ADMISSION & CONTINUED OCCUPANCY POLICY

(ACOP)

Jersey City Housing Authority

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

TABLE OF CONTENTS

CHAPTER 1: OVERVIEW OF THE PROGRAM AND PLAN **7**
- **1.1 MISSION STATEMENT** 7
- **1.2 OVERVIEW AND PURPOSE OF THE POLICY** 7
- **1.3 CONTENTS OF THE POLICY** 7
- **1.4 UPDATING THE POLICY** 8

CHAPTER 2: FAIR HOUSING, EQUAL OPPORTUNITY & DOMESTIC VIOLENCE PROTECTIONS **9**
- **2.1 OVERVIEW** 9
- **2.2 NONDISCRIMINATION** 10
- **2.3 DISCRIMINATION COMPLAINTS** 10
- **2.4 AFFIRMATIVE MARKETING** 11
- **2.5 LIMITED ENGLISH PROFICIENCY** 11

CHAPTER 3: REASONABLE ACCOMMODATION POLICY **12**
- **3.1 OVERVIEW** 12
- **3.2 LEGAL AUTHORITY** 12
- **3.3 CRITERIA** 12
- **3.4 PERSON WITH A DISABILITY** 13
- **3.5 MONITORING AND ENFORCEMENT** 14
- **3.6 REASONABLE ACCOMMODATION** 14
- **3.7 VERIFICATION OF REASONABLE ACCOMMODATION REQUEST** 15
- **3.8 DENIAL OF REASONABLE ACCOMMODATION REQUESTS** 16
- **3.9 SERVICE DOGS AND ASSISTANCE ANIMALS** 16
- **3.10 RIGHT TO APPEAL/GRIEVANCE PROCESS** 17

CHAPTER 4: ELIGIBILITY & SUITABILITY **19**
- **4.1 OVERVIEW** 19
- **4.2 BASIC ELIGIBILITY CRITERIA** 19
- **4.3 SPLIT FAMILIES – WHILE ON THE WAITING LIST** 20
- **4.4 RELINQUISHING AN APPLICATION** 20
- **4.5 LIVE-IN AIDES** 20
- **4.6 INCOME LIMITS** 21
- **4.7 CITIZENSHIP OR IMMIGRATION STATUS** 22
- **4.8 MIXED FAMILIES** 22
- **4.9 INELIGIBLE FAMILIES** 22
- **4.10 TIME FRAME FOR DETERMINATION OF CITIZENSHIP STATUS** 23
- **4.11 SOCIAL SECURITY NUMBERS** 23
- **4.12 PHOTO ID** 24
- **4.13 TIME FRAME TO SUBMIT DOCUMENTS** 24
- **4.14 FAMILY CONSENT TO RELEASE OF INFORMATION** 24
- **4.15 APPLICANT SCREENING CRITERIA** 25
- **4.16 CONSIDERATION OF CIRCUMSTANCES** 26
- **4.17 REQUIRED DENIAL OF ASSISTANCE** 28
- **4.18 DENIAL OF ASSISTANCE** 29
- **4.19 CONSIDERATION OF CIRCUMSTANCES** 30

4.20 INFORMAL REVIEW 30

CHAPTER 5: APPLICATIONS, WAITING LIST & APPLICANT SELECTION **32**
5.1 OVERVIEW 32
5.2 APPLYING FOR ASSISTANCE 32
5.3 APPLICATION PROCESSING 32
5.4 PLACEMENT ON THE WAITING LIST 34
5.5 PREFERENCES 35
5.6 CLOSING AND OPENING THE WAITING LIST 38
5.7 REPORTING CHANGES IN FAMILY CIRCUMSTANCES 39
5.8 REINSTATEMENT TO THE WAITING LIST 39
5.9 APPLICANT PORTAL 40

CHAPTER 6: OCCUPANCY STANDARDS & APARTMENT OFFERS **41**
6.1 OVERVIEW 41
6.2 DETERMINING APARTMENT SIZE 41
6.3 LIVING STANDARDS 41
6.4 VERIFICATION PROCEDURE 43
6.5. PROCESSING APARTMENT OFFERS 44
6.6. GOOD CAUSE FOR APARTMENT REFUSAL 45
6.7. LEASING & INITIAL OCCUPANCY 46

CHAPTER 7: INCOME AND ADJUSTED INCOME **47**
7.1 OVERVIEW 47
7.2 ANNUAL INCOME 47
7.3 ANNUAL INCOME INCLUDES 47
7.4 ANNUAL INCOME EXCLUSIONS 50
7.5 DEDUCTIONS FROM ANNUAL INCOME 54
7.6 EARNED INCOME DISALLOWANCE 56
7.7 HOUSEHOLD COMPOSITION AND INCOME 56
7.8 TEMPORARILY ABSENT FAMILY MEMBERS AND INCOME 57
7.9 ABSENT STUDENTS 57
7.10 ABSENCES DUE TO PLACEMENT IN FOSTER CARE 57
7.11 INDIVIDUALS ABSENT FOR MEDICAL REASONS 57
7.12 SEASONAL OR IRREGULAR INCOME 57
7.13 SELF-EMPLOYED/BUSINESS OWNER'S INCOME 59

CHAPTER 8: RENT **61**
8.1 FAMILY CHOICE IN RENTS 61
8.2 INCOME BASED RENT CALCULATION 61
8.3 RESIDENT RENT AND UTILITIES 61
8.4 MINIMUM RENT 62
8.5 FLAT RENT 63
8.6 CHOICE OF RENT 65
8.7 RENTS AND MIXED FAMILIES 65
8.8 RENT PAYMENTS 67
8.9 REPAYMENT AGREEMENTS 67

CHAPTER 9: VERIFICATION **69**

9.1 INCOME VERIFICATION 69
9.2 VERIFICATION OF SOCIAL SECURITY NUMBERS 69
9.3 REQUIRED CONSENT – AUTHORIZATION FORMS 70
9.4 REQUIREMENT FOR 3RD PARTY VERIFICATION 70
9.5 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS 71
9.6 VERIFICATION OF INCOME 72
9.7 SELF-EMPLOYED / BUSINESS OWNERS INCOME VERIFICATION 72
9.8 AVAILABLE EIV/UIV/IVT METHODS OF VERIFICATION 72
9.9 TIMING OF VERIFICATION 75
9.10 FREQUENCY OF OBTAINING VERIFICATION 75

CHAPTER 10: LEASING **76**
10.1 GENERAL LEASING POLICIES 76
10.2 LEASE EXECUTION 76
10.3 "LIVE HERE – LEASE HERE" POLICY 77
10.4 LEASE RENEWAL 77
10.5 MODIFICATIONS TO THE LEASE 77
10.6 SECURITY DEPOSITS 78
10.7 MAINTENANCE CHARGES AND DAMAGES 78
10.8 WINDOW GUARD POLICY 79
10.9 SATELLITE DISH POLICY 80
10.10 PEST CONTROL ACTIVITIES 80
10.11 APARTMENT PAINTING POLICY 80
10.12 SMOKE FREE POLICY 82
10.13 PARKING POLICY 82
10.14 LOCK/KEY POLICY 85

CHAPTER 11: UTILITIES **86**
11.1 OVERVIEW 86
11.2. EXCESS UTILITY CHARGES 86
11.3 REQUESTS FOR RELIEF FROM UTILITY CHARGES 87
11.4 INSTALLATION OF APPLIANCES 88

CHAPTER 12: CONTINUED OCCUPANCY **89**
12.1 ELIGIBILITY FOR CONTINUED OCCUPANCY 89
12.2 REGULAR RECERTIFICATION 89
12.3 MISSED APPOINTMENTS/LATE RECERTIFICATION 90
12.4 RECERTIFICATION FOR FAMILIES PAYING FLAT RENT 91
12.5 CRIMINAL RECORD CHECK – CONTINUED OCCUPANCY 91
12.6 CHANGE IN HEAD OF HOUSEHOLD 92
12.7 ADDITIONS TO THE HOUSEHOLD 92
12.8 REMOVING A MEMBER OF THE HOUSEHOLD 94
12.9 DEPARTURE OF A FAMILY OR HOUSEHOLD MEMBER 95
12.10 INTERIM RECERTIFICATIONS 95
12.11 SPECIAL RECERTIFICATIONS 96
12.12 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL RECERTIFICATIONS 96
12.13 OVER-INCOME TENANTS 96
12.14 INCOME DISCREPANCY REPORTS (IDRs) 97

CHAPTER 13: INSPECTIONS **99**
13.1 OVERVIEW 99
13.2 RESIDENT RESPONSIBILITIES 99
13.3 TYPES OF INSPECTIONS 100
13.4 MOVE-IN INSPECTIONS 100
13.5 MOVE-OUT INSPECTIONS 100
13.6 ANNUAL INSPECTIONS 101
13.7 QUALITY CONTROL INSPECTIONS 101
13.8 HOUSEKEEPING INSPECTIONS 101
13.9 SPECIAL INSPECTIONS 102
13.10 HUD INSPECTIONS 102
13.11 OTHER INSPECTIONS 102
13.12 LEAD-BASED PAINT INSPECTIONS 102

CHAPTER 14: TRANSFERS **103**
14.1 OVERVIEW 103
14.2 CATEGORIES OF TRANSFERS 103
14.3 ACCOMMODATION OF FAMILIES WITH DISABILITIES 104
14.4 BASIC ELIGIBILITY REQUIREMENTS 105
14.5 SITE-BASED TRANSFER LISTS 106
14.6 NEW ADMISSIONS –INTER-SITE TRANSFERS 106
14.7 TRANSFER REVIEWS AND RESIDENT NOTIFICATION 107
14.8 PRIORITIES FOR TRANSFER CONSIDERATION 107
14.9 MOVING REQUIREMENTS AND TIMELINESS 108
14.10 TRANSFER OFFER REJECTIONS 109
14.11 MOVING COSTS 109
14.12 JCHA TRANSFER RIGHTS 109

CHAPTER 15: COMMUNITY SERVICE **110**
15.1 OVERVIEW 110
15.2 RESIDENT REQUIREMENTS 110
15.3 ELIGIBLE ACTIVITIES 111
15.4 PROCESS 112
15.5 NON-COMPLIANCE 112

CHAPTER 16: PETS **114**
16.1 INTRODUCTION 114
16.2. APPROVAL 114
16.3. OWNERSHIP FEE 114
16.4. ALLOWED PETS 114
16.5. PET REGISTRATION 115
16.6. REVOCATION OF PERMISSION TO HOUSE A PET 115
16.7. LEASE VIOLATION 115

CHAPTER 17 RENTAL OF COMMUNITY FACILITIES POLICY **116**
17.1 INTRODUCTION 116
17.2 USE OF THE COMMUNITY ROOM FACILITY 116
17.3 FEE 117
17.4 RESIDENT RESPONSIBILITIES 119

17.5 JCHA RESPONSIBILITIES 119

CHAPTER 18: LEASE TERMINATIONS **120**
18.1 TERMINATION BY RESIDENT 120
18.2 TERMINATION BY JCHA FOR CAUSE 120
18.3 TERMINATION BY JCHA FOR RELOCATION 121
18.4 "ONE STRIKE YOU'RE OUT" POLICY 121
18.5 REAL ESTATE ASSESSMENT CENTER'S ENTERPRISE INCOME VERIFICATION (EIV) DEBTS OWED AND TERMINATIONS MODULE (DOTM) 128
18.6 PROTECTING DUE PROCESS RIGHTS 128
18.7 NOTICES 129
18.8 LEGAL FEES 130
18.9 ABANDONMENT 130
18.10 NOTICE TO RESIDENT HOUSEHOLD PRIOR TO DISPOSITION 130
18.11 STORING ABANDONED PROPERTY 131
18.12 CONDITION UNDER WHICH PROPERTY IS CONSIDERED ABANDONED 131
18.13 OPTIONS FOR DISPOSAL OF PROPERTY 131
18.14 RETURN OF SECURITY DEPOSIT 132

CHAPTER 19: VIOLENCE AGAINST WOMEN ACT (VAWA) **133**
19.1 VIOLENCE AGAINST WOMEN ACT (VAWA) 133
19.2 DENYING ASSISTANCE TO DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING VICTIMS 133
19.3 TERMINATING ASSISTANCE OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING VICTIMS AND OFFENDERS 133
19.4 VICTIM DOCUMENTATION 134
19.5 EMERGENCY TRANSFERS FOR VICTIMS 135
19.6 VICTIM PROTECTIONS 135

CHAPTER 20: GRIEVANCE PROCEDURE **137**
20.1 RIGHT TO A HEARING 137
20.2. DEFINITIONS 137
20.3. PROCEDURES PRIOR TO A HEARING 138
20.4. PROCEDURES TO OBTAIN A HEARING 138
20.5. SELECTION OF A HEARING OFFICER 138
20.6. FAILURE TO REQUEST A HEARING 138
20.7. HEARING PREREQUISITE 139
20.8. ESCROW DEPOSIT 139
20.9. SCHEDULING OF HEARINGS 139
20.10. PROCEDURES GOVERNING THE HEARING 139
20.11. INFORMAL HEARING PROCEDURES FOR DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS 140
20.12. DECISION OF THE HEARING OFFICER 141
20.13: Remote Hearings 141

CHAPTER 21: MIXED–FINANCE DEVELOPMENTS **147**
21.1. INTRODUCTION 147
21.2. APPLICANT SELECTION AND ASSIGNMENT 147
21.3. LOCAL PREFERENCES 149

21.4. ELIGIBILITY AND OCCUPANCY STANDARDS 149
21.5. LEASING AND RENT 150
21.6. TERMINATION OF TENANCY AND GRIEVANCE PROCEDURE 150

GLOSSARY **151**
Lease Agreement **160**

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

JCHA will consider the following four factors to ensure meaningful access to its programs for situations in which the size of the language group meets the minimum Federal Register chart:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee;
2. The frequency with which LEP persons come in contact with the program;
3. The nature and importance of the program, activity, or service provided by the program to people's lives; and
4. The resources available and related costs.

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.

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.

[5] 24 C.F.R. § 9.131 (a) (b) (c)

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

4. 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.

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.

[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.

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.

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
- Residents 62 years of age and older as of 1/31/10;
- Individuals who have previously disclosed a valid SSN.

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

4.14 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-9886, 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**]

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.
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.

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 will 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., evidence of rehabilitation, or long-term abstinence from criminal conduct.

Federal law gives the JCHA the right to deny occupancy of a person who engages in acts of domestic violence, dating violence and 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

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.

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, after a family is determined presumptively eligible i.e., financial, rent credit history, citizenship and landlord verification are completed. A criminal background check and a State Sex Offender Registration verification will be requested on each member of the applicant's household to the extent allowed by state and local law.

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 will deny admission. After expiration of the three (3) year period, the JCHA may require, as a condition of admission, evidence sufficient to ensure that the individual or individuals in the applicant's household who engaged in the criminal activity for which the denial was made, have not engaged in any criminal activity during the three (3) year period.
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.

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.

4.16.3 DRUG-RELATED EVICTIONS

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, unless the applicants have successfully completed a Rehabilitation Program.

4.17 REQUIRED DENIAL OF ASSISTANCE

According to HUD regulation, the JCHA must reject an applicant on evidence of any of the following:

Criminal Conduct: 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 "One Strike" Policy.)

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.

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.

Eviction: 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 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. [4]

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.

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)]**

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;

[4] 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.

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.

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. 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 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.

4.20.3 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.

4.20.4 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 at all JCHA locations where applications are accepted. See Chapter 21 for information pertaining to mixed finance developments.

Any applicant can be placed on the waiting list for any JCHA site. 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 Section 8 waiting list is open when a person applies for Public Housing, the JCHA will offer the applicant the opportunity to 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 a written or on-line application. Application forms for conventional public housing are available for pickup at the Central Office which is located at 400 U.S Highway #1 (Marion Gardens), and all JCHA site offices. See Section 21.0 for information pertaining to mixed finance developments.

Forms will also be mailed to applicants in response to requests made by mail or telephone. In order for the JCHA to determine whether a family meets the conditions for admission, the written application must be signed by a responsible member of the family who will be the Head of Household and who is at least 18 years old and legally competent, and contain all the requested data and information. Incomplete applications will be returned to the applicant with notations pointing out the missing information. Formal dates of application receipt will only be given to complete applications.

- All applications are stamped with the date and time received unless a computerized random selection method is used in which 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.

- 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 HUD Notice PIH-2017-08, applicants claiming to be or have been a victim of domestic violence, dating violence or stalking 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.

- A JCHA employee will assist all applicants with disabilities who require a reasonable accommodation in completing an application. A reasonable accommodation might be in the form of reading and explaining material normally handed to an applicant to be read or filled out. Or, applicants may furnish an interpreter who can explain the application process. Telecommunications Relay Services for individuals who are deaf or hard of hearing is available by calling 711.

- 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 will be notified in writing by the JCHA within approximately sixty (60) days of receipt of the application, of the determination and the approximate waiting time prior to a prospective offer of occupancy. The applicant will also be notified of the date and time of 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 in writing by the JCHA within approximately sixty (60) days of receipt of the application, 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. These applicants are not denied, however, the opportunity to file a new application should the circumstances for which they were denied admission change.

- 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 ***should***, however, select at least one site. If an applicant does not express a preference for a particular site or sites, his/her name will be placed on one site randomly selected by the JCHA***.***

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 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.

Site-based waiting lists for mixed-finance sites will be maintained at the individual sites. When the applicant becomes the next to 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 a "good cause", that is, a reason acceptable to the JCHA, he or she will be given 1 additional offer his/her name will be moved to

the bottom of the waiting list for that site and will remain on the waiting lists for all other sites chosen by the applicant. Good cause includes reasons related to health, proximity to work, school, and childcare for those working or going to school, 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 a "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 they 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 are responsible for ensuring that all selections based on Local Preferences are done fairly and within the general parameters of the provisions of the 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**.**

- "Working Family" is defined as: employment is principal source of income for the Head of Household ("Head") or Spouse (this criteria demonstration of stable employment for at least the past six [6] months) with a minimum 15 hour work week), or; Head or Spouse is 62 years or older[7], or; Head or Spouse receives any of the following: Social Security Disability benefits, Supplemental Security Income (SSI) Disability benefits, or Temporary Unemployment benefits or other benefits based on inability to work, or; Head or Spouse is currently in a self-sufficiency or job training program or meets equivalent standards of economic self-sufficiency.

- "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 follow the below preferences:

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

[7] Included under "Working" Preference, in accordance with HUD regulations, in order not to deny the Preference to families and individuals for whom employment cannot be their primary source of income due to age or disability.

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 the combination of those families meeting the Working Family 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.

Dwight Street Homes Two-Family Homeownership Program

Income Targeting: Working 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 or the federal definition of working family.
- 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 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.
- 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 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.

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

The JCHA closed most of the conventional Public Housing waiting lists effective on August 12, 2018 with two exceptions: the waiting lists for Berry Gardens, elderly designated buildings, and the waiting list for the Dwight Street Homes Homeownership Program remain open.

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 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 their 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://jerseycityha.myhousing.com/Account/Login.

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 year of age may share a bedroom.

- Children of the same sex may share a bedroom, regardless of relationship.

- Parents will have separate bedrooms from their children. A single head of household parent will not be required to share a bedroom with his/her children.

- 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: Verification of savings and checking accounts from banks and savings and loan institutions, newspaper stock quotes, local government assessed values, tax returns, etc. are acceptable evidence of assets.

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; 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 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. Annual income includes all net income from assets, exclusive of income that is temporary, nonrecurring, or sporadic as defined below, or is specifically excluded from income by other federal statute.

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 $5,000. If the family submits such a declaration, the JCHA does not need to request supporting documentation. Where the family has net family assets in excess of $5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate **of 0.81%,** as determined annually by the JCHA and in compliance with HUD regulations.

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 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 $5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate. 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.)

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. 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 paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

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

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.

B. Elderly/Disabled Household – an exemption of $400 per household

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 three percent of annual income.

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 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: 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.

7.6 EARNED INCOME DISALLOWANCE

Income from new employment for any adult household member will be excluded from total household income for the purposes of determining rent as follows: **[24 CFR 960.255**]

- In the first 12 months, the amount excluded from income is 100% of the amount by which the new earned income exceeds the former income.

- After the first 12 months, the amount excluded is 50% of the amount by which the new earned income exceeds the former income, before the 100% exclusion, for one additional year (12 months)

This only applies if the newly employed resident has not worked during the previous 12 months or more or was underemployed (i.e. working 10 hours/week or less) for 50 weeks at minimum wage during the previous 12 months or the newly employed resident has been receiving TANF for the previous 6 months or a resident's employment income increased due to participation in an approved self-sufficiency program. Each adult member is only allowed one Income Exclusion period.

The new regulatory provisions, under PIH 2016-05 (HA), limit to 24 straight months the time period during which a family member is eligible to receive the benefit of the earned income disregard. For residents who fail to report an increase in earned income, the JCHA will count that period of time toward the exclusion period.

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 and 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 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.

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 child care, 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 be 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 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 the 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 for JCHA's jurisdiction
- 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		***$1306***	***$1509***	***$1877***	***$2036***	***$2347***	***$2667***
Booker T. Washington		***$1349***	***$1566***	***$1948***	***$2124***		
Hudson Gardens		***$1349***	***$1566***	***$1948***	***$2124***		
Holland Gardens		***$1349***	***$1566***	***$1948***	***$2124***		
Curries Woods Townhomes			***$1450***	***$1803***	***$1946***		
Curries Woods 3 New Heckman Drive		***$1349***	***$1566***	***$1948***			
Berry Gardens 72/82 Danforth Ave	***$1197***	***$1294***					
Berry Gardens 92 Danforth & 199 Ocean Ave.	***$1240***	***$1349***	***$1566***				
Thomas J. Stewart Apartments	***$1197***	***$1294***					
Dwight Street Homes				***$1797***	***$1941***		

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.

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.

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.

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

Applicants and residents are required to disclose the complete and accurate Social Security Number (SSN) assigned to each member of the household and to provide documentation to verify each SSN. In the event that the individual has not been assigned an SSN, the household member or guardian must execute a certification that states the household member was not issued an SSN.

- The documentation necessary to verify the SSN is a valid Social Security card issued by the Social Security Administration

If the applicant and/or household member is unable to provide the requested documentation, the JCHA will ask them to call the Social Security Administration (SSA) at (800)772-1213 to request a current benefit verification letter. The request can also be made at www.ssa.gov.

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 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)

The HUD Forms 9886 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 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.

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.

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**	**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)

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 60 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 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.

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 sixty (60) 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. One Strike 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

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).

"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

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to one month's rent. The Resident Household may not use the security deposit to pay rent or other charges or make any withdrawals for any reason while occupying the unit. No refund of the security deposit will be made until after the Resident Household has vacated the unit and turned in the keys and the Manager or designee has inspected it on the JCHA's behalf.

The security deposit will be returned, with interest if any, to the Resident Household within 30 days of vacating the unit, less any deductions for damages and/or fees, so long as a forwarding address is provided.

In the case of a move within public housing, the security deposit will be refunded to the resident and the resident will pay a new security deposit in the new unit that is equal to the amount paid on the old unit. If a new Head of Household is made, other than the spouse or co-head, as in a "split" or former Head deceases, etc., the new Head will pay an amount equal to one month's rent for the unit.

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 apartment walls, ceilings, closets, doors, and window & door trim must be painted once every three (3) years. The Head of Household must inform the Asset Manager when ALL of 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 avoiding 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 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.)	$150.00
1 (one) Bedroom	$200.00
2 (two) Bedrooms	$250.00
3 (three) Bedrooms	$300.00
4 (four) Bedrooms	$350.00
5 (five) Bedrooms	$400.00
6 (six) Bedrooms	$450.00

JCHA residents residing in a Senior and/or Disabled Designated Buildings, and elderly, single residents residing in a family site can be reimbursed per room, specifically $50.00 per room painted as long as all other requirements are met and approved by the Asset Manager. Reimbursement will be provided in the form of a check and will be issued only once within a three (3) year period per household. After this initial process, the Head of Household is not eligible for a paint reimbursement for 3 years.

As a general practice, the JCHA will either paint the unit upon occupancy or provide paint for the resident 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 of 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.

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 includes cigarettes, cigars, pipes, and water pipes (hookahs).

The Asset Manager will investigate complaints of 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.

The JCHA will not seek to terminate the residency of any tenant due solely to their physician-approved use of medical marijuana. However, the Smoke Free Policy herein prohibits smoking in each of the above-stated locations at JCHA public housing properties. Therefore, in order to be in compliance with this Policy, medical marijuana must be consumed in a form other than smoking. These tenants should also have the appropriate statutory licensure and a patient ID card from the NJ Dept. of Health in their possession, pursuant to the applicable NJ statutory law and any other applicable regulation.

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 temporary license plates, dealer plates, or temporary registration and/or insurance cards.

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 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 for locks to be changed and will be responsible to pay for this service.

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.

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 rental amount 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.

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 all 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.

The new Head of Household will be required to pay a Security Deposit of one month's rent. This does not apply if the existing Head of Household is transferring or moving into another unit as the Head of Household.

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. 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.

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. The rent will increase if the income increases by $200 or more per month or at least $2,400 annually upon a 30-day notice of rent change. *(Note: during the regular recertification period, any amount of increase in income will result in a rent increase).*

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.

If the existing Head of Household or adult members report zero income, the JCHA will run a credit report for the household. 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.

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 TENANTS

On July 26, 2018, HUD published Section 103 of the Housing Opportunity Through Modernization Act of 2016 (HOTMA) which places an income limitation on public housing tenants. Effective March 2019, the law requires that after a family's income has exceeded the over income limit for two consecutive years, the PHA must either:

1. Terminate the family's tenancy within 6 months of the second income determination; or

2. Charge the family a monthly rent equal to the greater of the:
   - Applicable Fair Market Rent; or
   - Amount of monthly subsidy for the unit, including amounts from the operating and capital fund, as determined by regulations.

HUD has defined over-income families as families whose household income is more than 120% of the area median income (AMI).

The JCHA must provide written notice to any family whose household income is determined at any annual or interim reexamination to exceed the over-income limit that if the family's household income exceeds the over-income limit for two consecutive years, the family will pay a HUD-mandated rental amount that will be the greater of: 1) the applicable fair market rent, as published by HUD, for the unit size leased or 2) the amount of subsidy for the unit including amounts from the operating and capital fund as determined by regulations (Note that the regulations have not yet been enacted.)

If, one year after the initial determination that a family's household income exceeds the over-income limit, the family's income continues to exceed the over-income limit, the JCHA will provide written notice that the income has exceeded the over-income limit for one year, and that if the family's income continues to exceed the over-income limit for the next twelve (12) consecutive months, the family will be subject to a higher rent or termination of tenancy.

If, through an annual or interim reexamination during the two-year period, the JCHA determines that a previously over-income family has income that is then below the over-income limit, the family is no longer subject to these over-income provisions. The family will be entitled to a new two-year grace period to determine if the family's income once again exceeds the over-income limit during the following year.

If the JCHA terminates an over-income family's lease due to these over-income limit provisions, such termination will occur within 90 days of the determination that such termination must occur. JCHA will provide the family written notice of the termination no less than thirty days prior to the effective date of the termination of the lease; and such effective date shall be no more than 120 days after of the second income determination.

The JCHA must submit a report annually to HUD with the number of families residing in public housing with incomes exceeding the over-income limit and the number of families on the waiting lists for admission to its public housing program.

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: INSPECTIONS

13.1 OVERVIEW

A vigorous physical inspection system of Public Housing sites has been put in place by the U.S. Department of Housing and Urban Development (HUD) which includes:

- A computerized system that is being used at every Housing Authority in the nation by inspectors hired by HUD who randomly inspect apartments, basements and other common areas, mechanical systems and grounds at every Public Housing community.
- Inspection standards which are much higher than local and State codes and regulations that have previously determined what is "acceptable".

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 of their security deposit forfeited due to 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 security deposit 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 "One Strike and You're Out" 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 and the need in writing. The Asset Manager will request a "Disability Verification" which the resident can obtain from his/her doctor.

Once the Asset Manager has received the "disability verification" from the doctor, 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 $400 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, Security Deposit, 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) the household's status as a "working family" and/or 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 portion of the security deposit for the current apartment to be applied to apartment damages and pay the difference in rent and/or security deposit 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 security deposits, 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. 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 (k)(1);1382c), and who certifies that because of this disability she or he is unable to comply with the service provisions of this requirement or 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.

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.

PHAs that administer a ROSS or Family Self-Sufficiency Program may wish to engage a program coordinating committee in this endeavor. 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.

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.

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;

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.

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 "ONE STRIKE YOU'RE OUT" POLICY

1. JCHA shall make its One Strike 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 One Strike Policy available upon request.
2. JCHA shall provide a copy of the One Strike Policy to residents upon move-in and, again, during annual recertification. Upon signing the lease and as a condition thereof, residents must read the One Strike Policy 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 One Strike and, as a condition of the lease, promises to comply with its terms.

3. JCHA shall provide residents with and maintain uniform procedures for implementing One Strike. 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 about site arrests via e-mail. The Asset Manager will request the arrest report from the Compliance/Legal Assistant. The Asset Manager (AM) reviews the report and based on the charges does one of the following: (1) to take no further action; (2) to send a notice to cease; or (3) to contact In-House Counsel (IHC) to issue a Notice of Termination. The Notice of Termination gives the resident ten (10) business days to request a meeting to discuss the Notice. It informs them of the right to seek legal representation, bring witnesses to the meeting and to review documents in their file at their expense.

4. If the resident requests a meeting, then the IHC schedules a meeting with the resident and AM at the central office or the site's management office. Upon the IHC's review of all facts, documents, and discussion at the meeting, the IHC issues a summary letter to the resident. A copy of the letter goes to the AM. After the meeting, the case will get resolved in court. Court action subsequently follows in one of three ways: (1) no further action; (2) stipulation agreement; or (3) termination of tenancy/eviction. Under the third route, the Tenancy Court decides the case with a judgment of possession. The Asset Manager must notify the local post office that the individual or family no longer resides there.

5. 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.

6. JCHA shall pursue evictions under One Strike based on egregious crimes committed by juveniles, as permitted by law.

7. If a resident has been evicted based on a One Strike 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.

8. 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;

9. 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 One Strike:

    - 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)

10. The following guidelines shall serve as 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, 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 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 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 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.

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 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.

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 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

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 One Strike 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 One Strike 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 One Strike violations from the unit for two years.

11. 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 which thereby violates the existing stipulation agreement. If JCHA has executed a stipulation agreement for a violation of One Strike, then JCHA may offer an informal grievance hearing to resolve the lease violation if it is not another One Strike violation.

12. 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)***

13. The Grandparent Clause is an exception to JCHA's One Strike. 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.

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. 14-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

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.

18.10 NOTICE TO RESIDENT HOUSEHOLD PRIOR TO DISPOSITION

i. 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.

ii. 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 not covered by the security deposit. 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.

18.14 RETURN OF SECURITY DEPOSIT

Each Resident Household agrees to pay an amount equal to one month's rent as a security deposit (i.e. the Resident's portion of one month's rent). However, residents who have security on deposit with the JCHA in the amount of $25.00 or $50.00 as of January 2002 will not be required to supply the JCHA with additional security.

Security Deposits are placed in interest-bearing accounts as follows

For Dwight Street Homes:	Provident Bank 1553 Kennedy Boulevard Jersey City, New Jersey 07305
For all other public housing developments:	Provident Bank 1553 Kennedy Boulevard Jersey City, New Jersey 07305

See Chapter 21 for information pertaining to mixed finance developments.

The JCHA will use the Security Deposit at the termination of a Lease Agreement to pay the cost of any rent or other charges owed by the Resident at the termination of the Lease Agreement or to reimburse the cost of repairing any intentional or negligent damages to the apartment caused by the Resident Household of others under the Resident's control.

The JCHA does not allow a Resident Household to use the Security Deposit to pay rent or other charges while the Household occupies the apartment.

Upon notification in writing to the JCHA of the Resident's intention to move out, the JCHA will schedule a move-out inspection with the Resident. A written inspection report will be generated, signed by both the Resident and the JCHA. Any damages to the apartment beyond normal wear and tear will be noted. The JCHA will return the Security Deposit, together with interest, if any, and an itemization of any deductions taken to the Resident Household within 30 days after the Household moves, out, so long as the Resident furnishes the JCHA with a forwarding address or contacts the JCHA.

In the case of a Resident "skipping out" or being locked out by court order, the JCHA will conduct the move-out inspection within 3 days of knowledge of skip out or removal of resident's belongings from the apartment.

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 One Strike 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. 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.

20.13: 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[8]. 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.

[8] See also Lau v. Nichols, 414 U.S. 563 (1974)

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[9]. 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 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

9 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.

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 12	Lafayette Village	579 Grand Street
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 One-Strike 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.

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 admission to housing.

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. 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

26. 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**

27. 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**.

28. 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**

29. 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.

30. Disabled Family - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. **24 CFR § 5.403**

31. 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**

32. 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.)

33. 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.

34. Drug – A controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

35. 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**

36. 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.

37. 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
38. 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**

39. Elderly Family - A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. **24 CFR § 5.403**

40. Elderly Person - A person who is at least 62 years of age. **42 USC 1437a (b)(3)**

41. 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**

42. 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.

43. 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.

44. 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.

45. 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.

    The term family also includes: Elderly family, near elderly family, disabled family (Definition #15), 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. 24 CFR §§ 5.403

    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.

46. 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.

47. 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**

48. 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.

49. 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.

50. 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)**

51. 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.

52. Hearing Officer – A person/panel selected in accordance with HUD regulations to hear grievances and render a decision with respect thereto

53. Hearing Panel – a panel selected in accordance with 24 CFR 966.55 to hear grievances and render a decision with respect thereto.

54. 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)

55. 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.

56. 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)

57. 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.

58. 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.
59. 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**

60. 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)**

61. 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.

62. 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 3% of Annual Income. **24 CFR § 5.603**

63. 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”.

64. 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**.

65. Mixed Population Project - means a Public Housing project for elderly and disabled families. JCHA is not required to designate this type of project.

66. Multifamily housing project - For purposes of Section 504, means a project containing five or more dwelling units. **24 CFR § 8.3**

67. 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**

68. Near-elderly family - means a family whose head, spouse, or sole member is a near-elderly person who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. **24 CFR § 5.403**

69. 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)**

70. 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

71. Net Income – Gross income less deductible expenses

72. 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."

73. 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)**

74. Person with disabilities[10] 42 USC 1437a(b)(3) means a person[11] 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;

[10] 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)

[11] A person with disabilities may be a child

Substantially impedes his/her ability to live independently; and,
Is of such nature that such disability could be improved by more suitable housing conditions; or,

c. Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act 42 USC 6001 (5).

75. 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**

76. 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.

77. Premises – The building or complex or development in which the public or assisted housing dwelling apartment is located, including common areas and grounds.

78. 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.

79. 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.

80. Refusal of Housing – An applicant's choice not to accept a JCHA offer of housing without good cause.

81. Rejection for Housing – JCHA's determination not to accept an applicant either because of ineligibility or failing applicant screening.

82. 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.

83. 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.

84. 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**

85. Self-Employed – A person earning income from his/her own business or profession rather than by working for someone else

86. Self-Employed Income – taxable income of a person involved in a sole proprietorship or other sort of freelance work

87. 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.

88. Sexual Assault – Any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks the capacity to consent.

89. 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.83

90. Spouse - Spouse means the husband or wife of the head of the household as designated by the family.

91. 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.

92. 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.**

93. 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

94. 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).**
    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)**

95. 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

96. 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.

97. 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.

98. 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.

99. 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.

100. 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.

101. 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