assistance. In order to approve the request and subject to the availability of other units, the JCHA may request documentation to process an emergency transfer in accordance with the requirements of the HUD-approved Emergency Request Form and the JCHA's Emergency Transfer Plan.

Emergency Transfer: The criteria for an emergency transfer under VAWA is:

1) that the resident is a victim of domestic violence, dating violence, sexual assault or stalking;
2) the resident expressly requests an emergency transfer;
3) the resident reasonably believes that they are threatened with imminent harm from further violence if they remain in the current unit
4) **OR,** the resident is a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before the resident requested a transfer.

19.6 VICTIM PROTECTIONS

- The JCHA will vigorously enforce the Criminal Activity Policy and Lease Agreement to protect victims of domestic violence crimes without causing the victim to be penalized in the process.

- The JCHA may exercise its authority to bifurcate a lease for the unit in order to evict, remove or terminate assistance to any individual including a co-head of household who

is a resident and engages in criminal acts of physical violence or who poses an actual and imminent threat to family members, other residents, JCHA employees, or others.

- If the removed resident or lawful occupant was the sole resident eligible to receive assistance under a covered program, the JCHA will provide 90 calendar days from the date of bifurcation to any remaining resident in order to establish eligibility, subject to the New Jersey Anti-Eviction Act. If the remaining resident cannot establish eligibility, the JCHA will provide the resident reasonable time to find new housing or to establish eligibility under another covered housing program not to exceed an additional 30 calendar days.

- The resident victim of such violence will not be evicted, removed, assistance terminated or otherwise punished because of the actions of the resident committing the criminal act. However, the JCHA reserves the right to evict the resident victim for any other material violations of the Lease committed by the victim. Additionally, the JCHA can evict the victim if the JCHA can demonstrate that by not evicting the victim would present a real physical danger that a) would occur with an immediate time frame, and b) could result in death or serious bodily harm to other tenants or those who work on the property. This action may be taken only if there are no other actions that could be taken to reduce or eliminate the threat.

- In the event that the resident victim is not the Head of Household, the JCHA will honor court orders addressing the rights of access to or control of the unit, including civil protection orders that address the possession of property in cases where a family breaks up.

While the JCHA acknowledges the need to protect victims of domestic violence crimes, it has an obligation to provide safe and affordable housing to all residents.

CHAPTER 20: GRIEVANCE PROCEDURE

20.1 RIGHT TO A HEARING

Upon the filing of a written request as provided in these procedures, a resident shall be entitled to a hearing before a Hearing Officer.

20.2. DEFINITIONS

For the purpose of this Grievance Procedure, the following definitions are applicable:

A. **"Grievance"** shall mean any dispute which a resident may have with respect to the JCHA's action or failure to act in accordance with the individual resident's lease or JCHA regulations which adversely affect the individual resident's rights, duties, welfare or status. Grievance does not include any dispute a resident may have with the JCHA concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the JCHA's public housing premises by other residents or employees of the JCHA; or any violent or drug-related criminal activity on or near such premises. Nor shall this process apply to disputes between residents not involving the JCHA or to class grievances.

B. **"Complainant"** shall mean any resident whose grievance is presented to the JCHA or at the development management office.

C. **"Elements of Due Process"** shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:

1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;

2. Right of the resident to be represented by counsel;

3. Opportunity for the resident to refute the evidence presented by the Authority including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and

4. A decision on the merits.

D. **"Hearing Officer"** shall mean a person selected in accordance to hear grievances and render a decision with respect thereto.

E. **"Resident"** shall mean the adult person (or persons) other than a live-in aide who resides in the unit and who executed the lease with the JCHA as lessee of the premises, or, if no such person now resides in the premises, who resides in the unit and who is the remaining head of household of the resident family residing in the unit.

F. **"Resident Organization"** includes a resident counsel.

G. **"Promptly"** shall mean within the time period indicated in a notice from JCHA of a proposed action which would provide the basis for a grievance if the resident has received a notice of a proposed action from the agency.

20.3. PROCEDURES PRIOR TO A HEARING

Any grievance shall be promptly and personally presented, either orally or in writing, to the JCHA central office or to the applicable Site management office so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within fourteen (14) calendar days and one copy shall be given to the resident and one retained in the Authority's resident file. The summary shall specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons for the meeting, and shall specify the procedures by which a formal grievance hearing may be obtained if the resident is not satisfied.

20.4. PROCEDURES TO OBTAIN A HEARING

The resident shall submit a written request for a hearing to the Authority or the development office within fourteen (14) calendar days from the date of the mailing of the summary of the discussion pursuant to Section 20.3. The written request shall specify:

A. The reasons for the grievance; and

B. The action or relief sought.

20.5. SELECTION OF A HEARING OFFICER

A grievance hearing shall be conducted by a Hearing Officer, who is an impartial person selected by the JCHA, other than the person who made or approved the decision under review, or a subordinate of that person. The JCHA may appoint personnel who are not directly involved in the action or appoint a third-party hearing officer to conduct the hearings according to all applicable procurement rules and regulations.

20.6. FAILURE TO REQUEST A HEARING

If the resident does not request a hearing in accordance with this section, then the JCHA's disposition of the grievance shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest the JCHA's action in disposing of the complaint in an appropriate judicial proceeding.

20.7. HEARING PREREQUISITE

All grievances shall be promptly presented in person, either orally or in writing, pursuant to the informal procedure prescribed as a condition precedent to a hearing under this section. However, if the resident can show good cause why there was failure to proceed to the Hearing Officer, the provisions of this subsection may be waived by the Hearing Officer.

20.8. ESCROW DEPOSIT

Before a hearing is scheduled in any grievance involving the amount of rent due as defined in the lease which the JCHA claims is due, the resident shall pay to the JCHA an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The resident shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the JCHA until the complaint is resolved by decision of the Hearing Officer. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending. In extenuating circumstances, the JCHA may waive these requirements.

Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure. However, failure to make payment shall not constitute a waiver of any right the resident may have to contest the JCHA's disposition of his grievance in any appropriate judicial proceeding.

20.9. SCHEDULING OF HEARINGS

Upon the resident's compliance with this section the Hearing Officer shall promptly schedule a hearing for a time and place reasonably convenient to both the resident and the JCHA. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the resident and the appropriate agency official.

20.10. PROCEDURES GOVERNING THE HEARING

The resident shall be afforded a fair hearing, which shall include:

A. The opportunity to examine before the grievance hearing any JCHA documents, including records and regulations that are directly relevant to the hearing. The resident shall be provided a copy of any such document at the resident's expense. If the JCHA does not make the document available for examination upon request by the resident, the JCHA may not rely on such document at the grievance hearing.

B. The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf;

C. The right to a private hearing unless the resident requests a public hearing;

D. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the JCHA, and to confront and cross examine all witnesses upon whose testimony or information the JCHA relies; and

E. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without holding a hearing if the Hearing Officer determines that the issue has been previously decided at another hearing.

If either the resident or the JCHA fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for up to five business days or determine that the missing party has waived their right to a hearing. Both the JCHA and the resident shall be notified of the Hearing Officer's decision. This decision shall not waive a resident's right to contest the disposition of the grievance in an appropriate judicial proceeding.

The following accommodation will be made for persons with disabilities:

A. The JCHA shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.

B. If the resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

20.11. INFORMAL HEARING PROCEDURES FOR DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS

The participant family may request that the JCHA provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS.

The participant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

20.12. INFORMAL HEARING PROCEDURES FOR DENIAL OF REASONABLE ACCOMMODATION OR PHYSICAL MODIFICATION

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.*

20.13. DECISION OF THE HEARING OFFICER

The Hearing Officer shall prepare a written decision, specifying the reasons on which the decision is based, within fourteen (14) calendar days after the hearing. A copy of the decision shall be sent to the resident and the JCHA. The JCHA shall retain a copy of the decision in the resident's folder. A copy of such decision with all names and identifying references deleted shall also be maintained on file by the JCHA and made available for inspection by a prospective complainant, his or her representative, or the Hearing Officer.

The decision of the Hearing Officer shall be binding on both parties. The JCHA shall take all actions, or refrain from any actions, necessary to carry out the decision unless the JCHA's Board of Commissioners determines within reasonable time, and promptly notifies the complainant of its determination, that:

A. The grievance does not concern JCHA action or failure to act in accordance with or involving the resident's lease or JCHA regulations, which adversely affect the resident's rights, duties, welfare or status;

B. The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, JCHA regulations, or requirements of the Annual Contributions Contract between the JCHA and the U.S. Department of Housing and Urban Development.

A decision by the 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 in any manner whatsoever, any rights the resident may have to a trial do novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

20.14: Remote Hearings

The Jersey City Housing Authority (JCHA) began conducting hearings remotely due to the COVID-19 Pandemic in May 2020. The process of conducting remote hearings 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 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 may be conducted telephonically, via video-teleconferencing, or through other virtual platforms absent a request by a party for an in-person hearing. Below are the regulatory program requirements JCHA follows for hearings.

A. Applicant: JCHA will provide an applicant an opportunity for an informal hearing following the JCHA's determination of applicant ineligibility and denial of admission to a project (24 CFR 960.208).
B. JCHA will provide residents with an informal hearing in compliance with 24 CFR 966.5 et seq. Resident may have a dispute with respect to the JCHA's action or failure to act in accordance with the individual resident's lease or JCHA regulations which adversely affect the individual resident's rights, duties, welfare or status. Grievance does not include any dispute a resident may have with the JCHA concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the JCHA's public housing premises by other residents or employees of the JCHA; or any violent or drug-related criminal activity on or near such premises. Nor shall this process apply to disputes between residents not involving the JCHA or to class grievances.

Definitions.

A. **Remote Hearing** refers to the informal hearing for a denial of admission for an applicant (24 CFR 960.208(a)), the informal settlement of a grievance for a tenant (24 CFR 966.54) and the grievance hearing for a tenant (24 CFR 966.56).

1. Technology Platform and Accessibility.

A. **Accessibility requirements for persons with disabilities.** Under Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), JCHA is obligated to take appropriate steps to ensure effective communication with applicants, tenants, 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, 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 (AA/S).** 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. 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 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. The JCHA will

consider whether postponing the hearing 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 for LEP persons consistent with its obligations under Title VI of the Civil Rights Act of 1964[18]. The JCHA will generally in such cases coordinate with a remote language interpretation service prior to the remote hearing. 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, whether paper or electronic, and whether provided before, during, or after the hearing, if needed, will be provided in a translated format.

2. Identifying and Resolving Technology Barriers Prior to Conducting the Remote Hearing. The JCHA recognizes that lack of technology or inability to use technology for a remote hearing 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 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 will be postponed, or an in-person alternative will be provided[19]. 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 warrants postponement for that reason, the JCHA will not hold against the individual his or her inability to participate in the remote hearing. For use of videos or telephones, all materials to be presented during the remote hearing, whether paper or electronic, will be provided to the individual or family prior to the remote hearing 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. For example, the JCHA may ask if the resident has a computer, phone, tablet or laptop that has a camera, if the resident has 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

[18] See also Lau v. Nichols, 414 U.S. 563 (1974)

[19] 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.

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.

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.

v. **Voice Only Option (Telephone).** Conducting a remote hearing by telephone is the least preferred option due to the challenges of not being able to view documents being presented at the remote hearing (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 by telephone. However, if the JCHA and participant choose to proceed with a telephone hearing, 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 by phone.

3. Presenting Documents Prior to a Remote Hearing. If a video or telephone conference is used for the remote hearing, all materials being presented, whether paper or electronic, will be provided to the individual or family prior to the remote hearing, and may be submitted electronically to the HUD Field Office of Public Housing. 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, the JCHA is responsible for minimizing the risk of exposure or misuse of the data collected, used, and shared. JCHA must 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. **Due Process for Remote Hearings.** JCHA will follow HUD regulations at 24 CFR part 966, subpart B (public housing grievance process) and include the procedures in the resident's lease.

i. **Conducting Discovery and Providing Evidence.** JCHA may request and copy any of the individual's or family's documents at the JCHA's own expense in accordance with 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 21: MIXED–FINANCE DEVELOPMENTS

21.1. INTRODUCTION

The JCHA has partnered with private industry developers to create and manage several mixed-finance, Low-Income Housing Tax Credit (LIHTC) communities in which some of the units are Public Housing units (ACC Units) that are also subject to the rules prescribed by the New Jersey Housing and Mortgage Finance Agency (NJHMFA) and/or Internal Revenue Service (IRS) Section 42, as well as private management rules and regulations.

This chapter is intended to provide policy guidance to residents residing ACC Units in mixed-finance developments. The following should not be interpreted as inclusive of all rules and regulations, which may vary by development depending upon individual private management operational protocols and "house rules," but rather examples of differences between conventional Public Housing and ACC Units in LIHTC communities. Further clarification regarding the rules and regulations of mixed-finance developments should be obtained from the private management company at the individual developments.

Federal Civil Rights and Fair Housing laws apply to mixed-finance developments. Please refer to the individual mixed-finance developments for Fair Housing and Reasonable Accommodation Policies which defines their procedures, and identifies their Section 504/ADA Coordinator.

21.2. APPLICANT SELECTION AND ASSIGNMENT

The JCHA provides Applicant Selection and Compliance Services to the following Mixed Finance Developments which include some Public Housing units:

SITE CODE	***DEVELOPMENT***	***OFFICE LOCATION***
AMP 13	Lafayette Senior Living Center *(Designated Seniors Only)*	463 Pacific Avenue
AMP 14	Pacific Court Townhouse	148 Bramhall Avenue
AMP 15	Woodward Terrace	148 Bramhall Avenue
AMP 17	Gloria Robinson Court Homes	348 Duncan Avenue
AMP 18	Barbara Place	471 Pacific Avenue

AMP 19	Gloria Robinson Court Homes II	348 Duncan Avenue
AMP 20	Ocean Pointe East & West *(Designated Senior Only)*	460 Ocean Avenue
AMP 21	Glennview Townhouses I	463 Pacific Avenue
AMP 22	Gloria Robinson Court Homes III	348 Duncan Avenue
AMP 23	Glennview Townhouses II -East	463 Pacific Avenue
AMP 24	Gloria Robinson Court Homes IV	129 Harvey Avenue
AMP 25	Glenview Townhouses II -West	463 Pacific Avenue
	Catherine Todd Apts. *(Designated Senior Only)*	561 Montgomery Street
AMP 26	Mill Creek Gardens	561 Montgomery Street

Under the monitoring and compliance policies of the JCHA, the applicable private-sector Management Company (Agent) publicly advertises for applicants to develop separate site-based ACC Unit waiting lists for each mixed-finance community. The advertisements will include site and program descriptions and Local Preferences, as well as, the time and place where applications are available. The Agent will also be required to notify affordable housing stakeholders identified by JCHA regarding the development of each site-based ACC Unit waiting list.

To ensure a non-discriminatory selection process, all applications are mailed directly to the Agent who will certify receipt and sequence all applications by postmark. Those with the same postmark are drawn by lottery and sequenced accordingly.

If and when a site-based waiting list for ACC Units within a mixed-finance community is exhausted (i.e. there are no eligible applicants), the JCHA's Agent shall receive potential tenants from the JCHA's own public housing waiting list until such time as the Agent receives approval from JCHA to publicly advertise for new applicants to create a new separate site based waiting list.

Each applicant in a particular group or category must be treated on an individual basis in the normal processing routine (24 CFR 960.205). However, a Head of Household, who is a full-time student and is applying for a Tax Credit unit in a mixed finance development, must meet the

eligibility requirements pertaining to full-time students of Section 42 of the Internal Revenue Code of 1986, as amended from time to time.

Currently, in accordance with HUD Handbook 7465.1 REV 2, prior to placing a family on the waiting list, or admitting a family as a tenant, the private management agent must obtain a written application from the applicant. Applications for ACC Units at mixed-finance developments may be picked up at the individual site offices indicated above. Each applicant determined to be prospectively JCHA eligible will be notified in writing when their name approaches the top of the list. These rules remain in effect until all Agent waiting lists have expired. As each Agent waiting list expires, the Agent will obtain potential tenants from the JCHA waiting list until such time as the Agent gets approval from the JCHA to publicly advertise for new applicants to create a new separate site-based waiting list.

Mixed finance developments purge their waiting lists periodically on varied schedules. The opening and closing of waiting lists are also governed by policies established by each mixed-finance development until the Agent waiting list expires.

21.3. LOCAL PREFERENCES

Currently, the private-sector Management Company (Agent) managing a mixed-finance development will select applicants for each new mixed-finance community from the applicable site-based waiting list, and based upon their eligibility, date of application, home visit, landlord and criminal background checks and meeting the qualifications for the specific local preferences (including income targets).

(Note: Pursuant to Section 504, an exception to the Local Preferences will be made to facilitate selection and assignment of eligible applicants who require handicapped accessible units). After transition to the JCHA waiting list, all current preferences will remain in effect.

21.4. ELIGIBILITY AND OCCUPANCY STANDARDS

Each mixed-finance development has eligibility and occupancy standards in compliance with HUD and LIHTC regulations. Each applicant will be screened in keeping with sound management practices to ensure the ability to comply with essential provisions of the lease. Information considered in completing applicant screening shall be reasonably related to assessing the conduct of the applicant and other family members regarding conduct and behavior (i.e. financially responsible, history of abusive/threatening behavior, lifetime registration as sex offender, etc.).

Occupancy policies are established to ensure that units will be occupied by families of the appropriate size. However, no more than the maximum number of persons per bedroom, as established by local building code, HUD and LIHTC standards, will be permitted.

21.5. LEASING AND RENT

Currently, upon being determined eligible for an ACC Unit and selected from the waiting list, the private management agent (Agent) at each mixed-finance development follows applicable HUD and LIHTC Section 42 regulations regarding new resident orientation, lease signing, rules of conduct specific to the development, utility allowances, maintenance procedures, income and income exclusions, asset calculations, payment of rent, late rent payment fees and charges, security deposits, property inspection protocols, recertification and verification process, appliance installation, etc.

At mixed finance developments, the Flat Rent is the LIHTC rent for those units that are both ACC and LIHTC units. The LIHTC rent is subject to periodic change pursuant to NJHMFA rules and regulations.

The Utility Allowance will be deducted from the rent paid by each household including residents paying the Flat Rent. Any utility cost above the allowance is the responsibility of the resident. Any savings resulting from utility costs below the amount of the allowance belongs to the resident.

21.6. TERMINATION OF TENANCY AND GRIEVANCE PROCEDURE

Residents residing in ACC at mixed-finance developments are subject to the same termination of tenancy provisions as residents residing in conventional JCHA Public Housing units with the exception of Relocation under the Uniform Relocation Act which is not applicable in mixed-finance sites (see Chapter 18). The Criminal Activity Policy is also in effect for residents living in units at mixed-finance sites but the “grandparent clause” does not apply. The public housing Grievance Procedure in Chapter 20 does apply but the designated Hearing Officer may change.

CHAPTER 22: FAMILY SELF SUFFICIENCY PROGRAM ACTION PLAN

22.1 INTRODUCTION

The purpose of the Family Sufficiency (FSS) Program for traditional public housing ("LIPH") residents is to empower families to realize long-term financial independence through stable employment. For those LIPH residents that 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.

LIPH 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. The FSS Program will now be extended to include LIPH residents. FSS Program now serves the Housing Choice Voucher (Section 8) Program and LIPH residents, The FSS Program will be coordinated with other JCHA Section 8 related Programs.

22.2 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 LIPH residents 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.

22.3 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.

22.4 OUTREACH AND SELECTION

FSS FAMILY SELECTION CRITERIA AND PROCEDURES:

- The family must be a current LIPH resident.
- The family must not have any outstanding debt owed to the JCHA.
- All selections will be current Public Housing residents 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 LIPH residents. 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 LIPH residents 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 LIPH residents, not from the waiting lists. Therefore, a family's decision not to participate in the FSS Program will not affect the family's participation as a LIPH resident or the family's right to occupancy LIPH unit in accordance with Program regulations and the lease.

22.5 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.

22.6 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 LIPH Program as long as the resident continues to meet the requirements of the LIPH 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 is no longer an LIPH resident;
- The family is evicted from the LIPH 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.

22.7 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 is evicted 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

If a family's FSS Contract of Participation is terminated, they will not lose their LIPH unit 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.

22.8 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 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 a 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:

- Support for FSS participants in good standing, employment preparation costs, and other costs related to achieving obligations outlined in the Contract of Participation;
- Training for FSS Program Coordinator(s); or
- 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 $500, 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

22.9 FINANCIAL COACHING

The JCHA 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.

22.10 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

GLOSSARY

1. Accessible dwelling units—when used with respect to the design, construction or alteration of an individual dwelling apartment, means that the apartment is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. An apartment that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in **24 CFR § 8.32** (the Uniform Federal Accessibility Standards) is "accessible" within the meaning of this paragraph. When an individual dwelling apartment in an existing facility is being modified for use by a specific individual, the apartment will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.

2. Accessible Facility - means all or any portion of a facility other than an individual dwelling apartment used by individuals with physical disabilities. **24 CFR § 8.21 (c)**

3. Accessible Route - For persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. **24 CFR § 8.3**

4. Adaptability - Ability to change certain elements in a dwelling apartment to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types & degrees of disability. **24CFR § 8.3**

5. Adult – An individual who is 18 years of age or older.

6. Affiliated Individual – with respect to an individual (a) a spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in loco parentis; or (b) any individual, tenant, or lawful occupant living in the household of that individual.

7. Alteration - any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, re-roofing, interior decoration or changes to mechanical systems. **24 CFR § 8.3**

8. Applicant – an individual or a family that has applied for housing assistance .

9. Application Form – A full form that includes all the information that a PHA needs to determine family eligibility, type and size of the apartment needed, eligibility for preference, and rent (based upon the family's income and apartment selection)

10. Area of Operation - Jurisdiction of JCHA as described in state law and JCHA's Articles of Incorporation.

11. Assets - Assets means "cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal

property such as furniture, automobiles and household effects or the value of business assets." See the definition of Net Family Assets, for assets used to compute annual income. **24 CFR § 5.603**

12. Auxiliary Aids - means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. **24 CFR § 8.3**

13. Care attendant - a person that regularly visits the apartment of a JCHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by JCHA must demonstrate separate residence) and do not live in the Public Housing apartment. Care attendants have no rights of tenancy.

14. Child - An individual below the age of 18 years unless the individual is an emancipated minor

15. Citizen – Citizen (by birth or naturalization) or national of the United States. 24CFR § 5.504

16. Co-head of household – One of two persons held responsible and accountable for the family.

17. Common Areas - Areas within a building which are normally accessible to all residents, including the corridors, lounge or lobby areas, and areas which contain elements of fire hazards, such as boiler rooms.

18. Community Service Requirements – The performance of voluntary work or duties that benefit the public and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities. See JCHA Procedure on Community Service.

19. Complaint – Any grievance presented in writing within 10 days of the action complained of to the JCHA main office or to the management office of the development in which the resident resides. This may be done by the person, by an appropriate third party of the resident's choice in writing... The grievance, signed by the complainant and filed by him or his representative. The complaint shall specify the particular ground upon which it is based, the action requested and request a hearing.

20. Complainant – Any residents whose grievance is presented to JCHA

21. Covered Families for Welfare Benefits – Families who receive welfare assistance or other public assistance benefits (welfare benefits) from a state or other public agency (welfare agency) under a program for which federal, state or local law requires that a member of the family participate in an economic self-sufficiency program as a condition for such assistance.

22. Covered Person – For the purposes of lease enforcement, covered person means a resident, any member of the resident's household, a guest or another person under the resident's control. **24 CFR § 5.500(a)**

23. Currently engaged in the illegal use of a drug means a person has engaged in the behavior, as determined by the CRC, recently enough to justify a reasonable belief that there is continuing illegal drug use by a household member [24 CFR 960.205(b)(1)]. JCHA defines currently engaged in as any use of illegal drugs during the past three years.

24. Dating Violence: Violence committed by a person: who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

25. Day Laborer – An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future. **24 CFR 5.609 (b)(24) and 5.603(b)**

26. Dependent - A member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student. 24 CFR § 5.603

27. Designated Family - means the category of family for whom JCHA elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act. **PL 96-120**

28. Designated housing (or designated project) - a project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with **PL 96-106**.

29. Development – The whole of one or more residential structures, equipment, roads, walks, and parking lots that are covered by a single contract for federal financial assistance, or are treated as a whole for processing purposes, whether or not located on a common property. **24 CFR § 945.105**

30. 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**

31. Disability Assistance Expenses – Reasonable expenses that are anticipated during the period for which annual income is computed for attendant care or auxiliary apparatus for a disabled family member that are incurred to permit an adult family member (including the person with disability) to be employed, provided that the expenses are not paid to a family member, reimbursed by an outside source, and exceed 3 percent of Annual Income.

32. Disabled Family - A family whose head (including co-head), spouse or sole member is a person with a disability. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. **24 CFR § 5.403**

33. Displaced Person – A person who is displace by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or formally recognized pursuant to federal disaster relief laws 24 CFR § 5.403 For purposes of redevelopment activities, a family may also be displaced as defined in the Uniform Relocation Act. Such families have been displaced if they have been required to permanently move from real property for the rehabilitation or demolition of such property. These families may be entitled to specified benefits under the Uniform Relocation Act. **49 CFR § 24.2**

34. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets **24 CFR § 5.603 (3)** in this section.)

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

36. Drug – A controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

37. Drug-Related Criminal Activity – The illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to manufacture, sell, distribute, or use the drug. **24 CFR § 960.204**

38. Due Process Determination - A determination by HUD that law of the jurisdiction requires that the resident must be given the opportunity for a hearing in a court which provides the basic elements of due process before eviction from the dwelling apartment.

39. Due Process Elements - an eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:
    - Adequate notice to the resident of the grounds for terminating the tenancy and for eviction
    - Right of the resident to be represented by counsel
    - Opportunity for the resident to refute the evidence presented by JCHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the resident may have.

40. Earned Income – means income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. **24 CFR 5.100**

41. Economic Self-Sufficiency Program – Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment, counseling, work placement, basic skills

training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including substance abuse or mental health treatment) or other work activities. **24 CFR § 5.603**

42. Elderly Family - A family whose head (including co-head), or spouse (or sole member) is a person who is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. **24 CFR § 5.403**

43. Elderly Person - A person who is at least 62 years of age. **42 USC 1437a (b)(3)**

44. Eligible Immigration Status – For a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of an acceptable INS document. **24 CFR § 5.508**

45. Eligibility Determination – A determination that examines income, family composition, social security numbers, citizenship or eligible immigration status and elements of criminal history. Families must meet the screening requirements in order to gain eligible status.

46. Emancipated Minor – A person under age 18 who does not live or intend to live with his/her parents, and who has been declared "emancipated" by a court of competent jurisdiction. An emancipated minor is eligible to be a head of household and sign a JCHA lease.

47. Extremely Low-Income Family – A Family whose Annual Income and does not exceed the higher of 30% of area median income, as published by HUD, or the federal poverty level, adjusted for family size.

48. Family - Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in JCHA housing; OR two or more persons who are not so related, but are regularly living together, can verify shared income or resources who will live together in JCHA housing. **24 CFR § 5.403**

    The term family also includes: Elderly family, near elderly family, disabled family (Definition #15), displaced family, displaced person, single person, the remaining member of a resident family, or a kinship care arrangement. Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family.

    The term family in reference to a Single Person also means:

    - An elderly person, displaced person, disable person, near-elderly person, or any other single person;
    - Is an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age;

- Has 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 (42 U.S.C.675(5)(H); and
- Is homeless or is at risk of becoming homeless at age 16 or older.

Live-in Aides may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights as "remaining family members".

Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. These individuals are household members but are not family members and have no rights as "remaining family members".

For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

49. Foster Adult – An adult (usually a person with disabilities) who is placed in someone's home by a governmental agency so the family can help with his/her care. Foster adults may be members of JCHA households, but they have no rights as remaining family members. The income received by the family for the care of a Foster Adult is excluded from Annual Income.

50. Foster Child – A member of the household who meets the definition of foster child under State law. In general, a foster child is placed with the family by an authorized placement agency (e.g. public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.

51. 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.

52. Full-Time Student - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school **24 CFR 5.603**

53. Good Standing - A tenant who is in full compliance with Lease provisions, has no unresolved "Notices to Cease," is current in all payments to JCHA, and passed on the most recent JCHA apartment inspection.

54. Grievance – Any dispute which a resident may have with respect to an JCHA action or failure to act in accordance with the individual resident's lease or JCHA regulations which adversely affect the individual resident's rights, duties, welfare or status.

55. Guest – For the purposes of resident selection and lease enforcement, a guest is a person temporarily staying in the apartment with the consent of the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. 24CFR § 5.100 (8)

56. Head of the Household - Head of the household means the family member (identified by the family) who is held responsible and accountable for the family.

57. Hearing Officer – A person/panel selected in accordance with HUD regulations to hear grievances and render a decision with respect thereto.

58. Hearing Panel – a panel selected in accordance with 24 CFR 966.55 to hear grievances and render a decision with respect thereto.

59. Household – The family and JCHA approved live-in aide. The term household also includes foster children and/or foster adults that have been approved to reside in the apartment (HUD-50058, Instruction Booklet, p.65)

60. Immediate Family Member: a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

61. Imputed Welfare Income – The amount of Annual Income by which a resident's welfare grant has been reduced because of welfare fraud or failure to comply with economic self-sufficiency requirements that is, nonetheless, included in Annual Income for determining rent. 24 CFR § 5.615(b).

62. Independent Contractor – An individual who qualifies as an independent contractor, instead of an employee, under IRS federal income tax requirements and whose earnings are subject to the self-employment tax. 24 CFR 5.609 (b)(24) and 5.603(b)

63. Individual with Disabilities, Section 504 definition 24 CFR § 8.3 Section 504 definitions of Individual with Handicaps and Qualified Individual with disabilities are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term "individual with a disability".

    Individual with disabilities means any person who has:

    a. A physical or mental impairment that: substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.
    b. For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such

current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

c. Definitional elements:
   i. "physical or mental impairment" means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
   ii. Any mental or psychological disorder, such as intellectual or developmental disabilities, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental illness, emotional illness, intellectual or developmental disabilities, drug addiction and alcoholism.
   iii. "Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
   iv. "Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
   v. "Is regarded as having an impairment" means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or
   vi. Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or
   vii. Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

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

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

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

64. Interpretation – The act of listening to a communication in one language and orally converting it to another language while retaining the same meaning.

65. Kinship care - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law) The primary caregiver must be able to document Kinship care, which is usually accomplished through school or medical records.

66. 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.

67. 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.

68. 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

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

70. Low-Income Household - A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjusted for smaller family size. 42 USC 1437a(b)

71. 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.

72. 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.

73. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense not compensated for or covered by insurance in excess of 10% of Annual Income. 24 CFR § 5.603

74. Minor - A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent.) Some minors are permitted to execute contracts, provided a court declares them “emancipated”.

75. Mixed Family – a family with both citizen or eligible immigrant members and members that are neither citizens nor eligible immigrants. Such a family will be charged a pro-rated rent. 24 CFR § 5.504.

76. Mixed Population Project - means a Public Housing project for elderly and disabled families. JCHA is not required to designate this type of project.

77. Multifamily housing project - For purposes of Section 504, means a project containing five or more dwelling units. 24 CFR § 8.3

78. National – A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. 24 CFR § 5.504

79. Near-elderly family - means a family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62, living with one or more live-in aides. 24 CFR § 5.403

80. Near-elderly person - means a person who is at least 50 years of age but below 62, who may be a person with a disability 42 USC 1437a(b)(3)

81. Net Family Assets - The net cash value, after deducting reasonable costs that would be incurred in disposing of: 24 CFR § 5.603
    a. Real property (land, houses, mobile homes)
    b. Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)
    c. Cash value of whole life insurance policies
    d. Stocks and bonds (mutual funds, corporate bonds, savings bonds)
    e. Other forms of capital investments (business equipment)

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

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

    In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms

82. Net Income – Gross income less deductible expenses

83. Non-public housing over-income family – A family whose income exceeds the over-income limit for 24 consecutive months and is paying the alternative non-public housing rent. (See § 960.102 (b) Subpart E)

84. Not in Good Standing – See entry for *Good Standing* above. Once a tenant is deemed to be "Not in Good Standing," tenant must correct infraction and remain corrected for a minimum of 6 months to return to "Good Standing."

85. Other Person Under the Resident's Control - for the purposes of resident selection and lease enforcement means that the person, although not staying as a guest in the apartment is, or was at the time of the activity in question, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not "under the resident's control". 24CFR § 5.100 (8)

86. Over-income family – A family whose income exceeds the over-income limit. (See § 960.102 (b) Subpart E)

87. Over-income limit – The over-income limit is determined by multiplying the applicable income limit for a very low-income family, as defined in § 5.603(b) of this title, by a factor of 2.4. (See § 960.507 (b))

88. Person with a disability[2021] 42 USC 1437a(b)(3) means a person who —
    i. Has a disability as defined in Section 223 of the Social Security Act 42 USC 423 ; or,
    ii. Has a physical or mental impairment that:
        a. Is expected to be of long continued and indefinite duration;
        b. Substantially impedes his/her ability to live independently; and,
        c. Is of such nature that such disability could be improved by more suitable housing conditions; or,
    iii. 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

[20] 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)
[21] A person with disabilities may be a child

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.

89. 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.

90. Portion of Development - includes, one or more buildings in a multi-building project; one or more floors of a development or developments; a certain number of dwelling units in a development or developments. 24CFR § 945.105

91. Pre-Application – typically includes only the information necessary to place an applicant in the right location on the applicable waiting sub-list. Such information would include family size, income amount and sources, disability related features needed and qualification for preference.

92. Preferred/Primary Language – The language that a person with LEP identifies as the preferred language that he or she uses to communicate effectively.

93. Premises – The building or complex or development in which the public or assisted housing dwelling apartment is located, including common areas and grounds.

94. Preponderance of the Evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence that as whole shows that the fact sought to be proved is more probable than not. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

95. 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.

96. Qualified Individual with Disabilities, Section 504 - means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that JCHA can demonstrate would result in a fundamental alteration in its nature.
    a. Essential eligibility requirements include: …stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than JCHA.
    b. For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be "qualified" for

occupancy in a project where such supportive services are provided by JCHA as a part of the assisted program. The person may not be 'qualified' for a project lacking such services. 24 CFR § 8.3

97. 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 ACOP. Applicants who do not qualify for a listed preference will have a longer wait than those who do qualify.

98. Refusal of Housing – An applicant's choice not to accept a JCHA offer of housing without good cause.

99. Rejection for Housing – JCHA's determination not to accept an applicant either because of ineligibility or failing applicant screening.

100. Repayment Agreement - A formal document signed by a resident and provided to JCHA in which a resident acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.

101. Resident – The adult person (or persons) (other than a live-in aide) who reside in the apartment, and who executed the lease with JCHA as lessee of the dwelling apartment, or if no such person now resides in the apartment, who resides in the apartment, and who is the remaining head of household of the resident family residing in the dwelling apartment.

102. Resident Rent - The amount payable monthly by the Family as rent to JCHA. If all utilities (except telephone) and other essential housing services are supplied by JCHA, Resident Rent Equals Total tenant payment. If the family has chosen income-based rent and some or all utilities (except telephone) and other essential housing services are not supplied by JCHA, the cost thereof is not included in the amount paid as rent, and Resident Rent Equals Total tenant payment less the Utility Allowance 24 CFR § 5.6.

103. Seasonal Worker – An individual who is hired for a short-term position where employment begins about the same time each year. Typically, they are hired to address seasonal demands. 24 CFR 5.609 (b)(24) and 5.603(b)

104. Self-Employed – A person earning income from his/her own business or profession rather than by working for someone else.

105. Self-Employed Income – taxable income of a person involved in a sole proprietorship or other sort of freelance work.

106. Service Provider - a person or organization qualified and experienced in the provision of supportive services, that is in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.

107. Sexual Assault – Any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks the capacity to consent.

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

109. Spouse - Spouse means the husband or wife of the head of the household as designated by the family.

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

111. Total tenant payment (TTP) - The TTP, used to determine income-based rent, is calculated using the following formula:

    The greater of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), but never less than the Minimum Rent. If the Resident pays utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. 24 CFR §5.6 See definition for Resident Rent

112. Translation – The replacement of written text from one language into an equivalent written text in another language

113. Unearned Income - Unearned Income means any income, as calculated under 24 CFR § 5.60, that is not earned income.

114. Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned residential structures to ensure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR Part 40. See cross reference to UFAS in 504 regulations, 24 CFR § 8.32 (a).

115. Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility 24 CFR § 5.603(4)(1)(9)

116. Upfront Income Verification (UIV) Tools - There are various resources that PHAs can use to verify income. Resources may vary from state to state, and can include:

- The Work Number/Equifax: An automated service that provides controlled access to a national database of almost 40 million employment and income records. The Work Number can provide quick and accurate employment and wage information.
- Experian: Electronically links and gathers data from various sources to deliver consistent, accurate, real-time view of customer data. Experian maintains and manages customer information, from names and addresses to vehicle numbers and credit information. Its extensive data resources provide better insight into how a customer behaves.
- Internal Revenue Service (IRS) Form 4506-T: This IRS form may be used by a PHA to request a tenant's tax return transcript. The transcript shows most line items contained on the return as it was originally filed, including any accompanying forms and schedules. Tax return transcripts are generally available for the current and past three years. If a statement of the tenant's tax account shows changes that the tenant or IRS made after the original return was filed, you must request a "Tax Account Transcript." This transcript shows basic data including marital status, type of return filed, adjusted gross income, taxable income, payments and adjustments made on the tenant's account. There is no charge for the transcripts and they should be received within 10 business days from the time the IRS receives the request. See IRS Frequently Asked Questions for more information.
- Internal Revenue Service (IRS) Form 4506: This IRS form may be used by a PHA to request an exact copy of a previously filed and processed tax return and all attachments (including Forms W-2). Copies are generally available for 7 years from the filing date. There is a $50 fee for each tax year requested. See IRS Frequently Asked Questions for more information

117. Upward Mobility Preference: An admissions preference granted when:
    a. A family can verify employment of an adult member:
    (i) Employment at the time of the offer — to receive this preference an applicant family must have at least one adult family member, employed at the time of JCHA's offer of housing. Employment at the time of the offer must be for the 90-day period immediately prior to the offer of housing and provide a minimum of 20 hours of work per week for the family member claiming the preference.
    (ii) Employment periods may be interrupted, but to claim the preference, a family must have an employed family member prior to the actual offer of housing as described above.
    (iii)A family member that leaves a job will be asked to document the reasons for the termination. Someone who quits work after receiving benefit of the preference (as opposed to layoff, or taking a new job) will be considered to have misrepresented the facts to JCHA and will have their lease terminated.
    (iv)The amount earned shall not be a factor in granting this local preference. This local preference shall also be available to a family if the head, spouse, or sole member is 62 or older, or is receiving social security disability, or SSI disability benefits, or any other payments based on the individual's inability to work. 24 CFR 960.206 (3)
    b. A family can verify participation in an education or job training program or graduation from such a program in the 90 days before admission. This includes programs of job training, skills training or higher education accepted or mandated by the Temporary Assistance to Needy Families program;
    The family must notify JCHA if it enters such a program while on the Waiting List and provide documentation of participation to JCHA. JCHA will not grant this preference if the family fails to provide notice. Notice and verification of the preference claim must be received prior to the

offer of housing. To claim this preference, applicants must be in good standing with respect to attendance and program rules.

108. Utility Reimbursement - Funds reimbursed to the utility company on the resident's behalf if the utility allowance exceeds the Total Tenant Payment. Families paying Flat Rent do not receive Utility Allowances and, consequently, will never qualify for utility reimbursements.

109. Very Low-Income Family – A very low-income family has an Annual Income less than 50 percent of the median Annual Income for the area, adjusted for family size, as determined by HUD.

110. Violent Criminal Activity – Any criminal activity that has as one of its elements, the use or attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

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

112. Work Activities – HUD definitions at 24 CFR § 5.603 point to the following definition of "work activity" contained in Section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)):
    a. Unsubsidized employment
    b. Subsidized private-sector employment
    c. Subsidized public-sector employment
    d. Work experience (including refurbishing publicly assisted housing) if sufficient private-sector employment is not available
    e. On-the-job training
    f. Job-search and job-readiness assistance
    g. Community service programs
    h. Vocational educational training (not to exceed 12 months for any individual)
    i. Job-skills directed related to employment
    j. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency
    k. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate
    l. The provision of childcare services to an individual who is participating in a community service program

PUBLIC HOUSING

LEASE AND ADDENDA

Jersey City Housing Authority

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

The following Lease Agreement describes the terms and conditions under which the property owner, Jersey City Housing Authority (JCHA), agrees to rent Unit #:_____ at _____ (Street Address) to the Resident Head of Household, _____ and family. This Lease shall be for a term of twelve (12) months and is automatically renewable for successive months unless properly terminated according to the terms of this Lease and the laws of the State of New Jersey.

This Lease Agreement describes the roles, rights and responsibilities of both the Resident Household and the JCHA in managing and maintaining this unit and the rules governing the actions of both parties. This Lease Agreement also represents the basis of the essential relationship between the JCHA and the Resident Household to ensure that this unit is maintained in good physical condition and as socially and financially viable, affordable housing.

I. The Household

a. In accordance with JCHA occupancy rules, Apt.# _____ at _____ is rented to and limited to occupancy by the following individual members of the Resident Household. This Lease Agreement is strictly limited to this Household upon initial occupancy.

In consideration for general and fire safety and to prevent overcrowded conditions, non-sleeping rooms (i.e. Living Room, Dining Area, etc.) are not to be used for sleeping purposes.

Name	Relationship	Age & Birth Date	Social Security #
1.	Head	/ /	- -
2.		/ /	- -
3.		/ /	- -
4.		/ /	- -
5.		/ /	- -
6.		/ /	- -
7.		/ /	- -
8.		/ /	- -
9.		/ /	- -
10.		/ /	- -

b. Permitting additional, unauthorized persons to live within the household for any time beyond short term visits (specifically, more than 14 days during any calendar year) is a serious violation of the terms and conditions of this Lease Agreement. A written request and JCHA approval is required prior to extending beyond the 14 day limit.

Strict compliance with this requirement is essential to ensure the continued good physical condition and social and financial viability of this unit. Any violation of this requirement prohibiting unauthorized persons from living within the unit shall be the basis for terminating the tenancy of the Resident Household.

c. The JCHA leases to the Resident Head of Household (upon the Terms and Conditions set forth in this Lease Agreement) the unit to be occupied exclusively as the private and primary residence by the Resident Household. It is not to be used or permitted to be used for any other purpose.

II. Rent and Other Fees

A. Rent:

1. The Resident shall pay the amount of the monthly rent determined by the JCHA in accordance with federal regulations and other requirements. The amount of the rent is subject to change in accordance with federal regulations. The initial monthly rent at the beginning of the initial lease term is $ _____. The JCHA shall give the Resident Head of Household written notice stating any change in the amount of rent and when the change is effective.

2. Thereafter, rent in the amount of $ _____.____ per month shall be payable in advance on the first day of each month, and shall be delinquent after the tenth (10th) day of said month. There will be a late fee of $50.00 per month for rent paid after the tenth calendar day of the month. If rent is paid by personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and the resident will incur the late charge plus a fee **equal to the** processing costs. The late fee and insufficient funds charge will be due and owing within 30 days after being invoiced. In addition, the JCHA may require future rent payments in the form of money order only.

   The late fee will be waived for elderly/disabled Heads of Household whose only source of income is derived from a fixed source, such as Social Security, and the receipt of the income is delayed through no fault of their own.

3. Failure to pay rent or other payments is a material violation of this Lease Agreement and is grounds for termination of the Lease Agreement.

4. Rent and other fees can be paid in person at:

   The Management Office at JCHA Public Housing Sites

5. Upon beginning the tenancy and prior to a change in the rent, the Resident shall be offered the option of having the rent determined under the Formula Method or the Flat Rent method. These methods of rent determination are set forth in accordance with the federal Department of Housing & Urban Development (HUD) regulations and the JCHA's rent determination policy and are incorporated herein by reference. By initialing below, the Resident acknowledges that these methods have been carefully reviewed with the Resident and the Resident understands how these formulas apply and has chosen to have initial rent determined by the Flat Rent Method_____ or by the Formula Method_____ (initial one).

B. Security Deposit:

1. The Resident Household agrees to pay an amount equal to the resident's portion of one month's rent, or the minimum rent whichever is greater, as a security deposit. The Resident Household's security deposit, in the amount of $_____ is due and payable prior to the Resident Household taking occupancy of the unit. Residents who have security on deposit with the JCHA as of December 31, 2002 will not be required to supply the JCHA with additional security.

2. The Security Deposit will be placed in an interest-bearing account at the following lending institution:

Provident Bank
Greenville Office
1553 Kennedy Blvd.
Jersey City, NJ 07305

3. The JCHA will use the Security Deposit at the termination of this Lease Agreement to pay the cost of any rent or other charges owed by the Resident at the termination of this Lease Agreement or to reimburse the cost of repairing any intentional or negligent damages to the unit caused by the Resident, Household members, guests and/or visitors.

4. The Resident Household may not use the Security Deposit to pay rent or other charges or make any withdrawals for any reason while Resident Household occupies the unit. No refund of the Security Deposit will be made until after the Resident Household has vacated the unit and the Asset Manager or designee has inspected it on the JCHA's behalf.

5. The JCHA agrees to return the Security Deposit, together with interest if any, to the Resident Household within 30 days after the Resident Household moves out, less any deductions for any charges and/or fees indicated above, so long as the Resident furnishes the JCHA with a forwarding address or contacts the JCHA and provides a 30-day written notice. The keys to the unit must be turned into the Asset Manager. If any deductions are made, the JCHA will furnish the Resident with a written statement of any such charges for damages and/or other fees.

6. If there is a change in the Head of Household, the new Head of Household will be required to pay a security deposit of up to one month's rent. In the event that a current Head of Household transfers into another JCHA site, the current security deposit will be transferred to the new rental unit.

C. Maintenance/Repair Charges:

The Resident Household shall be required to pay reasonable charges for damages beyond ordinary wear and tear caused by the Resident Household members, guests or visitors in accordance with the revised Maintenance Charge Schedule. All charges will be due and owing within 30 days after being invoiced. Failure to pay is grounds for termination of the Lease.

If the Asset Manager determines that the cause of the damage was beyond the Resident's control, the charge may be waived and the Resident will not be billed. In the case of a charge to the Resident, the Resident Household will have the right to discuss it with the Manager.

D. Utilities and Appliances:

1. As part of the rent, the JCHA will supply water and sewer service. The JCHA will supply heat and hot water service unless it is the responsibility of the Resident Household. The JCHA will not be liable for the failure to supply water, sewer, heat or hot water for any cause beyond its control. Resident Household agrees not to waste the utilities provided by the JCHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels and to report all leaks promptly to the JCHA. The JCHA shall provide a cooking range and a refrigerator for the unit.

   All utilities supplied and billed directly to the Resident by a local gas & electric company must be in the name of the Resident Head of Household.

   If indicated by an (X) below, the JCHA provides the indicated utility as part of the rent for the premises:
   ( ) Electricity ( ) Natural Gas ( ) Heating Fuel (X) Water/Sewerage

   At certain developments where the resident is responsible to pay all or a portion of the utilities directly to the utility provider, the JCHA shall provide the resident with a monthly Utility Allowance. If the utilities are shut off by the utility provider for an outstanding balance owed, the JCHA will not issue a monthly Utility Allowance check until the utilities have been restored. Upon proof from the resident that the utilities have been restored, the Utility Allowance will resume the following month. No Utility Allowance will be provided during the period that the utilities are shut off. The resident must provide proof that all utilities have been restored prior to resuming the issuance of a Utility Allowance.

   NOTE: For Resident Households paying the Flat Rent, the utility allowance will be deducted from the Flat Rent amount.

2. Fees for excess appliances, **(not applicable to residents who pay utilities directly to utility supplier)**, are due per the following:

   Air Conditioners: An excess utility fee of $20/mo will be charged for non-elderly/disabled **for the first air conditioner and $25/mo for each additional one. For senior citizen (62 years of age or older)** and disabled Heads of Household, **the charge is $5/mo for the first air conditioner and $10/mo for each additional one. Residents of Berry Gardens, specifically 199 Ocean Ave. and 92 Danforth Ave. will not be charged for the first air conditioner but will be charged $5/mo for the second one and $10/mo for each additional one.** Air conditioners must be properly installed using the manufacturer's window kit. Air conditioners may not be supported by bricks, wooden boards, cans, cardboard, or any other material.

   Other Appliances: If checked below, an additional fee of $20/mo. for Deep Freezers will be charged and **$5/mo for senior citizen and disabled Heads of Households.** $10/mo. will be charged for Electric Dryers, **&** Dishwashers and **$5/mo for senior citizen and disabled Heads of Households** per appliance. **$15/mo** will be charged for **Clothes Washers and $7.50 for senior citizen and disabled Heads of Households.**

( ) Deep Freezer, (model/type): _____
( ) Electric Dryer (model/type): _____
( ) Clothes Washer (model/type): _____
( ) Dishwasher (model/type): _____
( ) Other: _____

3. Other major appliances, except refrigerators, may be installed only upon prior written JCHA approval. Gas dryers are prohibited for use in the unit.

III. Resident Obligations/Criminal and Drug Activity/One-Strike Policy

Conduct of Residents, Guests and Visitors

The Resident Household is required to act and cause authorized tenant members, guests and other persons under the tenant'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 development in a decent, safe and sanitary condition, including refraining from behavior caused by drug or alcohol abuse that interferes with the health, safety or right to peaceful enjoyment of the premises by other tenants, housing authority employees, or persons residing in the immediate vicinity of the premises. In accordance with federal law and applicable HUD regulations, a criminal conviction is not necessary to demonstrate serious violations of the lease. A list of prohibited activities are outlined in the One Strike Policy, is contained in the Admissions and Continued Occupancy Policy (ACOP) and is incorporated herein by reference.

1. The Resident Household is and shall ensure that no member of the Resident Household or guest shall engage in:

a. Any criminal activity that threatens the health or safety of JCHA employees or representatives, or;

b. Any criminal activity that threatens the health, safety or right to safe and peaceful enjoyment of their residences by members of the Resident Household or other residents in the site, including not being registered as a Sex Offender, or;

c. Any drug-related criminal activity on or off the premises.

2. The Resident Household shall ensure that no visitor engages in:

a. Any criminal activity that threatens the health or safety of JCHA employees or representatives; or

b. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by members of the Resident Household or other site residents; or

c. Any drug-related criminal activity on the premises.

3. The JCHA may evict a Resident Household in the following situations which shall be cause for terminating the tenancy as outlined in the One Strike Policy incorporated herein by reference:

a. When the JCHA determines that a household member is illegally using a drug or when the JCHA determines that a pattern of illegal use of a drug interferes with health, safety, or right to peaceful enjoyment of the premises by other residents; or

b. When the JCHA determines there is any criminal activity in violation of subparts a, b, or c of paragraphs 1, and 2 above.

c. For purposes of subpart c of paragraphs 1 and 2 above the term *drug related criminal activity* means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the controlled Substances Act, 21 U.S.C. 802).

4. The JCHA shall pursue the eviction of a Resident Household based on an arrest, and a criminal conviction is unnecessary to demonstrate violations of the Lease. In addition, the JCHA shall pursue evictions under One Strike based on egregious crimes committed by juveniles, as permitted by law.

5. If a tenant has been evicted based on a One Strike violation and the charges against the tenant are dismissed—not pled down to a lesser offense—if the tenant previously resided in public housing, then that tenant shall be offered the next available appropriately-sized public housing unit.

Violence Against Women Act – (VAWA)

In accordance with Title VI of Public Law 109-162 and the applicable sections of the U.S. Housing Act of 1937, as amended, the JCHA is committed to preserving and protecting the right to safe, affordable housing for victims of domestic violence, dating violence, sexual assault or stalking. The JCHA will comply with any provision of Federal, State or local law that provides the greatest protection for victims of these criminal acts.

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 or admission.

If an applicant or resident is or has been a victim of domestic violence, dating violence, sexual assault or stalking, they must submit a form HUD-approved 50066 certification and other acceptable and official documentation (i.e., police report, or letters from Prosecutors office, victim services agency or medical professional, etc.) to the Asset Manager to verify the incident. The documentation must be received within 14 business days of notification to the JCHA that the individual is or has been a victim of these domestic violence crimes.

IV. Other Obligations and Rules of Conduct

Violations of the general rules listed below by members of the Resident Household, guests or visitors shall be considered serious violations of the terms and conditions of this Lease Agreement and are good cause for the JCHA to seek termination of the Lease Agreement. The Resident Household is ENTIRELY RESPONSIBLE for the actions and conduct of ALL members of the household and ALL guests and ALL visitors of the household.

a. All members of the Resident Household, guests and visitors shall conduct themselves in a manner which is mindful and respectful of each other, neighbors, JCHA staff and representatives, of the unit being rented, and of JCHA properties as a whole. The Resident Household shall ensure that no member of the household, guests or visitors act or speak in a manner which is abusive, threatening or harmful to members of the Resident Household itself, or to neighbors and their families, or to JCHA staff and representatives, or in any way infringes upon the safe, peaceful enjoyment of the site by all residents.

b. The Resident Head of Household shall ensure that there are no controlled dangerous substances, controlled substance analogs, hashish, marijuana, narcotic drugs, or opiates in or about the townhouse or unit or any area assigned to the Resident Household for its exclusive use. The terms controlled dangerous substances, controlled substance analogs, hashish, marijuana, narcotic drugs, or opiates shall have the same meanings here as they do in N.J.S.A. 2C:35-2 as presently written or as same may be amended from time to time.

c. The Resident Head of Household shall ensure that there are no destructive devices,, explosives, firearms, machine guns, handguns, rifles, shotguns, sawed-off shotguns, stun-guns, imitation firearms or assault firearms in or about the townhouse or unit or any area assigned to the resident household for its exclusive use unless the person in possession of any weapon set forth above has a valid permit or license to possess the weapon under state or federal law or is otherwise permitted under state or federal law to possess the weapon. It shall be the obligation of the resident to establish any exception hereunder. The terms destructive devices, explosives, firearms, machine guns, handguns, rifles, shotguns, sawed-off shotguns, stun-guns, imitation firearms or assault firearms shall have the same meaning here as they do in N.J.S.A.2C:39-1 as presently written or as same may be amended from time to time.

d. All members of the Resident Household, guests and visitors shall exercise reasonable care of the unit being rented under this Lease Agreement and of the site as a whole. The Resident Household shall ensure that no members of the Resident Household, guest or visitors deface, damage, remove or destroy any part of the unit being rented, or of the building in which the unit is located or of neighboring buildings and grounds of the site.

e. The Resident Head of Household shall ensure that members of the Resident Household, guests, and visitors take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials on the premises. Any fire on JCHA premises caused by carelessness, failure to supervise children, cigarettes, unattended light candles or unattended cooking will result in the resident reimbursing the JCHA for needed repairs caused by the fire and may be cause for termination of this Lease Agreement. Smoking in all public housing developments is a material violation of this Lease and the Resident Household agrees to abide by all of the provisions of the JCHA Smoke Free Policy as outlined in the Admissions and Continued Occupancy Policy incorporated herein by reference.

f. The Resident Head of Household shall ensure that members of the Resident Household, guests, and visitors shall dispose of all garbage, rubbish, and other waste from the unit in a sanitary and safe manner, and in accordance with local regulations and to refrain from, and cause members of Resident's Household, guests, or visitors to refrain from, littering or leaving trash and debris in building common areas or on the grounds. The Resident Household, guests and visitors are prohibited from utilizing any JCHA or JCHA-rented dumpster or roll-off container to dispose of waste and/or hazardous materials from outside companies and such use will be deemed a material violation of this Lease.

g. The Resident Household shall use reasonable care to keep the unit in such condition as to ensure proper health and sanitation standards for the Resident Household and neighbors. Resident shall notify the authority promptly of known need for repairs to the unit, and of known unsafe or unsanitary conditions in the unit, in common areas and grounds. Resident's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

h. Should habitability of a unit become substantially impaired so that the Resident Head of Household believes that he/she is justified in withholding rent, the Resident shall be obligated to make prior notification to the Asset Manager *in writing* of the extent of the condition and of the intention to withhold rent. The Resident understands that although it may withhold the rent, failure to pay the rent is a material violation of this Lease and grounds for termination. The Resident Household understands that disputes regarding damage and repairs that cannot be resolved between the Resident and the JCHA will be adjudicated in court.

i. The Resident Household shall use only in a reasonable and proper manner all water, electrical, sanitary, heating, ventilating, air conditioning and other facilities or utilities. Tampering with, disabling or removing utility company supplied equipment located anywhere on JCHA property or JCHA-supplied smoke or carbon monoxide detectors from within the unit or common hallways is grounds for termination of the Lease. The resident must immediately notify the JCHA if any smoke or carbon monoxide detectors are broken, missing or malfunctioning. The JCHA will charge any costs associated with repairing utility supplied equipment caused by a Resident Household's tampering with, disabling or removing said equipment to the Resident Household.

j. The Resident Household is and shall be obligated to promptly pay any bills for gas and electric service supplied and billed to the Resident directly by the local gas and electric utility company. It is a serious violation of this Lease for electric and gas service to be disconnected due to the Resident's failure to pay the gas & electric bill.

k. The Resident Household shall not install any television antennas or satellite dishes in or on the unit or within the common exterior areas without the prior written consent of the JCHA. Consent will be given if the JCHA determines that the installation does not create an unsafe condition, does not damage the JCHA's property, and otherwise complies with all lawful requirements. "The satellite dish cannot exceed one meter in diameter (3' 3" across) and must be professionally mounted and secured on the exterior of the building. The resident Head of Household is responsible to pay for any damages that may occur as a result of the satellite dish. It may not be installed on historic buildings, roofs, window frames, fires escapes or other common areas."

l. The Resident Head of Household is required to request, in writing, the installation of window guards in any apartment, townhouse or hallway, other than those on the first floor, where a child 10 years of age or younger resides. A window guard cannot be installed on windows providing access to a fire escape. The Resident Household may not remove, tamper with or destroy the window guard and will be charged by the JCHA for any resident-caused damages. The Resident's failure to report the need for repairs to the window guards in a timely manner shall be considered to contribute to any damage that occurs.

m. The Resident Head of Household shall ensure that members of the Resident Household, guests, and visitors shall avoid obstructing sidewalks, areaways, passages, elevators, or stairs and to avoid using these for purposes, such as storing personal items, other than going in and out of the dwelling unit.

n. The Resident Household shall make no alterations or changes to the apartment's interior without prior written consent of the JCHA. It shall be the sole responsibility of the Resident to either restore the apartment to its original condition or pay for the restoration by the JCHA as a result of any use of paint or coatings on walls, ceilings or other surfaces which alter the surface and result in work to restore it to the original condition.

o. The Resident Household may install private locks on interior or exterior unit doors but the JCHA must be provided with a contact name and phone number. In the case of an emergency, the JCHA will call the contact person who is required to respond immediately to unlock the door. If there is no response, the JCHA will break the lock and/or door, if necessary, and the resident will be responsible to pay for the repair.

p. The Resident Household shall remove any personal property left on JCHA property upon leaving, abandoning or surrendering the unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by the JCHA as provided by state law. Costs for storage and disposal shall be assessed against the former Resident Household as provided by state law.

q. The Resident Head of Household shall not assign the Lease nor sub-lease the unit and shall not give accommodation to boarders or lodgers.

r. The Resident Head of Household shall give prior written notice to the Asset Manager of the Resident's intention to leave the unit unoccupied for any period exceeding two weeks.

s. The Resident Household will: remove from JCHA property any vehicles without valid NJ registration and inspection stickers; refrain from parking vehicles in any illegal space; remove inoperable or unlicensed vehicles; refrain from repairing vehicles on JCHA property; and abide by all the provisions of the JCHA Parking Policy.

t. The Resident Household agrees to comply with the requirements of applicable state and local building or housing codes, materially affecting the health and/or safety of the household members (i.e. no overcrowding in the unit and maintaining electric and gas services to the unit).

u. The Resident Household agrees not to commit any fraud in connection with any Federal housing assistance programs and not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease. The Resident Household understands that fraud includes the failure to report all household income to the JCHA.

v. The Resident Household is bound by obligations imposed upon the Resident under federal regulations as presently set forth at 24 CFR 966.4(f) or as such regulations may from time to time be amended. These regulations are incorporated here by reference. Any conflict between the terms of this lease and the terms of the federal regulations are to be governed by the terms of the federal regulations.

V. Pets

a. The Resident Household is not permitted to keep, harbor or temporarily care for a pet without the *prior* written consent of the JCHA. Only one common household pet may be permitted upon execution of a Pet Agreement. Payment of a non-refundable ownership fee in the amount of $100.00 and proof of current license and inoculations is required for each dog. Dogs cannot be more than 24 inches in height. Must be spayed or neutered. No Pit Bulls, Rottweilers, Chow Chows, Boxers, Akitas, German Shephards, Huskies, Alaskan Malamutes, Doberman Pinschers, Press Canario or Dalmatians are allowed unless the owner can provide acceptable proof that the dog was in the household prior to 4/17/01 when the Pet Policy was first adopted. The fee will be waived for service animals.

b. The Resident's liability for damages caused by the pet is not limited to the amount of the ownership fee. The Resident will be required to reimburse the JCHA for the actual cost of any and all damages caused by the pet.

c. The JCHA may revoke permission to house a pet if the pet poses a health & safety concern due to dangerous behavior and/or causes any type of infestation due to lack of vaccination, improper physical care, unsanitary food storage or waste disposal and for failure to comply with the terms & conditions of the JCHA's Pet Policy and Pet Agreement.

d. A full description of the Pet Policy is contained in the Admissions and Continued Occupancy Policy (ACOP) and is incorporated herein by reference.

VI. Continued Occupancy

A. Use of the Apartment:

The JCHA leases to the Resident Head of Household (upon the Terms and Conditions set forth in this Lease Agreement) the unit to be occupied exclusively as the private and primary residence by the Resident Household. It is not to be used or permitted to be used for any other purpose.

B. Changes in Household:

1. If the Resident Household has a newborn child, acquires legal custody of a child or adopts a child the JCHA must be notified in writing within 10 days of the occurrence. A birth certificate and/or documentation of custody or adoption (i.e. a court order) is required. The Resident Household may not accept custody of a child placed by the New Jersey Division of Youth and Family Services (DYFS) or other similar agencies and may not accept custody of a foster child without the prior written consent of the JCHA.

2. If circumstances of the Resident Household require the addition of a "*live-in aide*" (as defined in Section 966.4 of the Code of Federal Regulations), the Resident Household must seek and receive JCHA written approval prior to the live-in aide moving into the unit.

3. The household composition may not be altered without the prior written consent of the JCHA. The JCHA may consider an individual for eligibility as a *live-in aide*, subject to JCHA approval.

4. If the Resident Head of Household vacates the unit (e.g. moves out or dies) a remaining adult, who is listed on the most current certificate of Continued Occupancy form, must apply to become the new Head of Household. The remaining family member(s) must be re-certified as to their eligibility for residence at the site (including appropriate background checks) and enter into a new Lease.

5. The new Head of Household may assume any outstanding debt owed to the JCHA by the former Head of Household and enter into a payment agreement. The JCHA will not hold a remaining family member responsible for debt incurred by the former Head of Household during the period prior to the new Head of Household attaining the age of 18. The new Head of Household will be required to pay a security deposit of up to one month's rent.

6. In the case of a single person household, the Lease will be terminated upon the Resident's move from the unit or upon their death.

7. If a member of the household moves out of the unit, the Resident Head of Household, or spouse must inform the JCHA in writing within 10 days of the occurrence and provide documentation of new address. Acceptable forms of documentation include a residential lease or utility bill evidencing the new address. The JCHA will then remove the individual from the Lease Agreement.

   For the purpose of this paragraph, a member of the household moving out involves both a voluntary or involuntary move. An involuntary move would include, but is not limited to, incarceration for at least 30 days. If a minor child is incarcerated, they will not be removed from the Lease Agreement unless the Head of Household voluntarily removes them and provides proof of their residence upon release.

   However, a member of the household who is attending college, is enlisted in the U.S. Armed Forces, is incapacitated or disabled, is temporarily living away from the unit while attending college, fulfilling a military obligation, or receiving medical treatment is not considered to have moved out and will not be removed from the Lease Agreement. The Resident Household will provide information requested by the JCHA in order to determine whether a household member qualifies for the exemptions to occupancy set forth in this paragraph. The information will be provided within 10 days of the date of any written request unless the parties otherwise agree in writing to a different time period.

8. The Resident Household shall provide all necessary information for the JCHA to re-certify the family size of the household to determine continued compliance with occupancy standards. If the removal of a member of the household, for any reason, results in an under-utilized unit size, the household may be required to transfer into an appropriately sized unit. Failure of the Resident Household to comply is a material violation of this Lease and may result in termination of tenancy.

C. Re-certification of Family Composition:

All households must annually re-certify the household's family composition in accordance with HUD'S regulations and JCHA Admissions and Continued Occupancy Policy as follows:

When the request is made, the Resident Head of Household agrees to supply the JCHA with accurate information about household composition, age of household members, assets and source and amounts of income of all household members. This information will be used by the JCHA to decide whether the unit is still appropriate for the Resident's needs.

If a Resident Head of Household resides in a building that has been designated for elderly residents only and, upon the successful completion of background screening, receives JCHA approval to add a spouse who is younger than the designated age requirement of the building, the younger spouse may be required to transfer, in accordance with Section VII below, if the Head of Household moves or deceases.

D. Rent Re-determination:

For households paying rent determined by the Formula Method, the JCHA will annually conduct a recertification of family circumstances. The results of the recertification determine (1) whether the family is housed in the correct unit size; (2) whether the family has complied with the Community Service/Self-Sufficiency Requirement; 3) whether the family is paying the correct amount of rent; and 4) whether any adult member of the household is a Registered Sex Offender.

For households paying rent determined by the Flat Rent method, the JCHA must re-certify everything listed above every year except for the household's income which **will be verified every three (3) years.**

The JCHA will re-certify all households' income according to the procedure outlined below:

1. In certifying income, the Head of Household agrees to supply the JCHA with accurate information about: anticipated income and source for all household members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent. This information will be used by the JCHA to decide the amount of rent that should be charged in accordance with HUD regulations and JCHA's Admissions and Continued Occupancy Policy as follows:

2. For the income recertification, the Resident Head of Household is required to sign an Authorization for the Release of Information. This is a consent form that authorizes the JCHA to obtain information about the Resident Head of Household and members of the family who will reside in the unit concerning employment income from current and previous employers. All information supplied during re-certification must be verified. Resident Head of Household agrees to comply with JCHA requests for verification by signing releases for third-party source, presenting documents for review, or providing other suitable forms of verification.

3. Failure to supply all requested family, income and other required recertification information, in the time specified by the JCHA, regardless of whether rent is paid in accordance with the Flat Rent or the Formula Method, is a serious violation of the terms of the Lease Agreement.

a. The Head of Household will supply the information requested by the JCHA in the time and in the manner set forth in the JCHA's written notice. Failure to comply is a material violation and will result in the JCHA seeking a legal remedy to terminate the Lease Agreement.

b. The JCHA will notify the Resident Household of the amount of rent that is due and owing by sending the Resident Household a Rent Change Notice. The Rent Change Notice will require that the unpaid rent be paid 30 days after the Rent Change Notice is delivered to the Resident Household. If the Resident Household fails to pay the outstanding rent on that date then the JCHA may terminate the tenancy for non-payment of rent.

4. If it is found that the Resident Head of Household has committed fraud or has otherwise underreported household income in connection with obtaining and/or continuing this Lease Agreement by a misrepresentation of facts, the fraud or the underreporting of income will be grounds for termination of this Lease Agreement and may jeopardize future housing assistance under any federal program. The Resident Head of Household will be liable to reimburse the JCHA for rent due as a result of any fraud or underreporting of income in accordance with the JCHA Repayment Agreement.

5. The rent WILL increase during the period between regular annual recertifications to reflect increases in income, as well as if (1) a new household member with income has passed the background screening and has been added to the lease; (2) the re-certification of the Resident Household was delayed until the resolution of a legal tenancy issue; (3) the income reduction was temporary (60 days or less); (4) due to misrepresentation or under-reporting of income; or (5) the income increases for any other reason. The rent will decrease if the Resident can verify a change in his/her income that would justify a reduction in rent. An Interim re-determination will be conducted and the increase or decrease in rent will become effective within a 30 day period and upon notice to the resident regarding the rent change. An interim re-certification will be conducted and the rent will increase if the income increases by $200 or more per month or at least $2,400 annually upon a 30-day-day notice of rent change. During the annual re-certification period, if the income increases by any amount, that amount will be used to calculate the rent increase.

   Families are not required to, but, may at any time, request an interim recertification based on a decrease in income *(except for a decrease that lasts less than 60 days)*, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the JCHA will take timely action to process the interim recertification and recalculate the resident's rent.

If a rent reduction is granted, the Resident Head of Household must report a subsequent income increase within 10 days of occurrence. If it is found that the Resident head of Household misrepresented the facts in regard to income, resulting in the Household paying a lower rent than it should have, the JCHA may increase the rent retroactive to the first of the month following the month in which the misrepresentation occurred.

E. Special Re-certifications:

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

When families report zero income, and have no income excluded for rent calculation purposes, the JCHA has an obligation to pursue verification of income that reflects the family's lifestyle. The Head of Household will be required to sign a Certification of Zero Income form indicating that they do not receive any income. Additionally, they will be required to complete a Zero Income Checklist and Worksheet form that asks residents to estimate how much they spend on items such as food, paper products, cable TV, transportation, etc., and whether any of the costs are being paid or provided by an individual outside of the household. If any such payments or items are being received, they are considered income.

For families who report a temporary decrease in income (for 60 days or less) as a result of a short-term disability or other situation, the JCHA will reduce the rent accordingly but may perform a Special Recertification every 60 days until a reasonably accurate estimate of income can be made.

F. Community Service:

According to HUD regulation, every adult Public Housing resident is required to, either 1) contribute eight hours per month of Community Service or 2) participate in an economic or self-sufficiency program, unless he/she is exempt for reasons listed below:

- Senior citizens (62 years or older)
- Persons who are blind or disabled
- Residents who care for persons with disabilities
- Employed residents or residents who are already engaged in any work activity or self-sufficiency program
- Residents engaged in vocational educational training (not to exceed 12 months with respect to any individual) or in job-skills training directly related to employment

- Residents receiving TANF (Note: if the Head of Household is complying with all Program requirements, then every adult member of the household is exempt from the Community Service Requirement.)

- Meets requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 *et seq.)* or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program; or

- 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 U.S.C. 601 *et seq.)* or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

At recertification, the JCHA must certify that each adult family member is either exempt from the requirement or indicate what eligible activity the non-exempt resident will engage in each month for the following year. The resident is required to provide any necessary verification to establish his/her exemption from or compliance with the requirement. HUD requires that the JCHA not renew the lease if there continues to be non-compliance.

If the resident is non-compliant with the Community Service Requirement, the JCHA will forward a notice of non-compliance and allow the resident to enter into an agreement to complete the delinquent hours as well as the required hours of Community Service for the current period. Residents who dispute the JCHA's determination of non-compliance may request a grievance hearing and seek a legal remedy from termination of tenancy.

G. Termination of Tenancy when Unit is Pending a Sale: ***(For <u>Dwight Street Homes</u> Residents Only)***

1. If the building in which the Resident Household's unit is pending a sale by the JCHA to a new owner under any federal homeownership programs pertaining to the JCHA development where this unit is located, then the Resident Head of Household shall, upon written request of the JCHA, apply for a Housing Choice Voucher (Section 8) and shall, if approved for the Housing Choice Voucher (Section 8), enter into a Lease with the new owner to take effect at the time the property is sold or as otherwise may be provided by the JCHA in a written notice to the Resident Household.

2. If the Resident Household refuses to apply for a Housing Choice Voucher (Section 8) in the time and manner set forth in the JCHA notice and/or is deemed ineligible for Section 8 (i.e. based on income), then the resident may be offered the option to transfer into another appropriately-sized unit at a JCHA site. If the resident refuses to move, this refusal will be deemed a serious and material violation of the terms of this Lease for which the tenancy may be terminated and the Resident Household evicted.

3. The Resident Household may not refuse to apply for a Housing Choice Voucher (Section 8) and/or transfer to another JCHA site to unreasonably delay the homeownership purchase process. This refusal will be considered a serious and material violation of the lease.

VII. Transfers

There may be occasions when the Resident Household will need to transfer from one unit to another in the site or to a unit at another site owned by the JCHA. In this event, the following applies:

A. The Resident Head of Household agrees that if the JCHA in its sole discretion determines that the unit needs rehabilitation or the size or design of the unit is no longer appropriate to the household's needs, or for the reasons set forth in the subparagraphs below then the Resident Household will transfer out of the unit that is the subject of this Lease Agreement in the time and manner set forth in a transfer notice served on the Resident Head of Household by the JCHA. The JCHA, in its sole discretion, may offer one of the following transfer choices to a Resident Head of Household served with a written transfer notice:

   1. Transfer to and enter into a new Lease for a different unit at the current site;

   2. Transfer to and enter into a new Lease for a unit of an appropriate size and design, as determined by the JCHA, at another site owned by the JCHA; or

   3. Accept a tenant-based Housing Choice Voucher (Section 8) and move to a non JCHA-owned property.

B. If a Resident Head of Household makes a written request for special unit features in support of a documented disability or handicap, the JCHA shall in its sole discretion have the choice to modify the existing unit to the extent possible, transfer the Resident Household to another unit at the Site with the features requested, transfer the Resident Household to a unit at another JCHA-owned-Site with the features requested, if one is available, or offer a tenant-based Housing Choice Voucher (Section 8) with which the Resident Household can move to another dwelling in the private market with the appropriate features.

C. A Resident Household without physical disabilities, residing in a unit with special features, must transfer to a unit without such features should a Resident Household or applicant with physical disabilities need the unit. The transfer shall occur in the time and manner stated in the written transfer notice. Failure to transfer under these circumstances will be deemed a serious and material violation of this Lease and will be grounds for termination of this Lease Agreement.

D. In cases where the JCHA offers to transfer a Resident Household to a unit within the site, the JCHA shall serve the Resident Household with a written transfer notice which provides no more than 15 days in which to move following receipt of a transfer notice. In all other transfer cases the written transfer notice will set forth the time within which the transfer must occur but in no event will the Resident be given less than 30 days within which to move. The failure or refusal of the Resident Household to transfer to another unit within the same site, or to transfer to another unit of appropriate size and design at another JCHA site, or to accept a Housing Choice Voucher (Section 8) and relocate to a non-JCHA property in the time and manner set forth in the transfer notice is a serious and material violation of this Lease and will be grounds for termination of this Lease Agreement.

E. The JCHA will consider Resident requests for on-site transfers on a case-by-case basis and at the discretion of the JCHA per the Transfer Policy contained in the ACOP and incorporated herein by reference.

F. In accordance with Title VI of Public Law 109-162 and JCHA Policy, if a resident is claiming to be a victim of a domestic violence crime and is requesting an Emergency Transfer, they must submit a written request to the JCHA. In addition, the resident must complete a form HUD-50066 certification and provide a letter from either the Hudson County Prosecutor's Office, a victim services agency or medical professional, or provide a police report detailing the incident within 14 business days of the written request.

VIII. Inspections

The JCHA will routinely inspect all units at each site. The Asset Manager will (except in emergencies) provide advance written notice of the day and approximate time scheduled for any inspection. The Resident is required to provide access or reschedule the inspection at least 24 hours in advance of the scheduled appointment. Inspection will be scheduled as follows:

A. Move-in inspections: The JCHA and the Resident Head of Household will jointly inspect the unit prior to occupancy by the Resident at which time the JCHA will furnish to the Resident a written statement of the condition of the unit and the equipment provided with the unit. The statement shall be signed by the Resident and the JCHA and shall be retained by the JCHA in the Resident's folder. A second preventative maintenance and housekeeping inspection will be scheduled within 90 days of move-in. If results are satisfactory, inspections will be scheduled semi-annually. If results are unsatisfactory, the JCHA will re-inspect as necessary.

B. Annual inspections: Inspections will be scheduled at least once annually. The Asset Manager or his/her designee will inspect the unit to determine any maintenance and repair requirements, and evaluate housekeeping in accordance with Housekeeping Standards. If results are unsatisfactory re-inspection will take place until JCHA is satisfied with standards of upkeep. Failure to comply with JCHA's Housekeeping Standards shall be grounds for terminating the Lease.

C. Move-out inspections: The Resident Head of Household must give JCHA at least 30 days written notice prior to the first of the month if he/she intends to move from the unit. Subsequently, the Asset Manager will schedule a preliminary inspection to determine if charges are due for damages. A Resident Household member can participate in this inspection unless the Resident Household vacates without notice to the JCHA. The final move-out inspection will take place within three working days after move-out. The JCHA will furnish the Resident with a statement of any charges to be made in accordance with the JCHA's posted schedule of charges and will itemize any applicable deductions from the security deposit.

D. Other inspections: Special inspections may be scheduled to enable HUD or others to inspect public housing units in connection with their oversight of the JCHA. In the events that the resident is not home and the HUD inspector has chosen to inspect the apartment, the JCHA may enter the apartment with the HUD inspector and leave notice informing the resident of such.

If at any time the JCHA reasonably believes that unsanitary conditions or conditions in violation of building codes exist, the JCHA shall have the right to perform appropriate inspection(s). The Resident Household will be notified of the time, date and reason for the inspection in writing and will have the right to be present except in emergencies. The Resident Household will be notified in writing of the results.

IX. Entry of the Unit by the JCHA

A. There will be occasions when the JCHA, as owner, will need access into the unit. When this necessity arises, the JCHA is obligated as follows:

1. The JCHA shall give the Resident Household at least 48 hours written notice that the JCHA intends to enter the unit to perform non-routine maintenance or modernization work. The JCHA will make best efforts to enter at reasonable times (8 AM-5 PM) unless pre-scheduled with the Resident for a later time.

2. The JCHA may enter Resident Household's unit at any time without written advance notice when there is reasonable cause to believe that an emergency exists. In any case, any member of the Resident Household who is at home should request that the individual employee provide proper identification and explain the need for entry.

B. The Resident Head of Household agrees that a duly authorized agent, employee, or contractor of the JCHA will be permitted to enter Resident's unit during reasonable hours (8 AM to 5 PM) to perform routine maintenance, make improvements or repairs, inspect the unit, exterminate for infestation or show the unit for releasing. Refusal to allow entry is a serious violation of this Lease Agreement.

C. When the Resident Household calls to request maintenance in the unit, the JCHA shall attempt to provide such maintenance at a time convenient to Resident. The Resident must make every effort to be at home when such maintenance is scheduled. Any fees incurred by the JCHA as a result of the Resident Household not being at home for scheduled maintenance will be passed on to the Resident Household. All fees will be due and owing within 30 days after being invoiced.

D. In the event of an emergency, if the Resident Head of Household and all adult members of the household are absent from the apartment at the time of entry, the JCHA shall leave in the unit a written statement stating the date, time and purpose of entry prior to leaving the unit.

X. JCHA Obligations

As owner, the JCHA is obligated to provide the following services:

A. Maintain the unit in a decent, safe and sanitary condition, except for those maintenance tasks for which the Resident is responsible.

B. Comply with the requirements of applicable building and housing codes and HUD regulations materially affecting health and safety.

C. Make necessary repairs to the unit except for those tasks routinely completed by the Resident.

D. Keep building, facilities, and common areas, not otherwise assigned to the Resident Household for maintenance and upkeep, in a clean and safe condition.

E. Maintain in good and safe working order and condition, electrical, plumbing, sanitary, ventilating, and other facilities and appliances, supplied by the JCHA.

F. Provide and maintain receptacles and facilities for the deposit of garbage, rubbish, recyclable items, and other waste removed from the unit by Resident, as required by this Lease Agreement.

G. Supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (in compliance with local building and housing codes).

H. Notify the Resident of the specific grounds for any proposed adverse action by the JCHA.

I. Notify the Resident when the JCHA is required to afford the Resident the opportunity for a hearing under the JCHA grievance procedure for a grievance concerning a proposed adverse action.

J. Upon written request by the Resident, provide, install and maintain child-protection window guards on windows within a unit and on windows in public halls in a building in which a child or children 10 years of age or under reside.

XI. Defects Hazardous to Life, Health or Safety

When a dangerous condition exists which is hazardous to life, health or safety:

A. Any member of the household shall immediately notify the JCHA of any such defect, condition or damage.

B. The JCHA shall be responsible for correcting or abating the problem within 24 hours if an emergency or within 72 hours if a non-emergency. However, if the damage was caused by the Resident Head of Household or member of his/her household or his/her guest or visitor, the reasonable cost of resolving the problem shall be charged to the Resident Household. All charges are due and owing within 30 days after being invoiced.

C. The JCHA shall offer standard alternate accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time. The Resident shall accept any replacement unit offered by the JCHA. If the dangerous condition was caused by the negligence of the Resident Household, guests or visitors, the Resident Household will be responsible to pay for the costs of repairing the damage and may be subject to termination of tenancy.

D. If the problem is not corrected or alternative accommodations are not provided in accordance with XI (C) above, the rent shall be reduced or abated in proportion to the seriousness of the damage or problem and the loss of value as a dwelling. However, no reduction in rent due shall be made where the Resident rejects reasonable alternative accommodations or where the problem was caused by the Resident Household, guests or visitors.

E. If the JCHA determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of the Resident and the Resident refuses alternative accommodations, this Lease shall be terminated in compliance with applicable state law, and any rent paid will be refunded to the Resident.

XII. Written Notices

All Notices to Resident Households required under this Lease Agreement or required by federal law or State law shall be in writing and delivered to the Head of Household or another adult member of the Resident Household or sent by prepaid first class mail, properly addressed to the Resident Household at the address set forth in this lease. All notices to the JCHA required under this Lease Agreement or required by federal law or State law shall be in writing and shall be delivered to the Asset management office or the JCHA central office or sent by prepaid first-class mail properly addressed to the Asset management office or the central office.

XIII. Revisions of the Lease Agreement

A. The JCHA may in its sole discretion revise or modify this Lease Agreement.

B. The JCHA shall provide thirty (30) days written notice to Residents setting forth any proposed change in the Lease Agreement used by this site and providing Residents an opportunity to present written comments which shall be taken into consideration by the JCHA prior to the formal adoption of any new Lease Agreement in accordance with federal regulations.

C. After the notice period provided in paragraph XIII (B), the JCHA may offer a revision to the Lease Agreement used by this site to the Resident Household. The JCHA must give the Resident Household written notice of the offer of a revision at least 30 days before it is scheduled to take effect. The written notice will specify the time within which it must be accepted by the Resident Household. This Lease Agreement may be terminated if the Resident Household fails to accept the JCHA's offer to revise an existing Lease Agreement.

XIV. Termination of the Lease Agreement

In terminating the Lease Agreement, the following procedures shall be followed by the JCHA and Resident Head of Household:

A. The JCHA may terminate the tenancy only for serious or repeated violations of material terms of the Lease such as failure to make payments due under the Lease, fulfill Resident obligations described in the Lease, or for other good cause and only by bringing a court action to evict the Resident from the unit. Other good cause includes but is not limited to: (1) criminal activity, drug related criminal activity, alcohol abuse, and registration as a Sex Offender, as provided elsewhere in the Lease; (2) discovery after admission of facts that would have made the Resident ineligible for admission; (3) discovery of material false statements or fraud by the Resident in connection with an application for assistance or with re-examination of income; (4) failure of a Resident Household to comply with Community Service requirements and continuation of non-compliance after given an opportunity to comply (this failure will be grounds for not renewing the lease and tenancy termination at the end of the lease term); and (5) failure to accept the JCHA's offer of a Lease revision to an existing Lease. (6) for breach of a Stipulation Agreement; (7) for engaging in criminal acts of physical (domestic) violence crimes as per Public Law 109-162, the Violence Against Women Act (VAWA), and the JCHA's One Strike Policy, as amended.; (8) for other "good cause" reasons as more fully described in the Admissions and Continued Occupancy Policy (ACOP) and/or set forth in other sections of the Lease Agreement, such as failure to allow inspection of the unit, subletting of the premises, failure or refusal of a household under a Revitalization Plan to relocate, etc.

B. The JCHA shall, unless otherwise provided by federal law, give written Notice of the proposed termination of the Lease Agreement to the Resident Head of Household as follows: (i) 14 days in the case of failure to pay rent; (ii) a reasonable period of time considering the seriousness of the situation but not to exceed 30 days if: (a) the health or safety of other residents, JCHA employees, or persons residing in the immediate vicinity of the premises is threatened such as tampering with, disabling or removing utility company supplied equipment located anywhere on JCHA property or JCHA-supplied smoke or carbon monoxide detectors from within the unit or common hallways or other threats to health and safety, (b) if the Resident's unit is uninhabitable and the Resident refuses alternative accommodations, (c) failure to meet Resident Obligations, (d) if any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or (e) if any member of the household has been convicted of an offense which carries a maximum term of imprisonment of more than one (1) year; (iii) 30 days in any other case except that if a State or local law allows a shorter notice period, such shorter period shall apply.

C. The Notice shall state specific reasons for the termination. It shall inform the Resident Head of Household of his/her right to make such reply as he/she may wish, and of the Resident's right to examine JCHA documents directly relevant to the termination or eviction.

D. The Notice shall also inform Resident of the right to request a grievance hearing in accordance with the JCHA's grievance procedures. Pursuant to the grievance procedure, the tenancy shall not terminate until the period to request a hearing has expired. This paragraph does not apply to termination actions based upon criminal activity and drug-related criminal activity as provided by federal regulation.

E. Any Notice to Quit which is required by State or local law may be combined with, or run concurrently with, the Notice of Lease Agreement termination under this section. The Notice to Quit must be in writing, and specify that if the Resident Household fails to vacate the unit within the applicable statutory period, appropriate action will be brought against him/her, and he/she may be required to pay the court costs and associated fees as permitted by federal regulation.

The Resident Head of Household may terminate this Lease Agreement at any time by giving thirty (30) days written notice prior to the first of the month (e.g. if the Resident Head of Household intends to vacate on March 1st, the JCHA must receive notice no later than January 30th). The Resident Head of Household must leave the apartment in broom-clean and good condition, except for normal wear and tear, and is required to return the keys to the unit upon moving. The tenancy will not be considered terminated and the resident will be responsible for the rent until the keys are returned. If the resident vacates prior to the end of the thirty (30) day notice, they will be responsible for the rent through the end of the notice period or until the unit is re-rented, whichever occurs first. If the resident moves without notice, "skips out" or otherwise abandons the unit, the JCHA will take legal possession and dispose of any personal items in accordance with New Jersey State law. The JCHA may pursue legal action to recover any outstanding rent and costs owed by the Resident Household upon move-out.

XV. Court Fees

In the event eviction proceedings are instituted by or on behalf of the JCHA for possession of the leased premises due to the Resident Household's failure to pay rent, utility and maintenance charges, or any other violation of this Lease or for other good cause, the Resident agrees to pay the court fees associated with filing the eviction action and issuing the warrant of removal which are incurred by the JCHA to remove the Resident Household. Said fees and costs, if applicable, will be due and owing within 30 days after being invoiced. Failure to pay rent or other payments is a material violation of the lease and is grounds for termination of the Lease Agreement.

XVI. Grievance Procedure

All disputes concerning the obligations of the Resident Household or the JCHA shall be resolved in accordance with the JCHA grievance procedure which is incorporated herein by reference except as provided in 24 CFR 966.51(a)(2)

XVIII. Waiver

The failure of the JCHA or the Resident Household to exercise any right or remedy provided herein, shall not affect the right to do so at a later date for similar or other causes.

This Lease represents the entire agreement between the parties. There are no promises, agreements or representations made other than as set forth in this Lease. This Lease shall be construed in accord with New Jersey law.

XIX. Execution

By Resident's signature below, Resident Head of Household and Household agree to the Terms and Conditions of this Lease Agreement and all additional documents made a part of the Lease Agreement by reference.

RIGHT OF RE-ENTRY: The JCHA (landlord) reserves and the Resident Head of Household does hereby agree, that the JCHA has retained a right of re-entry into the premises should there be a violation or breach by the Resident Household of any of the covenants or agreements contained in the Lease or in this Addendum. Should the Resident hold over and continue possession of the premises or any part thereof after an alleged breach or violation of any covenant or agreement of the Lease or any Addendum to the Lease, the JCHA will serve written notice of the termination of said tenancy and demand that the Resident remove from the premises within the time prescribed by law.

By the signature(s) below the Resident also acknowledges that the Provisions of this Lease Agreement have been received, thoroughly explained and understood.

CONFLICT WITH OTHER PROVISIONS OF THE LEASE: In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

CERTIFICATION: I have read and understand all provisions of this Addendum and agree that all other conditions of the original lease and addenda, except those changed by this separate and subsequent Addendum, shall remain in effect.

RESIDENT HEAD OF HOUSEHOLD SIGNATURE	JCHA SIGNATURES
BY: **(TYPE OR PRINT NAME OF HEAD OF HOUSEHOLD)**	**BY:** **(TYPE OR PRINT NAME OF JCHA REPRESENTATIVE)**
(SIGNATURE AND DATE)	**(SIGNATURE AND DATE)**

HEAD OF HOUSEHOLD: _____ DATE: _____

ADULT MEMBER _____ DATE: _____

ADULT MEMBER _____ DATE: _____

ADULT MEMBER _____ DATE: _____

ADULT MEMBER _____ DATE: _____

ASSET MANAGER: _____ DATE: _____

WITNESS: _____ DATE: _____

In case of emergency, please contact _____ at phone # _____

RESIDENT'S CERTIFICATION

I, _____ hereby certify that I and other members of my Household, have not committed any fraud in connection with any Federal Housing Assistance program. I further certify that all information or documentation submitted by myself or other Household members to the JCHA in connection with any Federal Housing Assistance program (before and during the Lease Agreement term) are true and complete to the best of my knowledge and belief.

_____ _____

Resident Head of Household's Signature Date

Jersey City Housing Authority
Building Communities...Creating Opportunities...Transforming Lives

PUBLIC HOUSING ONE STRIKE POLICY LEASE ADDENDUM

The Jersey City Housing Authority (JCHA), in accordance with HUD regulations and JCHA policy, has adopted the following One Strike 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 evictions under One Strike based on egregious crimes committed by juveniles, as permitted by law.

If a tenant has been evicted based on a One Strike violation and the charges against the tenant are dismissed—not pled down to a lesser offense—then the tenant shall be reinstated to the Section 8 Voucher Program if the tenant previously held a voucher. If the tenant previously resided in public housing, then that tenant shall be offered the next available appropriately-sized public housing unit.

The lease shall require the tenant to act and cause authorized tenant members, guests and other persons under the tenant'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 development in a decent, safe and sanitary condition, including refraining from behavior caused by drug or alcohol abuse that interferes with the health, safety or right to peaceful enjoyment of the premises by other tenants, housing authority employees, or persons residing in the immediate vicinity of the 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 premises by other tenants, housing authority employees, agents of JCHA, or persons residing in the immediate vicinity of the premises;
- Engaging in any violent criminal activity or other activity that threatens the life, health or property of other tenants, JCHA employees, or persons residing in the immediate vicinity of the premises;
- Engaging in any drug-related criminal activity on or off JCHA 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 JCHA property; and
- Owning or possessing illegal weapons on JCHA property;

- Causing any fire on JCHA premises, either intentionally or through negligent or careless disregard.
- If tenant, household members, guests or other persons under tenant's control have been convicted of manufacture or production of methamphetamines on the premises of federally assisted housing, the lease shall be terminated immediately;
- If tenant, household members, guests or other persons under tenant's control are subject to a lifetime registration requirement under state sex offender registration laws, then the lease 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 evictions, JCHA retains the authority to, after considering all credible evidence and on a case-by-case basis, decide against termination. JCHA shall consider the following factors when making determinations regarding authorized evictions under the One Strike Policy:

1. Seriousness of the offending action
2. The extent of participation by the leaseholder and other household members in the offending action, including whether the culpable member is a minor, disabled, or a victim of domestic violence or stalking
3. The effects the eviction would have on family members not involved in the offending activity
4. The extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action
5. The effects the eviction, or the absence of eviction, would have on the community
6. The demand for public housing by eligible families
7. The length of time since the offending action
8. If JCHA considers rehabilitation, then the tenant 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 residents with respect to One Strike 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 One Strike 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 eviction.

- *Drug charges:*
  - **By Head of household:**
    - Possession with intent to distribute --- On/Off site --- termination of tenancy.
    - Possession charge only --- On/Off site --- 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 site --- termination of tenancy.
  - Possession charge only --- On/Off site --- 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 site --- stipulation agreement for offender not to enter the unit and no further One Strike violations from the unit for two years. Also, if the arrest happened in the unit with drugs, then termination of tenancy.
    - Off site --- 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 public housing, then stipulation agreement for offender not to enter the unit and no further One Strike violations from the unit for two years.
  - Possession charge only --- On/Off site --- 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 JCHA 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 tenants to violation of JCHA's One Strike unless such use constitutes a pattern of abuse that interferes with the health, safety or right to peaceful enjoyment of the premises by other tenants.

- *Weapon charges:*
  - **Firearms:**
    - By Head of household --- On/Off site --- termination of tenancy.
    - Other member of household on lease --- On/Off site --- termination of tenancy.
    - Persons not on lease: relative, guest, or frequent visitor not on the lease using the address of the head of household --- On site --- stipulation agreement for the offender not to enter the unit and no further One Strike violations from the unit for two years. Also, if the arrest happened in the unit with weapons, then termination of lease.
    - Persons not on lease: relative, guest, or frequent visitor not on the lease using the address of the head of household --- Off site --- 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 JCHA address. Also, if charged within 500 feet of public housing, then stipulation agreement for offender not to enter the unit and no further One Strike violations from the unit for two years.

- **Weapons other than firearms:**
  - By Head of household --- On/Off site --- based on the severity of weapons charge: termination of tenancy or stipulation agreement for no further One Strike violations for two years.
  - Other member of household on the lease ---On/Off site --- based on severity of weapons charge: termination of tenancy 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 site --- 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 JCHA address.

- *Alcohol abuse:* pattern of abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants.

  - **Head of household and any other member of the household on the lease:**
    - On site: stipulation agreement for a rehabilitation program and no further One Strike violations for two years.
    - Off site: N/A

  - **Persons not on lease: relative, guest, or frequent visitor not on the lease using the address of the head of household:**
    - On site: stipulation agreement for the offender not to enter the unit and no further One Strike violations from the unit for two years.
    - Off site: N/A

- *Violent criminal activity:*

  - **Violent criminal activity that interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants:**
    - Head of household --- On/Off site --- termination of tenancy.
    - Other member of the household on lease --- On/Off site--- termination of tenancy.

  - **Violent criminal activity AND evidence that offender is residing in the unit**
    - Persons not on lease: relative, guest, or frequent visitor not on the lease using the address of the head of household
      - On site:
        - With evidence that offender is residing in the unit --- stipulation agreement not to enter or visit the head of household in the unit and no further One Strike violations for two years.
        - Without evidence that offender is residing in the unit --- certification to be signed

- Off site:
  - 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 JCHA address. Also, if charged within 500 feet of public housing, then stipulation agreement for offender not to enter the unit and no further One Strike violations from the 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 site --- (1) termination of tenancy if there is evidence that the offender is residing in the unit; (2) stipulation agreement for the offender not to enter the unit and no further One Strike violations from the unit for two years.

Where JCHA deems appropriate and executes a stipulation agreement, JCHA shall seek eviction based upon any subsequent violations of the lease and/or One Strike Policy which thereby violates the existing stipulation agreement. If JCHA has executed a stipulation agreement for a violation of One Strike Policy, then JCHA may offer an informal grievance hearing to resolve the lease violation if it is not another One Strike 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 JCHA housing must provide sufficient proof that the offending individual has indeed been physically removed from the housing unit. To do so, tenants shall refer to the following list. Tenants must provide documents and/or satisfy criteria from the following list, which must total a minimum of 10 points. For example, if a tenant provides the removed person's new lease from a different address, then such document totals 10 points; thus, the tenant has satisfied his/her obligation to remove the culpable person and, accordingly, the tenant along with the rest of his/her household may remain in JCHA housing.

- 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)
- Resident in good standing (5 POINTS)
- JCHA checks subject apartment and finds no evidence that the culpable person is still living in the apartment (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 One Strike 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 One Strike, 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 and, if appropriate, remove all non-elderly members from the lease, and sign a Stipulation Agreement barring further violation of the lease provisions for two years.

CONFLICT WITH OTHER PROVISIONS OF THE LEASE: In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

CERTIFICATION: I have read and understand all provisions of this Addendum and agree that all other conditions of the original lease and addenda, except those changed by this separate and subsequent Addendum, shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Lease Agreement on this _____ day of _____ month, 20____ at Jersey City, New Jersey.

Head of Household:

_____ _____ Date:_____

(Print Name) **(Sign Name)**

Adult Member of Household:

_____ _____ Date:_____

(Print Name) **(Sign Name)**

Adult Member of Household:

_____ _____ Date:_____

(Print Name) **(Sign Name)**

Adult Member of Household:

_____ _____ Date:_____

(Print Name) **(Sign Name)**

JERSEY CITY HOUSING AUTHORITY LEASE ADDENDUM
SMOKE-FREE POLICY

This lease addendum adds the following paragraphs to the Lease between the Tenant_____, residing at _____ and the Landlord Jersey City Housing Authority (JCHA).

Purpose of the Addendum
The lease for the above referenced unit is being amended to include the provisions of the U.S. Department of Housing and Urban Development's (HUD) Notice PIH-2017-03 which requires Smoke-Free Housing in accordance with 24 C.F.R. 965 and 966.

Conflicts with Other Provisions of the Lease
In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum
The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

JCHA Smoke-Free Policy:
The JCHA's Smoke-Free policy prohibits the use of prohibited tobacco products in all JCHA conventional public housing living units, indoor common areas, administrative office buildings, community rooms or community facilities, public housing daycare centers, and laundry rooms. This policy also applies to outdoor areas within 25 feet from JCHA public housing and administrative office buildings. Prohibited tobacco products includes cigarettes, cigars, pipes, and waterpipes (hookahs).

The tenant agrees that the tenant, members of the tenant's household, tenant's guests, or other person under the tenant's control must not engage in any smoking of specified prohibited tobacco products in restricted areas, or in other outdoor areas that the JCHA has designated as smoke-free.

The tenant must sign this Smoke-Free policy lease amendment as a condition of his/her continuing occupancy. Failure to sign this policy will be considered a violation of the lease agreement which may result in termination of tenancy. The tenant's failure to comply with the provisions of this policy may result in the assessment of fines and/or the termination of tenancy.

The JCHA may not deny admission to applicants or terminate assistance to tenants who smoke. The JCHA understands that Section 504 of the Rehabilitation Act of 1973, the Fair Housing Act, and the Americans with Disabilities Act may provide the resident the right to seek a reasonable accommodation. A request for a reasonable accommodation must be considered, and granted unless there is a fundamental alteration to the program or an undue financial and administrative burden to the JCHA.

_____ _____
Tenant Date

_____ _____
Landlord Date

JERSEY CITY HOUSING AUTHORITY LEASE ADDENDUM

VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013
PROVIDES PROTECTIONS FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

This lease addendum adds the following paragraphs to the Lease between the Tenant_____, residing at _____ and the Landlord Jersey City Housing Authority (JCHA).

Purpose of the Addendum
The lease for the above referenced unit is being amended to include the revised provisions of the Violence against Women Reauthorization Act of 2013 (VAWA) under HUD Notice PIH-2017-08 (HA).

Conflicts with Other Provisions of the Lease
In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum
The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Definitions (as per 24 CFR 5.2003):
Actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

Affiliated individual, with respect to an individual, means: a) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or (b) Any individual, tenant, or lawful occupant living in the household of that individual.

Bifurcate means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

Covered housing provider refers to the individual or entity under a covered housing program, and as defined by each program in its regulations, that has responsibility for the administration and/or oversight of VAWA protections and includes PHAs, sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities.

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

(1) The length of the relationship;
(2) The type of relationship; and
(3) The frequency of interaction between the persons involved in the relationship.

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

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: (1) Fear for the person's individual safety or the safety of others; or (2) Suffer substantial emotional distress.

VAWA means the Violence Against Women Act of 1994, as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e *et seq.*).

VAWA Protections (as per 24 CFR 5.2005):

Victims of domestic violence, dating violence, sexual assault, or stalking are eligible for protections without regard to sex, gender identity, or sexual orientation. The JCHA may not discriminate against any applicant, tenant or participant on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability or age. Guests, unassisted members, and live-in aides of the family are ineligible for VAWA protections that are available only to tenants and participants.

The JCHA may not deny admission to any applicant or terminate assistance to any tenant or participant on the basis of or as a direct result of the fact that the applicant, tenant or participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the person would otherwise qualify for assistance or admission.

The JCHA must provide applicants, tenants and participants with the VAWA Notice of Occupancy Rights (HUD-approved Form - 5380), which explains their rights under VAWA. The JCHA may also use the HUD-approved Form 5382 Certification, or other official documentation (i.e. police report, or letters from an attorney, victim services agency or medical professional, etc.), to be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under VAWA.

VAWA Remedies (as per 24 CFR 5.2005 and 24 CFR 5.2009)

The JCHA has established an Emergency Transfer Plan in compliance with the HUD-approved Form – 5381 and will provide the HUD-approved Form – 5383 Emergency Transfer Request Form if a VAWA victim makes a written request for a transfer to the JCHA. The JCHA may choose to bifurcate a lease, or remove a household member or lawful occupant from a lease to evict, remove, or terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, in compliance with 24 CFR 5.009, to provide protection under VAWA.

_____ _____

Tenant Date

_____ _____

Landlord Date

JERSEY CITY HOUSING AUTHORITY LEASE ADDENDUM
WINDOW OBSTRUCTION AND SCREENS

The Lease Agreement, as executed on _____(date Lease booklet was signed), between _____ (print Head of Household name) and the Jersey City Housing Authority (JCHA) for the unit located at _____ (address) is hereby extended under the same conditions as the original Lease Agreement mentioned above with the exception of the following amendment(s) that are **effective** _____:

SECTION IV- "Other Obligations and Rules of Conduct "

(Add) - (w) – "Residents should not obstruct windows and doors in the unit. The use of foil and other similar materials over or in windows is not permitted. Window screens must remain permanently in place to fulfill their purpose and to avoid loss. In the event that a Resident removes or damages the window screen, a charge will be imposed and a cease and/or termination notice will be sent for each offense. A payment must be made within thirty (30) days from date the Resident receives notice of the charge. Throwing, placing or hanging anything out of a window is a violation of the lease and grounds for eviction."

RIGHT OF RE-ENTRY: The JCHA (landlord) reserves and the Resident Head of Household does hereby agree, that the JCHA has retained a right of re-entry into the premises should there be a violation or breach by the Resident Household of any of the covenants or agreements contained in the Lease or in this Addendum. Should the Resident hold over and continue possession of the premises or any part thereof after an alleged breach or violation of any covenant or agreement of the Lease or any Addendum to the Lease, the JCHA will serve written notice of the termination of said tenancy and demand that the Resident remove from the premises within the time prescribed by law.

CONFLICT WITH OTHER PROVISIONS OF THE LEASE: In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

CERTIFICATION: I have read and understand all provisions of this Addendum and agree that all other conditions of the original lease and addenda, except those changed by this separate and subsequent Addendum, shall remain in effect.

RESIDENT HEAD OF HOUSEHOLD	JCHA REPRESENTATIVE
BY:_____ **(TYPE OR PRINT NAME OF HEAD OF HOUSEHOLD)**	**BY:**_____ **(TYPE OR PRINT NAME OF JCHA REPRESENTATIVE)**
_____ _____ **(SIGNATURE)** **(DATE)**	_____ _____ **(SIGNATURE)** **(DATE)**

JERSEY CITY HOUSING AUTHORITY LEASE ADDENDUM
HABITUAL LATE RENT PAYMENTS
AS BASIS FOR EVICTION

The Lease Agreement, as executed on _____(date Lease booklet was signed), between _____ (print Head of Household name) and the Jersey City Housing Authority (JCHA) for the unit located at _____ (address) is hereby extended under the same conditions as the original Lease Agreement mentioned above with the exception of the following amendment(s) that are **effective** _____:

Section II. "Rent And Other Fees" **(A). RENT**

2. (**Add)** "Repeated late payments (three or more late payments within a 12-month period) are a violation of this Lease Agreement and grounds for eviction."

RIGHT OF RE-ENTRY: The JCHA (landlord) reserves and the Resident Head of Household does hereby agree, that the JCHA has retained a right of re-entry into the premises should there be a violation or breach by the Resident Household of any of the covenants or agreements contained in the Lease or in this Addendum. Should the Resident hold over and continue possession of the premises or any part thereof after an alleged breach or violation of any covenant or agreement of the Lease or any Addendum to the Lease, the JCHA will serve written notice of the termination of said tenancy and demand that the Resident remove from the premises within the time prescribed by law.

CONFLICT WITH OTHER PROVISIONS OF THE LEASE: In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

CERTIFICATION: I have read and understand all provisions of this Addendum and agree that all other conditions of the original lease and addenda, except those changed by this separate and subsequent Addendum, shall remain in effect.

RESIDENT HEAD OF HOUSHEHOLD	JCHA REPRESENTATIVE
BY:_____ **(TYPE OR PRINT NAME OF HEAD OF HOUSEHOLD)**	**BY:**_____ **(TYPE OR PRINT NAME OF JCHA REPRESENTATIVE)**
_____ _____ **(SIGNATURE)** **(DATE)**	_____ _____ **(SIGNATURE)** **(DATE)**

Revised July 2019

JERSEY CITY HOUSING AUTHORITY LEASE ADDENDUM
EXCESS UTILITIES

The Lease Agreement, as executed on _____(date Lease booklet was signed), between _____ (print Head of Household name) and the Jersey City Housing Authority (JCHA) for the unit located at _____ (address) is hereby extended under the same conditions as the original Lease Agreement mentioned above with the exception of the following amendment(s) that are **effective** _____:

Section II - D – "Utilities and Appliances"

2. (Current language)

For excess appliances, **(not applicable to residents who pay utilities directly to utility supplier)**, are due the following:

Fees for excess appliances, (not applicable to residents who pay utilities directly to utility supplier), are due per the following: Air Conditioners: An excess utility fee of $20/mo will be charged for nonelderly/disabled for the first air conditioner and $25/mo for each additional one. For senior citizen (62 years of age or older) and disabled Heads of Household, the charge is $5/mo for the first air conditioner and $10/mo for each additional one. Residents of Berry Gardens, specifically 199 Ocean Ave. and 92 Danforth Ave. will not be charged for the first air conditioner but will be charged $5/mo for the second one and $10/mo for each additional one. Air conditioners must be properly installed using the manufacturer's window kit. Air conditioners may not be supported by bricks, wooden boards, cans, cardboard, or any other material.

Other Appliances: If checked below, an additional fee of $20/mo. for Deep Freezers will be charged and $5/mo for senior citizen and disabled Heads of Households. $10/mo. will be charged for Electric Dryers, & Dishwashers and $5/mo for senior citizen and disabled Heads of Households per appliance. $15/mo will be charged for Clothes Washers and $7.50 for senior citizen and disabled Heads of Households.

(Replace with)

For excess appliances (**not applicable to residents who pay utilities directly to the utility supplier)**, the following schedule of excess utility charges will apply for excess appliances as follows:

JERSEY CITY HOUSING AUTHORITY LEASE ADDENDUM
EXCESS UTILITIES

Appliance	Standard Fee	Fee Senior (Age 62+) and Disabled Head of Households and Minimum Renters
Air Conditioner* (1st Unit)	$20/mo ($100/yr)	$0
Air Conditioner* (Additional Units)	$20/mo ($100/yr)	2nd unit: $5/mo ($25/yr) Additional units: $10/mo ($50/yr)
Clothes Washer	$20/mo ($240/yr)	$10/mo ($120/yr)
Electric Dryer	$5/mo ($60/yr)	$2.50/mo ($30/yr)
Dishwasher	$15/mo ($180/yr)	$7.50/mo ($90/yr)
Deep Freezers	$5/mo ($60/yr)	$2.50/mo ($30/yr)

***Air conditioner charges will only apply from May through September of each year. Residents do not need to remove units when not in use.**

3. (Current language)

Other major appliances, except refrigerators, may be installed only upon prior written JCHA approval. Gas dryers are prohibited for use in the unit.

(Additional language)

During annual inspections, the Asset Manager will note on the inspection form whether the apartment has an air conditioner, clothes washer, electric dryer, dishwasher, or deep freezer and whether the appliance(s) is installed correctly.

All air conditioner units must be installed properly and can only be installed in a room with two windows. For rooms with one window, a doctor's note documenting the need for a reasonable accommodation is required to be submitted to the office before installation and as needed on an annual basis

RIGHT OF RE-ENTRY: The JCHA (landlord) reserves and the Resident Head of Household does hereby agree, that the JCHA has retained a right of re-entry into the premises should there be a violation or breach by the Resident Household of any of the covenants or agreements contained in the Lease or in this Addendum. Should the Resident hold over and continue possession of the premises or any part thereof after an alleged breach or violation of any covenant or agreement of the Lease or any Addendum to the Lease, the JCHA will serve written notice of the termination of said tenancy and demand that the Resident remove from the premises within the time prescribed by law.

JERSEY CITY HOUSING AUTHORITY LEASE ADDENDUM
EXCESS UTILITIES

CONFLICT WITH OTHER PROVISIONS OF THE LEASE: In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

CERTIFICATION: I have read and understand all provisions of this Addendum and agree that all other conditions of the original lease and addenda, except those changed by this separate and subsequent Addendum, shall remain in effect.

RESIDENT HEAD OF HOUSHEHOLD	JCHA REPRESENTATIVE
BY:_____ **(TYPE OR PRINT NAME OF HEAD OF HOUSEHOLD)**	**BY:**_____ **(TYPE OR PRINT NAME OF JCHA REPRESENTATIVE)**
_____ _____ **(SIGNATURE)** **(DATE)**	_____ _____ **(SIGNATURE)** **(DATE)**

JERSEY CITY HOUSING AUTHORITY LEASE ADDENDUM
Lock/Key Policy

The Lease Agreement, as executed on _____(date Lease booklet was signed), between _____ (print Head of Household name) and the Jersey City Housing Authority (JCHA) for the unit located at _____ (address) is hereby extended under the same conditions as the original Lease Agreement mentioned above with the exception of the following amendment(s) that are **effective** _____:

Section IV. Other Obligations and Rules of Conduct

o. (Current language)

The Resident Household may install private locks on interior or exterior unit doors but the JCHA must be provided with a contact name and phone number. In the case of an emergency, the JCHA will call the contact person who is required to respond immediately to unlock the door. If there is no response, the JCHA will break the lock and/or door, if necessary, and the resident will be responsible to pay for the repair.

(**Additional language)**

Key Copies: JCHA Residents who require an additional copy of a key must fill out a "Resident/Staff Key Request Form," located in the manager's office. For residents who have lost their keys, the Asset Manager will provide the resident with key(s) that the resident can bring to JCHA's designated locksmith. The quantity of keys to be provided will be limited to the amount approved on the request form. Residents are responsible for bringing the keys to be duplicated to JCHA's designated locksmith and paying the fee for the duplicate copy(ies). JCHA's designated locksmith will only accept request forms that have a raised seal and (2) signatures in blue ink signed by designated JCHA staff (no copies).

JCHA Residents may request for locks to be changed and will be responsible to pay for this service.

RIGHT OF RE-ENTRY: The JCHA (landlord) reserves and the Resident Head of Household does hereby agree, that the JCHA has retained a right of re-entry into the premises should there be a violation or breach by the Resident Household of any of the covenants or agreements contained in the Lease or in this Addendum. Should the Resident hold over and continue possession of the premises or any part thereof after an alleged breach or violation of any covenant or agreement of the Lease or any Addendum to the Lease, the JCHA will serve written notice of the termination of said tenancy and demand that the Resident remove from the premises within the time prescribed by law.

JERSEY CITY HOUSING AUTHORITY LEASE ADDENDUM
Lock/Key Policy

CONFLICT WITH OTHER PROVISIONS OF THE LEASE: In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

CERTIFICATION: I have read and understand all provisions of this Addendum and agree that all other conditions of the original lease and addenda, except those changed by this separate and subsequent Addendum, shall remain in effect.

HEAD OF HOUSHEHOLD	JCHA REPRESENTATIVE
BY:_____ **(TYPE OR PRINT NAME OF HEAD OF HOUSEHOLD)**	**BY:**_____ **(TYPE OR PRINT NAME OF JCHA REPRESENTATIVE)**
_____ _____ **(SIGNATURE)** **(DATE)**	_____ _____ **(SIGNATURE)** **(DATE)**

JERSEY CITY HOUSING AUTHORITY

2026 ANNUAL PLAN

ATTACHMENT F.1a

2024 NPHOI Lease Agreement

& Policy

Jersey City Housing Authority
Building Communities...Creating Opportunities...Transforming Lives

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OVER INCOME FAMILY POLICY – PUBLIC HOUSING LEASE ADDENDUM

INTRODUCTION

The Housing Opportunity Through Modernization Act ("HOTMA") was signed into law on July 29, 2016. Section 103 of HOTMA amends section 16(a) of the United States Housing Act of 1937 (42 U.S.C. 1437n(a)) (1937 Act) and creates new limitations on tenancy and program participation for formerly income-eligible families residing in public housing with incomes over the newly created over-income limit .The statute requires that after a family's income has exceeded the over-income limit for two consecutive years or 24 consecutive months[1] (the "grace period"), a public housing authority (PHA) must either terminate the family's tenancy within six months of the final notification or charge the family the alternative non-public housing rent (alternative rent). The alternative rent must equal the greater of: (1) the applicable Fair Market Rent (FMR); or (2) the amount of monthly subsidy provided for the unit. The per unit monthly subsidy includes amounts from the Operating and Capital Funds, as defined by the new regulations at 24 CFR 960.102.

Section 103 of HOTMA was partially implemented by the U.S. Department of Housing and Urban Development (HUD) in 2018,[2] however, there were several delays in the full implementation.[3] The provisions implementing Section 103 became effective on March 16, 2023, and all PHA's must fully implement written OI policies no later than June 14, 2023. If implementation of this provision requires a significant amendment to the PHA's plan, the PHA is required to complete the significant amendment process to effectuate the policy change. There are no exceptions to the income limitation on public housing program participation.

APPLICABILITY

Section 103 of HOTMA applies to all PHAs operating a public housing program, including Moving to Work (MTW) Agencies. There are no exceptions to the limitation on public housing tenancy for HUD assisted tenants who are determined to be over-income for 24 consecutive months. Specifically, this means that the over-income family's tenancy and participation in the public housing program must end within six months of the final over-income determination unless the PHA policy permits the family to remain in a public housing unit, in which case the family must be charged the alternative rent upon the completion of the grace period. The JCHA will permit an Over Income family to remain in their public housing unit and pay the alternative rent as defined below, or the Over Income family may decide to vacate the unit.

SUMMARY OF ASSOCIATED REGULATORY CHANGES

The HOTMA final rule includes the new over-income requirements and makes necessary conforming changes to existing regulation including the removal of 24 CFR 960.261. The final rule updated existing requirements in 24 CFR 5.520, 5.628, 960.102, 960.206, 960.253, 960.601, 964.125, and 966.4. All regulatory changes are summarized below in numerical order (except for the parts containing definitions). Parts 960.507, and 960.509 are new regulations specific to the implementation of the over-income requirements. These over-income requirements are now effective as of March 16, 2023, and are to be fully implemented by June 14, 2023.

- 24 CFR 5.520 – Restrictions on assistance to Noncitizens – A conforming change was made to paragraph (d)(1) of this section to clarify that a PHA must provide prorated assistance to mixed immigration status families, except as

[1] 24 CFR 960.507 (a)

[2] 83 FR 35490

[3] Due to the unprecedented challenge of the COVID-19 pandemic and the authority provided under the Coronavirus Aid, Relief and Economic Security (CARES) Act (Public Law 116-136), HUD elected to waive and establish alternative requirements for numerous statutory and regulatory requirements for the Public Housing program

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provided in 24 CFR 960.507. Once a mixed family has exceeded the over-income limit for 24 consecutive months, the family will either have their tenancy terminated or they must pay the alternative rent as a non-public housing over-income family. For a PHA with a termination policy for over-income families, mixed families will pay their current, prorated rent amount during the 6-month period before termination. If the mixed family is permitted to pay the alternative rent then, pursuant to 24 CFR 5.520(d)(1), the mixed family must not receive prorated assistance. Instead, the family must pay the full alternative rent amount.

- 5.628 – Family Payment – A new sub-paragraph was added at 24 CFR 5.628(a)(5) clarifying that the options available under the total tenant payment (TTP) now include the alternative rent (as defined in 960.102) for non-public housing over-income housing families.
- 960.102 and 960.601 – Definitions – Additional definitions and clarifications were added to these sections to implement the new requirements found at 24 CFR 960.507 for families exceeding the over-income limit. These changes create new definitions in 24 CFR 960.102 for the following terms: alternative non-public housing rent (alternative rent), non-public housing over-income family (NPHOI family), over income family (OI family) and over-income limit (OI limit).
- 960.206 – Waiting List: Local preference in admission to public housing program – non-public housing over-income family residing in JCHA housing, and paying the alternative rent may only be readmitted into the public housing program if they once again become an eligible low-income family as defined in 24 CFR 5.603(b) and reapply to the public housing program. The family's application will have a priority preference on the Waiting List for that particular site.
- 960.253 – Choice of Rent – Rent Options – Conforming changes have been made to paragraphs (a) and (f) of this section to clarify the choice of rent in relation to NPHOI families and the new requirements found at 960.507. Families subject to 960.507 must pay the alternative rent, as stated in 960.253(a), when they've exceeded the grace period and are allowed by PHA policy the option of remaining in a public housing unit. During the 24 consecutive month grace period, and in the 6 months before termination, the family will continue to pay their current rent choice amount (i.e., the family's choice of income-based or flat rent, or the prorated rent for mixed families).

  A conforming change has been made to paragraph (f) to clarify the exemption to the current practice of conducting a reexamination of family income every three years for a family that chooses the flat rent option. The PHA must no longer apply the three-year reexamination provision to families once the PHA determines that the family is over-income. Once a PHA determines the family is over-income, the PHA must follow the documentation and notification requirements under 960.507(c).

  PHAs have no discretion when it comes to the rent for non-public housing over-income families. Once the grace period ends, and if the family is given the option to remain in a public housing unit and they choose to remain, then the family is required to pay the alternative rent as determined in accordance with 24 CFR 960.102. Non-public housing over-income families must not be given the choice of flat rent, income-based or prorated-rent.
- 964.125 – Tenant Participation and Tenant Opportunities in Public Housing – Conforming changes have been made to paragraph (a) of this section to clarify that members of a non-public housing over-income family, as described in 24 CFR 960.507, are no longer eligible to be members of a resident council. There is no PHA discretion to exempt a non-public housing over-income family member from this regulation.
- 966.4 – Public Housing Program Lease requirements – HUD made conforming changes to the lease requirements under 24 CFR 966.4 (a)(2) regarding the term of the public housing lease for PHAs that have an over-income policy requiring termination after the grace period. This change requires the public housing lease to convert to a month-to-

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month term to account for the period before termination as determined by PHA policy. Lastly, the regulation at 24 CFR 966.4(l)(2)(ii) has also been revised to remove the reference to 24 CFR 960.261 as one of the grounds for termination and replaced it with a reference to 24 CFR 960.507. Paragraph (l) of this section now clarifies that being over the income limit for the program qualifies as grounds for termination pursuant to the new over-income limit provided in 24 CFR 960.507. All PHAs must update their public housing leases accordingly.

- 24 CFR 960.261 – has been deleted to remove the exception to evict or terminate the tenancy of a family solely because the family is over-income provided the family has a valid contract for participation in an FSS program under part 984 or if the family receives EID. With this final rule, HUD intends for there to be no exceptions to the HOTMA over-income provision.

DETERMINATION OF THE OVER-INCOME LIMIT

The 'over-income limit' (OI limit) is now defined at 24 CFR 960.102. The over-income limit is determined by multiplying the applicable income limit for a very low-income (VLI) family, as defined in 24 CFR 5.603(b), by a factor of 2.4, a limit equal to approximately 120% of the area median income, or AMI. The VLI varies by jurisdiction[4] and by family size so each PHA will have to calculate the over-income limit for each family size in their public housing program.

The over-income limit must then be compared to the family's annual income (per 24 CFR 5.611) during an annual or interim income examination. If the family's annual income is greater than the over-income limit, then they exceed the over-income limit for the program, and must be notified in accordance with 24 CFR 960.507(c). The OI limit is based on the family's income and not their adjusted income which is a significant change from the guidance given in 2019-11. This change must be implemented for any annual or interim reexaminations following March 16, 2023. PHAs that require additional time to make a significant amendment to the PHA plan may delay the change to June 14, 2023. HUD updates the income limits annually. PHAs must update the over-income limits for the public housing in their ACOPs no later than 60 days after HUD publishes new income limits each year.

Step by step on how to determine if the family's income exceeds the Over-Income Limit.

Step 1: Go to https://www.huduser.gov/portal/datasets/il.html and follow the instructions in Appendix II to find the Very Low Income amount for families in your jurisdiction.

Step 2: Use the following calculation to determine the Over-Income Limit: Very Low-Income limit x 2.4 = Over-Income Limit

Step 3: If the family's annual income is greater than the Over-Income Limit, then they exceed the Over-Income Limit, and must be notified three times.

NOTIFICATION REQUIREMENTS

The JCHA will notify the Over-Income family with three written notices as required in regulations 24 CFR 960.507(c)(1)- (3). The JCHA will follow the over-income notification process at 24 CFR 960.507(c) for any notices occurring after implementation of the HOTMA final rule. The notices must state that the actions that will be taken as required under JCHAs over-income policy in the ACOP and, if applicable must include the alternative rent amount.

The required notices under the final rule are as follows:

[4] https://www.huduser.gov/portal/datasets/il.html#2022_faq

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Notice 1: Provide written notice to the OI family no later than 30 days after the JCHA's initial determination, stating that the family has exceeded the over-income limit. The notice must state that:

- The family has exceeded the over-income limit, and
- Continuing to exceed this limit for a total of 24 consecutive months will result in the PHA following its continued occupancy policy for over-income families in accordance with 24 CFR 960.507(d).

The notice will explain the JCHAs policy of either tenancy termination or the option of paying the alternative rent as an NPHOI family. JCHA must afford the family an opportunity for a grievance hearing if the family disputes within a reasonable time the determination that the family has exceeded the over-income limit.

Notice 2: JCHA will conduct an income examination 12 months after the initial OI determination, unless the JCHA already determined that the family's income fell below the OI limit during an interim reexamination. If the JCHA determines that the family's income has exceeded the over-income limit for 12 consecutive months, the Over-Income family must be provided written notice of this fact no later than 30 days after the determination that led to the 12-month over-income determination. JCHA must afford the family an opportunity for a grievance hearing if the family disputes within a reasonable time the determination that the family has exceeded the over-income limit.

This notice must inform the Over-Income family that they have been over income for 12 consecutive months and that continuing to exceed the over-income limit for the next 12 consecutive months will result in the family:

a. Paying the higher alternative rent as a non-public housing over-income family; OR

b. Having their tenancy terminated

c. Since JCHAs Over-Income Policy permits Over-Income families to remain in public housing and pay the alternative rent, this notice must also include the estimated alternative rent (based on current data).

Notice 3: If the JCHA determined that the family's income has exceeded the over-income limit for 24 consecutive months, the Over-Income family must be provided written notice of this fact no later than 30 days after the determination that led to the 24-month over-income determination. JCHA will again afford the family an opportunity for a grievance hearing if the family disputes within a reasonable time the determination that the family has exceeded the over-income limit. The amount of the alternative rent must also be stated.

This notice must inform the Over-Income family that they have been over-income for 24 consecutive months, and that their lease will automatically convert to month to month and at next lease renewal or in no more than 60 days after the date of the third and final notice per 24 CFR 960.507(c)(3), whichever is sooner, the family must:

a. Pay the higher alternative rent, and enter into a new lease as a non-public housing over-income family, OR

b. Be terminated from their unit in no more than 6 months.

LIMITATION ON PUBLIC HOUSING TENANCY

Once a family exceeds the over-income limit for 24 consecutive months,[5] the public housing agency must either:

[5] 24 CFR 960.507 (a)

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1. Charge the family the Alternative Non-Public Housing Rent (alternative rent)
2. Terminate the tenancy of such family in public housing not later than 6 months after the income determination confirming that the family has been over-income for 24 consecutive months.[6]
    a. Lease to convert to month-to-month term and the JCHA must charge the Over-Income families, who continue to be public housing program participants, the family's choice of income-based, flat rent, or prorated rent for mixed families during the period before termination.

PHA POLICY TERMINATING THE TENANCY OF OVER-INCOME FAMILIES

The Over-Income families, subject to 960.507, must pay the alternative rent, as stated in 960.253(a), when they've exceeded the grace period and are allowed by PHA policy the option of remaining in a public housing unit. During the 24 consecutive month grace period, and in the 6 months before termination of participation in the JCHA Public Housing Program, the family will continue to pay their current rent choice amount (i.e., the family's choice of income-based or flat rent, or the prorated rent for mixed families) and must continue to abide by all program requirements including Community Service Activities or Self-Sufficiency Work Activities (CSSR) requirements. During this time period, prior to the family's termination from the JCHA Public Housing Program, the family may request an interim reexamination. This reexamination can reduce the rent burden during the period up to termination, but a decrease in income will not enable the family to avoid termination from the program after the family has already exceeded the grace period.

Once the JCHA gives a family the option to pay the alternative rent and if they decline, the JCHA must terminate the tenancy of the family no more than 6 months after the end of the 24 consecutive month grace period.

THE JCHA HAS ELECTED TO OPT FOR OVER INCOME FAMILIES TO BE ALLOWED TO REMAIN RESIDING IN THEIR UNIT AND PAY THE ALTERNATIVE RENT.

JCHA REQUIREMENTS FOR NON-PUBLIC HOUSING OVER-INCOME FAMILIES REMAINING IN A PUBLIC HOUSING UNIT

An over-income family that agrees to pay the alternative rent will become a non-public housing over-income family. Once given the third and final over-income notification as required by 24 CFR 960.507(c)(2), at the next lease renewal or in no more than 60 days after the date the final notice per 24 CFR 960.507(c)(3), whichever is sooner, the family must execute a new lease created for non-public housing over-income families and begin to pay the alternative rent. The family will no longer be public housing program participants and will become unassisted tenants.

Once the JCHA provides the required notices the family may elect to pay the alternative rent as defined herein or vacate the premises. If the family refuses to pay the alternative rent and enter into a new NPHOI Lease, then in that event, and pursuant to HOTMA, the JCHA will commence eviction proceedings in the New Jersey Superior Court for the eviction of the family and termination of that family's participation in the JCHA Public Housing Program.

However, the JCHA may permit, in accordance with its over-income policies, an over-income family to execute the new lease after the deadline, but before eviction, if the over-income family pays the JCHA the total difference between the alternative rent and their public housing rent dating back to the date that is the earlier of 60 days after the date the final notice per 24 CFR 960.507(c)(3) or the date that would have been the next public housing lease renewal.[7]

[6] 24 CFR 960.507 (d)(1) and (2)
[7] 24 CFR 960.509(a)

EXECUTIVE OFFICE
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JCHA will not conduct an annual reexamination of family income for a non-public housing over-income family as they are no longer subject to this requirement. Non-public housing over-income families cannot participate in programs that are only for public housing or low-income families such as participation in a resident council,[8] or receive a HUD utility allowance.[9] Lastly, non-public housing over-income families are no longer subject to CSSR.

Once the new lease is executed, a non-public housing over-income family may only be readmitted into the public housing program if they once again become an eligible low-income family as defined in 24 CFR 5.603(b) and reapply to the public housing program. OI families who have vacated public housing are not eligible for this preference. Families that do vacate can re-apply if they become income-eligible, just like any other eligible family.

CONFLICT WITH OTHER PROVISIONS OF THE LEASE: In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

CERTIFICATION: I have read and understand all provisions of this Addendum and agree that all other conditions of the original lease and addenda, except those changed by this separate and subsequent Addendum, shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Lease Agreement on this _____ day of _____ month, 20____ at Jersey City, New Jersey.

Head of Household:

_____ _____ Date:_____
(Print Name) **(Sign Name)**

Adult Member of Household:

_____ _____ Date:_____
(Print Name) **(Sign Name)**

Adult Member of Household:

_____ _____ Date:_____
(Print Name) **(Sign Name)**

Adult Member of Household:

_____ _____ Date:_____
(Print Name) **(Sign Name)**

[8] 24 CFR 960.507 (a)(1)(ii)
[9] 24 CFR 960.507 (a)(1)(iv)

NON-PUBLIC HOUSING OVER INCOME FAMILY LEASE

Jersey City Housing Authority

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

Jersey City Housing Authority
Building Communities...Creating Opportunities...Transforming Lives

NON-PUBLIC HOUSING OVER INCOME FAMILY LEASE AGREEMENT

The following Lease Agreement describes the terms and conditions under which the property owner, Jersey City Housing Authority (JCHA), agrees to rent Unit #:_____at _____ (Street Address) to the Non-Public Housing Over Income Family (NPHOIF) Head of Household,_____and family. This Lease shall be month-to-month unless properly terminated according to the terms of this Lease and the laws of the State of New Jersey. Upon expiration of the lease term, the lease shall not automatically renew.

This Lease Agreement describes the roles, rights and responsibilities of both the NPHOIF Household and the JCHA in managing and maintaining this unit and the rules governing the actions of both parties. This Lease Agreement also represents the basis of the essential relationship between the JCHA and the NPHOIF Household to ensure that this unit is maintained in good physical condition and as socially and financially viable, affordable housing.

I. The Household

a. In accordance with JCHA occupancy rules, Apt.# _____ at _____ is rented to and limited to occupancy by the following individual members of the NPHOIF Household. This Lease Agreement is strictly limited to this Household upon initial occupancy.

In consideration for general and fire safety and to prevent overcrowded conditions, non-sleeping rooms (i.e. Living Room, Dining Area, etc.) are not to be used for sleeping purposes.

Name	Relationship	Age & Birth Date	Social Security #
1.	Head	/ /	- -
2.		/ /	- -
3.		/ /	- -
4.		/ /	- -
5.		/ /	- -
6.		/ /	- -
7.		/ /	- -
8.		/ /	- -
9.		/ /	- -
10.		/ /	- -

b. Permitting additional, unauthorized persons to live within the household for any time beyond short term visits (specifically, more than 14 days during any calendar year) is a serious violation of the terms and conditions of this Lease Agreement. A written request and JCHA approval is required prior to extending beyond the 14 day limit.

Strict compliance with this requirement is essential to ensure the continued good physical condition and social and financial viability of this unit. Any violation of this requirement prohibiting unauthorized persons from living within the unit shall be the basis for terminating the tenancy of the NPHOIF Household.

c. The JCHA leases to the NPHOIF Head of Household (upon the Terms and Conditions set forth in this Lease Agreement) the unit to be occupied exclusively as the private and primary residence by the NPHOIF Household. It is not to be used or permitted to be used for any other purpose.

II. Rent and Other Fees

A. Rent:

1. The Resident shall pay the amount of the alternative non-public housing rent determined by the JCHA in accordance with federal regulations and other requirements. The amount of the alternative non-public housing rent is subject to change in accordance with federal regulations. The initial alternative non-public housing rent at the beginning of the initial lease term is $_____. The JCHA shall give the NPHOIF Head of Household written notice stating any change in the amount of alternative non-public housing rent and when the change is effective.

2. Thereafter, alternative non-public housing rent in the amount of $_____. per month shall be payable in advance on the first day of each month, and shall be delinquent after the tenth (10th) day of said month. There will be a late fee of $50.00 per month for rent paid after the tenth calendar day of the month. If rent is paid by personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and the resident will incur the late charge plus a fee **equal to the** processing costs. The late fee and insufficient funds charge will be due and owing within 30 days after being invoiced. In addition, the JCHA may require future rent payments in the form of money order only.

   .

3. Failure to pay alternative non-public housing rent or other payments is a material violation of this Lease Agreement and is grounds for termination of the Lease Agreement.

4. Repeated late payments (three or more late payments within a 12 month period) are a violation of this Lease Agreement and grounds for eviction.

5. Alternative Non-Public Housing Rent and other fees can be paid in person at:

   The Management Office at JCHA Public Housing Sites

B. Security Deposit:

1. The NPHOIF Household previously paid a security deposit of $_____. This amount will be applied to the tenancy upon signing this lease.

2. The Security Deposit will be placed in an interest-bearing account at the following lending institution:

Provident Bank
Greenville Office
1553 Kennedy Blvd.
Jersey City, NJ 07305

3. The JCHA will use the Security Deposit at the termination of this Lease Agreement to pay the cost of any rent or other charges owed by the NPHOIF at the termination of this Lease Agreement or to reimburse the cost of repairing any intentional or negligent damages to the unit caused by the NPHOIF, Household members, guests and/or visitors.

4. The NPHOIF Household may not use the Security Deposit to pay rent or other charges or make any withdrawals for any reason while NPHOIF Household occupies the unit. No refund of the Security Deposit will be made until after the NPHOIF Household has vacated the unit and the Asset Manager or designee has inspected it on the JCHA's behalf.

5. The JCHA agrees to return the Security Deposit, together with interest if any, to the NPHOIF Household within 30 days after the NPHOIF Household moves out, less any deductions for any charges and/or fees indicated above, so long as the NPHOIF furnishes the JCHA with a forwarding address or contacts the JCHA and provides a 30-day written notice. The keys to the unit must be turned into the Asset Manager. If any deductions are made, the JCHA will furnish the NPHOIF with a written statement of any such charges for damages and/or other fees.

6. If there is a change in the Head of Household, the new Head of Household will be required to pay a security deposit of up to one month's rent. In the event that a current Head of Household transfers into another JCHA site, the current security deposit will be transferred to the new rental unit.

C. Maintenance/Repair Charges:

The NPHOIF Household shall be required to pay reasonable charges for damages beyond ordinary wear and tear caused by the NPHOIF Household members, guests or visitors in accordance with the revised Maintenance Charge Schedule. All charges will be due and owing within 30 days after being invoiced. Failure to pay is grounds for termination of the Lease.

If the Asset Manager determines that the cause of the damage was beyond the NPHOIF's control, the charge may be waived and the NPHOIF will not be billed. In the case of a charge to the NPHOIF, the NPHOIF Household will have the right to discuss it with the Manager.

D. Utilities and Appliances:

1. As part of the rent, the JCHA will supply water and sewer service. The JCHA will supply heat and hot water service unless it is the responsibility of the NPHOIF Household. The JCHA will not be liable for the failure to supply water, sewer, heat or hot water for any cause beyond its control. NPHOIF Household agrees not to waste the utilities provided by the JCHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels and to report all leaks promptly to the JCHA. The JCHA shall provide a cooking range and a refrigerator for the unit.

   All utilities supplied and billed directly to the NPHOIF by a local gas & electric company must be in the name of the NPHOIF Head of Household.

   If indicated by an (X) below, the JCHA provides the indicated utility as part of the rent for the premises:
   ( ) Electricity ( ) Natural Gas ( ) Heating Fuel (X) Water/Sewerage

2. Fees for excess appliances, **(not applicable to residents who pay utilities directly to utility supplier)**, are due per the following:

   Air Conditioners: An excess utility fee of $20/mo will be charged for each air conditioner between May and September annual for a maximum charge of $100 per year, per air conditioner. Air conditioners must be properly installed using the manufacturer's window kit. Air conditioners may not be supported by bricks, wooden boards, cans, cardboard, or any other material.

   Other Appliances: If checked below, an additional fee of $5/mo. for Deep Freezers and Electric Dryers will be charged**.** $15/mo. will be charged for Dishwashers per appliance.
   $20/mo will be charged for **Clothes Washers**

☐ Deep Freezer, (model/type): _____
☐ Electric Dryer (model/type): _____
☐ Clothes Washer (model/type): _____
☐ Dishwasher (model/type): _____
☐ Other: _____

3. Other major appliances, except refrigerators, may be installed only upon prior written JCHA approval. Gas dryers are prohibited for use in the unit.

III. NPHOIF Obligations/Criminal Activity Policy Conduct of NPHOIF,

Guests and Visitors

The Resident Household is required to act and cause authorized tenant members, guests and other persons under the tenant'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 development in a decent, safe and sanitary condition, including refraining from behavior caused by drug or alcohol abuse that interferes with the health, safety or right to peaceful enjoyment of the premises by other tenants, housing authority employees, or persons residing in the immediate vicinity of the premises. In accordance with federal law and applicable HUD regulations, a criminal conviction is not necessary to demonstrate serious violations of the lease. A list of prohibited activities are outlined in the One Strike Policy, is contained in the Admissions and Continued Occupancy Policy (ACOP) and is incorporated herein by reference.

1. The Resident Household is and shall ensure that no member of the Resident Household or guest shall engage in:

a. Any criminal activity that threatens the health or safety of JCHA employees or representatives, or;

b. Any criminal activity that threatens the health, safety or right to safe and peaceful enjoyment of their residences by members of the Resident Household or other residents in the site, including not being registered as a Sex Offender, or;

c. Any drug-related criminal activity on or off the premises.

d. Any smoking of prohibited tobacco products in the NPHOIF's unit as well as restricted areas, as defined by 24 CFR 965.653(a), or in other outdoor areas that the JCHA has designated as smoke-free.

e. To assure that no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.

2. The Resident Household shall ensure that no visitor engages in:

a. Any criminal activity that threatens the health or safety of JCHA employees or representatives; or

b. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by members of the Resident Household or other site residents; or

c. Any drug-related criminal activity on the premises.

d. Any smoking of prohibited tobacco products in the NPHOIF's unit as well as restricted areas, as defined by 24 CFR 965.653(a), or in other outdoor areas that the JCHA has designated as smoke-free.

e. To assure that no visitor of household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.

3. The JCHA may evict a Resident Household in the following situations which shall be cause for terminating the tenancy as outlined in the Criminal Activity Policy incorporated herein by reference:

a. When the JCHA determines that a household member is illegally using a drug or when the JCHA determines that a pattern of illegal use of a drug interferes with health, safety, or right to peaceful enjoyment of the premises by other residents; or

b. When the JCHA determines there is any criminal activity in violation of subparts a, b, or c of paragraphs 1, and 2 above.

c. For purposes of subpart c of paragraphs 1 and 2 above the term *drug related criminal activity* means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the controlled Substances Act, 21 U.S.C. 802).

4. The JCHA shall pursue the eviction of a Resident Household based on an arrest, and a criminal conviction is unnecessary to demonstrate violations of the Lease. In addition, the JCHA shall pursue evictions under Criminal Activity Policy based on egregious crimes committed by juveniles, as permitted by law.

5. Violence Against Women Act – (VAWA)
In accordance with Title VI of Public Law 109-162 and the applicable sections of the U.S. Housing Act of 1937, as amended, the JCHA is committed to preserving and protecting the right to safe, affordable housing for victims of domestic violence, dating violence, sexual assault or stalking. The JCHA will comply with any provision of Federal, State or local law that provides the greatest protection for victims of these criminal acts.

VAWA Protections (as per 24 CFR 5.2002):
Victims of domestic violence, dating violence, sexual assault, or stalking are eligible for protections without regard to sex, gender identity, or sexual orientation. The JCHA may not discriminate against any applicant, tenant or participant on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability or age. Guests, unassisted members, and live-in aides of the family are ineligible for VAWA protections that are available only to tenants and participants.

The JCHA may not deny admission to any applicant or terminate assistance to any tenant or participant on the basis of or as a direct result of the fact that the applicant, tenant or participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the person would otherwise qualify for assistance or admission.

The JCHA must provide applicants, tenants and participants with the VAWA Notice of Occupancy Rights (HUD- approved Form - 5380), which explains their rights under VAWA. The JCHA may also use the HUD-approved Form 5382 Certification, or other official documentation (i.e. police report, or letters from an attorney, victim services agency or medical professional, etc.), to be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under VAWA.

VAWA Remedies (as per 24 CFR 5.2005 and 24 CFR 5.2009):
The JCHA has established an Emergency Transfer Plan in compliance with the HUD-approved Form – 5381 and will provide the HUD-approved Form – 5383 Emergency Transfer Request Form if a VAWA victim makes a written request for a transfer to the JCHA. The JCHA may choose to bifurcate a lease, or remove a household member or lawful occupant from a lease to evict, remove, or terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, in compliance with 24 CFR 5.009, to provide protection under VAWA.

6. Pursuant to HUD Notice PIH 2017-03 which requires Smoke-Free Housing in accordance with 24 C.F.R. 965 and 966. The JCHA is a Smoke-Free Housing and prohibits the use of prohibited tobacco products in all JCHA conventional public housing living units, indoor common areas, administrative office buildings, community rooms or community facilities, public housing daycare centers, and laundry rooms. This policy also applies to outdoor areas within 25 feet from JCHA public housing and administrative office buildings. Prohibited tobacco products includes cigarettes, cigars, pipes, and waterpipes (hookahs).

IV. Other Obligations and Rules of Conduct

Violations of the general rules listed below by members of the NPHOIF Household, guests or visitors shall be considered serious violations of the terms and conditions of this Lease Agreement and are good cause for the JCHA to seek termination of the Lease Agreement. The NPHOIF Household is ENTIRELY RESPONSIBLE for the actions and conduct of ALL members of the household and ALL guests and ALL visitors of the household.

a. All members of the NPHOIF Household, guests and visitors shall conduct themselves in a manner which is mindful and respectful of each other, neighbors, JCHA staff and representatives, of the unit being rented, and of JCHA properties as a whole. The NPHOIF Household shall ensure that no member of the household, guests or visitors act or speak in a manner which is abusive, threatening or harmful to members of the NPHOIF Household itself, or to neighbors and their families, or to JCHA staff and representatives, or in any way infringes upon the safe, peaceful enjoyment of the site by all residents.

b. The NPHOIF Head of Household shall ensure that there are no controlled dangerous substances, controlled substance analogs, hashish, marijuana, narcotic drugs, or opiates in or about the townhouse or unit or any area assigned to the NPHOIF Household for its exclusive use. The terms controlled dangerous substances, controlled substance analogs, hashish, marijuana, narcotic drugs, or opiates shall have the same meanings here as they do in N.J.S.A. 2C:35-2 as presently written or as same may be amended from time to time.

c. The NPHOIF Head of Household shall ensure that there are no destructive devices,, explosives, firearms, machine guns, handguns, rifles, shotguns, sawed-off shotguns, stun-guns, imitation firearms or assault firearms in or about the townhouse or unit or any area assigned to the NPHOIF household for its exclusive use unless the person in possession of any weapon set forth above has a valid permit or license to possess the weapon under state or federal law or is otherwise permitted under state or federal law to possess the weapon. It shall be the obligation of the NPHOIF to establish any exception hereunder. The terms destructive devices, explosives, firearms, machine guns, handguns, rifles, shotguns, sawed-off shotguns, stun-guns, imitation firearms or assault firearms shall have the same meaning here as they do in N.J.S.A.2C:39-1 as presently written or as same may be amended from time to time.

d. All members of the NPHOIF Household, guests and visitors shall exercise reasonable care of the unit being rented under this Lease Agreement and of the site as a whole. The NPHOIF Household shall ensure that no members of the NPHOIF Household, guest or visitors deface, damage, remove or destroy any part of the unit being rented, or of the building in which the unit is located or of neighboring buildings and grounds of the site.

e. The NPHOIF Head of Household shall ensure that members of the NPHOIF Household, guests, and visitors take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials on the premises. Any fire on JCHA premises caused by carelessness, failure to supervise children, cigarettes, unattended light candles or unattended cooking will result in the NPHOIF reimbursing the JCHA for needed repairs caused by the fire and may be cause for termination of this Lease Agreement. Smoking in all public housing developments is a material violation of this Lease and the NPHOIF Household agrees to abide by all of the provisions of the JCHA Smoke Free Policy as outlined in the Admissions and Continued Occupancy Policy incorporated herein by reference.

f. The NPHOIF Head of Household shall ensure that members of the NPHOIF Household, guests, and visitors shall dispose of all garbage, rubbish, and other waste from the unit in a sanitary and safe manner, and in accordance with local regulations and to refrain from, and cause members of NPHOIF's Household, guests, or visitors to refrain from, littering or leaving trash and debris in building common areas or on the grounds. The NPHOIF Household, guests and visitors are prohibited from utilizing any JCHA or JCHA-rented dumpster or roll-off container to dispose of waste and/or hazardous materials from outside companies and such use will be deemed a material violation of this Lease.

g. The NPHOIF Household shall use reasonable care to keep the unit in such condition as to ensure proper health and sanitation standards for the NPHOIF Household and neighbors. NPHOIF shall notify the authority promptly of known need for repairs to the unit, and of known unsafe or unsanitary conditions in the unit, in common areas and grounds. NPHOIF's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

h. Should habitability of a unit become substantially impaired so that the NPHOIF Head of Household believes that he/she is justified in withholding rent, the NPHOIF shall be obligated to make prior notification to the Asset Manager *in writing* of the extent of the condition and of the intention to withhold rent. The NPHOIF understands that although it may withhold the alternative non-public housing rent, failure to pay the alternative non-public housing rent is a material violation of this Lease and grounds for termination. The NPHOIF Household understands that disputes regarding damage and repairs that cannot be resolved between the NPHOIF and the JCHA will be adjudicated in court.

i. The NPHOIF Household shall use only in a reasonable and proper manner all water, electrical, sanitary, heating, ventilating, air conditioning and other facilities or utilities. Tampering with, disabling or removing utility company supplied equipment located anywhere on JCHA property or JCHA-supplied smoke or carbon monoxide detectors from within the unit or common hallways is grounds for termination of the Lease. The NPHOIF must immediately notify the JCHA if any smoke or carbon monoxide detectors are broken, missing or malfunctioning. The JCHA will charge any costs associated with repairing utility supplied equipment caused by a NPHOIF Household's tampering with, disabling or removing said equipment to the NPHOIF Household.

j. The NPHOIF Household is and shall be obligated to promptly pay any bills for gas and electric service supplied and billed to the NPHOIF directly by the local gas and electric utility company. It is a serious violation of this Lease for electric and gas service to be disconnected due to the NPHOIF's failure to pay the gas & electric bill.

k. The NPHOIF Household shall not install any television antennas or satellite dishes in or on the unit or within the common exterior areas without the prior written consent of the JCHA. Consent will be given if the JCHA determines that the installation does not create an unsafe condition, does not damage the JCHA's property, and otherwise complies with all lawful requirements. "The satellite dish cannot exceed one meter in diameter (3' 3" across) and must be professionally mounted and secured on the exterior of the building. The NPHOIF Head of Household is responsible to pay for any damages that may occur as a result of the satellite dish. It may not be installed on historic buildings, roofs, window frames, fires escapes or other common areas."

l. The NPHOIF Head of Household is required to request, in writing, the installation of window guards in any apartment, townhouse or hallway, other than those on the first floor, where a child 10 years of age or younger resides. A window guard cannot be installed on windows providing access to a fire escape. The NPHOIF Household may not remove, tamper with or destroy the window guard and will be charged by the JCHA for any NPHOIF-caused damages. The NPHOIF's failure to report the need for repairs to the window guards in a timely manner shall be considered to contribute to any damage that occurs.

m. The NPHOIF Head of Household shall ensure that members of the NPHOIF Household, guests, and visitors shall avoid obstructing sidewalks, areaways, passages, elevators, or stairs and to avoid using these for purposes, such as storing personal items, other than going in and out of the dwelling unit.

n. The NPHOIF Household shall make no alterations or changes to the apartment's interior without prior written consent of the JCHA. It shall be the sole responsibility of the NPHOIF to either restore the apartment to its original condition or pay for the restoration by the JCHA as a result of any use of paint or coatings on walls, ceilings or other surfaces which alter the surface and result in work to restore it to the original condition.

o. The NPHOIF Household may install private locks on interior or exterior unit doors but the JCHA must be provided with a contact name and phone number. In the case of an emergency, the JCHA will call the contact person who is required to respond immediately to unlock the door. If there is no response, the JCHA will break the lock and/or door, if necessary, and the NPHOIF will be responsible to pay for the repair.

Key Copies: NPHOIF who require an additional copy of a key must fill out a "Resident/Staff Key Request Form," located in the manager's office. For NPHOIF who have lost their keys, the Asset Manager will provide the NPHOIF with key(s) that the NPHOIF can bring to JCHA's designated locksmith. The quantity of keys to be provided will be limited to the amount approved on the request form. NPHOIFs are responsible for bringing the keys to be duplicated to JCHA's designated locksmith and paying the fee for the duplicate copy(ies). JCHA's designated locksmith will only accept request forms that have a raised seal and (2) signatures in blue ink signed by designated JCHA staff (no copies).

NPHOIF may request for locks to be changed and will be responsible to pay for this service.

p. The NPHOIF Household shall remove any personal property left on JCHA property upon leaving, abandoning or surrendering the unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by the JCHA as provided by state law. Costs for storage and disposal shall be assessed against the former NPHOIF Household as provided by state law.

q. The NPHOIF Head of Household shall not assign the Lease nor sub-lease the unit and shall not give accommodation to boarders or lodgers.

r. The NPHOIF Head of Household shall give prior written notice to the Asset Manager of the NPHOIF's intention to leave the unit unoccupied for any period exceeding two weeks.

s. The NPHOIF Household will: remove from JCHA property any vehicles without valid NJ registration and inspection stickers; refrain from parking vehicles in any illegal space; remove inoperable or unlicensed vehicles; refrain from repairing vehicles on JCHA property; and abide by all the provisions of the JCHA Parking Policy.

t. The NPHOIF Household agrees to comply with the requirements of applicable state and local building or housing codes, materially affecting the health and/or safety of the household members (i.e. no overcrowding in the unit and maintaining electric and gas services to the unit).

u. The NPHOIF Household agrees not to commit any fraud in connection with any Federal housing assistance programs and not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease..

v. The NPHOIF Household is bound by obligations imposed upon the NPHOIF under federal regulations as presently set forth at 24 CFR 960.509 or as such regulations may from time to time be amended. These regulations are incorporated here by reference. Any conflict between the terms of this lease and the terms of the federal regulations are to be governed by the terms of the federal regulations.

w. Residents should not obstruct windows and doors in the unit. The use of foil and other similar materials over or in windows is not permitted. Window screens must remain permanently in place to fulfill their purpose and to avoid loss. In the event that a Resident removes or damages the window screen, a charge will be imposed and a cease and/or termination notice will be sent for each offense. A payment must be made within thirty (30) days from date the Resident receives notice of the charge. Throwing, placing or hanging anything out of a window is a violation of the lease and grounds for eviction.

V. Pets

a. The NPHOIF Household is not permitted to keep, harbor or temporarily care for a pet without the *prior* written consent of the JCHA. Only one common household pet may be permitted upon execution of a Pet Agreement. Payment of a non-refundable ownership fee in the amount of $100.00 and proof of current license and inoculations is required for each dog. Dogs cannot be more than 24 inches in height. Must be spayed or neutered. No Pit Bulls, Rottweilers, Chow Chows, Boxers, Akitas, German Shephards, Huskies, Alaskan Malamutes, Doberman Pinschers, Press Canario or Dalmatians are allowed unless the owner can provide acceptable proof that the dog was in the household prior to 4/17/01 when the Pet Policy was first adopted. The fee will be waived for service animals.

b. The NPHOIF's liability for damages caused by the pet is not limited to the amount of the ownership fee. The NPHOIF will be required to reimburse the JCHA for the actual cost of any and all damages caused by the pet.

c. The JCHA may revoke permission to house a pet if the pet poses a health & safety concern due to dangerous behavior and/or causes any type of infestation due to lack of vaccination, improper physical care, unsanitary food storage or waste disposal and for failure to comply with the terms & conditions of the JCHA's Pet Policy and Pet Agreement.

d. A full description of the Pet Policy is contained in the Admissions and Continued Occupancy Policy (ACOP) and is incorporated herein by reference.

VI. Continued Occupancy

A. Use of the Apartment:

The JCHA leases to the NPHOIF Head of Household (upon the Terms and Conditions set forth in this Lease Agreement) the unit to be occupied exclusively as the private and primary residence by the NPHOIF Household. It is not to be used or permitted to be used for any other purpose.

B. Changes in Household:

1. If the NPHOIF Household has a newborn child, acquires legal custody of a child or adopts a child the JCHA must be notified in writing within 10 days of the occurrence. A birth certificate and/or documentation of custody or adoption (i.e. a court order) is required. The NPHOIF Household may not accept custody of a child placed by the New Jersey Division of Child Protection and Permanency (DCP&P) or other similar agencies and may not accept custody of a foster child without the prior written consent of the JCHA.

2. If circumstances of the NPHOIF Household require the addition of a "*live-in aide*" (as defined in Section 966.4 of the Code of Federal Regulations), the NPHOIF Household must seek and receive JCHA written approval prior to the live-in aide moving into the unit.

3. The household composition may not be altered without the prior written consent of the JCHA. The JCHA may consider an individual for eligibility as a *live-in aide*, subject to JCHA approval.

4. If the NPHOIF Head of Household vacates the unit (e.g. moves out or dies) a remaining adult, who is listed on the most current lease, must apply to become the new NPHOIF Head of Household. The remaining family member(s) must be processed for continued residence at the site (including appropriate background checks) and enter into a new NPHOIF Lease.

5. The new NPHOIF Head of Household may assume any outstanding debt owed to the JCHA by the former Head of Household and enter into a payment agreement. The JCHA will not hold a remaining family member responsible for debt incurred by the former NPHOIF Head of Household during the period prior to the new NPHOIF Head of Household attaining the age of 18. The new NPHOIF Head of Household will be required to pay a security deposit of up to one month's rent.

6. In the case of a single person household, the Lease will be terminated upon the NPHOIF's move from the unit or upon their death.

7. If a member of the household moves out of the unit, the NPHOIF Head of Household, or spouse must inform the JCHA in writing within 10 days of the occurrence and provide documentation of new address. Acceptable forms of documentation include a residential lease or utility bill evidencing the new address. The JCHA will then remove the individual from the NPHOIF Lease Agreement.

   For the purpose of this paragraph, a NPHOIF member of the household moving out involves both a voluntary or involuntary move. An involuntary move would include, but is not limited to, incarceration for at least 30 days. If a minor child is incarcerated, they will not be removed from the Lease Agreement unless the NPHOIF Head of Household voluntarily removes them and provides proof of their residence upon release.

   However, a NPHOIF member of the household who is attending college, is enlisted in the U.S. Armed Forces, is incapacitated or disabled, is temporarily living away from the unit while attending college, fulfilling a military obligation, or receiving medical treatment is not considered to have moved out and will not be removed from the Lease Agreement. The NPHOIF Household will provide information requested by the JCHA in order to determine whether a household member qualifies for the exemptions to occupancy set forth in this paragraph. The information will be provided within 10 days of the date of any written request unless the parties otherwise agree in writing to a different time period.

C. Re-certification of Family Composition:

All NPHOIF households must annually re-certify the household's family composition in accordance with HUD'S regulations and JCHA Admissions and Continued Occupancy Policy as follows:

When the request is made, the NPHOIF Head of Household agrees to supply the JCHA with accurate information about NPHOIF household composition, age of NPHOIF household members, assets and source and amounts of income of all household members. This information will be used by the JCHA to decide whether the unit is still appropriate for the Resident's needs.

If a Resident Head of Household resides in a building that has been designated for elderly residents only and, upon the successful completion of background screening, receives JCHA approval to add a spouse who is younger than the designated age requirement of the building, the younger spouse may be required to transfer, in accordance with Section VII below, if the Head of Household moves or deceases.

VII. Transfers

There may be occasions when the NPHOIF Household will need to transfer from one unit to another in the site or to a unit at another site owned by the JCHA. In this event, the following applies:

A. If a NPHOIF Head of Household makes a written request for special unit features in support of a documented disability or handicap, the JCHA shall in its sole discretion have the choice to modify the existing unit to the extent possible, transfer the NPHOIF Household to another unit at the Site with the features requested. .

B. In cases where the JCHA offers to transfer a NPHOIF Household to a unit within the site, the JCHA shall serve the NPHOIF Household with a written transfer notice which provides no more than 15 days in which to move following receipt of a transfer notice. In all other transfer cases the written transfer notice will set forth the time within which the transfer must occur but in no event will the NPHOIF be given less than 30 days within which to move. The failure or refusal of the NPHOIF Household to transfer to another unit within the same site, in the time and manner set forth in the transfer notice is a serious and material violation of this Lease and will be grounds for termination of this Lease Agreement.

C. In accordance with Title VI of Public Law 109-162 and JCHA Policy, if a NPHOIF is claiming to be a victim of a domestic violence crime and is requesting an Emergency Transfer, they must submit a written request to the JCHA. In addition, the NPHOIF may also use the HUD-approved Form 5382 Certification, or other official documentation (i.e. police report, or letters from an attorney, victim services agency or medical professional, etc.), to be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under VAWA.

VIII. Inspections

The JCHA will routinely inspect all units at each site. The Asset Manager will (except in emergencies) provide advance written notice of the day and approximate time scheduled for any inspection. The NPHOIF is required to provide access or reschedule the inspection at least 24 hours in advance of the scheduled appointment. Inspection will be scheduled as follows:

A. Move-in inspections: The JCHA and the NPHOIF Head of Household will jointly inspect the unit prior to occupancy by the NPHOIF at which time the JCHA will furnish to the NPHOIF a written statement of the condition of the unit and the equipment provided with the unit. The statement shall be signed by the NPHOIF and the JCHA and shall be retained by the JCHA in the NPHOIF's folder. A second preventative maintenance and housekeeping inspection will be scheduled within 90 days of move-in. If results are satisfactory, inspections will be scheduled semi-annually. If results are unsatisfactory, the JCHA will re-inspect as necessary.

B. **Annual inspections**: Inspections will be scheduled at least once annually. The Asset Manager or his/her designee will inspect the unit to determine any maintenance and repair requirements, and evaluate housekeeping in accordance with Housekeeping Standards. If results are unsatisfactory re-inspection will take place until JCHA is satisfied with standards of upkeep. Failure to comply with JCHA's Housekeeping Standards shall be grounds for terminating the Lease.

C. **Move-out inspections**: The NPHOIF Head of Household must give JCHA at least 30 days written notice prior to the first of the month if he/she intends to move from the unit. Subsequently, the Asset Manager will schedule a preliminary inspection to determine if charges are due for damages. A NPHOIF Household member can participate in this inspection unless the NPHOIF Household vacates without notice to the JCHA. The final move-out inspection will take place within three working days after move-out. The JCHA will furnish the NPHOIF with a statement of any charges to be made in accordance with the JCHA's posted schedule of charges and will itemize any applicable deductions from the security deposit.

D. **Other inspections:** If at any time the JCHA reasonably believes that unsanitary conditions or conditions in violation of building codes exist, the JCHA shall have the right to perform appropriate inspection(s). The NPHOIF Household will be notified of the time, date and reason for the inspection in writing and will have the right to be present except in emergencies. The NPHOIF Household will be notified in writing of the results.

IX. Entry of the Unit by the JCHA

A. There will be occasions when the JCHA, as owner, will need access into the unit. When this necessity arises, the JCHA is obligated as follows:

1. The JCHA shall give the NPHOIF Household at least 48 hours written notice that the JCHA intends to enter the unit to perform non-routine maintenance or modernization work. The JCHA will make best efforts to enter at reasonable times (8 AM-5 PM) unless pre-scheduled with the NPHOIF for a later time.

2. The JCHA may enter NPHOIF Household's unit at any time without written advance notice when there is reasonable cause to believe that an emergency exists. In any case, any member of the NPHOIF Household who is at home should request that the individual employee provide proper identification and explain the need for entry.

B. The NPHOIF Head of Household agrees that a duly authorized agent, employee, or contractor of the JCHA will be permitted to enter NPHOIF's unit during reasonable hours (8 AM to 5 PM) to perform routine maintenance, make improvements or repairs, inspect the unit, exterminate for infestation or show the unit for releasing. Refusal to allow entry is a serious violation of this Lease Agreement.

C. When the NPHOIF Household calls to request maintenance in the unit, the JCHA shall attempt to provide such maintenance at a time convenient to NPHOIF. The NPHOIF must make every effort to be at home when such maintenance is scheduled. Any fees incurred by the JCHA as a result of the NPHOIF Household not being at home for scheduled maintenance will be passed on to the NPHOIF Household. All fees will be due and owing within 30 days after being invoiced.

D. In the event of an emergency, if the NPHOIF Head of Household and all adult members of the household are absent from the apartment at the time of entry, the JCHA shall leave in the unit a written statement stating the date, time and purpose of entry prior to leaving the unit.

X. JCHA Obligations

As owner, the JCHA is obligated to provide the following services:

A. Maintain the unit in a decent, safe and sanitary condition, except for those maintenance tasks for which the NPHOIF is responsible.

B. Comply with the requirements of applicable building and housing codes and HUD regulations materially affecting health and safety.

C. Make necessary repairs to the unit except for those tasks routinely completed by the NPHOIF.

D. Keep building, facilities, and common areas, not otherwise assigned to the NPHOIF Household for maintenance and upkeep, in a clean and safe condition.

E. Maintain in good and safe working order and condition, electrical, plumbing, sanitary, ventilating, and other facilities and appliances, supplied by the JCHA.

F. Provide and maintain receptacles and facilities for the deposit of garbage, rubbish, recyclable items, and other waste removed from the unit by NPHOIF, as required by this Lease Agreement.

G. Supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (in compliance with local building and housing codes).

H. Notify the NPHOIF of the specific grounds for any proposed adverse action by the JCHA.

I. Notify the NPHOIF when the JCHA is required to afford the NPHOIF the opportunity for a hearing under the JCHA grievance procedure for a grievance concerning a proposed adverse action.

J. Upon written request by the NPHOIF, provide, install and maintain child-protection window guards on windows within a unit and on windows in public halls in a building in which a child or children 10 years of age or under reside.

XI. Defects Hazardous to Life, Health or Safety

When a dangerous condition exists which is hazardous to life, health or safety:

A. Any member of the household shall immediately notify the JCHA of any such defect, condition or damage.

B. The JCHA shall be responsible for correcting or abating the problem within 24 hours if an emergency or within 72 hours if a non-emergency. However, if the damage was caused by the NPHOIF Head of Household or member of his/her household or his/her guest or visitor, the reasonable cost of resolving the problem shall be charged to the NPHOIF Household. All charges are due and owing within 30 days after being invoiced.

C. The JCHA shall offer standard alternate accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time. The NPHOIF shall accept any replacement unit offered by the JCHA. If the dangerous condition was caused by the negligence of the NPHOIF Household, guests or visitors, the NPHOIF Household will be responsible to pay for the costs of repairing the damage and may be subject to termination of tenancy.

D. If the JCHA determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of the NPHOIF and the NPHOIF refuses alternative accommodations, this Lease shall be terminated in compliance with applicable state law, and any rent paid will be refunded to the NPHOIF.

XII. Written Notices

All Notices to NPHOIF Households required under this Lease Agreement or required by federal law or State law shall be in writing and delivered to the NPHOIF Head of Household or another adult member of the NPHOIF Household or sent by prepaid first class mail, properly addressed to the NPHOIF Household at the address set forth in this lease. All notices to the JCHA required under this Lease Agreement or required by federal law or State law shall be in writing and shall be delivered to the Asset management office or the JCHA central office or sent by prepaid first-class mail properly addressed to the Asset management office or the central office.

XIII. Revisions of the NPHOIF Lease Agreement

A. The JCHA may in its sole discretion revise or modify this NPHOIF Lease Agreement.

B. The JCHA shall provide thirty (30) days written notice to NPHOIFs setting forth any proposed change in the NPHOIF Lease Agreement used by this site and providing NPHOIFs an opportunity to present written comments which shall be taken into consideration by the JCHA prior to the formal adoption of any new NPHOIF Lease Agreement in accordance with federal regulations.

C. After the notice period provided in paragraph XIII (B), the JCHA may offer a revision to the NPHOIF Lease Agreement used by this site to the NPHOIF Household. The JCHA must give the NPHOIF Household written notice of the offer of a revision at least 30 days before it is scheduled to take effect. The written notice will specify the time within which it must be accepted by the NPHOIF Household. This NPHOIF Lease Agreement may be terminated if the NPHOIF Household fails to accept the JCHA's offer to revise an existing NPHOIF Lease Agreement.

XIV. Termination of the NPHOIF Lease Agreement

In terminating the NPHOIF Lease Agreement, the following procedures shall be followed by the JCHA and NPHOIF Head of Household:

A. The JCHA may terminate the tenancy only for serious or repeated violations of material terms of the NPHOIF Lease such as failure to make payments due under the NPHOIF Lease, fulfill NPHOIF obligations described in the NPHOIF Lease, or for other good cause and only by bringing a court action to evict the NPHOIF from the unit. Other good cause includes but is not limited to: (1) criminal activity, drug related criminal activity, alcohol abuse, and registration as a Sex Offender, as provided elsewhere in the NPHOIF Lease; (2) discovery after admission of facts that would have made the NPHOIF ineligible for admission; (3) discovery of material false statements or fraud by the NPHOIF in connection with an application for assistance or with re-examination of income; (4) and (5) failure to accept the JCHA's offer of a NPHOIF Lease revision to an existing NPHOIF Lease. (6) for breach of a Stipulation Agreement; (7) for engaging in criminal acts of physical (domestic) violence crimes as per Public Law 109-162, the Violence Against Women Act (VAWA), and the JCHA's Criminal Activity Policy, as amended.; (8) for other "good cause" reasons as more fully described in the Admissions and Continued Occupancy Policy (ACOP) and/or set forth in other sections of the NPHOIF Lease Agreement, such as failure to allow inspection of the unit, subletting of the premises, failure or refusal of a household under a Revitalization Plan to relocate, etc.

B. The JCHA shall, unless otherwise provided by federal law, give written Notice of the proposed termination of the NPHOIF Lease Agreement to the NPHOIF Head of Household as follows: (i) 14 days in the case of failure to pay rent; (ii) a reasonable period of time considering the seriousness of the situation but not to exceed 30 days if: (a) the health or safety of other NPHOIFs, JCHA employees, or persons residing in the immediate vicinity of the premises is threatened such as tampering with, disabling or removing utility company supplied equipment located anywhere on JCHA property or JCHA-supplied smoke or carbon monoxide detectors from within the unit or common hallways or other threats to health and safety, (b) if the NPHOIF's unit is uninhabitable and the NPHOIF refuses alternative accommodations, (c) failure to meet NPHOIF Obligations, (d) if any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or (e) if any member of the household has been convicted of an offense which carries a maximum term of imprisonment of more than one (1) year; (iii) 30 days in any other case except that if a State or local law allows a shorter notice period, such shorter period shall apply.

C. The Notice shall state specific reasons for the termination. It shall inform the NPHOIF Head of Household of his/her right to make such reply as he/she may wish, and of the NPHOIF's right to examine JCHA documents directly relevant to the termination or eviction.

D. The Notice shall also inform NPHOIF of the right to request a grievance hearing in accordance with the JCHA's grievance procedures. Pursuant to the grievance procedure, the tenancy shall not terminate until the period to request a hearing has expired. This paragraph does not apply to termination actions based upon criminal activity and drug-related criminal activity as provided by federal regulation.

E. Any Notice to Quit which is required by State or local law may be combined with, or run concurrently with, the Notice of NPHOIF Lease Agreement termination under this section. The Notice to Quit must be in writing, and specify that if the NPHOIF Household fails to vacate the unit within the applicable statutory period, appropriate action will be brought against him/her, and he/she may be required to pay the court costs and associated fees as permitted by federal regulation.

The NPHOIF Head of Household may terminate this NPHOIF Lease Agreement at any time by giving thirty (30) days written notice prior to the first of the month (e.g. if the NPHOIF Head of Household intends to vacate on March 1st, the JCHA must receive notice no later than January 30th). The NPHOIF Head of Household must leave the apartment in broom-clean and good condition, except for normal wear and tear, and is required to return the keys to the unit upon moving. The tenancy will not be considered terminated and the NPHOIF will be responsible for the rent until the keys are returned. If the NPHOIF vacates prior to the end of the thirty (30) day notice, they will be responsible for the rent through the end of the notice period or until the unit is re-rented, whichever occurs first. If the NPHOIF moves without notice, "skips out" or otherwise abandons the unit, the JCHA will take legal possession and dispose of any personal items in accordance with New Jersey State law. The JCHA may pursue legal action to recover any outstanding rent and costs owed by the NPHOIF Household upon move-out.

XV. Court Fees

In the event eviction proceedings are instituted by or on behalf of the JCHA for possession of the leased premises due to the NPHOIF Household's failure to pay rent, utility and maintenance charges, or any other violation of this NPHOIF Lease or for other good cause, the NPHOIF agrees to pay the court fees associated with filing the eviction action and issuing the warrant of removal which are incurred by the JCHA to remove the NPHOIF Household. Said fees and costs, if applicable, will be due and owing within 30 days after being invoiced. Failure to pay rent or other payments is a material violation of the NPHOIF lease and is grounds for termination of the NPHOIF Lease Agreement.

XVI. Grievance Procedure

All disputes concerning the obligations of the NPHOIF Household or the JCHA shall be resolved in accordance with the JCHA grievance procedure which is incorporated herein by reference except as provided in 24 CFR 966.51(a)(2)

XVIII. Waiver

The failure of the JCHA or the NPHOIF Household to exercise any right or remedy provided herein, shall not affect the right to do so at a later date for similar or other causes.

This Lease represents the entire agreement between the parties. There are no promises, agreements or representations made other than as set forth in this Lease. This Lease shall be construed in accord with New Jersey law.

XIX. Execution

By NPHOIF's signature below, NPHOIF Head of Household and Household agree to the Terms and Conditions of this Lease Agreement and all additional documents made a part of the Lease Agreement by reference.

RIGHT OF RE-ENTRY: The JCHA (landlord) reserves and the NPHOIF Head of Household does hereby agree, that the JCHA has retained a right of re-entry into the premises should there be a violation or breach by the NPHOIF Household of any of the covenants or agreements contained in the Lease or in this Addendum. Should the NPHOIF hold over and continue possession of the premises or any part thereof after an alleged breach or violation of any covenant or agreement of the Lease or any Addendum to the Lease, the JCHA will serve written notice of the termination of said tenancy and demand that the NPHOIF remove from the premises within the time prescribed by law.

By the signature(s) below the NPHOIF also acknowledges that the Provisions of this Lease Agreement have been received, thoroughly explained and understood.

CONFLICT WITH OTHER PROVISIONS OF THE LEASE: In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

CERTIFICATION: I have read and understand all provisions of this Addendum and agree that all other conditions of the original lease and addenda, except those changed by this separate and subsequent Addendum, shall remain in effect.

NPHOIF HEAD OF HOUSEHOLD SIGNATURE	JCHA SIGNATURES
BY: **(TYPE OR PRINT NAME OF HEAD OF HOUSEHOLD)**	**BY:** **(TYPE OR PRINT NAME OF JCHA REPRESENTATIVE)**
(SIGNATURE AND DATE)	**(SIGNATURE AND DATE)**

HEAD OF HOUSEHOLD:_____DATE: _____

ADULT MEMBER_____DATE: _____

ADULT MEMBER_____DATE: _____

ADULT MEMBER_____DATE: _____

ADULT MEMBER_____DATE: _____

ASSET MANAGER:_____DATE: _____

WITNESS:_____DATE: _____

In case of emergency, please contact_____at phone # _____

NPHOIF'S CERTIFICATION

I,_____hereby certify that I and other members of my Household, have not committed any fraud in connection with any Federal Housing Assistance program. I further certify that all information or documentation submitted by myself or other Household members to the JCHA in connection with any Federal Housing Assistance program (before and during the Lease Agreement term) are true and complete to the best of my knowledge and belief.

_____ _____
NPHOIF Head of Household's Signature Date

JERSEY CITY HOUSING AUTHORITY

2026 ANNUAL PLAN

ATTACHMENT G

2026 Housing Choice Voucher Program
Administrative Plan

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:

Objective:	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.
Neighborly:	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.
Efficient:	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.
Joint 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.
Committed:	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.
High 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.
Accountable:	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: Listing on PHA's Waiting List Certificate or Voucher Issuance Participation in Program Any Type of Preference	Unit Size under PHA's Subsidy Standards Rejection of Units that fail HQS or are not in accordance with Family Size Disapproval of Owner's Lease Refusal to Extend Voucher General Policy Issues or Class Grievances 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. ➢ System does not function properly
Carbon Monoxide Alarm	➢ Carbon monoxide alarm is missing, not installed, or not installed in a proper location. ➢ Carbon monoxide alarm is obstructed. ➢ 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. ➢ Chimney exhibits signs of structural failure.
Clothes Dryer Exhaust Ventilation	➢ Electric dryer transition duct is detached or missing. ➢ Gas dryer transition duct is detached or missing. ➢ Electric dryer exhaust ventilation system has restricted airflow. ➢ Dryer transition duct is constructed of unsuitable material. ➢ 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 ➢ Sleeping room is located on the third floor or below and has an obstructed rescue opening. ➢ Fire escape is obstructed.
Electrical – Conductor, Outlet, and Switch	➢ Outlet or switch is damaged. ➢ Exposed electrical conductor. ➢ 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. ➢ Fire extinguisher service tag is missing, illegible, or expired. ➢ 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 ➢ Improperly stored chemicals.
Guardrail	➢ Guardrail is missing or not installed. ➢ 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. ➢ 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. ➢ Unvented space heater that burns gas, oil, or kerosene is present. ➢ Combustion chamber cover or gas shutoff valve is missing from a fuel burning heating appliance. ➢ 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. ➢ Smoke alarm is obstructed. ➢ 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. ➢ Sprinkler assembly component is damaged, inoperable, or missing and it is detrimental to performance. ➢ Sprinkler assembly has evidence of corrosion. ➢ 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. ➢ 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 2917 Maxson road Anytown, TX 76116	**Address** 1140 Stevens - SF2 Anytown, TX 76022	**Address** 317 V Street 2G Any City, TX 75818	**Address** 1091 Freinza Ave Any City, TX 75815
Census Tract	**Census Tract** 27	**Census Tract** 21	**Census Tract** 63
Location ** Low Rent Area **Level V - 15**	**Location** ** Low Rent Area **Level V- 15**	**Location** ** Low Rent Area **Level V - 15**	**Location** ** Low Rent Area **Level V -**
Unit Size ** Small **Level III – 8**	**Unit Size** ** Small **Level III - 8**	**Unit Size** ** Small **Level III - 8**	**Unit Size** ** Small **Level III- 8**
Unit Type ** **Level IV - 15** Garden/Walkup/Apt/Multi	**Unit Type** ** Single Family **Level IV - 18**	**Unit Type** ** **Level IV - 15** Garden/Walkup/Apt/Multi	**Unit Type** ** Duplex **Level IV - 16**
Quality ** Good **Level IV – 14**	**Quality** ** Good **Level IV - 14**	**Quality** ** Fair **Level IV - 12**	**Quality** ** Good **Level IV - 14**
Age ** **Level II – 6** 21-50 Years (built 1963)	**Age** ** **Level II – 6** 21-50 years	**Age** ** **Level II –6** 21-50 Years	**Age** ** **Level II – 4** 50+ Years
Amenities ** None **Level II – 0**	**Amenities** ** **Level II - 4** Carpeting, Refrigerator, Range, Unit is Cable Ready	**Amenities** ** **Level II - 3** Central A/C Unit, Laundry Facilities	**Amenities** ** **Level II** Covered / Off-Street Parking
Housing Services ** **Level I - 5** Landlord Provides Services	**Housing Services** ** No Services **Level I - 0**	**Housing Services** ** No Services **Level I - 0**	**Housing Services** ** No Services **Level I - 0**
Maintenance ** Owner Provides Onsite Maintenance **Level I - 5**	**Maintenance** ** Owner Provides Offsite Maintenance **Level I - 2**	**Maintenance** ** Owner Provides Offsite Maintenance **Level I - 2**	**Maintenance** ** Owner Provides Offsite Maintenance **Level I - 2**
Paid Utilities ** None **Level IV – 0**	**Paid Utilities** ** None **Level IV - 0**	**Paid Utilities** ** **Level IV - 6** Water, Sewer, Trash	**Paid Utilities** ** **Level - 6** Water, Sewer, Trash
Bedrooms 2 Bedrooms **Level II - 6**	**Bedrooms** 2 Bedrooms **Level II - 6**	**Bedrooms** 2 Bedrooms **Level II - 6**	**Bedrooms** 2 Bedrooms **Level II - 6**
Bathrooms 1 Bathroom **Level II – 4**	**Bathrooms** 1 Bathroom **Level II – 4**	**Bathrooms** 1 1/2 Bathrooms **Level II – 5**	**Bathrooms** 1 Bathroom **Level II - 4**
Requested Rent $925.00	**COL Rent** $744.00	**COL Rent** $758.00	**COL Rent** $712.00
Value 78	**Value** 77	**Value** 78	**Value** 78
Date of Data 03/20/2012	**Date of Data** 12/01/2011	**Date of Data** 11/01/2011	**Date of Data** 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: _____

CHAPTER 24
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.

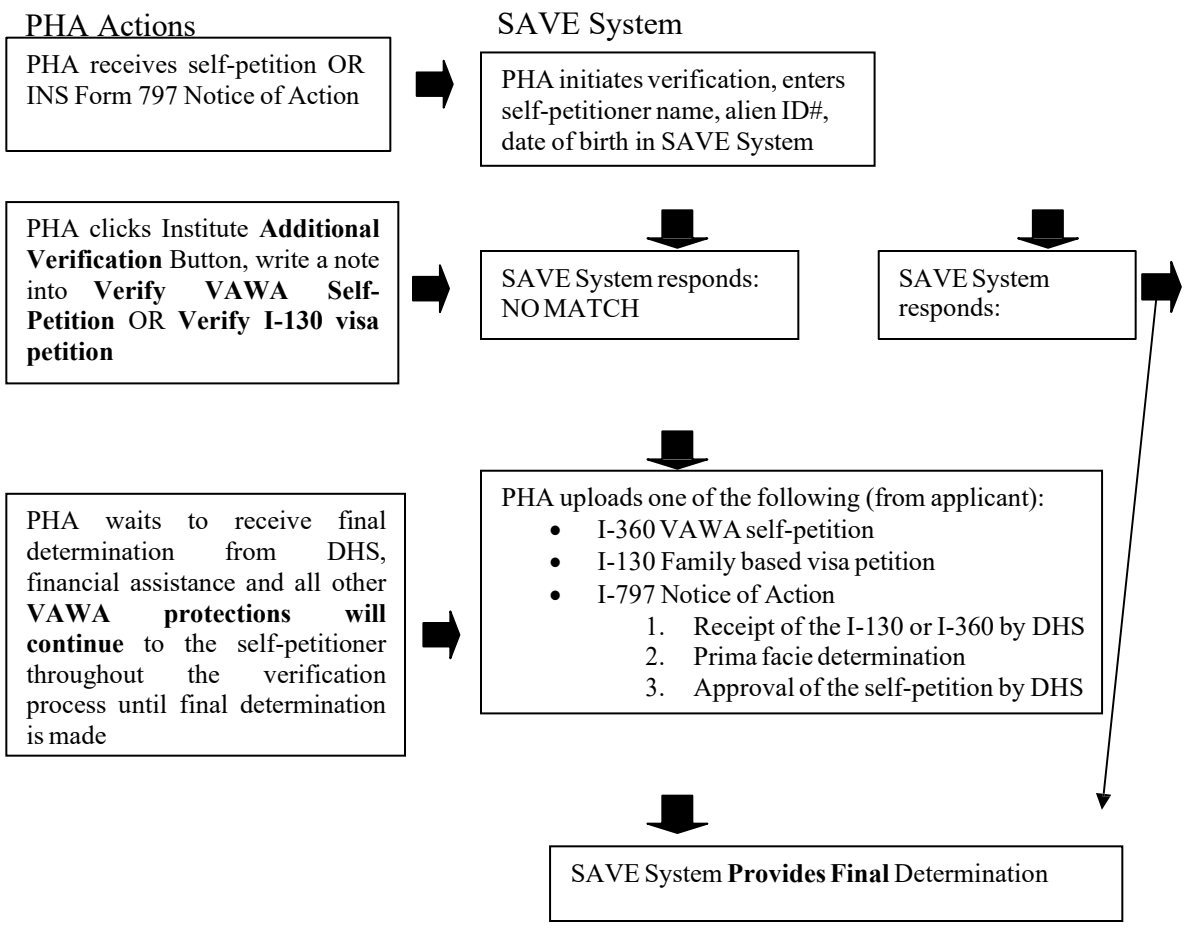
2. Push the button for "Institute Additional Verification". In the next screen, in the memo field, type in the memo field "verify I -130". Upload on of the following documents from applicant:

    - 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.

JERSEY CITY HOUSING AUTHORITY

2026 ANNUAL PLAN

ATTACHMENT H

SECTION 3 PLAN

JERSEY CITY HOUSING AUTHORITY
PUBLIC AND ASSISTED HOUSING

EMPLOYMENT & CONTRACTING

OPPORTUNITY REQUIREMENTS



REV. 07/2024 (UPDATED INCOME LIMITS 07/2024)

"Building Partnerships…Creating Opportunities…Transforming Lives"

Jersey City Housing Authority
400 U.S. Highway #1 (Marion Gardens), Jersey City, New Jersey 07306
Phone: (201) 706-4676 Fax: (201) 547-6648

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Introduction

➢ ***ECO-1 Employment and Contracting Opportunity Programs***
(See also General Conditions, Article 40, Equal Opportunity for Businesses and Lower Income Persons).

a. As a condition to performing the work within the contract, the Contractor and its subcontractors shall comply with various employment and contracting objectives. These opportunities and objectives are in accordance with Federal rules and regulations and with Jersey City Housing Authority (JCHA) policy, subject to ongoing HUD revisions and amendments to 24 CFR Part 75, herein after referred to as the Rule.

b. Employment and contracting opportunities are to be provided by several different programs. Detailed information on each is provided herein as follows:

- **Part I**
  Section 3 of the Housing & Urban Development Act of 1968 (12 U.S.C. 1701u) as implemented at 24 CFR Part 75, Economic Opportunities for Low and Very Low Income Persons

- **Part II**
  Affirmative Action Plan (AAP) Requirements.

- **Part III**
  Minority Business Enterprise (MBE) Requirements.

c. Often the requirements of the initiatives listed above overlap. One program may also and simultaneously meet the goals and objectives of another. For example, if a qualified Targeted Section 3 Worker who is also a minority is hired by a Contractor or subcontractor, that individual will be credited toward the Section 3 and Affirmative Action requirements.

d. The JCHA has a variety of lists obtained from various agencies that contain Section 3 and MBE companies, and Section 3 workers that meets the ECO Requirements. These lists **are available from the JCHA at no charge to the Contractor.**

e. By way of summary the attached chart entitled "Summary of ECO Requirements" briefly outlines each of the programs.

PROGRAM	PURPOSE	APPLIES TO	GOALS	COMMENTS
SECTION 3 *LABOR HOURS* Section 3 is a federal requirement to ensure that a significant percentage of labor hours for any project using HUD funding is performed by low-income individuals and HUD supported individuals. HUD Low (80%) Income Limits are updated yearly for each county and found on ECO plan and at https://www.huduser.gov/portal/datasets/il.html.	♦ To train and/or employ Section 3 and Targeted Section 3 workers on construction projects.	All Contracts	♦ 25% of total contract workforce labor hours shall be performed by Section 3 workers with a yearly income less than the HUD income limits for a low (80%) income individual (Updated yearly). ♦ 5% of total contract workforce labor hours shall be performed by Targeted Section 3 workers (Public Housing Residents & Housing Choice Voucher Participants/Section 8).	♦ Section 3 Action Plan must be submitted with bid including: ♦ Estimated workforce needed on contract including amounts of Section 3 employees. ♦ Identify potential Section 3 businesses to utilize Section 3 workers. ♦ JCHA will assist in outreach to its LIPH Residents & HCVP/Section 8 participants.
BUSINESSES (MUST MEET ONE OF THE FOLLOWING) • At least 51% owned & controlled by low- or very low-income persons. • Businesses where Section 3 workers performed 75% of labor hours over prior 3 month period. • At least 51% owned & controlled by current residents of public housing or Section 8-assisted housing.	♦ To provide opportunities for specified businesses.	All Contracts	**Usage of Section 3 Business Concerns is encouraged and qualifies all workers' hours automatically towards BOTH general Section 3 and Targeted Section 3 worker hours.	♦ Section 3 compliance may also be used to meet AAP requirements, where applicable. ♦ A list of Section 3 eligible workers may be obtained through JCHA. ♦ YouthBuild participants' hours also count towards BOTH General/Targeted Section 3.
MINORITY BUSINESS ENTERPRISES (MBE) A Minority Business (MBE) means a business enterprise that is 51% (percent) or more owned, controlled, and actively operated by one or more persons who are classified as part of a socially and economically disadvantaged group. For NJ, this includes: (1.) Asian American, a person having origins in any of the original peoples of the Far East, Southeast Asia, Indian Subcontinent, Hawaii, or the Pacific Islands; (2.) American Indian or Alaskan native, a person having origins in any of the original peoples of North America; (3.) Black, a person having origins in any of the black racial groups in Africa; or (4.) Hispanic, a person of Spanish or Portuguese culture, with origins in Mexico, South or Central America, or the Caribbean Islands.	♦ To utilize minority-owned businesses on construction projects.	All Contracts Exceptions: ♦ Not subcontracting for any work, material, supplies, services, etc. ♦ Sole source or specified items are not available from such businesses. ♦ Proof of Best Efforts to the greatest extent feasible.	♦ 20% of total contract amount must be done by MBE businesses (this can be: As a subcontractor for portions of the work; As a supplier for material and/or equipment; By providing job related services; By breaking up large areas of work into smaller segments (i.e., by floor); By utilizing several firms to accomplish an area of work (i.e. 2 drywall subs)).	♦ General areas and approximate dollar amounts where MBE firms are to be utilized must be listed with the bid. ♦ MBE's are not restricted to any locality or region. ♦ Several official listings of Certified MBE's exist and can be provided by JCHA. ♦ A female-owned business is NOT considered an MBE, however, under Executive Order #12138, the Contractor is encouraged to take affirmative action to assist Women-Owned Enterprises.
AFFIRMATIVE ACTION PLAN (AAP) All Contractors and subcontractors on HUD assisted construction projects are obligated to take affirmative action to ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex or national origin.	♦ To ensure the use of minority persons in the construction workforce.	Contracts >$10,000 & >3 workers	♦ 28% of the total contract workforce labor hours must be minorities (7% out of 28% should be women).	♦ AAP compliance may also be used towards Section 3 employment requirements, where applicable.

Source: HUD Income Limits Documentation System, https://www.huduser.gov/portal/datasets/il.html

Below are the Low (80%) Income Limits for the most recent Fiscal Year. These individual (1 person) low income limits are based on a worker's county of residence and is one way for determining Section 3 qualification. Other methods are described below.

County of Residence	Low (80%) Income Limit 2024 (Individual)
Hudson	$74,900.00
Bergen	$68,500.00
Essex	$68,500.00
Passaic	$68,500.00
Other Counties	huduser.gov/portal/datasets/il/il2024/select_Geography.odn

Definition of a Section 3 Worker:

A **Section 3 Worker** is any worker who currently fits, or when hired within the past five years fits, at least one of the following categories:

1. **A low or very low-income worker (according to individual income limits in chart above); OR**
2. **Employed by a Section 3 Business Concern; OR**
3. **A YouthBuild participant.**

Definition of a Targeted Section 3 Worker:

A **Targeted Section 3 Worker** is any worker who fits the following categories:

1. **Employed by a Section 3 Business Concern; OR**
2. **Currently fits or when hired at least one of the following categories, as documented within the past 5 years:**
   a. **Resident of public housing or Section 8 assisted housing; OR**
   b. **Resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; OR**
   c. **A YouthBuild participant.**

Part I: Section 3 of the Housing Act

Employment and Contracting Opportunities for Section 3 Workers and Targeted Section 3 Workers

➢ *ECO-2 General*

a. The work to be performed under the contract is assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. **Section 3 provides that to the greatest extent feasible opportunities for training and employment be given to Section 3 Workers and Targeted Section Workers as defined by the HUD rule.**

b. The parties to the contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued thereunder prior to and throughout execution of the contract. The parties to the contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c. The Contractor will send to each labor organization or representative of workers with which they have a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of the Contractor's own commitments under the Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. **Subcontracts: The Contractor will include the Section 3 clause in every subcontract** for work in connection with the contract and will, at the direction of the JCHA, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75 or future Federal Regulations that supplement or replace. **The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.**

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the Contract, binding upon the JCHA, its Contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

f. The work to be performed herein is covered by the Section 3 requirements.

➢ ***ECO-3 Definitions***

a. **Section 3** regulations are defined as follows:

(1) **Section 3 worker** is any worker who currently fits, or when hired within the past five years fit, *at least one of the following categories*, as documented:

- A low or very low-income worker (see individual income limits chart); **OR**
- Employed by a Section 3 Business Concern; **OR**
- A YouthBuild participant.

(2) **Targeted Section 3 worker** is:

- Employed by a Section 3 Business Concern; **OR**
- Currently fits or when hired fit *at least one of the following categories* as documented within the past five years:
    - A resident of public housing or Section 8 assisted housing; **OR**
    - A resident of other public housing projects or Section 8 assisted housing managed by the PHA that is providing the assistance; **OR**
    - A YouthBuild participant.

(3) **Section 3 business concern** refers to a business that is:

- 51% or more owned and controlled by low or very-low income persons; **OR**
- Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; **OR**
- 51% or more owned and controlled by current residents of public housing or Section 8-assisted housing.

(4) Section 3 applies to all contracts.

➢ *ECO-4 Use Of Section 3 Trainees And Employees*

a. The goal and objective shall be at least **25%** of the total contract workforce labor hours shall be **Section 3 Workers** and **5%** of the total contract workforce labor hours shall be **Targeted Section 3 Workers**.

b. The percent amounts shall be derived from the total hours of work on the contract not the percent of workers on the job.

c. The plan to accomplish the use of Section 3 Workers and Targeted Section 3 Workers shall be described by the Contractor via the submission of a Section 3 Action Plan to be submitted with the bid and as described later in this Section.

d. The Contractor or subcontractor shall use the maximum number of persons in training categories and to fill all vacant training positions in its Section 3 Action Plan with Section 3 Workers and Targeted Section 3 Workers, except for those training positions which remain unfilled after a best effort to the greatest extent feasible has been made to fill them with eligible/qualified workers.

e. When eligible Section 3 Workers and/or Targeted Section 3 Workers apply, either on their own initiative or on referral from any source, the Contractor or its subcontractors shall determine the qualification of such persons and shall employ such persons if their qualifications are satisfactory and openings are available in accordance with its Section 3 Action Plan. If the Contractor or subcontractor is unable to employ the workers, such persons shall be listed for the first available opening in the Section 3 Action Plan for which they qualify.

f. **Wage Rates:** All Section 3 Workers and Targeted Section 3 Workers employed in the various construction work categories by the Contractor or their subcontractor shall be paid wages at rates not less than those prevailing on similar construction in this locality, as determined by the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S. 276a - 276a5) or HUD-Determined wage rates as applicable to the contract.

➢ *ECO-5 Best Efforts In Use Of Section 3 Trainees And Employees*

a. The Contractor and his/her subcontractor shall to the greatest extent feasible use Section 3 Workers and Targeted Section 3 Workers on the Contract. The Section 3 Action Plan submitted with the bid shall describe how the Contractor, along with his/her subcontractors, intends to meet these requirements.

b. Upon evaluation and acceptance of the Section 3 Action Plan by the JCHA, the Contractor will demonstrate best efforts to the greatest extent feasible to meet the goals stated within the Plan. Examples of actions cited in the HUD Section 3

Guidebook's "Section 3 Plan (Sample)"[1] and subsequent regulations demonstrating a best effort to the greatest extent feasible include, but are not limited to the following:

(1) Proactive efforts:
   a. Hosting and/or facilitating a Job Fair.
   b. Notify JCHA of their interests regarding employment of Section 3 workers prior to hiring.
   c. Request from JCHA a list of interested and qualified Section 3 workers and Targeted Section 3 workers and contact information.
   d. Capitalize on JCHA's communication outlets (social media, website, etc.) to effectively communicate employment and contracting opportunities.
   e. Encourage local business to register as a Section 3 Business Concern.
   f. Submit a list of core employees (including administrative, clerical, planning and other positions pertinent to the construction trades) at the time of contract award to check for current Section 3 statuses.

(2) Upskilling efforts:
   a. Notify the JCHA when training opportunities are available
   b. Provide information/handouts about Section 3 training opportunities to potential Section 3 workers and Targeted Section 3 workers

(3) Outreach efforts:
   a. Clearly indicating Section 3 eligibility on all job postings with the following statement: "This job is a Section 3 eligible job opportunity. We encourage applications from individuals that are low income and/or live in Public Housing and/or receive a Section 8 voucher";
   b. Including the Section 3 Worker and Targeted Section 3 Worker Self-Certification Form in all job postings
   c. Working with the JCHA to connect Section 3 worker and Targeted Section 3 workers in the JCHA's database with opportunities and/or utilize the Section 3 Opportunity Portal to find qualified candidates
   d. Establishing a current list of Section 3 eligible applicants
   e. Contacting local community organizations and provide them with job postings for Section 3 eligible applicants; and
   f. Coordinating a programmatic ad campaign, which results in widespread job posting across diverse ad networks including:
      i. Advertising job opportunities via social media, including LinkedIn and Facebook;
      ii. Advertising job opportunities via flyer distributions and mass mailings and posting ad in common areas of housing developments and all public housing management offices
      iii. Requesting JCHA assistance in contacting resident councils, resident management corporations, and neighborhood

[1] HUD Section 3 Guidebook, "Sample Section 3 Plan", Rev. 6, 2021, https://www.hudexchange.info/programs/section-3/section-3-guidebook/best-practices/

community organizations to request their assistance in notifying residents of available training and employment opportunities.

c. Where applicants for trainee and employee positions are found unsuitable, it is the responsibility of the Contractor and/or his/her subcontractor to demonstrate the reasons and basis for the determination. For employed Targeted JCHA of the dismissal of a Targeted/Section 3 candidate as soon as possible so that next steps may be

➢ *ECO-6 Use of Section 3 Business Concerns*

a. To the greatest extent feasible, Contractors shall seek opportunities with Section 3 Business Concerns to facilitate positions to be filled with qualified Section 3 Workers and Targeted Section 3 Workers.

➢ *ECO-7 Best Efforts In Use Of Section 3 Business Concerns*

a. The Contractor and his/her subcontractor(s) shall make a best effort to the greatest extent feasible to use Section 3 business concerns on the Contract in an effort to employ Section 3 Workers and Targeted Section 3 Workers. The Section 3 Action Plan submitted with the bid shall describe how the Contractor along with his/her subcontractors intends to meet these requirements.

b. Upon evaluation and acceptance of the Section 3 Action Plan by the JCHA, the Contractor will demonstrate best efforts to the greatest extent feasible to meet the goals stated within the Plan. Examples of actions cited in the Section 3 HUD Guidebook[2] and subsequent regulations demonstrating a best effort to the greatest extent feasible, include but are not limited to the following:

(1) Recruitment of Section 3 business concerns by taking such steps as:

- **Informing JCHA** to disseminate information to JCHA Resident Councils, Resident Management Corporations, or other resident organization, of any training/job opportunities
- **Distributing flyers/posting signs** in the area of the development/project and in projects owned and managed by the JCHA
- **Placing help wanted ads** in local newspapers or online
- **Cultivating local contacts** such as community development organizations, business development agencies, minority contracting associations, apprenticeship development programs, YouthBuild, Jobs Corps, and employment agencies (such as Jersey City OneStop 201-795-8800, HCST CRC 201-369-5205 option 2, Women Rising 201-333-5700)

- **Implementing a resident business development initiative or business incubator** to support resident entrepreneurship (e.g. resident contracting program, family day care program, and revolving loan program)
- **Educating local unions** on Section 3 or creation of apprenticeship programs with those local unions
- **Holding hiring fairs** that includes Section 3 informational sessions and invite local business and industry as well as local business association groups
- **Partnering with local business start-up groups** and business incubators
- **Advising Section 3 business concerns** as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance, as well as where to self-certify as a Section 3 Business Concern

[2]HUD Section 3 Guidebook, "Section 3 in Action: Contracting with Eligible Businesses", Ref. 7/2024 https://www.hudexchange.info/programs/section-3/section-3-guidebook/section-3-in-action/contracting-with-eligible-businesses/

➢ *ECO-8 Section 3 Action Plan*

a. The Contractor shall submit with its bid a Section 3 Action Plan detailing its plan to accomplish use of Section 3 Workers and Targeted Section 3 Workers and to use Section 3 business concerns for the purpose of obtaining Section 3 Workers and Targeted Section 3 Workers. The Action Plan shall take into account the entire workforce including the Contractor's own as well as any subcontractors to be used.

b. The Action Plan shall be developed by the Contractor in concert with its subcontractors so that it reflects an accurate portrayal of each company's current employee status and available openings as well as represents real, concerted effort to use Section 3 Workers and Targeted Section 3 Workers. Every effort shall be made by the Contractor and its Subcontractor to implement and satisfy the requirements of Section 3. **Where the Contractor has not identified or entered into agreements with all its subcontractors, suppliers, material vendors, etc. the Contractor shall estimate their subcontractors', suppliers' and material vendors' Section 3 participation and provide that information on the Section 3 Action Plan forms submitted with the bid.**

c. The Section 3 Worker/Targeted Section 3 Worker trainee and employee aspect of the Section 3 Action Plan requires that the Contractor submit the following information **with its bid**. The Section 3 Action Plan form entitled **"Estimated Project Work Force Breakdown"** shall be used for this purpose. A sample form follows with actual forms to be completed and submitted with the bid contained in the **Invitation for Bid**.

    (1) Identify the number of positions, by skill level, required to plan and implement the work for the Contract.

    (2) Determine how many of these positions are currently filled and which are not filled by regular, permanent employees.

    (3) Establish a target within each trade or occupational category for the number of positions to be filled by Section 3 Workers and Targeted Section 3 Workers.

ACTION PLAN
SECTION 3 EMPLOYMENT
ESTIMATED PROJECT WORK FORCE BREAKDOWN

CONTRACT FOR: Kitchen Modernization
SITE(S): N.J. 9-2, Marion Gardens
NAME OF: ☒ CONTRACTOR: ABC General Construction
☐ SUB-CONTRACTOR:
SUB-CONTRACT FOR:

Job Category	*Total Estimated Positions Needed for Project*	*# Positions to be Filled with NON-Section 3 Workers*	*# of Positions to be Filled with Section 3 Workers*		
			Targeted	*Other*	*Total*
Officers/Supervisors*					
Professionals*	No new employees in any of these				
Technical*	categories will be hired for the project.				
Office/Clerical*					
Other*					
**DO NOT list current employees. Complete these items only if NEW employees are to be hired for the contract.*					
TRADE: **Carpenters**					
Journeymen	3	2	0	1	1
Apprentices	1	0	0	1	1
Laborers	1	0	1	0	1
TRADE:					
Journeymen					
Apprentices					
Laborers					
TRADE:					
Journeymen					
Apprentices					
Laborers					
SUB-TOTALS (page 1):	5	2	1	2	3
TOTALS:	On	Next	Page		

Section 3 Worker:
A goal of **25%** of the total workforce labor hours shall be performed by Section 3 workers and **5%** of the total workforce labor hours shall be performed by Targeted Section 3 workers.

NAME:_____ TITLE:_____ DATE:_____
OF INDIVIDUAL, PARTNER OR OFFICER OF CORPORATION (CIRCLE ONE) SHEET 1 OF 2

Notes: *For simplicity of the examples, only a partial listing of trades and subcontractors are listed here.

*See Invitation for Bid section of these documents for actual forms to be completed and submitted with the bid.

ACTION PLAN
SECTION 3 EMPLOYMENT
ESTIMATED PROJECT WORK FORCE BREAKDOWN

CONTRACT FOR: Kitchen Modernization
SITE(S): N.J. 9-2, Marion Gardens
NAME OF: ☐ CONTRACTOR:
☒ SUB-CONTRACTOR: XYZ Plumbing & Heating Co.
SUB-CONTRACT FOR: Plumbing/Heating work

Job Category	*Total Estimated Positions Needed for Project*	*# Positions to be Filled with NON-Section 3 Workers*	*# of Positions to be Filled with Section 3 Workers*		
			Targeted	*Other*	*Total*
TRADE: **Plumbers**					
Journeymen	2	2	0	0	0
Apprentices	0	0	0	0	0
Laborers	1	0	0	1	1
TRADE: **Steamfitters**					
Journeymen	2	2	0	0	0
Apprentices	0	0	0	0	0
Laborers	1	0	0	1	1
TRADE:					
Journeymen					
Apprentices					
Laborers					
TRADE:					
Journeymen					
Apprentices					
Laborers					
SUBTOTALS (page 2):	6	4	0	2	2
SUBTOTALS (page 1):	5	2	1	2	3
TOTALS:	11	6	1	4	5

Section 3 Worker:
A goal of **25%** of the total workforce labor hours shall be performed by Section 3 workers and **5%** of the total workforce labor hours shall be performed by Targeted Section 3 workers.

NAME:_____ TITLE:_____ DATE:_____
OF INDIVIDUAL, PARTNER OR OFFICER OF CORPORATION (CIRCLE ONE) SHEET 2 OF 2

EXAMPLE

d. The Contractor shall also provide with its bid a written description of the anticipated process and steps which will be taken to secure the cooperation of its subcontractor, unions, and other affected parties in meeting the goals and carrying out the Action Plan. The description should extend beyond a simple acknowledgment that the Contractor and its subcontractors will comply with the Section 3 requirements. Instead it should present the program or strategy to be employed to achieve the goals, such as:

- Assigning or using a staff person or an outside consultant for Section 3 compliance.
- Methods to be used in outreach to Section 3 Workers and Targeted Section 3 Workers.
- Training programs to be utilized or established including how trainees will be used in a positive, learning experience over the course of the Contract and how a reasonable length of employment will be insured.
- Affiliating with local construction unions to utilize their apprentice/training programs.
- Actions being required by the Contractor of its subcontractors to accomplish the Section 3 requirements.

The Section 3 Action Plan entitled **"Description of Process And Steps To Carry Out Action Plan"** shall be utilized for this purpose. A sample is attached with actual forms to be completed and submitted with the bid contained in the **Invitation for Bid**.

e. The Contractor and its subcontractors are advised that in accordance with the Section 3 regulations, the JCHA shall evaluate the Section 3 Action Plan to determine its responsiveness and whether it appears that it will accomplish the stated goals. **The contract award shall be subject to acceptance by the JCHA of the Section 3 Action Plan. The successful Contractor shall be required to meet with the JCHA prior to execution of the contract to review and discuss the proposed Action Plan.** Modifications, clarifications and/or additional information on the Action Plan may be required before execution of the contract will be made. An acceptable Action Plan is a condition to execution of the Contract. An unacceptable Section 3 Action Plan shall be cause for rejection of the bid as non-responsive.

f. Adjustments to the Section 3 Action Plan shall be necessary where requirements of the Contractor and/or its subcontractors for use of Section 3 Workers and Targeted

Section 3 Workers have not or cannot be met by the resident resource pool. This may be due to unavailability or lack of qualified residents in a particular trade category(s). On the other hand, a surplus or abundance of qualified workers may exist in other trades which are necessary for the work and for which positions are available but were not originally proposed as a Section 3 resource in the Action Plan. In such an instance, best efforts to the greatest extent feasible shall be made to adjust the Action Plan to utilize residents in the trade where residents are available in lieu of the unavailable trade.

i. Any proposed change to the Action Plan must be submitted for review and approval by the JCHA. Modifications must not dilute or weaken the net effect of the Action Plan. An example of this would be to substitute mechanic for mechanic v. mechanic for a laborer.

DESCRIPTION OF PROCESS AND STEPS TO CARRY OUT ACTION PLAN

CONTRACT FOR:		Kitchen Modernization	
SITE(S)		N.J. 9-2: Marion Gardens	
NAME OF:	☒	CONTRACTOR:	ABC General Construction
	☒	SUBCONTRACTOR:	Plan is submitted on behalf of all
		SUBCONTRACT FOR:	subcontractors also.

ABC will utilize Section 3 Workers and Targeted Section 3 Workers by hiring workers as indicated on the enclosed Work Force Breakdown. All subs/suppliers have been told they also must comply and contribute to the Plan. Public advertising and an aggressive recruitment of Section 3 Workers and Targeted Section 3 Workers is planned by ABC. JCHA help is also requested in recruiting qualified workers.

We anticipate that some skilled trades requiring journeymen may be difficult to find with Targeted Section 3 Workers and will therefore employ other Section 3 Workers to fulfill the requirement. Where apprentices are indicated, the worker will be enrolled in a State approved program through ABC's or it's sub's affiliation with the trade unions.

Additionally, in order to comply with MBE requirements, we expect to use a certified Minority Business Enterprise for work such as painting or material supplies if we can identify such a firm from various sources.

EXAMPLE

NAME
CORPORATION

TITLE OF INDIVIDUAL, PARTNER OR OFFICER OF
(CIRCLE ONE)

DATE

j. In order for the JCHA to fulfill requests for candidates for specific trade category requirements by the Contractor and/or subcontractors, it will be necessary that sufficient advance notice be given to the JCHA. **A minimum of fifteen (15) working days shall constitute advance notice**. The JCHA and Contractor shall, subsequent to the execution of the Contract, develop a timetable that shall predict as accurately as possible the workforce needs of the Contract particularly as they relate to the above request for advance notice.

k. The specifics of the methods by which the JCHA will pre-screen and refer potential Targeted Section 3 Worker candidates shall be reviewed with Contractor after the Contract execution.

Major elements of this process will be the following:

(1) The Contractor and/or its subcontractors shall have the right to discipline and/or terminate a resident trainee or employee for reasons or causes it would any other employee so long as the rights under the Contract or applicable law are not violated.

(2) The JCHA will make efforts to assist the Contractor in fulfilling these employment and training obligations by pre-screening applicants in accordance with the qualifications needed by the Contractor, but makes no representation as to the applicant's abilities or qualifications. **After the Contractor and/or its subcontractors has selected a worker, the JCHA shall not be responsible for the worker's action and the Contractor hereby releases the JCHA from any liability for the worker's actions.**

(**NOTE:** In other words, the Contractor retains both the responsibility to fulfill the referenced requirements and the right to do so in an effective and efficient manner. The JCHA is simply providing assistance for referrals and potential candidates to fulfill the referenced requirements).

➢ *ECO-9 Staffing Plan*

The Contractor will submit and receive approval for a staffing plan for the entire project, outlining the phases of the job and the required staff to complete the phase (e.g. excavation, foundations, framing, roofing, etc.). The Contractor will insert when they expect to use respective trades and when they expect to have Section 3 workers working. The total breakdown should reflect the 25% overall contract workforce labor hours to be fulfilled by Section 3 Workers and 5% to be fulfilled by Targeted Section 3 Workers.

➢ *ECO-10 Monitoring and Reporting*

a. A monitoring program shall be established by the Contractor and its subcontractor to regularly assess compliance with the targeted use of Section 3 Workers and Targeted Section 3 Workers. The Contractor shall be responsible to ensure that its subcontractors are also monitoring their Section 3 compliance. **Monthly reports from the Contractor and each subcontractor shall be provided to the JCHA in a format to be provided by the JCHA.** Failure to submit the manpower reports shall be cause to withhold payments to the Contractor until such reports are made available.

b. In order to qualify as a **Section 3 Worker**, one of the following certifications must be maintained and provided upon request by the JCHA:

   a. Worker's self-certification stating that their income is below the income limit;
   b. Worker's self-certification of participation in a means-tested program such as public housing or Section 8 assisted housing;
   c. Certification from a PHA, or the owner/property manager of Project-Based Section 8 assisted housing, or the administrator of Tenant-Based Section 8 assisted housing that the worker is a participant in one of their programs;
   d. Employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
   e. Employer's certification that the worker is employed by a Section 3 Business Concern.

c. In order to qualify as a **Targeted Section 3 Worker**, one of the following certifications must be maintained and provided upon request by the JCHA:

   a. Worker's self-certification of participation in public housing or Section 8 assisted housing programs;
   b. Certification from a PHA, or the owner/property manager of Project-Based Section 8 assisted housing that the worker is a participant in one of their programs;
   c. Employer's certification that the worker is employed by a Section 3 Business Concern; or
   d. Worker's certification that the worker is a YouthBuild participant.

d. Eligible **Section 3 Business Concerns** firms shall self-certify that they qualify as Section 3 firms upon request by the JCHA.

e. The JCHA, within 15 days of the contract execution, shall advise HUD of the steps taken by the Contractor and its subcontractors, for the work that is the subject of the Contract, to comply with Section 3.

f. The Contractor and its subcontractors shall keep and maintain records and reports that include action taken and their results with regard to efforts to meet stated targets and comply with Section 3 requirements. Examples of documents to be kept and maintained as cited by the Section 3 HUD Handbook 8023.1 and subsequent regulations are:

- Written statement from subcontractor prior to entering into subcontract agreement affirming their ability to comply with the Section 3 requirements;
- Statement and documentation of pre-construction conferences;
- Evidence and written documentation of best efforts to the greatest extent feasible, as previously described, to demonstrate steps taken to train and/or employ Section 3 Workers and Targeted Section 3 Workers and to utilize Section 3 Business Concerns for the purposes of employing Section 3 Workers and Targeted Section 3 Workers. Examples might include: copies of advertisements or letters to small and minority business organizations/agencies seeking Section 3 businesses, application and hiring records, letters seeking labor organization assistance and records of contractor's monitoring and follow-up procedures;
- Copies of solicitations from Section 3 Business Concerns;
- Correspondence or other documentation related to Section 3 grievances;
- Advertisements for available positions and Section 3 Business Concerns in the local media;
- Photographic evidence of displayed signs;
- Correspondence or other records from Section 3 Workers/Targeted Section 3 Workers and Business Concerns about training, employment or contracting opportunities (including Section 3 grievances) to determine adequate response to those issues;

g. Where problems or difficulties in meeting the targeted use is encountered, the Contractor and/or its subcontractors shall take affirmative, aggressive efforts to rectify the matter. This shall include meeting with the JCHA to advise it of the problems and the solution proposed by the Contractor. The JCHA shall offer its assistance whenever possible.

h. The Monitoring and Reporting requirements are intended to allow the JCHA to evaluate how effective the Contractor has been in meeting the Section 3 goals and objectives; to give the Contractor the opportunity to stay in touch with the JCHA with regard to Section 3 but most importantly to document the success of the Action Plan. It should not be viewed as the means by which documentation is provided to justify why the Action Plan did not work.

➢ *ECO-11 Payment to Section 3 Business Concerns*

Payment by the Contractor and subcontractors to their Section 3 Business Concerns for completed and accepted work in-place, material/supplies provided or services rendered shall be within 30 calendar days of receipt of invoice by the Contractor or subcontractor. More frequent (15 calendar days) payment can be arranged by the JCHA to the Contractor for needy Section 3 businesses where necessary to reduce the 30-day waiting period.

➢ *ECO-12 Grievances*

a. A grievance is an allegation of noncompliance with the Section 3 statute or regulation.

b. The grievance must identify the basis under which noncompliance with the statute or regulation is being alleged. The bases are:

(1) Training opportunities for Section 3 Workers/Targeted Section 3 Workers;

(2) Employment opportunities for Section 3 Workers/Targeted Section 3 Workers; and

c. A grievance may be filed in accordance with HUD requirements by the following:

(1) Any Section 3 Worker/Targeted Section 3 Worker, or by a representative of such person, seeking employment or training opportunities with a recipient or its Contractors or subcontractors

d. A grievance will be considered timely filed if it is received within 180 days of the date of the action upon which the grievance is based.

e. The authority to make final disposition of a Section 3 grievance resides in HUD under the Fair Housing and Equal Opportunity (FHEO) branch.

➢ *ECO-13 Sanctions And Penalties*

Failure or refusal to comply and give satisfactory assurances of future compliance with the requirements of Section 3 shall be proper basis for applying sanctions. Such sanctions are as specified by the rules, regulations or applicable policy of the Department of Housing & Urban Development (HUD) and may include any or all of the following actions, as appropriate: cancellation, termination or suspension in whole or in part of the contract; a determination of ineligibility or debarment from any further contracts under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received; and referral to the Department of Justice for appropriate legal proceedings. Payments may be withheld pending correction of deficiency.

➢ *ECO-14 Overlap With Other Programs*

The Section 3 Program outlined above may overlap with other employment and contracting requirements contained in the Affirmative Action Plan (AAP) and detailed herein in Part II. Wherever this occurs each of the programs shall be credited.

By way of examples:

- A minority Section 3 Worker is hired by the Contractor and this person's individual income is below the threshold on the Individual Income Limits chart. In this situation compliance towards the following programs would be accomplished:

  - ☑ Section 3 employment (because a Section 3 Worker with the individual income limits for 1 persons qualifies employee as low-income).
  - ☑ AAP (because a minority).

➢ *ECO-15 Minority and Small Business Lists*

The JCHA has a variety of lists obtained from various agencies that contain information on minority and small businesses. Many, although not all, of the businesses have been certified with agencies such as the State of New Jersey and the Small Business Administration. **These lists are available from the JCHA at no charge to the Contractor.**

Part II: Affirmative Action Plan (AAP)

➢ *ECO-16 Introduction*

(See also **General Conditions**, Article 39, **Equal Employment Opportunity**)

a. All Contractors and subcontractors on HUD assisted construction projects are obligated to take affirmative action to ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex or national origin.

(1) Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; selection for training, including apprenticeship; posting in a conspicuous place, available to employees and to applicants for employment opportunity requirements of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11275 of October 13, 1967.

(2) Contractors on contracts > $10,000 are required to prepare and submit their affirmative action programs in writing and to submit annual equal employment opportunity reports.

b. The written Affirmative Action Plans (AAP) of Contractors and subcontractors if different from the plan outlined here are subject to review and approval by the HUD Contract Compliance Officer (or his/her designee).

c. A Contractor or subcontractor is required to submit one (1) signed copy of his/her written affirmative action plan to the JCHA at the opening of bids. Failure to submit a plan may because to reject such bid.

➢ *ECO-17 Equal Employment Opportunity Requirements*

The Contractor in addition to compliance with the Affirmative Action Plan, agrees to comply with the **Equal Employment Opportunity** requirements provided for in Article 39 of the **General Conditions.**

➢ *ECO-18 Goals*

a. During the performance of the contract, on contracts > $10,000, the Contractor and all his/her subcontractors, assignees, and successors will agree to:

(1) Law, Rules and Regulations:
To carry out and be subject to the purposes and requirements of all Federal, statutory, regulatory, Executive Order, and contractual requirements relating to equal employment opportunity.

(2) Goals and Timetables:

(i) Promote the full realization of equal employment opportunity and minority workforce utilization by employing not less than the required percent ratio of minority employee **labor hours**. The minority work ratio should be substantially uniform throughout the duration of the contract and where feasible to be equal in each job category.

(ii) In reaching the goals of minority workforce utilization required of bidders, Contractors and subcontractors, every effort shall be made to find and employ qualified journeymen and apprentices. The contract places upon the Contractor the burden of proving that they have done everything possible within the best efforts to the greatest extent feasible procedure to achieve the goal.

(iii) The goal to be achieved by a Contractor and its subcontractors working for the JCHA is **minority employee participation of at least Twenty Eight Percent (28%)** of the total work-hours during the contract. Out of this 28% total **a goal of Seven Percent (7%) shall be Women (i.e. 21% minorities + 7% Women)**. To the extent possible and feasible minority participation shall be spread equally across all trade categories used during the Contract.

(iv) **Exceptions:** The Contractors/Subcontractors workforce on-site consists of three (3) or less persons.

➢ *ECO-19 Contractor Compliance Criteria*

a. A Contractor will normally be considered in compliance when:

(1) Their work force meets the goals established herein with demonstrated best efforts to the greatest extent feasible to use minority participation equally in all trade categories where possible and feasible.

(2) Non-union or merit shop Contractors have the obligation of reaching these goals through company or corporate controlled employment practices.

b. ***Success*** in meeting the goals and objectives of the Affirmative Action Plan is a primary function of the Contractor and its subcontractor. Best efforts to the greatest extent feasible shall be made to comply with these requirements and include but are not limited to the following:

(1) Prior to hiring any employees for a contract, Contractor shall determine whether the existing labor force referral procedures will produce minority participation on the contract which equal or exceed the minority employment goal for the contract.

(2) If prior experience of the Contractor with any local union from which they will secure employees does not indicate that it will refer sufficient minority persons to meet their minority employment goals, the following procedures should apply:

(i) Notify the Jersey City Housing Authority and minority referral organizations of their workforce needs, and request referral of minority workers;

(ii) Notify any minority workers who have been listed with them as awaiting available vacancies;

(iii) Employ minority workers in sufficient numbers to meet the minority employment goals;

(iv) Not more than five working days prior to commencement of work Contractor shall request the local union to refer workers to fill job opening;

(v) The Contractor shall leave standing requests for additional referral of minority workers with the local union, the state employment service and other referral sources until such time as he/she has met his/her minority employment goal;

c. If the Contractor desires to lay off some of his/her employees in a given trade on the construction site, they shall assure that sufficient minority employees remain on site to meet the minority employment goal. Any minority worker laid off shall be employed by the Contractor on any other JCHA construction site where he/she is working in which he/she has not met their goal.

d. Each Contractor shall keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract.

e. All records shall be kept on forms available from the Jersey City Housing Authority and shall be submitted promptly to the agency upon request.

f. No Contractor who fails to reach the goal for minority employment on any job in any trade shall be deemed to have best efforts to the greatest extent feasible to reach that goal, pursuant to the affirmative action guidelines herein, unless he/she keeps these records.

g. An officer of the Contractor's firm shall be identified and assigned as an equal employment opportunity policy officer to serve as a focal point for complaints.

h. Nothing contained in the AAP shall prelude the Contractor from complying with the union hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall arrangement, and where required by custom or agreements he/she shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minority persons or the failure to refer minority group persons so that the Contractor will be unable to meet his/her obligations under the AAP, the Contractor shall consider for employment persons referred under this paragraph in addition to such agreement or arrangement.

i. The Contractor Compliance Criteria requirements are intended to insure that the Affirmative Action Plan is successful. It should not be viewed as the means by which documentation is provided to justify why the AAP goals and objective were not met.

➢ *ECO-20 Non-Compliance*

a. The JCHA shall report to the Equal Employment Opportunity Representative in the HUD Area Office any evidence of fraud or any complaint received from an employee or an applicant for employment with any Contractor or subcontractor subject to Executive Order No. 11246 and cooperate in special compliance reviews or investigations of compliance as requested by the HUD Contract Compliance Officer.

b. The JCHA shall carry out sanctions against Contractor or subcontractor as required by HUD or the Department of Labor and furnish information as required by HUD or the Department of Labor.

c. In the event HUD and/or the JCHA determines the Contractor is not in compliance, or that the condition appears to be developing, the JCHA shall make a preliminary report to correct the situation and will notify the contractor in writing of the steps to take to be considered in compliance.

d. Failure to achieve compliance will result in the contracting agency's imposing one or more of the following sanctions:

(1) Suspension of any payment;
(2) Termination or cancellation of the contract; and
(3) Denial of the right to participate in future contracts awarded.

e. All JCHA contracts for more than $10,000 are subject to Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1968.

➢ *ECO-21 Union Statement*

a. When the Contractor has a referral agreement or arrangement with union covering workers to be employed on the contract, they shall submit a statement signed by an authorized union official, in which the union agrees as follows:

(1) The union will take such actions as may be necessary with respect to the referral and the employment of minority group persons in order to enable the Contractor to meet his/her obligations under the AAP.

(2) The Contractor will promptly notify the JCHA of any failure of a union to comply with its statement. If a union has refused to sign the statement described above, Contractor will document his/her efforts to obtain such statement including the reasons given by the union for not signing such statement, and submit such documentation.

(3) In addition the award of a subcontract will not be approved if such Contractor has not submitted such an acceptable union statement or an explanation of the failure to obtain such statement.

b. The failure of the union to sign the statement described above does not excuse the Contractor from his/her obligations to comply with the conditions and provisions of the AAP set forth herein for the JCHA.

c. If a Contractor is a member of a "Home Town Plan" or a member of an "Imposed Plan", that supersedes the requirements of the JCHA Affirmative Action Plan, the JCHA plan need not apply, if the Home Town Plan or Imposed Plan is approved by the JCHA and HUD.

➢ *ECO-22 Subcontractors*

Each Contractor is responsible for the performance of his/her subcontractors for the implementation of the aforementioned affirmative action and equal employment requirements during the performance of the Contract. Whenever the Contractor subcontracts a portion of the work on the contract, the Contractor shall bind the subcontractor to the obligation contained in the AAP to the full extent as if they were the Contractor. Furthermore, the Contractor must include a provision in all contracts with subcontractors to insure compliance with all other conditions included herein. Failure to agree to these terms shall preclude the subcontractor from working on the Contract.

➢ *ECO-23 Non-Discrimination*

The commitments of the Contractor hereunder are for the purpose of satisfying his/her affirmative action obligation under the AAP and is not intended, and shall not be used, to discriminate on the basis of race, sex, color, or national origin against any qualified applicant or employee.

➢ *ECO-24 Reports*

a. **Workforce Reports** - The goals are expressed in terms of labor hours to be worked by minorities during the performance of the contract. The reports are to be made out weekly and submitted on a monthly basis to the Contracting Officer of the JCHA.

b. Failure to submit the workforce reports shall be cause to withhold payments to the Contractor until such reports are made available.

➢ *ECO-25 Minority Definition*

For the purpose of the AAP, "MINORITY" refers to socially disadvantaged groups as defined in eCFR :: 13 CFR 124.103 – "Who is socially disadvantaged?" as well as women. A "Woman" or "women" means an individual, regardless of race, who self-identifies her gender as a woman, without regard to the individual's designated sex at birth.

➢ *ECO-26 Overlap With Other Programs*

a. The AAP program outlined may overlap with the Section 3 Employment Opportunities requirements described herein in Part I. Wherever this occurs each of the programs shall be credited. Some examples are:

- A Hispanic plumber is hired. His annual income is above the Individual Income Limits and does not meet the definition of "Low Income". The AAP plan would be credited due to minority status of plumber but not the Section 3 program because:

  ☑ Above individual income limit to be categorized as low income.

- The Contractor employs a woman from a JCHA housing site. Both the AAP and Section 3 program are credited since all criteria are met, specifically:

  ☑ Minority status per the AAP (Woman).

  ☑ JCHA resident qualifies as a Targeted Section 3 person.

Part III: Minority Business Enterprises (MBE)

➢ *ECO-27 General*

(See also **General Conditions,** Article 38, **Subcontracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Area Firms**)

a. The work to be performed under the contract is assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development (HUD) and is subject to the requirements of Presidential Executive Order #12432 dated July 14, 1983. This Order, herein referred to as the MBE, provides the basis to establish minority business development programs and to encourage MBE participation in contracts as a result of such Federal assistance.

b. The parties to the contract shall comply with the provisions of said MBE and all applicable rules, notices and orders of the Department issued thereunder prior to the execution of the contract.

➢ *ECO-28 Definition*

a. A Minority Business (MBE) means a business enterprise that is 51% (percent) or more owned, controlled, and actively operated by one or more persons who are classified as part of a socially and economically disadvantaged group. MBE eligibility is determined by the certifying agency. In New Jersey, such socially disadvantaged persons include: (see https://business.nj.gov/pages/mwbe#section-2)
(1.) Asian American, a person having origins in any of the original peoples of the Far East, Southeast Asia, Indian Subcontinent, Hawaii, or the Pacific Islands;
(2.) American Indian or Alaskan native, a person having origins in any of the original peoples of North America;
(3.) Black, a person having origins in any of the black racial groups in Africa; or
(4.) Hispanic, a person of Spanish or Portuguese culture, with origins in Mexico, South or Central America, or the Caribbean Islands.

A female-owned business is NOT considered an MBE, however, under Executive Order #12138, the Contractor is encouraged to take affirmative action to assist Women-Owned Enterprises.

b. The ownership and control of an MBE must be real, substantial and continuing and shall go beyond the pro forma ownership of the business as reflected in its ownership documents. The minority person or persons who own the business must possess the power to direct or cause the direction of the management and policies of the business and to make the day-to-day as well as major decisions on matters of management, policy and operations. The work of the MBE should be similar or related to the normal services of the firms.

➢ *ECO-29 MBE Amount*

a. The MBE goals apply to all contracts except as noted below. The amount of the contract that shall be performed by MBE firms shall be **at least twenty percent (20%) of the value of the contract**. This may be accomplished by securing and/or utilizing MBE firms in a variety of ways including but not limited to activities such as:

- As subcontractor for portions of the work;
- As supplier for material and/or equipment;
- By providing job related services;
- By breaking up large areas of work into smaller segments (i.e., by floor);
- By utilizing several firms to accomplish an area of work (i.e. 2 drywall subs).

b. MBE firms which do not perform actual construction or have a stocked warehouse or provide professional services but rather are a non-stocking warehouse (`**pass-through**') type concern providing material and/or supplies, to the Contract shall be subject to only partial credit. **Such MBE firms serving as non-stocking vendors shall be credited with only 25% of their contract amount toward the 20% MBE goal.**

c. Use of MBE firms by the Contractor and its subcontractors, suppliers, material vendors, vendors and other lower tier participants in the contract shall accumulate toward meeting the MBE amount. It shall be at the Contractor's discretion to determine how the MBE program is addressed (i.e. award one (1) large MBE subcontract meeting 20% v. requiring all its subcontractors to individually meet 20% v. some variation in-between).

d. **Exceptions** shall only apply where:

(1) The Contractor is **not** subcontracting for any work, materials, supplies, services etc.

(2) Sole source or specified items are **not** available from MBE business concerns.

➢*ECO-30 MBE Requirements*

a. In submitting a bid, the Contractor must certify that it will comply with the requirements of the MBE Program. This shall include submission of an Affidavit for Minority Business Enterprise contained in the **Invitation for Bids** that will be properly executed by the Contractor. Failure to provide the Affidavit may be cause for the Contractor's bid to be rejected in the discretion of the JCHA.

b. The Contractor shall also complete with its bid the MBE Action Plan entitled **"Proposed Contracts/Subcontracts Breakdown"** provided in the bidding forms of the **Invitation for Bid.** It shall indicate the general areas of work, type of materials/supplies or nature of services in which MBE firms are to be utilized along

with the approximate dollar value. Some examples of what the JCHA intends by 'general areas' might be: "painting", "plumbing", "electric material supplier", "surveyor". The specific firm name is NOT required at this time although it may be listed at the Contractor's option. Subsequent modifications to this listing may be made provided the MBE requirements are still met such as by substituting other MBE firm(s) of equal value, increasing MBE amount in other areas or utilizing MBE's in new areas, to mention a few options.

c. **The Contractor shall be required to meet with the JCHA prior to execution of the Contract to review and discuss the MBE Action Plan**. The Contractor shall provide additional informational and other assurances that the MBE goal will be achieved and shall make such modifications or changes necessary if required.

d. **MBE firms must be certified** as a minority-owned business by one of the regional agencies such as the N.J. Department of Commerce and Economic Development, the Port Authority of New York and New Jersey, the Jersey City Minority and Women Business office, the Hudson County Office of Minority and Women Business Enterprise or other duly authorized entity, prior to acceptance by the JCHA and prior to start of their work or delivery of material/supplies.

e. The JCHA will require that the Contractor provide evidence that the Minority Business Enterprise requirements are being met during the duration of the contract.

f. In the event the JCHA determines the Contractor is not in compliance or that the condition appears to be developing, the Contractor shall then take steps necessary to correct the situation in order to be in compliance. This shall include meeting with the JCHA to advise it of the problems and the solutions proposed by the Contractor. The JCHA shall offer its assistance wherever possible.

g. The above referenced MBE requirements are considered to be integral and substantive portions of the contract in the same fashion as all other substantive portions of the contract, and breach or non-compliance therewith may result in a breach and/or default of the Contract, with imposition of any and all sanctions provided for herein as may be appropriate in the discretion of the JCHA including but not limited to withholding of payment pending correction of deficiency.

PROPOSED CONTRACTS/SUBCONTRACTS BREAKDOWN

CONTRACT FOR: Kitchen Modernization

SITE(S) N.J. 9-2: Marion Gardens

NAME OF: ☒ CONTRACTOR: ABC General Construction

TOTAL CONTRACT AMOUNT: $920,000

Item #	*Description of Work To Be Performed*	*For: (✓)*			*Total Approx. Amount of Work To Be Performed*	*Estimated Amount of Total to MBE Businesses*
		Labor	*Mater*	*Both*		
1.	Sheetrock, studs & miscellaneous supplies		X		$100,000	$76,000
	(LIST MBE NAME IF KNOWN)					
2.	Painting*			X	$68,000	$68,000
	(LIST MBE NAME IF KNOWN)					
3.	Purchase of sinks and piping supplies from M&M Plumbing Supply in J.C.		X		$49,500	$40,000
	(LIST MBE NAME IF KNOWN)					
					TOTALS:	$184,000
					PERCENTAGE OF TOTAL CONTRACT:	20%

EXAMPLE

MINORITY BUSINESS ENTERPRISE:

A Minority Business Enterprise (MBE) refers to the contract goal of **20%** of the contract amount to be done utilizing business enterprises that are 51% or more owned, controlled and actively operated by one or more persons who are classified as part of a socially and economically disadvantaged group. **Such socially disadvantaged persons include Black Americans, Hispanic Americans, Native Americans, Eskimos, Aleuts, Hasidic-Jewish Americans, Asian Pacific Americans and Asian Indian Americans.** A female-owned business is NOT considered an MBE, however, under Executive Order #12138, the Contractor is encouraged to take affirmative action to assist women-owned enterprises.

The Contractor shall identify the general area(s) where it anticipates utilizing MBE firms and the approximate dollar value. The area of work, type of materials/suppliers or nature of service shall be sufficient for this purpose. Some examples of what the JCHA intends by 'general areas' might be: "painting", "plumbing", "electric material supplier", "surveyor". The specific firm name is NOT required at this time although it may be listed at the Contractor's option. Subsequent modifications to this listing may be made provided the MBE requirements are still met such as substituting other MBE firm(s) of equal value, increasing MBE amounts in other areas or utilizing MBE's in new areas, to mention a few options.

Identify by an asterisk (*) any MBE firm that is a "pass-through" business. "Pass-through" MBE firms only receive credit of 25% of the MBE contract amount.

NAME

TITLE DATE
OF INDIVIDUAL, PARTNER OR OFFICER OF CORPORATION
(CIRCLE ONE)

➢ *ECO-31 Compliance with the MBE Program*

a. The Contractor and his/her subcontractor(s) shall make every effort to utilize MBE firm(s) on the Contract to meet the 20% MBE amount.

b. A primary function of the Contractor and his/her subcontractor(s) is to be ***successful*** in meeting the objective of this program. Best efforts to the greatest extent feasible must be directed at truly attempting to secure MBE firms as opposed to documenting the file with reasons why the objectives could not be met. Examples of best efforts to the greatest extent feasible, include but are not limited to:

(1) Recruitment of MBE firms using such lists and registries that are available from the JCHA, HUD, Chamber of Commerce, Small Business Administration, Minority Business Development Agency, the State of New Jersey (SAVI - II), the Port Authority of New York/New Jersey, etc.;

(2) Advertising in local media;

(3) Subdividing work into small tasks; using more than one firm for a particular function;

(4) Flexibility in utilizing MBE firms in other or additional areas than initially proposed if necessary to meet the program objectives;

(5) Evidence of monitoring programs by the Contractor to comply with the MBE requirements and efforts to rectify problems or differences in meeting the MBE objectives.

➢ *ECO-32 Monitoring And Reporting*

a. The Contractor shall have a means by which it will monitor its MBE program as well as that of its subcontractors.

b. The JCHA will require that the Contractor maintain a list of all MBE firms utilized or to be utilized on the Contract. It shall include information such as MBE name, address, telephone/FAX #'s, amount of MBE contract, description of work and who the MBE is under contract with. The MBE Summary shall be updated and submitted **monthly** to the JCHA.

c. The Contractor and its subcontractors shall keep and maintain records and reports that include action taken and their results with regard to efforts to meet the MBE

Program and comply with the requirements. Examples include but are not limited to:

- Copies of advertisements for MBE business concerns;
- Copies of letters to organizations such as the local Chamber of Commerce, Small Business Administration, Minority Business Development Agency, etc.;
- Copies of mailing lists, registries, association membership lists and similar information to identify potential business concerns;
- Copies of solicitations or requests for proposals from MBE business concerns including records of bid evaluations and selections;
- Copies of notifications of awards to MBE firms;
- Correspondence or other documentation related to securing MBE businesses;
- Evidence of affirmative steps to include MBE firms such as: dividing total work requirements into smaller sub-tasks; using multiple firms for the same type work; and joint ventures with MBE business concern;
- Procedures to monitor or otherwise assure compliance with MBE Program and action taken to rectify problems and difficulties;
- Correspondence or other records from MBE business concerns about contracting opportunities to determine adequate response to those issues.

d. Where problems or difficulties in meeting the targeted use is encountered, the Contractor and/or its subcontractors shall take affirmative, aggressive efforts to rectify the matter.

➢ *ECO-33 Payment to MBE Business Concerns*

Payment by the Contractor and subcontractors to their MBE business concern for completed and accepted work in-place, material/supplies provided, or services rendered shall be **within 30 calendar days of receipt of invoice by Contractor or subcontractor.** More frequent (15 calendar days) payment can be arranged by the JCHA to the Contractor for needy MBE businesses where necessary to reduce the 30-day waiting period.

➢ *ECO-34 Minority And Small Business Lists*

The JCHA has a variety of lists obtained from various agencies which contains information on minority and small businesses. Many although not all of the businesses have been certified with agencies such as the State of New Jersey and the Small Business Administration. These lists **are available from the JCHA at no charge to the Contractor.**

JERSEY CITY HOUSING AUTHORITY

2026 ANNUAL PLAN

ATTACHMENT I

Designated Housing Plan (Approval)

U.S. Department of Housing and Urban Development
Newark Field Office- Region II
One Newark Center 13th Floor
Newark, New Jersey 07102-5260
Office (973) 776-7900

May 2, 2024

Stephen Cea
Executive Director
Jersey City Housing Authority
400 US Highway #1
Jersey City, New Jersey 07306

Subject: **Approval – Biennial Senior Designation Renewal Plan**

Dear Stepehen,

This letter is in response to Jersey City Housing Authority's request to renew its Designated Housing Plan (Plan) which currently expires on May 14, 2024.

The Plan was reviewed in accordance with the requirements of Section 7 of the United States Housing Act, as amended, and Notice PIH 2007-01. Based on the information available to us, the renewal Plan is approved for the units submitted (and listed below):

Elderly Only (100% of the Units except as noted below)

Development Name	**Development Number**	**Bedroom Type Proposed for Designation** 1br	2br	3br	**Total Units Proposed for Designation**
Senior Living Center	NJ 9-31	0	78	5*	82*
Berry Gardens	NJ 9-11, 15/18	53	287	16	356
Thomas J. Stewart Apts.	NJ 9-14	8	40	0	48
Ocean Pointe East & West	NJ 9-20	0	53	6	59
Total Number of Units:					**545**

**This development consists of 83 units; however, one two-bedroom unit will be set aside for an on-site building superintendent, who may or may not be elderly. This unit is not income-producing.*

Elderly/Disabled Mixed Population (100% of the Units)

Development Name	**Development Number**	**Bedroom Type Proposed for Designation** 1br	2br	3br	**Total Units Proposed for Designation**
3 Heckman Drive	NJ 9-10	35	48	8	91
Total Number of Units:					**91**

The Plan will be in effect until May 14, 2026 – which is 2 years from the day following the expiration of the current Plan (May 14, 2024). Prior to the expiration of the 2-year period, Jersey City Housing Authority may submit written requests for additional 2-year extensions.

Please update IMS/PIC to reflect the new designation expirations. Please refer to Notice PIH 2022-03 for guidance on this process.

If you have any question or concerns, you may contact Melody Federico of my staff at melody.a.federico@hud.gov or (973) 776-7237.

Sincerely,

HOWARD CUMME

Digitally signed by: HOWARD CUMME
DN: CN = HOWARD CUMME C = US O = U.S. Government OU = Department of Housing and Urban Development, Office of Public and Indian Housing
Date: 2024.05.03 14:10:26 -04'00'

Howard S. Cumme
Director
Office of Public Housing

JERSEY CITY HOUSING AUTHORITY

2026 ANNUAL PLAN

ATTACHMENT J

Certifications of Compliance

(HUD Form 50077 ST-HCV-HP)

Certifications of Compliance with PHA Plan and Related Regulations *(Standard, Troubled, HCV-Only, and High Performer PHAs)*	**U.S. Department of Housing and Urban Development** Office of Public and Indian Housing **OMB No. 2577-0226** **Expires 09/30/2027**

PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations including PHA Plan Elements that Have Changed

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year and/or X Annual PHA Plan, hereinafter referred to as "the Plan," of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning 04/2026, in which the PHA receives assistance under 42 U.S.C. 1437f and/or 1437g in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located (24 CFR § 91.2).
2. The Plan contains a signed certification by the appropriate State or local official (form HUD-50077-SL) that the Plan is consistent with the applicable Consolidated Plan, which includes any applicable fair housing goals or strategies, for the PHA's jurisdiction and a description of the way the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the Resident Advisory Board (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the way the Plan addresses these recommendations.
4. The PHA provides assurance as part of this certification that:
   i. The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
   ii. The changes were duly approved by the PHA Board of Directors (or similar governing body); and
   iii. The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours. Where possible, PHAs should make documents available electronically, for public inspection upon request.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment. The PHA ensured all notices and meetings provided effective communication with persons with disabilities and further provided meaningful language access for persons with Limited English Proficiency (LEP).
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Violence Against Women Act (34 U.S.C. § 12291 et seq.), and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of all HUD programs. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, the Violence Against Women Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of all HUD programs.
7. The PHA will affirmatively further fair housing, in compliance with the Fair Housing Act, 24 CFR § 5.150 et seq., 24 CFR § 903.7(o), and 24 CFR § 903.15, which means that it will take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially or ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws (24 CFR § 5.151). Pursuant to 24 CFR § 903.15(c)(2), a PHA's policies should be designed to reduce the concentration of tenants and other assisted persons by race, national origin, and disability. PHA policies should include affirmative steps stated in 24 CFR § 903.15(c)(2)(i) and 24 CFR § 903.15(c)(2)(ii). Furthermore, under 24 CFR § 903.7(o), a PHA must submit a civil rights certification with its Annual and 5-year PHA Plans, except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document. The PHA certifies that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing.
8. For PHA Plans that include a policy for site-based waiting lists:
   - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module and/or its successor system: the Housing Information Portal (HIP) in an accurate, complete and timely manner (as specified in PIH Notice 2011-65);
   - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
   - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
   - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing; and
   - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR 903.7(o)(1).
9. The PHA will comply with the prohibitions against discrimination based on age pursuant to the Age Discrimination Act of 1975.
10. In accordance with the Fair Housing Act, the PHA will not base a determination of eligibility for housing on marital status and will not otherwise discriminate because of sex.
11. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, 'Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped' for people with physical disabilities.

12. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
13. The PHA will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implement the regulations at 49 CFR Part 24 as applicable.
14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
15. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
17. The PHA will keep records in accordance with 2 CFR 200.302 and facilitate an effective audit to determine compliance with program requirements.
18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.
20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
21. All attachments to the Plan have been and will continue to always be available at all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA and, where possible, should be made available for public inspection in an electronic format.
22. The PHA certifies that it is following all applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Housing Authority City of Jersey City
PHA Name

NJ009
PHA Number/HA Code

X Annual PHA Plan for Fiscal Year 20**26**

_ 5-Year PHA Plan for Fiscal Years 20-20

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802)

Name of Executive Director: **MR Stephen F. Cea**		Name of Board Chairman: **Jeff Dublin**	
Signature: Stephen F. Cea	Date: 12/3/2025	Signature: Jeffry Dublin	Date: 12/3/25

This information is collected to ensure compliance with PHA Plan, Civil Rights, and related laws and regulations including PHA plan elements that have changed.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Form identification: *NJ009-Housing Authority City of Jersey City form HUD-50077-ST-HCV-HP (Form ID -1966) for CY 2026 printed by Luz Santana in HUD Secure Systems/Public Housing Portal at 12/02/2025 11:55AM EST*

JERSEY CITY HOUSING AUTHORITY

2026 ANNUAL PLAN

ATTACHMENT K

Certification of Consistency
with Consolidated Plan

(HUD Form 50077-SL)

Status: Created

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

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 09/30/2027

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

I, **Jade Whyatt** (*Official's Name*), the **Acting Director** (*Official's Title*) certify that the 5-Year PHA Plan for fiscal years **2026-2030** and/or Annual PHA Plan for fiscal year **2026** of the **NJ009 - Housing Authority City of Jersey City** (*PHA Name*) is consistent with the Consolidated Plan or State Consolidated Plan including any applicable fair housing goals or strategies to:

City of Jersey City
Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR Part 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State Consolidated Plan.

The Jersey City Housing Authority's Plan is consistent with the City of Jersey City's Consolidated Plan. Both plans focus on strategies to improve the lives of low income renters by providing decent, safe, and sanitary housing. In alignment, both organizations have identified the need for enhanced community engagement, increased resident self-sufficiency, the creation of a homeownership pipeline, and improvements to the Jersey City Housing Authority's housing portfolio.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

Name of Authorized Official: **Jade Whyatt**	Title: **Acting Director**
Signature: Jade Whyatt	Date: 12/9/2025

This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Form identification: NJ009 - Housing Authority City of Jersey City form HUD-50077-SL (Form ID - 6009) printed by Luz Santana in HUD Secure Systems/Public Housing Portal at 12/05/2025 11:17AM EST

JERSEY CITY HOUSING AUTHORITY

2026 ANNUAL PLAN

ATTACHMENT L

Resident Advisory Board Comments

B.6 Resident Advisory Board (RAB) Comments

a) Did the RAB(s) provide comments to the PHA Plan? If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.

No comments were submitted by the RAB.

JCHA 2026 AGENCY PLAN RAB MEMBERS

Berry Gardens

- Bernadette Dodson
- Charles Frederick
- Janice Martin
- Eleanor Mixon
- Louise Frazier
- Gloria Holmes
- Debra Jackson

Booker T Washington

- Robin Stewart
- Deirde Simmons
- Deborah Howell

Holland Gardens

- Belinda Council
- Quaisha Council

Hudson Gardens

- Jaleel Williams

Marion Gardens

- Rosalyn Gibbs
- Daisy Frazier

Curries Woods

- Janice Whitehead
- Gloria Graham
- Lathiddia George
- Eureka Reese
- Angel Roman
- Willamae Tucker
- Mildred Walker
- Barbara Wise
- Melissa Bonilla
- Linda Reid
- Antoinette Gibson
- Tonya Bell
- Loretta Mosby-Jones
- Robin Cator
- Tysheda Matthews
- Cathy Pressley
- Marian Harris
- Veronica Lebron
- Tawanna Lebron

JERSEY CITY HOUSING AUTHORITY

2026 ANNUAL PLAN

ATTACHMENT M

Challenged Elements

HOUSING AUTHORITY OF THE CITY OF JERSEY CITY
2026 ANNUAL PLAN

Challenged Elements

There were no challenged elements.

Status: Created

Annual PHA Plan ***(Standard PHAs and Troubled PHAs)***	**U.S. Department of Housing and Urban Development** **Office of Public and Indian Housing**	**OMB No. 2577-0226** **Expires: 9/30/2027**

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services. They also inform HUD, families served by the PHA, and members of the public of the PHA's mission, goals, and objectives for serving the needs of low-, very low-, and extremely low-income families.

Applicability. The Form HUD-50075-ST is to be completed annually by **STANDARD PHAs or TROUBLED PHAs**. PHAs that meet the definition of a High Performer PHA, Small PHA, HCV-Only PHA or Qualified PHA do not need to submit this form. Note: PHAs with zero public housing units must continue to comply with the PHA Plan requirements until they closeout their Section 9 programs (ACC termination).

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

A. PHA Information.

A.1

PHA Name: Housing Authority City of Jersey City **PHA Code:** NJ009
PHA Type: ☑ Standard PHA ☐ Troubled PHA
PHA Plan for Fiscal Year Beginning: (MM/YYYY): 04/2026
PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)
Number of Public Housing (PH) Units 2366 **Number of Housing Choice Vouchers (HCVs)** 5013
Total Combined Units/Vouchers 7379

PHA Plan Submission Type: ☑ Annual Submission ☐ Revised Annual Submission

Public Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA and should make documents available electronically for public inspection upon request. PHAs are strongly encouraged to post complete PHA Plans on their official websites and to provide each resident council with a copy of their PHA Plans.

How the public can access this PHA Plan: The plan is available for review on the JCHA website (www.jerseycityha.org) and hard copies may be reviewed by appointment at any property management office or the JCHA Main office - 400 US Highway 1 (Marion Gardens, Bldg. #7), Jersey City, NJ 07306

☐ **PHA Consortia:** (Check box if submitting a Joint PHA Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCV

B. Plan Elements

B.1 **Revision of Existing PHA Plan Elements.**

(a) Have the following PHA Plan elements been revised by the PHA?

Y	N	
☑	☐	Statement of Housing Needs and Strategy for Addressing Housing Needs.
☑	☐	Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.
☑	☐	Financial Resources.
☑	☐	Rent Determination.
☑	☐	Operation and Management.
☐	☑	Grievance Procedures.
☐	☑	Homeownership Programs.
☐	☑	Community Service and Self-Sufficiency Programs.
☐	☑	Safety and Crime Prevention.
☐	☑	Pet Policy.
☑	☐	Asset Management.
☐	☑	Substantial Deviation.
☐	☑	Significant Amendment/Modification.

(b) If the PHA answered yes for any element, describe the revisions for each revised element(s):

	(c) The PHA must submit its Deconcentration Policy for Field Office review.
B.2	**New Activities.** (a) Does the PHA intend to undertake any new activities related to the following in the PHA's applicable Fiscal Year? Y N ☐ ☑ Choice Neighborhoods Grants. ☑ ☐ Modernization or Development. ☑ ☐ Demolition and/or Disposition. ☑ ☐ Designated Housing for Elderly and/or Disabled Families. ☑ ☐ Conversion of Public Housing to Tenant-Based Assistance. ☑ ☐ Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD. ☐ ☑ Homeownership Program under Section 32, 9 or 8(Y) ☐ ☑ Occupancy by Over-Income Families. ☐ ☑ Occupancy by Police Officers. ☐ ☑ Non-Smoking Policies. ☑ ☐ Project-Based Vouchers. ☑ ☐ Units with Approved Vacancies for Modernization. ☑ ☐ Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). (b) If any of these activities are planned for the applicable Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan.
B.3	**Progress Report.** Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan. **See Attachment A and A-1**
B.4	**Capital Improvements.** Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved. **See Attachment C**
B.5	**Most Recent Fiscal Year Audit.** (a) Were there any findings in the most recent FY Audit? Y ☑ N ☐ (b) If yes, please describe: **See Attachment D**
C.	**Other Document and/or Certification Requirements.**
C.1	**Resident Advisory Board (RAB) Comments.** (a) Did the RAB(s) have comments to the PHA Plan? Y ☐ N ☑ (b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.
C.2	**Certification by State or Local Officials.** Form HUD 50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.3	**Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed,* must be submitted by the PHA as an electronic attachment to the PHA Plan.

C.4	**Challenged Elements.** If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. (a) Did the public challenge any elements of the Plan? Y ☐ N ☑ (b) If yes, include Challenged Elements.
C.5	**Troubled PHA.** (a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place? Y ☐ N ☐ N/A ☑ (b) If yes, please describe:

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan.

Public reporting burden for this information collection is estimated to average 5.64 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Form identification: *NJ009-Housing Authority City of Jersey City Form HUD-50075-ST (Form ID - 7016) printed by Luz Santana in HUD Secure Systems/Public Housing Portal at 12/02/2025 11:56AM EST*

Status: Created

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

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 09/30/2027

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

I, **Deja Anderson** (*Official's Name*), the **Director** (*Official's Title*)

certify that the 5-Year PHA Plan for fiscal years **2026-2030** and/or Annual PHA Plan for fiscal year **2026** of the **NJ009 - Housing Authority City of Jersey City** (*PHA Name*) is consistent with the Consolidated Plan or State Consolidated Plan including any applicable fair housing goals or strategies to:

City of Jersey City
Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR Part 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State Consolidated Plan.

The Jersey City Housing Authority's Plan is consistent with the City of Jersey City's Consolidated Plan. Both plans focus on strategies to improve the lives of low income renters by providing decent, safe, and sanitary housing. In alignment, both organizations have identified the need for enhanced community engagement, increased resident self-sufficiency, the creation of a homeownership pipeline, and improvements to the Jersey City Housing Authority's housing portfolio.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

Name of Authorized Official: **Deja Anderson**	Title: **Director**
Signature:	Date:

This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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Form identification: NJ009 - Housing Authority City of Jersey City form HUD-50077-SL (Form ID - 6009) printed by Luz Santana in HUD Secure Systems/Public Housing Portal at 12/02/2025 11:54AM EST

Certifications of Compliance with PHA Plan and Related Regulations ***(Standard, Troubled, HCV-Only, and High Performer PHAs)***	**U.S. Department of Housing and Urban Development** Office of Public and Indian Housing **OMB No. 2577-0226** **Expires 09/30/2027**

PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations including PHA Plan Elements that Have Changed

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year and/or X Annual PHA Plan, hereinafter referred to as "the Plan," of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning 04/2026, in which the PHA receives assistance under 42 U.S.C. 1437f and/or 1437g in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located (24 CFR § 91.2).
2. The Plan contains a signed certification by the appropriate State or local official (form HUD-50077-SL) that the Plan is consistent with the applicable Consolidated Plan, which includes any applicable fair housing goals or strategies, for the PHA's jurisdiction and a description of the way the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the Resident Advisory Board (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the way the Plan addresses these recommendations.
4. The PHA provides assurance as part of this certification that:
   i. The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
   ii. The changes were duly approved by the PHA Board of Directors (or similar governing body); and
   iii. The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours. Where possible, PHAs should make documents available electronically, for public inspection upon request.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment. The PHA ensured all notices and meetings provided effective communication with persons with disabilities and further provided meaningful language access for persons with Limited English Proficiency (LEP).
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Violence Against Women Act (34 U.S.C. § 12291 et seq.), and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of all HUD programs. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, the Violence Against Women Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of all HUD programs.
7. The PHA will affirmatively further fair housing, in compliance with the Fair Housing Act, 24 CFR § 5.150 et seq., 24 CFR § 903.7(o), and 24 CFR § 903.15, which means that it will take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially or ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws (24 CFR § 5.151). Pursuant to 24 CFR § 903.15(c)(2), a PHA's policies should be designed to reduce the concentration of tenants and other assisted persons by race, national origin, and disability. PHA policies should include affirmative steps stated in 24 CFR § 903.15(c)(2)(i) and 24 CFR § 903.15(c)(2)(ii). Furthermore, under 24 CFR § 903.7(o), a PHA must submit a civil rights certification with its Annual and 5-year PHA Plans, except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document. The PHA certifies that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing.
8. For PHA Plans that include a policy for site-based waiting lists:
   - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module and/or its successor system: the Housing Information Portal (HIP) in an accurate, complete and timely manner (as specified in PIH Notice 2011-65);
   - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
   - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
   - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing; and
   - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR 903.7(o)(1).
9. The PHA will comply with the prohibitions against discrimination based on age pursuant to the Age Discrimination Act of 1975.
10. In accordance with the Fair Housing Act, the PHA will not base a determination of eligibility for housing on marital status and will not otherwise discriminate because of sex.
11. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, 'Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped' for people with physical disabilities.

12. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
13. The PHA will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implement the regulations at 49 CFR Part 24 as applicable.
14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
15. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
17. The PHA will keep records in accordance with 2 CFR 200.302 and facilitate an effective audit to determine compliance with program requirements.
18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.
20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
21. All attachments to the Plan have been and will continue to always be available at all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA and, where possible, should be made available for public inspection in an electronic format.
22. The PHA certifies that it is following all applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Housing Authority City of Jersey City
PHA Name

NJ009
PHA Number/HA Code

X Annual PHA Plan for Fiscal Year 2026

_ 5-Year PHA Plan for Fiscal Years 20-20

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802)

Name of Executive Director: **MR Stephen F. Cea**		Name of Board Chairman: **Jeff Dublin**	
Signature: Stephen F. Cea	Date: 12/3/2025	Signature: Jeffrey Dublin	Date: 12/3/25

This information is collected to ensure compliance with PHA Plan, Civil Rights, and related laws and regulations including PHA plan elements that have changed.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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Form identification: *NJ009-Housing Authority City of Jersey City form HUD-50077-ST-HCV-HP (Form ID -1966) for CY 2026 printed by Luz Santana in HUD Secure Systems/Public Housing Portal at 12/02/2025 11:55AM EST*

Status: Created

Annual PHA Plan *(Standard PHAs and Troubled PHAs)*	**U.S. Department of Housing and Urban Development** **Office of Public and Indian Housing**	**OMB No. 2577-0226** **Expires: 9/30/2027**

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services. They also inform HUD, families served by the PHA, and members of the public of the PHA's mission, goals, and objectives for serving the needs of low-, very low-, and extremely low-income families.

Applicability. The Form HUD-50075-ST is to be completed annually by **STANDARD PHAs or TROUBLED PHAs**. PHAs that meet the definition of a High Performer PHA, Small PHA, HCV-Only PHA or Qualified PHA do not need to submit this form. Note: PHAs with zero public housing units must continue to comply with the PHA Plan requirements until they closeout their Section 9 programs (ACC termination).

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

A. PHA Information.

A.1

PHA Name: Housing Authority City of Jersey City **PHA Code:** NJ009
PHA Type: ☑ Standard PHA ☐ Troubled PHA
PHA Plan for Fiscal Year Beginning: (MM/YYYY): 04/2026
PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)
Number of Public Housing (PH) Units 2366 **Number of Housing Choice Vouchers (HCVs)** 5013
Total Combined Units/Vouchers 7379

PHA Plan Submission Type: ☑ Annual Submission ☐ Revised Annual Submission

Public Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA and should make documents available electronically for public inspection upon request. PHAs are strongly encouraged to post complete PHA Plans on their official websites and to provide each resident council with a copy of their PHA Plans.

How the public can access this PHA Plan: The plan is available for review on the JCHA website (www.jerseycityha.org) and hard copies may be reviewed by appointment at any property management office or the JCHA Main office - 400 US Highway 1 (Marion Gardens, Bldg. #7), Jersey City, NJ 07306

☐ **PHA Consortia:** (Check box if submitting a Joint PHA Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCV

B. Plan Elements

B.1 Revision of Existing PHA Plan Elements.

(a) Have the following PHA Plan elements been revised by the PHA?

Y	N	
☑	☐	Statement of Housing Needs and Strategy for Addressing Housing Needs.
☑	☐	Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.
☑	☐	Financial Resources.
☑	☐	Rent Determination.
☑	☐	Operation and Management.
☐	☑	Grievance Procedures.
☐	☑	Homeownership Programs.
☐	☑	Community Service and Self-Sufficiency Programs.
☐	☑	Safety and Crime Prevention.
☐	☑	Pet Policy.
☑	☐	Asset Management.
☐	☑	Substantial Deviation.
☐	☑	Significant Amendment/Modification.

(b) If the PHA answered yes for any element, describe the revisions for each revised element(s):

	(c) The PHA must submit its Deconcentration Policy for Field Office review.
B.2	**New Activities.** (a) Does the PHA intend to undertake any new activities related to the following in the PHA's applicable Fiscal Year? Y N ☐ ☑ Choice Neighborhoods Grants. ☑ ☐ Modernization or Development. ☑ ☐ Demolition and/or Disposition. ☑ ☐ Designated Housing for Elderly and/or Disabled Families. ☑ ☐ Conversion of Public Housing to Tenant-Based Assistance. ☑ ☐ Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD. ☐ ☑ Homeownership Program under Section 32, 9 or 8(Y) ☐ ☑ Occupancy by Over-Income Families. ☐ ☑ Occupancy by Police Officers. ☐ ☑ Non-Smoking Policies. ☑ ☐ Project-Based Vouchers. ☑ ☐ Units with Approved Vacancies for Modernization. ☑ ☐ Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). (b) If any of these activities are planned for the applicable Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan.
B.3	**Progress Report.** Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan. **See Attachment A and A-1**
B.4	**Capital Improvements.** Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved. **See Attachment C**
B.5	**Most Recent Fiscal Year Audit.** (a) Were there any findings in the most recent FY Audit? Y☑ N☐ (b) If yes, please describe: **See Attachment D**
C.	**Other Document and/or Certification Requirements.**
C.1	**Resident Advisory Board (RAB) Comments.** (a) Did the RAB(s) have comments to the PHA Plan? Y☐ N☑ (b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.
C.2	**Certification by State or Local Officials.** Form HUD 50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.3	**Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed,* must be submitted by the PHA as an electronic attachment to the PHA Plan.

C.4	**Challenged Elements.** If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. (a) Did the public challenge any elements of the Plan? Y☐ N☑ (b) If yes, include Challenged Elements.
C.5	**Troubled PHA.** (a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place? Y☐ N☐ N/A☑ (b) If yes, please describe:

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan.

Public reporting burden for this information collection is estimated to average 5.64 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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AGENDA ITEM 8

BOARD MEETING DATE 12-3-2025

RESOLUTION AUTHORIZING APPROVAL OF THE JCHA'S 2026 AGENCY PLAN PURSUANT TO REQUIREMENTS OF THE QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998

WHEREAS, in October 1998, Congress passed the Quality Housing and Work Responsibility Act ("QHWRA"), which requires all Public Housing Agencies to development a Five-Year Strategic and Annual Operating Agency Plan (referred to as the "AGENCY PLAN"); and

WHEREAS, the JCHA is required by QHWRA and HUD regulations to review its Agency Plan each year and to submit an updated Plan to HUD seventy-five (75) days prior to the beginning of the fiscal year or no later than January 16, 2026; and

WHEREAS, the JCHA conducted one meeting on September 23, 2025, with the Resident Advisory Board (RAB) constituted for the JCHA 2025 Agency Annual Plan process and, at those meetings, provided information about and discussed the JCHA 2025 Annual Plan, including the upcoming operating and capital fund budgets, proposed revitalization activities and plans, revisions to the Admission and Continued Occupancy Policy, and revisions to the Housing Choice Voucher Program Administrative Plan; and

WHEREAS, the JCHA made available copies of the draft 2026 Annual Agency Plan containing proposed revisions on its website, at each Asset Management Property office and the JCHA main office, and to Resident Leadership at each site in preparation for the 45-day public comment period running from September 23, 2025 to November 10, 2025; and

WHEREAS, the JCHA provided notice informing the public that the information would be available for review and inspection during the public comment period, and that a public hearing would take place on the plan on September 23, 2025, at Curries Woods Community Revitalization Center located at 65-67 Ruby Brown Place, Jersey City, NJ 07305; and

WHEREAS, the JCHA held a public hearing on November 10, 2025, to discuss the public comments received during the 45-day public comment period, and no comments were received from the Resident Advisory Board (RAB); and

WHEREAS, the Agency Plan must also be consistent with the Consolidated Plan of the City of Jersey City and the JCHA has consulted with City officials accordingly; and

WHEREAS, no Certificate of Funds is needed to approve this Resolution.

NOW THEREFORE BE IT RESOLVED that the JCHA Board of Commissioners authorizes the adoption of the 2026 Agency Plan, subject to Legal Counsel Opinion and HUD review and approval.

DATED: December 3, 2025

COMMISSIONER	Motion	2nd	AYE	NAY	Absent	Abstention
D. Brown		✓	✓			
B. Dawson			✓			
A. Herbold			✓			
C. Mullins			✓			
Vacant						
S. Prince			✓			
J. Dublin	✓		✓			

I hereby certify that the hereinabove Resolution accurately memorializes the Resolution of the Board of Commissioners of the Housing Authority of the City of Jersey City as presented at its meeting of December 3, 2025, in the presence of a legally binding quorum.

Stephen Cea
Executive Director/Secretary

SEAL