

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

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**PHA Plan  
5 – Year Plan for Fiscal Years 2020 – 2024  
Annual Plan for Fiscal Year 2023**



**HOUSING AUTHORITY OF THE CITY OF CAMDEN  
CAMDEN, NEW JERSEY**



## ASSET MANAGEMENT DEPARTMENT

### 2022 Timeline for 2023 Annual & 5 Year Plan for 2020-2024

DATE	ACTION	STAFF PERSON
Thursday, June 30, 2022	Department Sections Sent Out	Riley/Department Heads
Friday, August 5, 2022	Department Sections Due Back	Department Heads
Friday, August 12, 2022	Public Notice Posted/Sent to Sites	Riley/Purchasing
Friday, August 12, 2022 thru October 13, 2022	Annual Out for 45 Day Review	Riley
August 15, 2022	RAB Meeting **Exact Date & Location TBA	Riley/Resident Leaders
October 17, 2021	Public Hearing **During HACCC Board Meeting**	Riley
October 18, 2021	Submit Plan **Due on Monday, October 18, 2021**	Riley

**\*\*\*Should timeline change, revisions will be emailed to all affected parties\*\*\***

Wednesday, August 10, 2022/wr



The Housing Authority of the City of Camden's  
PHA 5 Year Plan 2020-2024  
&  
2023 Annual Plan is available for 45-day public review

The review period is from August 12, 2022 through October 13, 2022

The plan can be reviewed at the  
HACC Central Office, located at  
2021 Watson Street, Camden, NJ 08105 or  
At [www.camdenhousing.org](http://www.camdenhousing.org)

All comments/concerns and suggestions must be submitted in writing to:

Housing Authority of the City of Camden  
2021 Watson Street, 2<sup>nd</sup> Floor  
Camden, NJ 08105  
Attention: Wanda Riley, Asset Manager

Comments/concerns or suggestions can be hand-delivered to any of the  
HACC Site Offices no later than October 1, 2022.

A subsequent Public Notice will be published to announce the  
Public Hearing date on the plan.

Thank you,

**MELODY JOHNSON-WILLIAMS**  
Acting Executive Director





**Housing Authority of the City of Camden  
2020 Annual & 2020 – 2024 - 5 Year Plan  
2023 Annual Plan  
Quick Fact Sheet**

Tab 1.....	HUD Form 50075
Tab 2.....	Property Listing
Tab 3.....	Goals & Objectives
Tab 4.....	Operations & Management
Tab 5.....	CSS Community Service & Self Sufficiency
Tab 6.....	Safety Crime Prevention
Tab 7.....	Asset Management
Tab 8.....	ACOP
Tab 9.....	ACOP Changes
Tab 10.....	Lease
Tab 11.....	Smoking Policy
Tab 12.....	Fire Policy
Tab 13.....	One Strike
Tab 14.....	Community Room
Tab 15.....	VAWA
Tab 16.....	Modernization
Tab 17.....	Home/Ownership Project Based Vouchers
Tab 18.....	HCV Administrative Plan



<b>Tab 19.....</b>	<b>Capital Funds</b>
<b>Tab 20.....</b>	<b>Housing Needs</b>
<b>Tab 21.....</b>	<b>Strategies for Housing Needs</b>
<b>Tab 22.....</b>	<b>Progress Goals and Objectives</b>
<b>Tab 23.....</b>	<b>Barring Policy</b>

**Attachment A**

**HUD FORM**

**50075**

**Certifications of Compliance with  
PHA Plan and Related Regulations  
(Standard, Troubled, HCV-Only, and  
High Performer PHAs)**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0226  
Expires 3/31/2024

**PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations  
including PHA Plan Elements that Have Changed**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the \_\_\_ 5-Year and/or \_\_\_ Annual PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning \_\_\_\_\_, in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located (24 CFR § 91.2).
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments (AI) to Fair Housing Choice, or Assessment of Fair Housing (AFH) when applicable, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA provides assurance as part of this certification that:
  - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
  - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
  - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program.
7. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.
8. For PHA Plans that include a policy for site-based waiting lists:
  - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2011-65);



- The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
  - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing; and
  - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR 903.7(o)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
  10. In accordance with 24 CFR § 5.105(a)(2), HUD's Equal Access Rule, the PHA will not make a determination of eligibility for housing based on sexual orientation, gender identify, or marital status and will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing.
  11. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
  12. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
  13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
  14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
  15. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
  16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
  17. The PHA will keep records in accordance with 2 CFR 200.333 and facilitate an effective audit to determine compliance with program requirements.
  18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
  19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.
  20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
  21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
  22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

**HOUSING AUTHORITY OF THE CITY OF CAMDEN**

**NJ010**

PHA Name

PHA Number/HA Code

☒ Annual PHA Plan for Fiscal Year 2023

☐ 5-Year PHA Plan for Fiscal Years 20\_\_ - 20\_\_

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Executive Director: **MELODY JOHNSON-WILLIAMS**

Name Board Chairman: **DEBORAH PERSON-POLK**

Signature



Date

8/1/22

Signature



Date

8/1/2022



**Civil Rights Certification**  
**(Qualified PHAs)**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0226  
Expires 3/31/2024

**Civil Rights Certification**

**Annual Certification and Board Resolution**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the fiscal year beginning \_\_\_\_\_ in which the PHA receives assistance under 42 U.S.C. 1437f and/or 1437g in connection with the mission, goals, and objectives of the public housing agency and implementation thereof:*

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.

**HOUSING AUTHORITY OF THE CITY OF CAMDEN**

**NJ010**

PHA Name

PHA Number/HA Code

I hereby certify that all the statement above, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Executive Director: **MELODY JOHNSON-WILLIAMS**

Name of Board Chairperson: **DEBORAH PERSON-POLK**

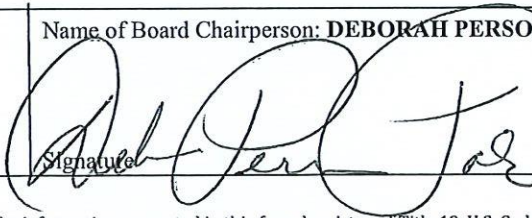
Signature



Date

8/1/2022

Signature



Date

8/1/2022

The United States Department of Housing and Urban Development is authorized to collect the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 *et seq.*, and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. The information is collected to ensure that PHAs carry out applicable civil rights requirements.

Public reporting burden for this information collection is estimated to average 0.16 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Certification by State or Local  
Official of PHA Plans Consistency  
with the Consolidated Plan or  
State Consolidated Plan  
(All PHAs)**

U. S Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0226  
Expires 3/31/2024

**Certification by State or Local Official of PHA Plans  
Consistency with the Consolidated Plan or State Consolidated Plan**

I, VICTOR CARSTARPHEN, the MAYOR OF THE CITY OF CAMDEN  
*Official's Name* *Official's Title*

certify that the 5-Year PHA Plan for fiscal years \_\_\_\_\_ and/or Annual PHA Plan for fiscal  
year 2023 of the HOUSING AUTHORITY OF THE CITY OF CAMDEN is consistent  
with the

*PHA Name*

Consolidated Plan or State Consolidated Plan including the Analysis of Impediments (AI) to Fair  
Housing Choice or Assessment of Fair Housing (AFH) as applicable to the

CITY OF CAMDEN NEW JERSEY

*Local Jurisdiction Name*

pursuant to 24 CFR Part 91 and 24 CFR §§ 903.7(o)(3) and 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or  
State Consolidated Plan.

The PHA Plan of the Housing Authority of the City of Camden encompasses the goals and  
objectives of the city of Camden by expanding community growth by offering quality housing  
choices and proven empowerment programs.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will  
prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official : VICTOR CARSTARPHEN

Title: MAYOR OF THE CITY OF CAMDEN

Signature:

Date:

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S.  
Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information



<b>PHA 5-Year and Annual Plan</b>	<b>U.S. Department of Housing and Urban Development Office of Public and Indian Housing</b>	<b>OMB No. 2577-0226 Expires 8/30/2011</b>
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<b>1.0</b>	<b>PHA Information</b> PHA Name: <u>HOUSING AUTHORITY OF THE CITY OF CAMDEN</u> PHA Code: <u>NJ010</u> PHA Type: <input type="checkbox"/> Small <input type="checkbox"/> High Performing <input checked="" type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>01/2023</u>												
<b>2.0</b>	<b>Inventory</b> (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>1330</u> Number of HCV units: <u>2039</u>												
<b>3.0</b>	<b>Submission Type</b> <input type="checkbox"/> 5-Year and Annual Plan <input checked="" type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only												
<b>4.0</b>	<b>PHA Consortia</b> <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)												
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program <table border="1"> <tr> <th>PH</th> <th>HCV</th> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>	PH	HCV						
PH	HCV												
	PHA 1:												
	PHA 2:												
	PHA 3:												
<b>5.0</b>	<b>5-Year Plan.</b> Complete items 5.1 and 5.2 only at 5-Year Plan update.												
<b>5.1</b>	<b>Mission.</b> State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years:												
<b>5.2</b>	<b>Goals and Objectives.</b> Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.												
<b>6.0</b>	<b>PHA Plan Update</b> (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.												
<b>7.0</b>	<b>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.</b> Include statements related to these programs as applicable.												
<b>8.0</b>	<b>Capital Improvements.</b> Please complete Parts 8.1 through 8.3, as applicable.												
<b>8.1</b>	<b>Capital Fund Program Annual Statement/Performance and Evaluation Report.</b> As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing.												
<b>8.2</b>	<b>Capital Fund Program Five-Year Action Plan.</b> As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.												
<b>8.3</b>	<b>Capital Fund Financing Program (CFFP).</b> <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.												
<b>9.0</b>	<b>Housing Needs.</b> Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.												

9.1	<p><b>Strategy for Addressing Housing Needs.</b> Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. <b>Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</b></p>
10.0	<p><b>Additional Information.</b> Describe the following, as well as any additional information HUD has requested.</p> <ul style="list-style-type: none"> <li>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.</li> <li>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"</li> </ul>
11.0	<p><b>Required Submission for HUD Field Office Review.</b> In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. <b>Note:</b> Faxed copies of these documents will not be accepted by the Field Office.</p> <ul style="list-style-type: none"> <li>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</li> <li>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</li> <li>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</li> <li>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</li> <li>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</li> <li>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</li> <li>(g) Challenged Elements</li> <li>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</li> <li>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</li> </ul>

**Attachment B**

# **PROPERTY LISTING**



# HOUSING AUTHORITY OF THE CITY OF CAMDEN

## AMP LISTING

AMP NUMBER	AMP NAME	NUMBER OF UNITS	MANAGER	ADDRESS	PHONE NUMBER
NJ010000001	Ablett Village	306	Melissa Bovil	307 Ablett Village Camden, NJ 08105	856-968-6140
NJ010000003	Chelton Terrace I	66	Geraldine Taylor	721 Chelton Ave. Camden, NJ 08104	856-614-9521
NJ010000004	Chelton Terrace II	101	Christina Brockington (Ingerman)	699 Ferry Ave. Camden, NJ 08104	856-338-0020
NJ010000008	Roosevelt Manor V	57	Annette Hilton-Davis (Michaels Org.)	677 Tilghman Ave. Camden, NJ 08104	856-203-7566
NJ010000009	Roosevelt Manor IX & X	59	Annette Hilton-Davis (Michaels Org.)	715 Chelton Ave. Camden, NJ 08104	856-966-0660 856-966-0078
NJ010000010	Branch Village/ Roosevelt Manor 2 (RM14)	58	Naimah Holmes (Pennrose)	813 Ferry Ave. Camden, NJ 08104	856-963-3550
NJ010000011	Roosevelt Manor VII	48	Naimah Holmes (Pennrose)	813 Ferry Ave. Camden, NJ 08104	856-963-3550
NJ010000012	Roosevelt Manor XII	47	Naimah Holmes (Pennrose)	813 Ferry Ave. Camden, NJ 08104	856-963-3550
NJ010000013	Baldwin's Run I	78	Marquell Tate (Pennrose)	3195 Westfield Ave. Camden, NJ 08105	856-342-7700
NJ010000014	Carpenter's Hill	30	Cherise Harris (St. Joseph's)	20 Church St Camden, NJ 08105	856-668-8696
NJ010000015	Baldwin's Run II	73	Marquell Tate (Pennrose)	3195 Westfield Ave. Camden, NJ 08105	856-342-7700
NJ010000016	Kennedy Tower	99	Geraldine Taylor	2021 Watson St Camden, NJ 08105	856-968-6130

NJ0100000017	Westfield Tower	103	Geraldine Taylor	3199 Westfield Ave. Camden, NJ 08105	856-968-6127
NJ0100000018	Mickle Tower	104	Geraldine Taylor	200 Mickle Blvd. Camden, NJ 08102	856-968-6134
NJ0100000019	Baldwin's Run Senior	74	Marquell Tate (Pennrose)	3195 Westfield Ave. Camden, NJ 08105	856-342-6500
NJ0100000020	Morgan Village	27	Whitney Womack (Michaels Org.)	2241 Van Buren St Camden, NJ 08104	856-283-6583



**Attachment C**

**GOALS**

**&**

**OBJECTIVES**



# Housing Authority of the City of Camden

Attachment nj010c01

## 5.2 Goals and Objectives

Goal & Objectives
Goal
1.) Forecast Operating Subsidy
2.) Evaluate information for cost cutting decisions:
a.) Prepare a plan that will assist in cost saving measures which should result in a 7 to 10% savings over expense for a 5 year period.
b.) An ongoing goal to try and achieve is for each AMP and the HCVP to be a high Performer.
c.) Meet obligation of each AMP's reserve requirement.
3.) Develop and implement goals and measurements for each AMP to abide by under PHAS IV.
4.) Quality Control forms have been developed for tracking site performance.
5.) Continue to maintain 95% or better PIC reporting rate.
6.) Continue to comply with HUD mandate of 3% vacancy rate at each development.
7.) To continue to improve quality of life issues; enforcing all Federal Regulations equally.
8.) HACC will create additional Non-Profit Foundations, and various LLC's, either as Instrumentalities and/or Affiliates, for and not for profit as needed.
9.) Work to show case and offer development services of the Modernization Department and any other HACC department, as appropriate, for a fee.
10. Increase marketing strategies to increase revenue for HACC and its various affiliates and instrumentalities.
11. Expand the HACC's Green Initiative and look into Solar Farms Development.
12. Continue to upgrade Information Technology infrastructure.
13. Expand services delivered to the high-risk youth, through promotion of parental involvement thru program allocations. Continue to seek funding sources.
14. HACC will work to continue to apply for Federal and Non-Federal Grants.
15. Improve PHAS score

16. Improve SEMAP score
17. Increase customer satisfaction. Possibly hire third-party company to perform customer service assessments.
18. HACC will concentrate on efforts to improve specific and/or all management functions.
19. Renovate or modernize public housing units.
20. Homeownership opportunities
21. Implement measures to deconcentrate poverty by Income Tiering.
22. Implement public housing security improvements as needed and as appropriate.
23. Work with Local Union on Youth Build Apprentice program.
24. Provide and promote supportive services to increase independence for the elderly or families with disabilities so that they can age in place. Make the Adult Daycare Program operational.
25. Undertake affirmative measures to ensure access to assisted housing, suitable living environment regardless of race, color, religion, national origin, sex, family status.
26. Create new ways to increase revenue for the HACC. The HACC has started with the Resident Initiatives Department contracting with Vesta Management to provide case management services.
27. Create policies that will assist with management including but not limited to: a.) Fire/Disaster Policy b.) Vacant Unit Procedure Policy c.) IT Policy d.) Continuity of Operations Plan (COOP) if appropriate.
28. Seek to be Moving To Work (MTW) designation
29. Continue to explore the Rental Assistance Demonstration (RAD) program.
30. Expand HACC's reach and oversight to other PHA's and HCV programs.
31. To absorb other Housing Programs in the region including other PHA's
32. Increase our Public Housing Unit total to our Faircloth Limit as well as any other Affordable Housing Programs.

**Attachment D**

# **OPERATIONS & MANAGEMENT**



# Housing Authority of the City of Camden

Attachment nj010d01

## 6.0 (4) Operation and Management

### Overview

Over the last fifteen years since the publication of the revised Operating Fund Formula contained in 24 CFR 990 and other HUD guidance provided to date, the Housing Authority of the City of Camden (HACC) under the direction of the Executive Director and other senior staff have taken steps to put in place a management structure consistent with the broader multi-family management industry.

Routine maintenance has been decentralized and services are handled on-site by maintenance staff assigned respectively and under direction of the Property Manager. Service Contracts (i.e., routine painting, extermination, etc...) are procured centrally by the purchasing agent for the Authority but are overseen by the Property Managers. Technical/Specialized Maintenance Services are procured centrally and work is overseen by the Property Managers. Unit/Annual Inspections are handled by an HACC UPCS certified inspector. Vacancy Preparation is handled by on-site staff, with contract support, when necessary. Work Order Requests are handled by Property Managers who assign and monitor work performed by on-site maintenance staff.

Our affordable housing inventory includes a combination of public housing, assisted living, privately managed and Section 8 Housing Choice Voucher units. Recognizing this mix of affordable housing options and attempting to continue to meet the broader Camden community's needs in times of diminishing federal funding, we have made many changes since September 2005. Since the completion of the transition to the asset management model, in 2011, HUD guidance continues to be disseminated.

In order to sustain the high level of operational and financial performance achieved over the last few years, HACC routinely and systematically monitors the management, physical, and financial condition of all of its properties and programs. Monthly Standardized Action Plans (SAP's) (see attached) are required from site staff that provides both an update on unit vacancies as well as how those remaining will be occupied. Data is provided on the following:

- Number of vacant units
- The status of each
- Unit turnaround time

Budget versus actual variance reports are also required. Additionally, *Performing/Non-Performing Reports* are reviewed by the Property Managers who analyze and consolidate information provided to monitor the performance and/or non-performance of the properties based on the criteria established in PIH Notice 2006-14. The forms used for each property are included as supplemental information to this attachment.

Of particular focus to the financial condition of each property and to the agency as a whole are utility costs and consumption. These are monitored by each Property Manager, the Director of

Finance, the Deputy Executive Director/Asset Manager and the Director of Asset Management on a monthly basis. Also we have been working with an ESCO company to assist us in this area. Although none of HACC's properties are currently non-performing in this area, the unpredictable nature of the weather in the northeast merits close monitoring to sustain a positive financial position at each property. Furthermore, periodic meetings are held to discuss agency operational and financial performance between the Executive Director and executive staff, as well as, quarterly meetings between the Director of Asset Management and the Property Managers.

Additionally, Property Managers have been working closely with the Resident Initiatives Department Staff to meet the needs of the residents from a Social Services perspective. The aim is to improve the mindset of residents in the care of the units and thereby having generally better maintained units by the residents' authority-wide.

Major deficiencies identified in the past include:

- **Vacancy Rate:** Which have been as high as 16% in older formerly non-performing AMPs
- **Unit Turnaround Time:** Which have been as high as 1496 days in older non-performing AMPs.
- **UPCS Inspections:** The REAC inspection which have been as low as 48 in older non-performing AMPs.
- **Crime and Drug Incidents** that exceed by 120% statistics in the surrounding communities.
- **Rent collection:** Which have been as low as 91% in some properties

#### *Plan and Resources to Address Deficiencies:*

- **Vacancy Rate.** To address this issue, HACC focused additional Capital Fund monies for the rehabilitation of units that required work over and above normal wear and tear and beyond the abilities of site maintenance staff to make-ready and reoccupy many of the vacant units. As a result of this refocused effort vacancy rates have improved dramatically. Capital funds will be allocated each year to supplement site maintenance, vacant unit rehabilitation, and repairs. Site staff in conjunction with in-house counsel and other Executive staff meet monthly to strategize and articulate innovative ways to address the causes of the high voluntary and involuntary (evictions) unit turnovers.

The goal of the Authority is to achieve a vacancy rate of 4% over the next 12 months for the older AMPs and 3% over the second twelve-month period, then sustain the vacancy rate at 3% or below using the combined resources of site maintenance staff, participants in the Youthbuild Program, and capital funds as well as the steps outlined to address unit turnaround time below authority wide as needed.

In addition to other vacancy improvement strategies outlined, a marketing strategy will be developed and implemented to increase interest in older AMPs such as Ablett



Village and Branch Village. The \$144 million Roosevelt Manor HOPE VI, located directly across the street from Branch Village, has been completed. With the new construction of rental and homeowner properties, it is anticipated that interest residing in the area and in Branch Village will continue to increase. Redevelopment of the surrounding area that includes a new library, accessibility to shops, schools, health care facilities and transportation will develop a synergy not seen in the neighborhood for decades. The Roosevelt Manor HOPE VI redevelopment plan as well as The Choice Neighborhood Planning Grant is to attract low-income as well as medium-income applicants in a mixed-income community.

- **Unit turnaround time:** A variety of factors contributed to the poor past performance in various AMPs. The primary one being that many of the vacancies were long-term, severely damaged units requiring extensive repair and rehabilitation work and the process for identifying and budgeting capital funds for vacant units that required repairs beyond the capacity of site maintenance staff did not occur in a very timely basis. This resulted in lengthy delays and vacancy days that could not be excluded for purposes of PHAS reporting. A number of units were also off line due to fire. Delays in contracting out the work after reimbursement from the insurance company and other issues related to a protracted process, contributed to a high average turnaround time in various older non-performing AMPs. Some CFP monies continue to be earmarked for vacancy reduction as significant improvement in unit turnaround time has been achieved but some long-term vacancies remain and will be addressed.

HACC's goal is to reduce unit turnaround to less than 20 calendar days and have an adjusted vacancy rate of less than 2% according to PHAS. Steps taken to minimize the delay in re-occupying vacant units include:

- Periodic meetings to discuss specific vacancies and funding for unit turnaround activities.
- Property-specific vacancy and unit turnaround monthly monitoring logs are maintained to ensure compliance with vacancy and unit turnaround goals.
- Monthly Property Manager's report requires specific vacancy turnaround time information and analysis.
- An adequate pool of eligible potential applicants for selection off of the waiting list is maintained.
- A painting contractor retained by HACC is used to paint vacant units after repairs have been made thus decreasing the amount of time site maintenance personnel spend in each vacant unit. Capital funds are also allocated on an annual basis for rehabilitation of vacant units requiring extensive repairs.

HACC staff has also met with representatives of the private property management firms to address this issue. The companies have made some manpower adjustments and increased resources deployed to turning over and re-occupying vacant units. The goal is to sustain these efforts.

- **Physical deficiencies identified by UPCS inspections:**

- In order to address the deficiencies, the Executive Office targeted additional Capital Fund resources. Annual CFP funds have also been allocated for this purpose. The Modernization Department and site staff use the REAC inspection reports, work order reports and the most recent Five-Year Physical Needs Assessment (PNA) completed to prioritize repairs and capital fund expenditures at the sites.
- In addition, on an ongoing basis, the Executive Office in conjunction with property managers and maintenance staff, have implemented a system that requires that routine site evaluations be performed. These site evaluations would identify and correct UPCS deficiencies prior to the REAC inspection. Site staff prioritizes repairs that need to be made and coordinate with other property management staff and the Director of Modernization to determine which items to complete using CFP funds and those repairs to be completed by site staff. It is anticipated that these site evaluations combined with annual unit and system inspections will ensure that all potential UPCS deficiencies are addressed and that any issues that might cause the properties to receive a lower score are resolved.
- For the older AMPs, site evaluations will also be performed at these properties to identify and correct UPCS deficiencies that might cause the properties to receive a low score. In addition, the Property Manager and site maintenance staff will develop and implement a revised, comprehensive preventive maintenance plan to assist with improving the property's physical condition and increasing the REAC physical inspection scores.

The goal for the older properties is to improve on the previous REAC score by at least 5 points or higher on the next REAC inspection. REAC site deficiencies from the last REAC Inspections have been abated.

As detailed above, AMPS conduct annual UPCS Inspections to be proactive in identifying deficient physical conditions as well as having the ability in taking preventive maintenance measures. These include but are not limited to ongoing monthly extermination plan for each unit at the AMPs.

- **Crime and Drug Incidents:** Under the direction of the Director of Asset Management and in collaboration with site staff, HACC's Director of Security, residents and the local police, a major site control and lease enforcement initiative has



been launched to address and eliminate the illegal activity in and around the problematic AMPs. The Authority has made it an agency-wide focus to reduce the level of criminal and drug-related incidents on all of its properties, but particularly those identified as problematic. Steps taken and/or planned include:

- The Authority added to its staff an In-House Counsel position responsible for coordinating agency-wide security reporting and tracking on for-cause lease terminations.
  - Increase in house legal capacity and improved HACC representation in eviction proceedings.
  - Review and revision of lease agreement and "One-Strike" Policy to facilitate HACC's crime reduction efforts.
  - City-wide monthly crime and drug incident reports from the Camden County Metro Police Department and other lease violation data are reviewed when available by security and site staff to determine lease enforcement options and make decisions on what actions will be taken in each case.
  - Better coordination of police presence and incident reporting to ensure adherence to management goals and objectives and more effective lease enforcement.
  - Commitment by Authority Executive staff and Board members to meet with members of local law enforcement and the judicial system to better educate legal system on public housing and to commit additional police patrols and support HACC in its crime and drug reduction efforts.
  - Continue working with grassroots organizations (i.e. DCCB, RAB, RAC, etc...) and the Camden County Prosecutors Office in deterring crime.
- **Rent Collection:** In order to increase rent collection at the AMPs, Asset Management staff is working with the site staff to better coordinate rent collection activities including follow-up phone calls and visits to delinquent households and referrals to appropriate financial counseling organizations. The goal is to increase rent collections to at least 97% overall.

#### MAINTENANCE CHARGES

- The management office is responsible for normal maintenance in your apartment. All requests for service should be brought to the management office between the hours of 8:30 am through 4:30 pm. Normal service is performed Monday through Friday 9 am through 4 pm. Emergencies are handled on "an as needed basis". After hours emergencies should be called in to 856-966-0549. Unfortunately, we cannot make appointments to repair work. If any item is damaged due to negligence on your part, either during occupancy or when you vacate, you will be charged accordingly.
- Any other item, which is broken or damaged by a tenant's negligence will be charge at material(s) replacement cost and labor.
- Prices are subject to change and can be verified at the time of replacement or repair. Some charges are exclusive of labor cost.



**CITY OF CAMDEN**  
**HOUSING AUTHORITY OF THE CITY OF CAMDEN**

## Continuity of Operations Plan (COOP)

Department/Unit	Administration Housing Authority of the City of Camden		
	Author: Victor D. Figueroa		Last Revised Date 03-17-2020
Head of Operations	Name	Phone Number	Alternate Phone Number
	<u>Victor D. Figueroa</u>	Phone: (856) 968-2775_	Phone:
	HACC  HACC, 2021 Watson St., 2 <sup>nd</sup> Floor, Camden, New Jersey 08105	Mobile: (609) 685-8129_  Fax: (856) 968-2754	
Email address	vfigueroa@camdenhousing.org		

### PURPOSE

This Continuity of Operations Plan (COOP) will document how the Department or Departments will perform essential operations during an emergency situation or long-term disruption, which might last from two days to several weeks. The plan will identify mission-critical functions, Departmental communication methods, and alternate personnel, systems and locations. Each City Department needs a COOP to ensure the City can respond effectively to a variety of situations.

The COOP planning process focuses on two key questions:

- What operations performed by the Department are essential or central to the City community? Such operations might include providing food and shelter, utilities, security services, communication and computing devices, and payroll.
- What resources are required to continue those essential operations during an emergency or disruption?

Department of [Insert Name]  
Continuity of Operations Plan (COOP)  
Last revised: 03-16-20



The Mayor, City Emergency Management Coordinator, the City Administration, and Departments will work altogether to designate, direct, communicate, and promulgate related policy and operating procedures with respect to essential services during emergencies or other conditions and accordingly plan what human resources are necessary to carry out the COOP.

## A: Planning Framework

The City of Camden has established four priorities for responding to emergencies:

**Priority 1:** Protect the lives of those who work, visit and live at the City of Camden.

**Priority 2:** Protect and preserve City property and the environment. Maintain integrity of City facilities.

**Priority 3:** Restore City operations, activities and services.

**Priority 4:** Provide assistance to the local community and external agencies.

**Planning Scenarios:** No long-term emergency or disruption will unfold exactly as planned. However, it may be useful to consider the following possibilities and assumptions when considering your plan:

- What if the disruption lasts up to 4 weeks?
- What if services and public events in the City have been suspended?
- What if employee absenteeism is up to 50% during the disruption, including Department heads, supervisors and essential personnel?
- What if your regular supply chain is interrupted for up to 4 weeks?
- What if there was a catastrophic loss to your building due to fire, flood, etc.?
- What if there was an extended loss of power and/or computing support from City Information Tech ("City IT")?
- Assume that employees, whether essential or non-essential--will be sent home if possible, leaving the Department's core functions, duties, responsibilities, and work to be attended to.

## B: Departmental Continuity of Operations Objectives

Considering the above objectives and assumptions, describe your Department's key objectives, functions and responsibilities:

*Briefly describe the range of services that you provide to others in the event of a long-term disruption. Do not include any normal operations that can be suspended. It should be clear why your Department must remain functional, at least in part, during a long-term disruption:*

*List the priority tasks of your Department and indicate whether they are performed daily, weekly, monthly, etc.*

### RESPONSE:

1. Emergency Housing Repairs at both Family and Senior Developments
2. Assisted Living Program (ALP) at all three Towers
3. Operation and Monitoring of Boilers at all three Towers

Department of Administration  
Continuity of Operations Plan (COOP)  
revised: 03-16-20

4. Security at all three Towers

5. \_\_\_\_\_

## C. Emergency Communication Systems

### City Communications

The City plan includes the use of departmental telephone and e-mail contact lists and e-mail notifications (the Emergency Management Coordinator may dictate a singular communication platform or app, as needed); the City home web page and social media (Facebook, Twitter, and Instagram); and the National Weather Service. The following websites and phone numbers include information on City emergency communications:

Main City Page	<a href="https://www.ci.camden.nj.us/">https://www.ci.camden.nj.us/</a>
Weather Alerts	<a href="https://www.weather.gov/phi/">https://www.weather.gov/phi/</a>
Emergency Preparedness	<a href="https://www.ci.camden.nj.us/public-works/">https://www.ci.camden.nj.us/public-works/</a>
HACC	<a href="http://www.camdenhousing.org/">http://www.camdenhousing.org/</a>

### Department Communications

To communicate rapidly with your employees in an emergency, and to stay in touch during an extended disruption, we encourage all Departments to prepare and maintain staff contact information in paper and electronic formats, including alternative email and phone numbers. The Essential Communications tool available in the Information Warehouse may be helpful in developing contact lists.

*Describe any additional methods that the Department/Office will use to communicate with employees during the extended disruption. Potential communications tools include phone, email, text message, call trees, social media, a Departmental website, Departmental blogs, pagers, etc.* RESPONSE: See Attached Employee Telephone/E-mail Contact List

*Describe who is designated to communicate with staff. Designate those responsible for updating contacting information and establish a specific schedule for updating.* RESPONSE: \_\_\_\_\_, phone # \_\_\_\_\_; e-mail: \_\_\_\_\_



## D. Leadership Succession

People who can make operational decisions if the head of your Department or unit is absent:

	Name	Title	Phone Number	Alt Phone Number
Head of Department/Unit	Victor D. Figueroa	Executive Director	Phone: (856) 968-2775 Fax: (856) 968-2754	Cell: (609) 685-8129_
Successor	Charles Valentine	Director of Modernization	Phone: (856) 968-2766_ Fax: (856) 968-8610	Cell: (609) 685-7701_
Successor	Edith Pagan	Director of Resident Initiatives	Phone: (856) 968-6197	Cell: (609) 820-8693_

## E. Departmental Essential Functions

List essential operations, responsible staff and alternates. Cross-training for responsible and alternate staff should be in place. Note the location of instructional and supporting documentation.

Function Description	Responsible and Alternate Staff	Alternate Location	Dependencies	Location of Supporting Documentation
	*These listed individuals will be deemed "Essential Personnel" during the period of the emergency situation or extended disruption.			
Public Housing	Wanda Riley 1-856-685-3267			

Housing Choice Voucher/ Section 8	Melody Williams 1-609-682-4238			

## F: Access to Information and Systems

Describe how and where Department information and systems are stored and managed. This may include:

- Information stored on a Departmental or City IT server
- Information on a web site hosted in-house or by City IT
- Non-web-based software installed on individual computers
- Information stored on individual computers or email accounts

**RESPONSE:** See Advanced Computer Systems Group.

Describe how your Department is backing up this material and making it available in the event that the primary resource is not available. This may include, but is not limited to:

- Remote access or authorization to allow remote access (Be sure to confirm whether staff responsible for essential operations have home access to resources like computers, and internet).
- Backup of critical files off-site, on flash drives or external hard drives, or in hard copy
- Alternative e-mail systems, such as Yahoo or G-Mail
- Off-site storage/backups

**RESPONSE:** See Advanced Computer Systems Group.

Consider the following when planning for loss of information and systems:

- Are networked computers being backed up on schedule? For clarification of backup procedures, please review the Crash Plan section in Knowledge Base.
- How long can your Department perform its essential functions without the support of City IT? For each of the critical business functions in Section E, note whether or not the function can be achieved without City IT support for "Up to 3 days", "Up to one week", "Up to 4 weeks", "Indefinitely" or "Not at All."
- Would a disaster in your Department cause an interruption to any legally required reporting?

**RESPONSE:** See Advanced Computer Systems Group.



G: Other Key Internal Dependencies

City of Camden Departments rely on City IT (for internet, e-mail and central servers); Personnel; Payroll; and Purchasing. List below products and services upon which your Department depends, and the *other* internal (City of Camden) Departments or units that provide them.

Dependency (product or service) :	
Provider:	
Dependency (product or service) :	
Provider:	
Dependency (product or service) :	
Provider:	
Dependency (product or service) :	
Provider:	
Dependency (product or service) :	
Provider:	
Dependency (product or service) :	
Provider:	

H: Key External Dependencies

List below products and services upon which your Department depends, provided by external suppliers or providers. Please contact them to determine if they have a continuity of operations plans and whether the City has priority for their services.

Establish alternate sources for these services and supplies and determine whether or not they are listed as City vendors, if necessary.

	Primary	Alternate
Dependency (product or service) :	Office supplies, bottled water	
Frequency of Service	Daily/weekly	
Provider	WB Mason, etc.	
Primary Contacts		
Phone Numbers		
	Primary	Alternate
Dependency (product or service) :		
Frequency of Service		
Provider		
Primary Contacts		
Phone Numbers		
	Primary	Alternate
Dependency (product or service) :		
Frequency of Service		
Provider		
Primary Contacts		
Phone Numbers		
	Primary	Alternate
Dependency (product or service) :		
Frequency of Service		
Provider		
Primary Contacts		
Phone Numbers		
	Primary	Alternate
Dependency (product or service) :		
Frequency of Service		
Provider		
Primary Contacts		
Phone Numbers		

Provider		
Primary Contacts		
Phone Numbers		

## I. Relocation or Reallocation

In some potential scenarios, the building, office or other physical resources may not be available to you. In the event that your Department must relocate or share resources with another group, consider the following:

	Resource
1. What physical resources are required to perform your essential functions? Include pre-printed forms, office equipment, computer equipment and telecommunication devices.	Office equipment (copier), computer equipment and telecommunication devices.
2. How much physical space would your unit need?	Office space for <u>  5  </u> personnel.
3. Does your unit have any special needs such as refrigeration, temperature/humidity controls, etc.?	No
4. Are there special security requirements for a replacement space?	Yes, need lock and key for confidential documents and files.
5. If the building/office is accessible, but there was an extended loss of power, is there essential equipment or material that would be at risk? Describe plans for back-up power.	Computers and copier.

Department of Administration  
 Continuity of Operations Plan (COOP)  
 revised: 03-16-20



6. Do you have any high value/difficult to replace equipment?	Computers and copier.
---	-----------------------

**J. Restoration**

Resuming normal operations once the emergency situation or extended disruption has passed will require continued communication and coordination. Recognize that restoration could take an extended period of time. Potential considerations include:

- Work backlog
- Integration of temporary data resources with permanent systems
- Resupply of resources – Maintain an inventory of high value equipment, information resources, and irreplaceable items including titles, model numbers, serial numbers, replacement value, etc. for Risk Management.
- Continued absenteeism
- Emotional/counseling needs

The City is committed to the full support of its employees; however, central service restoration may happen in stages depending on the extent of the disruption.

**K. Critical Department Deadlines, Upcoming Events**

List all critical upcoming departmental deadlines; events; periodic payments; deliverables; and other similar time-sensitive departmental matters that will take place during the period of the emergency situation or extended disruption:

<u>Event Name</u>	<u>Deadline Date</u>	<u>Contact(s)</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

## Appendix A: Mitigation Strategies

Considering all of the information provided in this plan regarding your role during an emergency or disruption, your essential function and dependencies, consider steps that your Department can take to minimize the impact of a long-term disruption on your operations. This may be the most important step of your planning process and may require re-evaluation of your objectives and functions.

The following mitigations strategies may be helpful:

- Review your Department's vulnerabilities and address
- Stock up on supplies
- Create alternative processes that rely on fewer external resources
- Conduct cross-training and document procedures
- Review vendor contracts and find alternative resources
- Keep records indicating where to find replacement equipment should mission-critical equipment fail
- Prepare floor plans showing utility shut-offs for the heating and ventilation system, water, power, etc. and emergency generator coverage. Know whether your ventilation system is controlled by the City or Camden County and from within or outside your building.
- Prepare and maintain survival kits for your Department. Encourage employees to keep their own kits for their personal needs.
- Ensure your staff is aware of these plans. Review plans with them on a regular basis, such as annually.
- Test your plans in a table-top exercise at least annually. Identify and address any gaps.
- Keep yourself up-to-date on governmental notices that may pertain generally or specifically to an emergency situation or extended disruption.

### **Supplementary Information based on the current Coronavirus Disease 2019:**

1. HACC Offices closed until further notice but will not open sooner than March 31, 2020.
2. Essential Personnel will include
  - ALP Staff at Towers
  - Security Officers at Towers
  - Maintenance Staff at Family Developments and Towers
  - Boiler Crew to Monitor Tower Heating Systems
3. Executive Office personnel including Executive Director will work from home using telecommunication devices including smartphones and laptops.
4. Non Essential Personnel will work from as best as possible using devices that may be at their disposal.
5. HACC Answering Services has been updated of our current situation including closure.
6. IT Consultant, ACSG, has been updated of our current situation including closure.
7. Residents have been updated of our current situation including closure and procedures to follow.
8. All community/group activities have been cancelled
9. Promotion of increased good hygiene.

**See additional information attached that has been distributed to staff and resident leaders:**



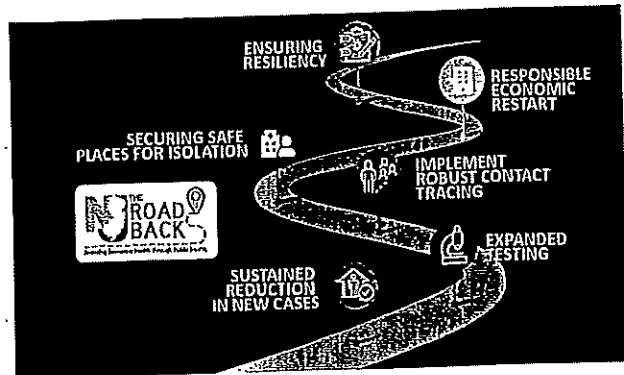


# The Road Back:

## Restoring Economic Health Through Public Health

### Six Key Principles

Governor Phil Murphy announced his vision, "The Road Back: Restoring Economic Health Through Public Health," to restart New Jersey and put the state on the road to recovery. Gov Murphy's stay-at-home Executive Order, which has been in effect since March 21st, will remain in effect in its entirety until further notice. The following six principles and key metrics will guide the process for lifting restrictions and restoring New Jersey's economic health through public health.



#### Principle 1: Demonstrate Sustained Reductions in New COVID-19 Cases and Hospitalizations

- 14-day trend lines showing appreciable and sustained drop in cases, hospitalizations, and other metrics;
- Hospitals stepping down from functioning under crisis standards of care.



#### Principle 2: Expand Testing Capacity

- At least double current diagnostic testing capacity;
- Prioritize testing for health care workers, essential personnel, and vulnerable populations;
- Create a flexible testing plan accessible to all residents;
- Expand partnerships with institutions of higher education, private-sector labs, and the federal government.
- Ensure that those who test positive are linked to a health care provider.



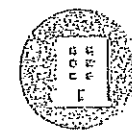
#### Principle 3: Implement Robust Contact Tracing

- Recruit and deploy an army of personnel who will identify and follow-up with contacts;
- Leverage technological data and innovative solutions to increase efficiency;
- Coordinate the approach of local and state health officials, which will have a coordinated county/regional component.



#### Principle 4: Secure Safe Places and Resources for Isolation and Quarantine

- To the greatest extent possible, provide individuals who do test positive in the future with a safe and free place to isolate and protect others from COVID-19;
- Ensure that quarantined contacts are provided supportive services, if needed.



#### Principle 5: Execute a Responsible Economic Restart

- Create the Governor's Restart and Recovery Commission to advise on the process and recommend responsible and equitable decisions;
- Plan for a methodical and strategic return to work based on level of disease transmission risk and essential classification;
- Continuation of social distancing measures where feasible and appropriate;
- Leverage any available federal funds and programs to support health care, individual, and small business recoveries.



#### Principle 6: Ensure New Jersey's Resiliency

- Learn from the lessons of COVID-19 and prepare for the possibility of a resurgence;
- Ensure hospitals, health care systems, and other health delivery facilities have inventories of personal protective equipment and ventilators;
- Build our own state personal protective equipment and ventilator stockpile;
- Create a playbook for future administrations for the next pandemic.



**Illness Surveillance  
Employee/Resident/Visitor Questionnaire**

Please answer the following questions before coming into our community to work/live/visit.

I am not currently ill. I have not had any of the following symptoms in the past 72 hours- nausea, vomiting, diarrhea, sore throat, cough, shortness of breath, or fever.

Correct      Incorrect – Initials: \_\_\_\_\_

I have not been around anyone that has had these symptoms in the past 72 hours.

Correct      Incorrect – Initials: \_\_\_\_\_

I have not traveled outside of the United States in the past 21 days nor do I reside in a community where community-based spread of COVID-19 is occurring.

Correct      Incorrect – Initials: \_\_\_\_\_

I have not been around anyone that has been out of the country in the past 21 days.

Correct      Incorrect – Initials: \_\_\_\_\_

In the past 14 days, I have not had contact with anyone diagnosed with COVID-19, or under investigation for COVID-19, or are ill with respiratory illness.

Correct      Incorrect – Initials: \_\_\_\_\_

Typical shift worked:      DAYS      EVENINGS      NIGHTS

I understand by signing this questionnaire, I am giving truthful responses.

Name: \_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

/Victor Figueroa

---

From:  
To:  
Subject:

Michael Dugger  
Monday, March 16, 2020 2:03 PM  
Victor Figueroa; Michael Dugger  
Fwd: Covid-19

Sent from my Verizon, Samsung Galaxy smartphone  
[Get Outlook for Android](#)

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From: mdugger@camdenhousing.org <mdugger@camdenhousing.org>  
Sent: Friday, March 13, 2020 8:16:13 PM  
To: Victor Figueroa (vfigueroa@camdenhousing.org) <vfigueroa@camdenhousing.org>  
Subject: Covid-19

Our plan here at Watson Streets Assisted living program is to.

- 1) All group activities are canceled
- 2) Increased hand washing for all staff
- 3) All staff is equipped with spray Clorox and a rag to clean all hard surfaces as they go
- 4) All staff will observe all residents both in or out of the program and report anyone who has any symptoms to nursing so they may be checked

Sent from my Verizon, Samsung Galaxy smartphone  
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**Victor Figueroa**

Setu.  
To: NWK\_PH\_Director <NWK\_PH\_Director@hud.gov>  
Friday, March 13, 2020 11:12 AM  
Arce, Theresa L.  
Cc: Thumar, Balu K; Garcia, Cesar A  
Subject: Communication with PHAs CV-19 for your use.

\*\*\*Please note this message is being blind copied to all NJ PHAs\*\*\*

Dear PHA Directors and Staff,

HUD is developing COVID-19 guidance for PHAs, which may be sent using your PHA's contact information in PIC; please ensure it is current. Guidance will be provided by PIH.

Housing authorities can also submit HUD-related questions to our field office, as normal. Soon, PIH will have a mailbox to accept PHA questions. To promote policy consistency nationwide, HUD will share answers to general PHA questions by posting them as Frequently Asked Questions (FAQ) on [www.hud.gov](http://www.hud.gov) for your information.

HUD may determine that field office employees should telework. In that event, we will continue to perform our work and you will not see any reduction in our service or responsiveness. Further, we will notify you if our planned visits to your PHAs need to be rescheduled.

We offer these additional suggestions and resources for your planning purposes:

Contact your state and local emergency management agency for assistance with planning and implementing any emergency measures related to CV-19.

- Ask emergency management officials if they have any information or flyers you can share with your tenants.
- Consult <https://www.hud.gov/coronavirus> for information from HUD, which will be updated regularly.
- Consult the Centers for Disease Control for current information on limiting the potential spread of COVID-19: <https://www.cdc.gov/>
- We received this information linked below from a PHA regarding disinfecting buildings. We do not endorse it, we are simply sharing the information in case you find it to be useful:  
<https://www1.nyc.gov/assets/doh/downloads/pdf/imm/disinfection-guidance-for-commercial-residential-covid19.pdf>

*Theresa Arce*

*Director, Office of Public Housing*

*U. S. Department of HUD*

*One Newark Center*

*Newark, NJ 07102*

*Phone No. 973-776-7250*

*1-202-536-9105*

*Fax No. 973-645-2270*

## Coronavirus Disease 2019 (COVID-19)

### Strategies to Prevent the Spread of COVID-19 in Long-Term Care Facilities (LTCF)

A new respiratory disease – coronavirus disease 2019 (COVID-19) – is spreading globally and there have been instances of COVID-19 community spread in the United States. The general strategies CDC recommends to prevent the spread of COVID-19 in LTCF are the same strategies these facilities use every day to detect and prevent the spread of other respiratory viruses like Influenza.

Long-term care facilities concerned that a resident, visitor, or employee may be a COVID-2019 patient under investigation should contact their local or state health department immediately for consultation and guidance.

#### Prevent the Introduction of respiratory germs INTO your facility

- Post signs at the entrance instructing visitors not to visit if they have symptoms of respiratory infection.
- Ensure sick leave policies allow employees to stay home if they have symptoms of respiratory infection.
- Assess residents' symptoms of respiratory infection upon admission to the facility and implement appropriate infection prevention practices for incoming symptomatic residents.

#### Symptoms of respiratory infection, including COVID-19:

- Fever
- Cough
- Shortness of breath

#### Prevent the spread of respiratory germs WITHIN your facility

- Keep residents and employees informed.
  - Describe what actions the facility is taking to protect them, including answering their questions and explaining what they can do to protect themselves and their fellow residents.
- Monitor residents and employees for fever or respiratory symptoms.
  - Restrict residents with fever or acute respiratory symptoms to their room. If they must leave the room for medically necessary procedures, have them wear a facemask (if tolerated).
  - In general, for care of residents with undiagnosed respiratory infection use Standard, Contact, and Droplet Precautions with eye protection unless suspected diagnosis requires Airborne Precautions (e.g., tuberculosis).
  - Healthcare personnel should monitor their local and state public health sources to understand COVID-19 activity in their community to help inform their evaluation of individuals with unknown respiratory illness. If there is transmission of COVID-19 in the community, in addition to implementing the precautions described above for residents with acute respiratory infection, facilities should also consult with public health authorities for additional guidance.
- Support hand and respiratory hygiene, as well as cough etiquette by residents, visitors, and employees.
  - Ensure employees clean their hands according to CDC guidelines, including before and after contact with residents, after contact with contaminated surfaces or equipment, and after removing personal protective equipment (PPE).
  - Put alcohol-based hand rub in every resident room (ideally both inside and outside of the room).

- Make sure tissues are available and any sink is well-stocked with soap and paper towels for hand washing.
- Identify dedicated employees to care for COVID-19 patients and provide infection control training.
  - Guidance on Implementing recommended infection prevention practices is available in CDC's free online course — The Nursing Home Infection Preventionist Training — which includes resources checklists for facilities and employees to use.
- Provide the right supplies to ensure easy and correct use of PPE.
  - Post signs on the door or wall outside of the resident room that clearly describe the type of precautions needed and required PPE.
  - Make PPE, including facemasks, eye protection, gowns, and gloves, available immediately outside of the resident room.
  - Position a trash can near the exit inside any resident room to make it easy for employees to discard PPE.

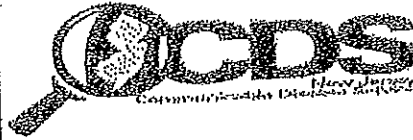
## Prevent the spread of respiratory germs BETWEEN facilities

- Notify facilities prior to transferring a resident with an acute respiratory illness, including suspected or confirmed COVID-19, to a higher level of care.
- Report any possible COVID-19 illness in residents and employees to the local health department, including your state HAI/AR coordinator.

For the most up-to-date information, visit [www.cdc.gov/covid19](http://www.cdc.gov/covid19).

Page last reviewed: March 1, 2020





## Key Messaging to Long-term Care Facilities (LTCF) for COVID-19

Date: March 3, 2020

Public Health Message Type: ☐ Alert ☒ Advisory ☐ Update ☐ Information

Intended Audience: ☐ All public health partners ☒ Healthcare providers ☒ Infection preventionists  
☒ Local health departments ☐ Schools/child care centers ☐ ACOs  
☐ Animal health professionals ☐ Other:

### Key Points or Updates:

- Coronavirus disease 2019 (COVID-19) is a respiratory illness that can spread from person to person. The virus that causes COVID-19 is a novel (new) coronavirus that was first identified during an investigation into an outbreak in Wuhan, China.
- The risk to the general public in the U.S. remains low. However, healthcare workers caring for residents/patients with COVID-19 are at elevated risk of exposure. The current risk assessment is available at CDC Situation Summary (<https://www.cdc.gov/coronavirus/2019-nCoV/symmaty.html>).
- CDC has issued documents including, Interim Infection Prevention and Control Recommendations for Patients with Confirmed Coronavirus Disease 2019 (COVID-19) or Persons Under Investigation for COVID-19 in Healthcare Settings and Healthcare Providers Preparedness Checklist in an effort to prevent the spread of infection during healthcare delivery.
- Guidance is based on the currently limited information available about COVID-19 related to disease severity, transmission efficiency, and shedding duration. This cautious approach will be refined and updated as more information becomes available and as response needs change in the United States.
- The general strategies CDC recommends to prevent the spread of COVID-19 in LTCF are the same strategies these facilities use every day to detect and prevent the spread of other respiratory viruses like influenza.
- Healthcare Facility Preparedness
  - The true impact of a COVID-19 outbreak in a U.S. community cannot be predicted. However, all healthcare facilities can take steps now to prepare for such an outbreak and protect both their patients and staff. Review CDC "Steps Healthcare Facilities Can Take" (<https://www.cdc.gov/coronavirus/2019-ncov/healthcare-facilities/steps-to-prepare.html>)
  - Review Emergency Preparedness plans
    - i. Centers for Medicare and Medicaid Services, State Operations Manual Appendix Z – Emergency Preparedness for All Provider and Certified Supplier Types specifies that "Planning for using an all-hazards approach should also include emerging infectious disease (EID) threats. Examples of EIDs include Influenza, Ebola, Zika Virus and others. All facilities must develop an all-hazards emergency preparedness program and plan."
  - Review CDC's "Interim Guidance for Healthcare Facilities: Preparing for Community Transmission of COVID-19 in the United States" for specific information including:

- i. Designate a time to meet with your staff to educate them on COVID-19 and what they may need to do to prepare
  - ii. Limit visitors to the facility
  - iii. Post visual alerts (signs, posters) at entrances and in strategic places providing instruction on hand hygiene, respiratory hygiene, and cough etiquette
  - iv. Ensure supplies are available (tissues, waste receptacles, alcohol-based hand sanitizer)
    1. Put alcohol-based hand sanitizer in every resident rooms (ideally both inside and outside)
  - v. Take steps to prevent known or suspected COVID-19 patients from exposing other patients
  - vi. Restrict the movement of COVID-19 patients (e.g., have them remain in their room)
  - vii. Identify dedicated staff to care for COVID-19 patients
  - viii. Observe newly arriving patients/residents for development of respiratory symptoms
- Prevention and Control Measures
    - Review CDC "Strategies to Prevent Spread of COVID-19 in Long-Term Care Facilities LTCF". The general strategies CDC recommends to prevent the spread of COVID-19 in LTCF are the same strategies these facilities use every day to detect and prevent the spread of other respiratory viruses like Influenza.
    - In general, for care of residents with *undiagnosed* respiratory infection use Standard, Contact and Droplet Precautions with eye protection unless suspected diagnosis requires Airborne Precautions (e.g., tuberculosis).
    - Routine surveillance of healthcare-associated infections, including fever and symptom monitoring, should remain on-going and include respiratory tract infections. Continue to monitor for trends and suspect facility transmission. Clinicians are strongly encouraged to test for other causes of respiratory illness, including infections such as Influenza. Verify the diagnosis using clinical, epidemiological and lab test information, considering seasonal disease occurrence. Ensure the facility has the laboratory capacity to test residents/patients. Refer to the NJDOH Guidelines for Control of Respiratory Virus Outbreaks in LTC and other Institutional Settings for additional information on routine control measures; and the CDS-11 or CDC document for a template line listing.
      - i. Rapid Influenza testing and/or PCR should be done by collecting two simultaneous swabs. Use one swab for on-site rapid testing (if available) and send the second swab to the laboratory for PCR or virus culture. Some laboratories perform a respiratory virus panel, which would test for more than one respiratory virus. Bacterial culture should be considered as well, particularly during an outbreak of pneumonia.
      - ii. Residents presenting with fever with severe acute lower respiratory illness (e.g., pneumonia, ARDS) requiring hospitalization and without alternative explanatory diagnosis and no known exposure to COVID-19 should be referred to the local health department to determine whether a resident may be a person under investigation or PUI for COVID-2019.

- Occupational Health Considerations
  - Occupational Safety and Health Administration (OSHA) recordkeeping requirements at 29 CFR Part 1904 mandate covered employers record certain work-related injuries and illnesses on their OSHA 300 log. While 29 CFR 1904.5(b)(2)(viii) exempts recording of the common cold and flu, COVID-19 is a recordable illness when a worker is infected on the job.
  - Worker Training:
    - i. Train and educate all workers about the sources of exposure to the virus, the hazards associated with that exposure, and appropriate workplace protocols in place to prevent or reduce the likelihood of exposure.
    - ii. Review applicable standards include the PPE (29 CFR 1910.132), Eye and Face Protection (29 CFR 1910.133), Hand Protection (29 CFR 1910.138), and Respiratory Protection (29 CFR 1910.134) standards. The OSHA website offers a variety of training videos on respiratory protection.
    - iii. CDC and OSHA recommend that healthcare workers wear:
      - 1. Gown
      - 2. Gloves
      - 3. Eye/face protection (e.g., goggles, face shield)
      - 4. National Institute for Occupational Safety and Health (NIOSH)-certified, disposable N95 or better respirators. Use respiratory protection as part of a comprehensive respiratory protection program that meets the requirements of OSHA's Respiratory Protection standard (29 CFR 1910.134) and includes medical exams, fit testing, and training.

#### Action Items:

- (1) Administrators, department leadership, infection preventionists and healthcare providers should carefully review existing emergency preparedness and outbreak response plans.
- (2) Ensure healthcare personnel infection prevention competency-based training, i.e., the provision of job-specific education, training, and assessment to ensure that healthcare personnel possess infection prevention competency, is in place.
- (3) Screen patients and visitors for symptoms of acute respiratory illness (e.g., fever, cough, difficulty breathing) before entering your healthcare facility. Keep up to date on the recommendations for preventing spread of COVID-19 on CDC's website.
- (4) Ensure proper use of personal protection equipment (PPE). Healthcare personnel who come in close contact with confirmed or possible patients with COVID-19 should wear the appropriate personal protective equipment.
- (5) Conduct an inventory of available PPE. Consider conducting an inventory of available PPE supplies. Explore strategies to optimize PPE supplies.
- (6) Encourage sick employees to stay home. Personnel who develop respiratory symptoms (e.g., cough, shortness of breath) should be instructed not to report to work. Ensure that your sick leave policies are flexible and consistent with public health guidance and that employees are aware of these policies.
- (7) Review CDC Interim Guidance for Healthcare Facilities: Preparing for Community Transmission of COVID-19 in the United States at <https://www.cdc.gov/coronavirus/2019-ncov/healthcare-facilities/guidance-hcf.html>

#### Contact Information:

- Jessica Arlas, Infection Preventionist or Rebecca Greeley, Infectious Disease Team Lead at [halar@doh.gov](mailto:halar@doh.gov), (609) 826-5964
- The Communicable Disease Service at (609) 826-5964 during business hours

#### References and Resources:

- World Health Organization COVID-19 situation reports <https://www.who.int/emergencies/diseases/novel-coronavirus-2019/situation-reports>
- CDC case counts <https://www.cdc.gov/coronavirus/2019-ncov/cases-in-us.html>
- OSHA COVID-19 <https://www.osha.gov/SLTC/covid-19/controlprevention.html>
- Healthcare Infection Prevention and Control FAQs for COVID-19 <https://www.cdc.gov/coronavirus/2019-ncov/infection-control/infection-prevention-control-faq.html>
- Evaluating and Reporting Persons Under Investigation (PUI) <https://www.cdc.gov/coronavirus/2019-ncov/hcp/clinical-criteria.html>
- Association for Professionals in Infection Control and Epidemiology (APIC) PPE Do's & Don'ts <https://professionals.site.apic.org/infographic/ppe-dos-and-donts/>
- National Institute for Occupational Safety and Health (NIOSH) Respiratory Protection Infographics <https://www.cdc.gov/niosh/npptl/RespiratorInfographics.html>
- CMS Infection for Healthcare Facilities Concerning 2019 Novel Coronavirus Illness <https://www.cms.gov/files/document/qso-20-09-all.pdf>
- CDC LTC Respiratory Surveillance Line List <https://www.cdc.gov/longtermcare/pdfs/LTC-Resp-OutbreakResources-P.pdf>





For more information: Email:  
[DLGS@dca.nj.gov](mailto:DLGS@dca.nj.gov)

## Division of Local Government Services (DLGS)

"The Division strives to help all local governments  
achieve excellence, efficiency, and long-term fiscal  
stability in their operations"

Given the recent attention to the potential impacts of coronavirus, the Division issues this notice as a general precaution and to remind local units of options available to ensure the continued regular operation of government.

The Division of Local Government Services reminds local units that, in accordance with N.J.S.A. 10:4-6, et seq., (the "Open Public Meetings Act," or "Act"), public meetings may be held in person or by means of communication equipment, N.J.S.A. 10:4-8(b), to include streaming services and other online meeting platforms. All meetings, including those held using communications equipment, must be noticed in a manner consistent with the requirements of the Act, unless the meeting is for emergent circumstances and held in a manner consistent with the requirements set forth at N.J.S.A. 10:4-9(b). Local units should also provide guidance to the public for remotely accessing and providing comment at a meeting. Local units should still have an advertised meeting place, which, is connected to the meeting through communications equipment, unless otherwise directed by state or local emergency management or health officials, consistent with Executive Order 103 (Murphy 3/9/2020).

This mechanism has been used by local governments during weather events and other circumstances that render in-person meetings less than optimal.

Local units are reminded that they are required to provide a means of public comment even if a meeting is held remotely. Further, if a local unit currently records the audio or video of its meetings, we recommend that it continue to record a remote meeting.

Local units holding meetings remotely are advised to avoid entering executive or closed session unless the topic of concern is urgent, directly affects the health, safety, or welfare of residents, and is an allowed exception as listed in N.J.S.A. 10:4-12, given the difficulty of ensuring only appropriate individuals are on the line during a separate session. If an executive or closed session is necessary, local units must use a mechanism that ensures the confidentiality of closed session. To this end,

after announcing the executive or closed session at the public portion of the meeting consistent with the Act, a local unit may consider using a separate, non-public, dial-in mechanism for the executive or closed portion of the meeting.

In preparation for upcoming community events and meetings of public bodies, local units are encouraged to coordinate with legal counsel and local offices of emergency management to ensure continued compliance with N.J.S.A. 10:4-6 and other statutory obligations.

Victor Figueroa

NAHRO Direct News <nahro@nahro.org>

Monday, March 16, 2020 2:31 PM

Victor Figueroa

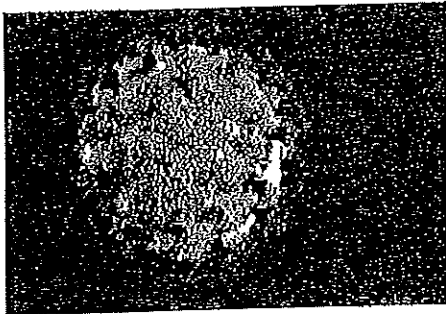
HUD Publishes COVID-19 FAQ for Public Housing and HCV Program

Plus: COVID-19 webinar, survey question, and more!

Problem viewing this email? View in browser



## HUD Publishes COVID-19 FAQ for Public Housing and HCV Programs



The Department of Housing and Urban Development has published a new Frequently-Asked-Questions (FAQ) document on COVID-19. The document provides answers to questions related to emergency preparedness, operational concerns, eligible uses of funds, and relocation. Additionally, the document announces a new email address (PIH-[COVID@hud.gov](mailto:COVID@hud.gov)) that can be used to contact HUD with additional questions about operating in this new

environment. Links to this and other information have been posted to NAHRO's coronavirus resource page.

NAHRO has been in contact with HUD throughout this event and is working to make sure that HUD is responsive to the evolving needs of housing agencies. We are pleased that HUD's Office of Public and Indian Housing (PIH) has put out this document to help guide PHA operations and expects the Department to continue updating this guidance and publishing additional guidance as additional operational questions arise.

As always, NAHRO encourages all housing agencies to keep informed about the COVID-19 event by closely monitoring the Centers for Disease Control and Prevention COVID-19 website.

A letter from PIH and the Office of Multifamily Housing can be found [here](#).

The full FAQ can be found [here](#).

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## **THIS WEDNESDAY COVID-19 and Housing Agency Operations**

**Wednesday, March 18 | 12 - 1 pm EDT**

Please join NAHRO for an informational, members-only webinar on the impact of COVID-19 on your operations and the families you serve. We'll review the latest guidance from the federal government, particularly HUD, and hear from you on the critical issues you're facing and the additional guidance you need.

**NOTE:** This webinar is a complimentary, members-only benefit. Please log in before you register.

**REGISTER NOW**

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### **NAHRO Wants to Know**

Considering the guidance released by PIH and the suspension of REAC inspections, are there either regulatory flexibilities or funding resources that you need immediately to continue operations uninterrupted in the next three to six months?

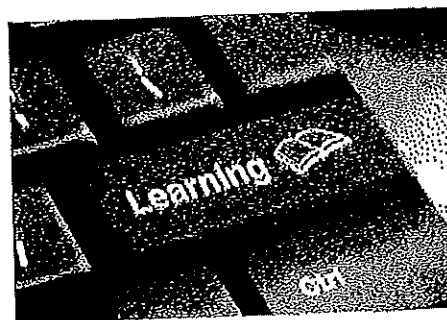
**ANSWER SURVEY QUESTION**

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**Learn Where You Are With NAHRO Webinars!**



NAHRO is committed to providing you with the skills and information you need – no matter where you are! Here are just a few of our many online learning opportunities:



- HCV Homeownership with Proficiency Test (March 18-19)
- Competencies and Industry Best Practices to Being an Effective Housing CEO (March 19, 1:30 - 4 p.m.)
- SEMAP (April 8-9)

A complete set of our professional development and certification offerings are available on our website.

Keep watching our calendar! We will be offering more courses soon.

**SEE CALENDAR**

[Membership](#) | [Professional Development](#) | [Conferences](#) | [Certification](#) | [Blog](#)



National Association of Housing and Redevelopment Officials  
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**HIGHER LOGIC**

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## **HOUSING AUTHORITY OF THE CITY OF CAMDEN**

### **REOPENING PLAN**

**JUNE 2020**

#### **CONTENT**

1. ACKNOWLEDEMENTS
2. PURPOSE
3. OPERATIONAL PROTOCOLS
4. COMMUNICATIONS
5. FACILITY MANAGEMENT
6. ASSISTANCE TO RESIDENTS
7. EMPLOYEE PRIME RESPONSIBILITIES
8. APPENDIX
  - a. VOCABULARY
  - b. REFERENCES
  - c. RESOURCES

## ACKNOWLEDEMENTS

This reference document is a compilation of information obtained primarily from knowledgeable sources including the World Health Organization (WHO), Center for Disease Control and Prevention (CDC), U.S. Department of Housing and Urban Development (HUD), Occupational Safety & Health Administration (OSHA), and other public and private entities. The intent is to provide relevant guidance in an easily to locate manner to protect personnel, residents, and visitors and provide education and training.

## PURPOSE

- Maintain essential business operations, while Reducing the spread of disease among staff, residents, and visitors
- Provide crisis management support for residents, including the coordination of food and medical services
- Minimize financial impact on those effected by closure or modified operations
- Comply with city, state, and federal authorities

## Introduction

The Housing Authority of the City of Camden (HACC) should reopen only if social distancing, proper cleaning and disinfecting requirements and protection of workers and residents can be ensured.

Testing equipment, rearranging furniture and equipment, cleaning and disinfecting, installation of shields, installation of hand sanitizing and no-touch temperature reading is required prior to reopening.

A number of activities that residents and staff have become accustom to will need to be scaled back or modified due health and safety of approximately ### individuals that we house and service on a daily basis, our 106 employees, and visitors is our highest priority.

HUD's Disaster Readiness & Preparation Guide 2016 warns that emergencies and threatened emergencies may affect a PHA's ability to operate; local resources may not be available; staff

may be adversely affected and unable to assist. We have compiled and reviewed documents and publications from various sources to identify best practices to prepare for the reopening of HACC's operations.

Policy and operational guidance are implemented to protect employees, residents, and visitors to reduce the transmission of infectious diseases. While COVID-19 is the motivation, these steps are useful with other viruses, bacteria, and other airborne & touch illnesses.

In some instances the Board of Commissioner must pass a resolution authorizing the Executive Director or her/his designee to take any of or all of the emergency actions as may, in his/her judgment, be needed to protect HACC operations and the health, safety and well-being of HACC employees, residents, visitors (anyone who is not an employee or resident).

- Conducting inventory and procuring additional sanitation, disinfection and infection control supplies in advance, Personal Protection Equipment for staff, masks, gloves, coveralls, no-touch temperature detection equipment
- Obtaining enhanced technology to support current and upcoming communications and work challenges created by COVID-19
- Investing in more touch-free technology – levers, automatic doors, sinks / common area items
- Creating a notification strategy/campaign to manage expectations of staff and residents
- Training staff performing cleaning, trash pickup, unit repairs, interviewing, coordinating services
- Identifying work from home task for each work classification
- Identifying for ready access staff, residents, emergency service providers, vendor, and, contractors
- Revising the use of community rooms (staff office space, staff meeting with individual clients, staff meeting)
- Identifying all long-term storage areas appropriate for use for sanitation, personal protective equipment, and other needed supplies



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- Elevating infection control as a priority in all operations in conjunction with health and safety
- Considering using videoconferencing or teleconferencing when possible for work related meetings and gatherings to avoid risks associated with commercial travel. Until further notice, HACC will check with the CDC's Traveler's Health Notices for the latest guidance and recommendations
- Training / Education – Will be conducted virtually as much as possible, or if in person ensure that social distancing is maintained. HACC will notify employees of new workplace policies and changes prior to reopening and upon resuming operations. As appropriate, employees will receive, at minimum, awareness training on cleaning and disinfection products used in the workplace following OSHA Hazard Communication Standards. For employees who will use disinfectants and cleaners, training should also include proper use, PPE, disposal and all precautionary measures
- Modifying Work Tasks - Workers that service multiple residents, site, units, contractors, vendors, or partners must retain a distance of at least six feet when interacting. HUD does not mandate in-person meetings for income certification or recertification (OC13).
- When possible, the following tasks can be performed remotely to avoid in-person contact.
- Interviewing
  - Leasing/Voucher Issuance
  - Program Eligibility (Applications, Annual/Interim Re-Certifications)
  - Inspections
  - Requests for Relocation / transfers
  - Hearings
  - Rent Calculations
  - Intake Briefings
  - Others to be determine
- Maintenance
  - Will not enter an apartment without appropriate personal protective equipment
  - Maintenance requests will continue to be processed
  - All routine and annual unit inspections are postponed until further notice
  - Life and safety inspections will be conducted, as needed
  - Inspection of and repair to vacated units will continued for new occupants
  - Re-inspection of HCV units will be completed via self-certification

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# HOUSING AUTHORITY OF THE CITY OF CAMDEN DIRECTORY

Name	Department	Title	Phone	Email

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EMERGENCY CONTACTS			
SERVICE	NAME	PHONE	EMAIL
Police			
Fire			
City			
Ambulance Service			
Ambulance Service			
Hospital			
Hospital			
Hospital			
Transportation Service			
Transportation Service			
Gas			
Electric			
Cable			
Phone			
American Red Cross			
On Call Employee List			
Emergency Vendor List			
Emergency Contractor List			

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VENDORS/CONTRACTORS			
SERVICE	NAME	PHONE	EMAIL
Air Conditioning			
Boilers			
Compactors			
Electric			
Elevator			
Exterminating			
Fire & Sprinkling			
Fire Alarm Monitoring			
Generator			
Gutters			
Heating			
Laundry			
Lawn Care / Tree Service			
Locks			
Oil			
Painting			
Plumbing			
Rugs			
Security			
Trash			
Supplies - Office			
Supplies - Maintenance			
Supplies - Others			
Snow Removal			
Vehicle repair			
Vending			
Welding			

## OPERATIONAL PROTOCOLS

HACC's Executive Offices are located on the second floor of the Kennedy Towers Senior Building. On a daily basis, this facility is frequented by more than 100 residents, their friends/families, and service providers. Housing Authority personnel, vendors, contractors, and partners also utilize the same entrance, lobby, elevators and in some cases common area restrooms. Due to social distancing guidance, the size of the executive conference room can only fit 4 or 5 people safely.

Normally, the Success Learning Academy provides alternative education and related supportive services. However, the earliest students will have an opportunity to repopulate this facility is after September 8, 2020. In the interim the building will be used, as needed, by Executive Staff.

When necessary, HACC will conduct appropriate business from the Success Learning Academy, located at 140 Boyd Street. The Success Learning Academy is located within two blocks of Kennedy Towers. There are 6 classrooms, 6 dedicated offices, and a large multipurpose room that can host at least 10 individuals while adhering to social distances guidelines, 3 restrooms, 3 storage rooms, a kitchen, and parking for 12 vehicles. It may be necessary to install remote video entry, additional internal and exterior security, as well as upgraded internet service and other computer technology.

ESSENTIAL OPERATIONS	
Accounts Payable – Payroll, Rent to Landlords, Vendors, Contractors	Move-ins
Emergency and Urgent Work Orders	Procurement
Human Resources	Rent Collection
Inspections	Resident Services
IT Support	Sanitizing Common Areas
Legal	Security
Mail Processing	Trash Pickup
Modernization	Unit Turn Around

HACC will determine which task can be complete remotely and by which staff. Consideration should be given from Enrique Dans, Senior Contributor, Leadership Strategy's As More People Need To Work From Home, Companies Need To Ask Themselves If Their IT Managers Are Up To The Task, writes:



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"The changes triggered by the coronavirus pandemic is leading many companies that were not prepared for their employees working from home to accept it out of necessity, with all that this entails.

On the one hand, there are old-fashioned companies obsessed with absenteeism that never bothered to install the right technology to allow for their employees to work from home, because they never conceived of them doing so, and that now find themselves lacking the protocols, practices and tools needed to provide minimally secure channels.

Then there are organizations with paranoid IT managers who have implemented practices that were never intended to enable working from home, and who are now discovering in the new context created by the pandemic that their policies largely prevent employees from connecting to their systems.

All the signs are that the pandemic will change to varying degrees the way we work: many of the practices being imposed in organizations as part of the security measures needed to combat the spread of the pandemic will likely remain in place after it has been brought under control."

Determining who can or should and under what circumstances an employee can work remotely requires serious consideration. HACC must draft telecommuting, home usage of HACC-owned equipment, and remote access policies.

Areas with enhanced exposure risk include:

- Lobbies
- Computer Labs
- Community Rooms
- Bathrooms
- Kitchens
- Elevators
- Conference and meeting rooms
- Inspections of occupied units
- Work order in occupied units
- Interviews Areas

- In-person appointments with residents
- Working in close proximity with co-workers
- In-person meetings with external partners
- In-person meetings in general
- Interaction with vulnerable populations

## MAINTAINING A HEALTHY ENVIRONMENT (Reducing Transmission per CDC Guidance)

Prior to reopening, consider flexible work schedules, work from home options, and anticipate a hesitant and potentially uncomfortable workforce. Protective measures and supplies are available prior to occupancy (e.g., demarcate floors that have access to the public, rearrange office layout to increase distance between employees, provide adequate hand washing/hand sanitizer supplies, etc.).

Residents and staff are encouraged to take everyday preventive actions to prevent respiratory illness, including staying home when sick; appropriately covering cough and sneezes; cleaning and then disinfecting frequently touched surfaces; and washing hands often with soap and water.

### Modified Work Rules, as needed

- Suspending routine work orders
- Suspending of housekeeping inspections
- Altering schedules to reduce mixing (e.g., staggering meals, activity, and arrival/departure times)
- Rotating or staggering shifts to limit the number of employees in the workplace at the same time
- Implementing flexible sick-leave policies and actively encouraging sick employees to stay home
- Avoiding non-essential travel
- Replacing in-person meetings with video-or tele-conference call whenever possible
- Reviewing usual absenteeism patterns among staff to identify if the rate of absenteeism increases

### Space Utilization

- Repurposing space utilization to achieve optimal workplace social distancing
- Removing of furnishings from congregate/common areas
- Redesigning office spaces and rearranging furniture to minimize contact
- Arranging tables and chairs at least six feet apart

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- Installing Plexiglas barriers, multiple hand sanitizer stations, readily available disinfectant wipes, hotline to advise of potential infection, response team to extract potentially infectious personnel

#### Promoting social distancing

- Canceling public or group activities and events
- Canceling all public or non-essential group activities and events
- Reducing the risks associated with essential group activities, the following social distancing measure must be considered
- Limiting program with external participants
- Limiting the number of attendees at a given time to no more than (see most recent official recommendation), including staff and presenters. The actual number of individuals occupying a given area will be determined by the amount of space available and its configuration
- Informing workers and volunteers to avoid close contact with residents
- Limiting visitors and volunteers to essential persons
- Advising residents to stay home and avoid public places
- Informing residents by using print materials and high-visibility posters
- Ensuring that adequate supplies to support health hygiene behaviors, including soap, hand sanitizer with at least 60% alcohol, tissues and no-touch trash receptacles are available in multiple locations within the common areas of each building
- Closing of community rooms, computer labs, kitchens, etc.
- Suspending meetings of resident councils, youth, elderly, disabled, and self-sufficiency meeting of more than (see current numerical restrictions in accordance with social distancing guidelines)
- Create an employee self-certification "fitness for work" declaration to be signed by returning workers and filed in their personnel file
- Identifying additional support services for staff and residents
- Placing hand sanitizer in multiple locations to encourage hand hygiene
- Placing posters that encourage reduced transmission at entrances and in other workplace areas where they are likely to be seen

#### Employee Personnel Protection Plan

- Avoid contact with people who are sick
- At all times, wear a face covering or something better if you have it
- Cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow
- Avoid touching your face, nose, eyes, etc.
- If you get the urge to sneeze or cough, you should cover your nose, mouth, and mask with a towel or handkerchief

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- At minimum, you should wash your hands often with soap and water for at least 20 seconds and upon arrival to work, after touching your face or face covering, any common contact surfaces and when leaving work
- You should wash your hands and face thoroughly immediately after sneezing or coughing
- Keep disinfectant wipes and hand sanitizer at your desk
- Clean and disinfect frequently touched surfaces, including tables, doorknobs, light switches, handles, toilets, faucets, sinks, workstations, keyboards, computers, printers, copiers, cell phones, etc.
- Avoid other employees' phones, desks, offices, or other work tools and equipment, when possible. If necessary clean and disinfect them before and after use
- Avoid sharing of tools and equipment
- Keep personal items away from common work areas
- Remove candy jars and other item usually shared with others
- Use a paper towel on doorknobs and to turn faucets on and off
- Inform your immediate supervisor if you have concerns about the PPE that may be provided to you and that you are properly instructed on how to use it
- Disclose a positive Coronavirus test result for you, a family member, or someone within your social circle
- Inform your immediate supervisor if you become ill
- Stay at home if you have symptoms as described in this document

### Health Check

HUD has indicated that, "PHA's have the Housing Authority to restrict visitors from public housing properties." (OC28)

All individuals entering a HACC facility are required to submit to no-touch temperature screenings. All staff and visitors (anyone who is not an employee or resident) are also required to complete HACC's "Illness Surveillance Employee/Resident/Visitor Questionnaire." **HOW OFTEN UPON ENTRY PER DAY TO BE DETERMINED**

Each site manager will designate an area for storage of delivered packages that they may be disinfected or allowed to sit more than 24 hours before final delivery. Anyone who handles a delivered package must immediately wash their hands. No vendor should be allowed office access unless their service requires it; invoices can be dropped off in a lock box or with the package.

Employees who appear to have symptoms upon arrival at work or who become sick during the day will immediately be separated from other employees, residents, and visitors and sent home.

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HACC will deny entry to any employee or visitor who, in HACC's opinion, appears to be exhibiting. HACC will adhere to the guidance indicated in the Resident Assistance section of this document for resident who appear to have any of the below listed **COVID-19 Symptoms**:

- Fever (100.4+ F)
- Cough
- Shortness of breath
- Nasal Congestion
- Fatigue
- Sore Throat
- Headache
- Muscle or Joint Pain
- Nausea or Vomiting
- Phlegm Production
- Chills

Local health officials, staff, and if warranted, residents will be immediately notified of a possible case while maintaining confidentiality as required by the Americans with Disability Act (ADA)

HACC may close off the areas used by the sick person until after cleaning and disinfection and when possible, wait 24 hours before entering the affected area(s).

#### Assistance to Residents (Service Coordination)

Congregate services and activities of more than (# to be determine based on government guidance) are suspended until further notice.

HUD has determined that Service Coordinators, in order to minimize disruption in case management, Service Coordinators should make their contact information available in a variety of ways, regardless of funding source (SG2 & 3)

- Phone
- Text
- Web-based and Smart Phone-based Videoconferencing
- HACC's webpage
- Social Media Account
- Out-of-office message with office email address



- Out-of-office message with personal phone and/or email address (OPTIONAL)

HACC's Service Coordinators will also provide the following enhanced/prioritized functions:

- Identifying residents with unique/special needs and working with create "care plan" especially for elderly and/or disabled residents based on CDC guidance
- Expanding partnerships ensuring recovery resources are sourced from a wide range of public and private community partners
- Identifying and linking residents to food and medical resources
- Encouraging residents to secure an increased supply of routine and prescribed medications
- Assisting elderly and/or disabled residents with identifying alternative care givers if there should be an interruption of services
- Identifying, when allowed by the resident, an emergency contact list of family, friends, and service providers, including medical personnel
- Finding ways to support residents in managing stress and anxiety
- Establishing a "buddy" system to ensure residents stay connected
- Determining resident need for digital devices and training needs
- Encouraging and assisting residents to obtain any and all economic stimulus and other benefits they are entitled to receive
- Encouraging residents to take everyday preventive actions to prevent respiratory illness, including staying home when sick; appropriately covering cough and sneezes; cleaning and then disinfecting frequently touched surfaces; and washing hands often with soap and water
- Advising residents to avoid crowds and keep your distance from others, especially in poorly ventilated spaces
- Advising residents to avoid, the extent possible, touching elevator buttons, door handles, handrails, etc.
- Providing advice on keeping their homes clean and disinfected
- Asking residents to if they feel ill and perhaps showing COVID-19 symptoms

### Residents Showing Symptoms of COVID-19 or other Illnesses

- Contact the resident and ask the following questions:
  - Do you feel well?
  - Are you experiencing any of these symptoms?
    - Fever (100.4+ F)
    - Cough
    - Shortness of breath
    - Nasal Congestion
    - Fatigue
    - Sore Throat
    - Headache
    - Muscle or Joint Pain
    - Nausea or Vomiting
    - Phlegm Production
    - Chills
- Have you seen a doctor?
  - If the answer is no, ask:
    - What assistance do you need?
  - If the answer is yes:
    - Has a family member or friend been contacted? If so what is their name and contact information?
- Did the doctor test for COVID-19?
- Are you following the doctor's orders?
- If the doctor ordered you to self-quarantine, what date did you begin?
- HACC will notify local health officials, staff, and residents immediately of a possible case while maintaining confidentiality as required by the Americans with Disability Act (ADA)
- If a HACC becomes aware of an occupant with COVID-19, the Housing Authority will engage a 3<sup>rd</sup> party sanitation vendor to complete a thorough cleaning and disinfecting of the floor and the apartment.

### **PROCUREMENT**

HUD has issued the following guidance regarding procurement policies for PHAs to meet COVID-19 response needs (EP5): In accordance with Federal Regulations at 2 CFR § 200.320

permits a PHA to solicit a proposal from one source only when one or more of the following circumstances apply:

1. An item is available only from a single source;
2. A public exigent or emergency for the requirement will not permit a delay resulting from a competitive solicitation;
3. HUD expressly authorizes noncompetitive proposals in response to a number of sources;  
or
4. Competition is determined inadequate after solicitation to a number of sources.

Eligible use of Operating and Capital Funds for activities and purchases supporting COVID-19 responses (EU1):

- Staff labor hours for emergency planning and response
- Personal protective equipment (PPE)
- Cleaning supplies such as disinfectants and sanitizers
- Contracted services for cleaning
- Transportation of staff to perform essential functions and assist residents
- Capital expenditures designed to improve the safety of residents such as improved ventilation systems and high-grade filters, portable air filtration equipment, and portable humidifiers
- Necessary equipment to protect people engaged in modernization activities
- Public health training
- IT equipment and upgrades
- Sanitation equipment for common areas

Activities and purchases that can be supported with Housing Choice Voucher Administrative Funds (EU2)

- Staff labor hours for emergency planning and response
- Personal protective equipment (PPE)
- Cleaning supplies such as disinfectants and sanitizers
- Transportation of staff to perform essential functions and assist residents
- Cost to upgrade equipment or technology to facilitate electronic communication and reduce reliance on in-person meetings and transactions

In case where HACC has an existing contract with a vendor/contractor we will utilize their services and supplies. However, prudence demand that we simultaneously identify alternative suppliers for critical goods and services, as some goods and services may be in higher demand or unavailable. HACC will review all vendor agreements regarding facilities management and

maintenance to ensure alignment with required services due to COVID. A few of the needs include:

Supplies:

- Sanitizer
- Decontamination and protective supplies
- Waste management supplies and services
- Masks
- Gloves
- Portable Response Emergency Response Apps

Equipment:

- Hand Sanitizer Dispenser
- No touch thermometers
- Electrostatic vapor disinfectant sprayers
- Ultra violet lights
- Protective equipment
- Work from home electronic devices such as laptops, tablets, cellphones, printers, etc.
- An assortment of technology infrastructure (services, hardware, software, office automation, personnel and training)
- Infection control (equipment, supplies, personnel and training)
- Doorbells with video access for remote entry
- Locked mail boxes
- Intercoms
- Levers to replace doorknobs
- Touch-reducing amenities – double swinging doors, motion sensor lights

## CLEANING AND DISINFECTING

According to the CDC:

***Cleaning*** refers to the removal of dirt and impurities, including germs, from surfaces. Cleaning alone does not kill germs. But by removing the germs, it decreases their number and therefore any risks of spreading infection.

***Disinfecting*** works by using chemicals, for example EPA-registered disinfectants, to kill germs on surfaces. This process does not necessarily clean dirty surfaces or remove germs. But killing germs remaining on a surface after cleaning further reduces any risk of spreading infection. “

Two CDC publications are attached:

- Cleaning and Disinfecting Your Facility (Everyday Steps, Steps When Someone is Sick, and Considerations for Housing Authority; and
- Cleaning and Disinfection for Community Facilities (Interim recommendations for U.S. community Facilities with Suspected/Confirmed Coronavirus Disease 2019 (COVID-19))

Both contain relevant and sometime overlapping information. Their focus mirror required training topics for HACC staff. The areas covered include:

- How to Clean and Disinfect
- Soft surfaces
- Electronics
- Linens, Clothing and other items that go in the laundry
- Cleaning and disinfecting your building or facility if someone is sick
- Cleaning and disinfecting outdoor areas
- Staff best practices
- Alternative disinfection methods
- Special instructions for facilities that house people overnight
- Personal Protective Equipment (PPE) and Hand Hygiene

### **Enhanced Cleaning Practices**

Maintenance crews will be trained to thoroughly address each common area and sanitize such as but not limited to door handles, handrails, counter tops, and common area bathrooms. This sanitation will be in addition to our normal schedule of janitorial work at these locations. Special attention will be given to "high-touch surfaces, including, but not limited to door handles, faucets, toilet handles, light switches, elevator buttons, handrails, countertops, chairs, table, remote controls, shared electronic equipment, and shared exercise equipment.

Personnel responsible for cleaning and disinfecting must follow the manufacturer's instructions for all cleaning and disinfection products (e.g. concentration, application method and contact time, necessary personal protective equipment, etc.). A list of products that are Environmental Protection Agency (EPA) approved for use against the virus that causes COVID-19 is attached. As needed, HACC will procure the services of industrial hygiene experts.

Site Management will establish a disinfection routine to ensure all contact surfaces are disinfected regularly. A checklist will be used as an audit system to track when and how cleaning is conducted.

Elevators can be a problem, says George Rutherford, professor of epidemiology at the University of California, San Francisco, since it is nearly impossible to keep an appropriate distance from other people in such a small space. Everyone should be wearing masks. And "face the wall so you're not breathing in someone else's breath," he says.

- Surfaces like elevator buttons, doorknobs and printer buttons should be disinfected regularly. Even so, employees should use a tissue or paper towel to handle them and immediately use sanitizer or wash their hands, says Dr. Poland. "Every hard surface should be considered potentially contaminated," he says.

**Common office electronics (e.g., phone, printer, keyboard, mouse, and personal devices)**

- Use disposable products when possible
- If reusable products are used, ensure that these products are maintained, handled and cleaned per product instructions
- Office personnel must remove items and personal effects and other items from surfaces before leaving work each day to facilitate surface cleaning
- Identify items with likely surface contact that are difficult to clean and remove or replace with alternatives

The American Industrial Hygiene Association has issued the following Reopening Guidance for General Office Settings:

**General Office Space Configuration**

- Prior to re-occupancy, perform a detailed review of the configuration of your workspaces
- Consider eliminating reception seating areas and requesting that guests phone ahead or install a plastic partition at the reception area
- Review floor plans and remove or reconfigure seats, furniture and workstations as needed to preserve recommended physical distancing in accordance with guidelines
- Reconfigure workstations so that employees do not face each other, or establish partitions if facing each other cannot be avoided
- Temporarily replace amenities that are handled with high contact frequency, such as water coolers, coffee makers, and bulk snacks and replace them with alternatives



- Consider using signage to deter use of amenities
- If vending machines are used, provide and require cleaning and disinfectants to wipe down after each use
- Reduce tasks requiring large amounts of people to be in one area. Design work to reduce or eliminate trade stacking in the same area
- Employees should be encouraged to use virtual meeting tools, including phone and virtual teleconference, in lieu of in-person meetings, whenever possible
- If in-person meetings are essential, consider limiting meetings to 10 people or less depending on local, state, and federal guidelines

#### **Conference Rooms**

- Conference rooms that are used should be disinfected on a daily basis at minimum
- Disinfectant wipes or spray should be left in each conference room and employees should be encouraged to wipe down all surfaces and equipment (e.g., mouse, keyboard, and phone) touched during conference room meetings
- Consider limiting in-person meetings to 10 people or less, if virtual meetings are not feasible
- If meetings are to occur in person, they should be conducted in a quick manner
- Lingering and socializing before and after meetings should be discouraged

#### **Lobby and Common Areas**

- Common areas (e.g., lobby, security check-in) should be cleaned and disinfected on a daily basis at minimum
- Regulate the use of common areas with clear signage (including maximum occupancy) and physical distancing measures in accordance with public health rules and guidelines
- Provide cleaning supplies for employees to utilize before/after they use common spaces and contact surfaces
- Encourage staff not to linger or socialize in common areas
- If physical distancing is not possible, then partitions can be placed between desks

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- Disinfect all surfaces and commonly touched equipment (e.g., check-in tablets)
- Housing Authority should not provide communal meals to employees, and should not make food available in common areas where employees may congregate

### **Kitchen**

- Kitchen areas should be cleaned and disinfected on a daily basis at minimum
- Kitchen equipment should also be cleaned on a routine basis
- Coffee machines, refrigerator handles, and the ice machine handles should be disinfected at least three times per day
- The outside of dishwashers should be cleaned at the beginning and end of each shift
- All silverware and dinnerware should be cleaned in the dishwasher. This helps ensure thorough cleaning and disinfection
- Silverware should be stored in a way so that adjacent silverware is not easily touched when a worker is retrieving a piece
- Ice machines that require a handheld scoop should not be used, as it is difficult to control potential contamination in this case
- Water/beverage faucets that require workers to operate them with their hands should also be disinfected three times per day
- If silverware and dishes cannot be kept clean and covered, disposable options are recommended
- Congregating in kitchen areas should be discouraged

### **Restrooms**

But it is the office bathroom that is the real hot zone, says Dr. Poland. Some research has found that the novel coronavirus is present in stool and can remain in the digestive tract long after it has been cleared from the respiratory system. Many company bathrooms have removed the lids from toilets so "when they flush, it causes a plume cloud and any virus that was in that stool is now on every surface you can culture, the air ducts, the ceilings, the floors and you," he says. Dr. Poland suggests waiting until no one else is in the bathroom to use it. Avoid the hand dryers, too, since the forced air "very effectively disseminates virus everywhere," he says.

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- Doors to multi-stall restrooms should be able to be opened and closed without touching handles if at all possible
- Place a trash can by the door if the door cannot be opened without touching the handle
- For single restrooms, provide signage and materials (paper towels and trash cans) for individuals to use without touching the handles, and consider providing a key so disinfection measures can be better controlled
- Place signs indicating that toilet lids (if present) should be closed before flushing
- Place signs asking employees to wash hands before and after using the restroom
- Provide paper towels in restrooms and disconnect or tape-off hand air dryers
- Double efforts to keep bathrooms clean and properly disinfected

## **Ventilation**

- Ensure there is an adequate flow of fresh air to workspaces and optimize the ventilation system settings. Some ways to do this are:
- Maximize fresh air through your ventilation system
- Ensure restroom is under negative pressure
- Ensure that the proper filtration is being used for not only normal office use but also what is recommended to control SARS-CoV-2 transmission.
- Clean and disinfect all HVAC intakes and returns daily
- Consider seeking an HVAC professional and see ASHRAE updates for more information
- If fans such as pedestal fans or hard mounted fans are used, take steps to minimize air from fans blowing from one person directly to another
- If fans are disabled or removed, Housing Authority should remain aware of, and take steps to prevent, heat hazards

**WATER FOUNTAINS/COOLERS MUST BE DISCONNECTED AND NOT AVAILABLE AS A SOURCE FOR DRINKING WATER.**

## COMMUNICATIONS

(RH3) – PHAs should maintain up-to-date contact information for everyone in the chain of communications and identify platforms appropriate for the communication need and size of the organization.

HUD has authorized the use of alternative means for public meetings (see OC13). PHA's can use alternative methods (email, mail, or phone) to collect information for new admissions and interim reexaminations for reduced wages or hardship exemptions. "For example, a resident may call to report they have been laid off from a restaurant job. The PHA should attempt to verify this with the landlord. If the PHA cannot obtain this verification, they can document their attempts and continue with the process to adjust the tenant payment."

PHAs that continue with public meetings should follow the latest CDC, state, or local health department guidance. PHAs are permitted to hold meetings remotely or online provided they can accept and post answers to questions submitted during the meeting. In selecting a streaming service, PHAs must ensure they can comply with Section 504 of the Americans with Disability Act." (OC14)

Using accurate, clear, and timely multiple methods of communications are critical to sharing information to employees, residents, vendors, contractor, and the public. HACC must ensure that information is provided in a useful manner for individuals with low or no-English proficiency and low literacy persons.

It is important to provide residents, staff, and others accessing our sites reliable and effective information. Our current priority is basic information about COVID-19, how to protect them, prevent the viruses spread, and where to find more information, especially from health officials. It shall be the policy of HACC that all communications issued by HACC related to operations be preapproved prior to publication by the Executive Director or his/her designee.

HACC needs to create a notification strategy/campaign to manage the expectations of staff and residents when the Housing Authority reopens.

Adopt a communication policy that emphasizes transparency that is customized to your organization.

Establish formal and informal routes of communication for employees to express concerns, questions, comments, and feedback as it relates to IEQ.

Without appropriate and timely communications it could potentially be a chaotic recovery for the Housing Authority thus creating a public relations nightmare.

Without it they may assume that all operational activities will resume as always, like flipping a switch.

#### Topics

Communicate to employees what is being done to mitigate the spread of COVID-19 (e.g., disinfection routine, health policies for staff, and health & safety measures in place). Information on cleaning and disinfectant products is included in HACC's communication training.

Communicate that Housing Authority may limit office hours and close-off or prohibit public access if needed.

If the workplace is located in a multi-tenant location, consider establishing a communication pathway with other tenants to inform of confirmed COVID-19 cases present in the building. Sharing facts about COVID-19 and ensuring that residents, workers, and visitors are aware of the symptoms, health conditions that may put them at a higher risk of becoming sick with COVID-19, and what to do if they become ill.  
Post tips and links to social media sites  
List resources

Update residents and voucher holders with recent information about operational changes that affect them such as, eviction prevention, social distancing, personal preparedness, etc.  
Communicate relevant events, documents, and other information with landlords and partners

- HACC can support residents who have no or limited access to the internet by:
- Providing digital devices with training/instructions
- Delivering print materials to their residence
- Providing easy to understand (multiple languages) signage in high-visibility areas
- Platforms for communicating with employees could include emails, texts, automated phone calls, texts, websites, and signage

HACC should create a YouTube Channel to showcase new protocols for staff and residents. Also, the Housing Authority must create and consistently update contact information for all staff and residents for electronic distribution of information. Paper distribution is an effective vehicle for infection and waste. Door to door distribution of notices is strictly prohibited. The Housing Authority must respond to local, county, state and federal requirements due to uncertainty.

The Housing Authority must obtain and enhance technology to support current and upcoming communications and work challenges created by COVID

## Signage

One of the easiest ways to continuously communicate meaning advice is through clear, concise, well-worded and placed signage. The CDC has developed a series of printable materials and posters that will keep staff, residents, and visitors mindful of safety, good respiratory hygiene, cleaning recommendations, social distancing, and symptom checks. A sample copy is attached. Areas for posting include:

- Bulletin Boards
- Community Room Doors
- Computer Lab Doors
- Lobbies
- Facility entrances
- Exterior benches
- Conference / meeting rooms
- Elevators
- Common area furniture that has not been removed

HACC should consider purchasing multiple LED monitors to display repeating posters that can replace all bulletin boards and tacky homemade posters. The same digital information can be displayed across all locations and be consistent with HACC branding and providing central points of information to residents and staff.

## Social Media

The Center for Disease Control and Prevention (CDC) has published a "Social Media Toolkit" is attached. It includes sample social distancing, stop the spread, face covering, what to do if you're sick, testing, protecting older adults, stress, tips for parents, and protecting yourself while buying gas, and safety practices for critical workers messaging for use with various platforms, including:

- HACC's Webpage
- Facebook
- Instagram
- Twitter
- YouTube

## Virtual Meeting / Video Chat Platforms

COVID-19 has dramatically increased the need to use remote communications for staff, residents, partners, vendors and contractors. The need for residents in particular, to navigate this technology is painfully obvious as related to stay-at-home instructions. Medical, shopping, socialization, general information all require a familiarity with virtual meeting platforms. Costs associated with subscriptions and digital devices, internet services present major hurdles for residents. Solutions must be found and offered. In any event a few of the more popular meeting applications include:

- Skype
- Microsoft Teams
- Zoom
- Google Duo/Meet
- Cisco WebEx

HACC personnel who engage in "video chats" should be mindful of the following recommendations from the American Association of Retired Persons (AARP).

**Use the best device** – Laptops or tables with stands – not smartphones – are best for video calls.

**Get the right angle** – Point the camera down slightly: no one wants to look up a person's nose. Angle the camera towards your eyes.

**Check your background** – Avoid backlit glare from windows and harsh lights, which will cast you as a shadowy silhouette. Also, avoid walking around with your device.

**Improve your sound** – Use earbuds with a built-in mic to help your voice carry more clearly.

**Plan your call** – Before a group call, designate someone to lead and consider using hand rising to control the conversation. Avoid the urge to jump in; it muddles the sound. To reduce noise, ask participants to put themselves on mute when they are not speaking.

## Communications Officer / Specialist

**CONCEPTS** - (Website, Social Media, Virtual Meetings, Portable App, Experience vs. Degree, Innovative, creative (Draft Job Description)- Serve as the staff person responsible for responding to CIVID-19 concerns.

APPENDIX (illustrative documents to be attached to final draft)



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**VOCABULARY – (To be attached to final draft)**

**REFERENCES – (To be attached to final draft)**

**RESOURCES – (To be attached to final draft)**

# **HACC COVID-19 Health and Safety Procedures**

Effective immediately, all employees on HACC property must follow the below steps prior to beginning all shifts.

## **I. PRIOR TO EMPLOYEE BEGINNING WORK**

### **STEP 1: Questionnaire and Temperature Check**

Employee must report to one of the three senior towers—Kennedy Towers, Mickle Tower, or Westfield Tower— or their respective department where they will be working that day to have their temperature checked by Security Staff or designated staff. Employee's temperature must be 100.3 Degrees or below to begin shift.

Staff must record employee's temperature on Employee COVID-19 Questionnaire that has been provided at Security Desk. The fully completed questionnaire must be retained in Security Desk file according to the department in which the employee works.

### **STEP 2: Personal Protective Equipment**

Once employee is approved to work shift by Supervisor and Security Staff, employee must retrieve Personal Protective Equipment (PPE) from their respective Departments for wear during shift. At minimum, PPE consists of masks and gloves which must be worn during entire shift.

### **STEP 3: Sanitize**

Employee must utilize provided disinfectant to sanitize work area prior to beginning work.

### **STEP 4: Maintain Social Distancing**

Employee must maintain social distancing which consists of remaining six (6) feet apart from all others. Employees should remain in their offices and/or ensure that they are in separate areas during their shifts. Employees must not be in direct contact with any other employees, residents, tenants, or visitors.

### **STEP 5: Complete Work Tasks**

Employee commences work tasks while ensuring that they follow the procedures outlined herein.

### **STEP 6: Sanitize**

Sanitize work area and any other open area and devices/equipment that employee has been in contact with. Such includes work space, printers/copiers, and high touch areas. Employee can then end shift.

# HACC COVID-19 Health and Safety Procedures

## STEP 7: Dispose of PPE

Employee must dispose of all used PPE at the end of their shift.

IMPORTANT: If employee has symptoms of COVID-19 at any time during shift, employee must leave HACC Property immediately and advise supervisor of such symptoms.





Employee's Supervisor shall then complete Incident Report and advise Human Resources Department and/or Executive Office of the Employee's reporting. The Report must be submitted to Human Resources Department and filed.

HACC

# Back to Office Orientation

July 28, 2020

## Symptoms of Coronavirus (COVID-19)

			
Cough	Power	Chills	Headache

Shortness of breath or difficulty swallowing

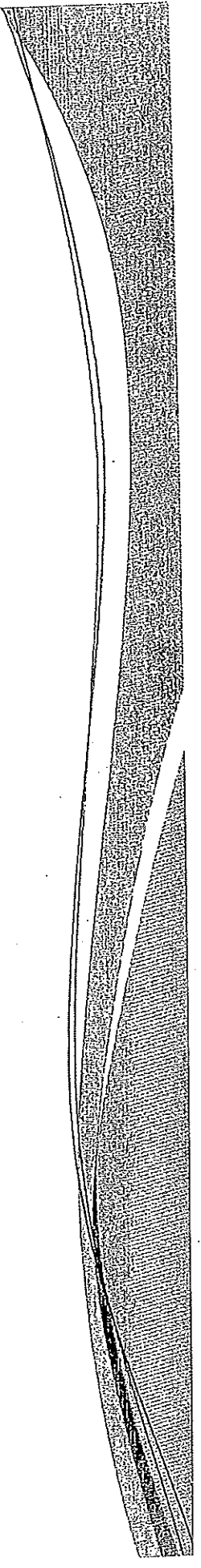
Sore throat

Head loss of taste or smell

- Trouble breathing
- Persistent pain or pressure in the chest
- Inability to wake or stay awake
- Bluish lips or face

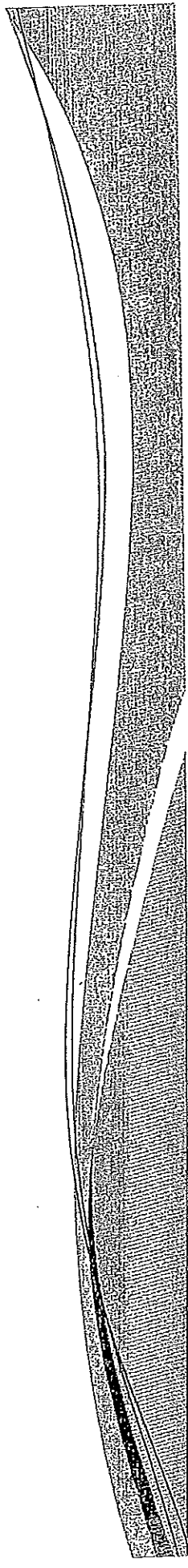
[adcgov/coronavirus](http://adcgov/coronavirus)

**1044032**



# Factors in the Spread of COVID-19

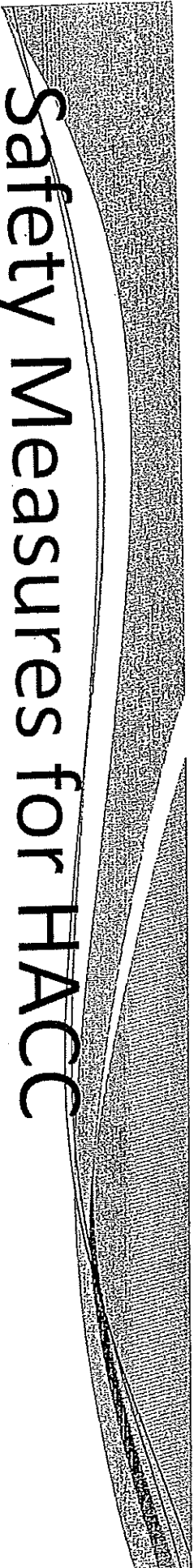
- Time (2 to 14 Days)
- Space (6 feet apart)
- People (Symptomatic or Asymptomatic)
- Place (Greater chance indoor than outdoor)



# Avoid Close Contact

- Close Contact is being within 6 Feet or 2 Arm-lengths for 10 minutes or more and that is when individuals are wearing masks!



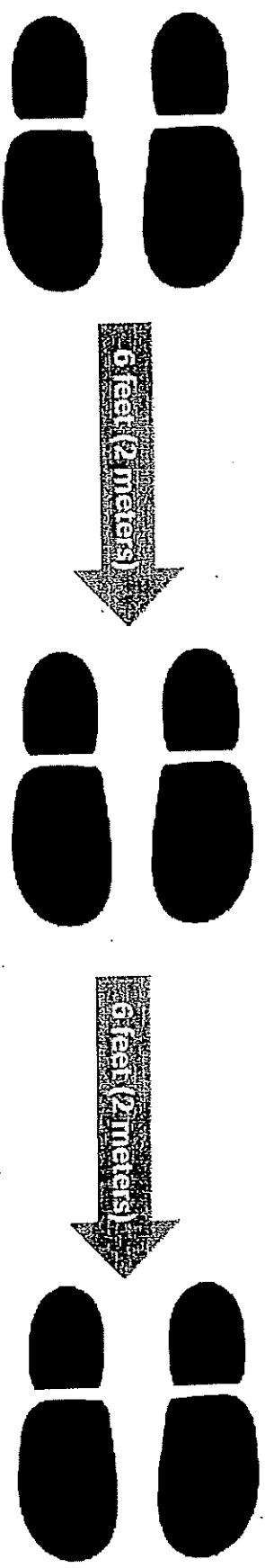


# Safety Measures for HACC Buildings and Facilities

- Employee COVID-19 Self-Health Questionnaire
- Must wear a Mask to enter an HACC Building
- Thermo-scanned before entering the Building/area
- Good hygiene especially when moving about
- Maintaining safe distance from others

# SOCIAL DISTANCING

Help prevent the spread of COVID-19



**Stand at least 6 feet (2 meters) away from others! Thank you!**





# MASK UP!

Reduce Risk of Transmission

COVID-19 Carrier

Others



HIGHEST RISK



HIGHER RISK

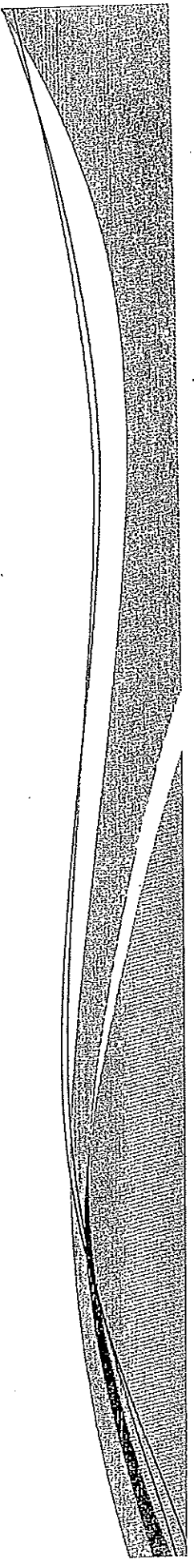


LOWER RISK



LOWEST RISK





# Mask Policy

- Indoors-Common Areas
- Outdoors-NJ Governor's Executive Order
- Face Coverings vs. N95 or K99
- HACCC will provide Masks as needed and available
- Face Shields

# How to Properly Wear a Mask

## Facemask Do's and Don'ts For Healthcare Personnel

When putting on a facemask  
Clean your hands and put on your facemask so it fully covers your mouth and nose.



DO: Always wear the facemask so it fully covers your mouth and nose.



DO NOT: Wear the facemask so it does not fully cover your mouth and nose.

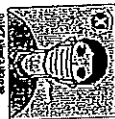
When wearing a facemask, don't do the following:



DO NOT: Touch the front of the facemask.



DO NOT: Touch the front of the facemask.



DO NOT: Touch the front of the facemask.



DO NOT: Touch the front of the facemask.



DO NOT: Touch the front of the facemask.



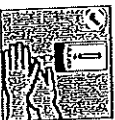
DO NOT: Touch the front of the facemask.



DO NOT: Touch the front of the facemask.

When removing a facemask

Clean your hands and remove your facemask touching only the straps or ties.



DO: Always remove the facemask by touching the straps or ties.



DO NOT: Remove the facemask by touching the front of the mask.

Additional information is available about how to safely put on and remove personal protective equipment, including facemasks, at [www.cdc.gov/ncepi/ppe/](http://www.cdc.gov/ncepi/ppe/).

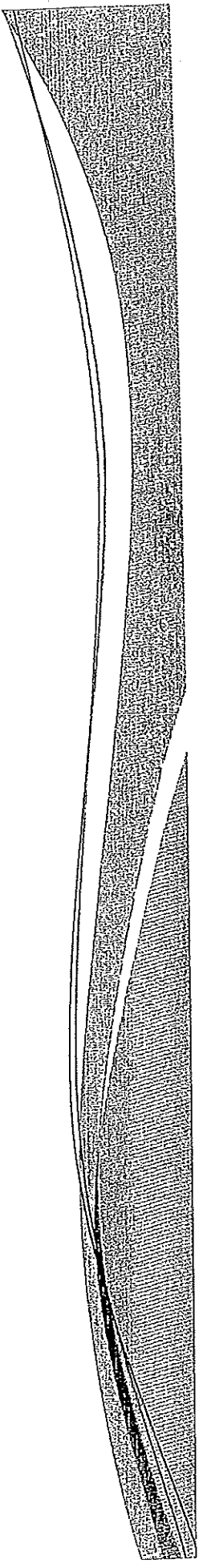


©2004 HHS/ASPR



# Disposable Gloves

- Should be worn for handling money or documents provided by the public or when entering a resident's/tenant's unit
- Gloves can be cleaned with sanitizer between uses
- Bear in mind there is a PPE Shortage and the HACCC staff must be mindful when disposing of "reusable" PPEs including gloves



# Handwashing

- Must be for 20 seconds or more
- Frequent Handwashing Breaks
- Must use Sanitizer that is at least 60% Alcohol





# Working in the New Normal

## Communications

- There can be no Fist Bumps, Handshakes, Hugs or close contact with other people
- Employee must tell Supervisor of exposure to someone who has the symptoms of COVID-19 or has tested positive for COVID-19
- If anyone becomes sick or has the symptoms of COVID-19, the Supervisor must be told immediately
- Supervisor must report/document all violations immediately to management
- Avoid in-person meetings, instead use e-mail, telephones and teleconferencing. If in-person meeting is unavoidable it is to be by appointment only!



# Working in the New Normal-page 2

## Office Equipment

- Do not share Office Equipment including pens, pencils, computers, desks, phones, etc.
- Communal Machines i.e. Copier, Scanner, Refrigerator, Microwave and Keurig-MUST be SANITIZED in the Morning and you should sanitize your hands before and after use
- In addition to what HACCC is currently doing, you will need to develop a cleaning plan for your work area-the frequently touched surfaces should be sanitized daily
- The HACCC will provide Disinfecting Wipes and Sanitizer



# Working in the New Normal page 3

## Lunch areas

- No food can be brought in to share with co-workers unless it is individually wrapped and pre-packaged.
- All hotplates, coffee pots, air fryers, toasters and toaster ovens will be stored until the public health emergency ends.
- Hands must be sanitized before and after using the Water Cooler.
- Eating in a lunch area will be limited to 1 or 2 people at a time subject to Social Distancing. Directors have discretion regarding employees eating at their desks.



# Questions

I hope this was helpful and now it is Time for  
Questions and Answers

If you think of additional questions later or want to ask  
your question privately, please

- Ask your Supervisor

or

- Reach out to HR at [jkostyal@camdenhousing.org](mailto:jkostyal@camdenhousing.org)



**Attachment E**

**CSS**  
**COMMUNITY**  
**SERVICE & SELF**  
**SUFFICIENCY**

## **Resident Initiatives Annual Report**

The Resident Initiatives Department provides the Housing Authority Public Housing residents an array of services for, seniors, adults and youth. The Department oversees several grant funded program which gives the staff the opportunity to assist residents with supportive services for residents of (5) Family sites and (4) Senior sites. These services range from education, employment, training, health, wellness, economic and social service. Our goal is to help residents achieve self-sufficiency and help senior residents age in place.

December 2019 the Resident Initiatives Department staff moved into the Community Supportive Services Building 150 Boyd Street Camden, NJ 08105, aka Success Learning Academy. Relocating to this location placed Resident Initiatives in a better position to serve all the residents of HACC, because the office is less than a mile away for the HACC Executive offices and at the center of all the PHA Sites. In addition to location the added staff was a support top the Success Learning Academy staff that work to provide services in education to residents of HACC and the surrounding community.

The following are the programs overseen by the Department:

**Choice Neighborhood Implementation (CNI) – Branch Village** – awarded in 2016 for a duration of (5) years to provide residents of Branch Village supportive services. Up-to-date (198) households have been relocated and given the Housing option of either other Public Housing sites or Housing Choice Vouchers. Over 60% of residents that were relocated and wanted to return after being temporarily relocated, have returned. The next phase that will be taking place in year 2021-2022, will be (10) Homeownership opportunities. Residents who meet the homeownership criteria have been referred for Financial Literacy and Homeownership training in preparation of this final phase.

The CNI Branch Village Program has partnerships with over (20) local and state organizations, in efforts to ensure a delivery of needed services, for the former and new residents of Branch Village. Originally Case Management services was provided to 198 Households, however the number of residents living on site has increased once the Branch Village phases have been completed.

Choice Case Management services focus on four core areas: education, employment and training, health & wellness and financial literacy. In 2020, the Choice Grant funding was extended from 2021 to 2022, until the final phase is completed in September 2022.

**Resident Opportunity Supportive Services (ROSS):** awarded in 2019, continues to provide supportive services to (25) residents of Baldwin's Run, (25) residents at both Mickle and Westfield Towers. The program has (2) Social Services Coordinators and (1) Social Service Coordinator Intern who participate annually in Nan McKay's Social Service Coordinator Training. Annual assessments are completed and entered in the HUD Approved Grant Solutions Software and results lead to addressing needed supportive services and referrals in health, financial literacy and education.

### **Adult Basic Skills (ABS)**

The NJ Department of Labor awards the Camden County College annual funds to operate as a Consortium that sub-contracts with various partners to provide Basic Skills Classes (formerly GED). CCC has been a long standing partner of HACC to provide Academic Instructions to help participants obtain

the High Equivalency Diploma. The classes are conducted by the ABS Instructor, who is responsible for participant recruitment, instructional classes, reporting and programming.

#### **Board of Education Camden City District - Alternative Program**

The Board of Education has contracted with HACC to provide high school youth grades 9-12 academic instruction. The program is designed to provide youth that are at-risk and with difficulty attending a larger academic setting to attend an alternative program in a smaller setting of (25) students each academic year. This contract is renewed on an annual basis.

#### **JOBS PLUS**

1.7 million was awarded to the Housing Authority City of Camden on August 23, 2018

This program provides employment, training and education assistance; in addition, it gives residents a "Financial Incentive" known as the Jobs Plus Earned Income Disregard (JPEID). Once residents enroll in the program, their rent is locked and there will be **no increase** in rent due to employment income during those four years of the grant funded program. To-date a total of 171 residents have become "members" of the Jobs Plus Program. Exceeding our overall goal of 160 residents enrolled in the Jobs Plus program.

The AV Rising Team consist of a (1) Jobs Plus Coordinator, (1) Job Developer, (1) Career Case Manager, (1) Community Coach. Three Community Coach positions have been open to help residents get on the job hands on training throughout the various departments of HACC. These positions will be filled by 2021.

Jobs Plus is focused on resident's employment needs with the overarching goal to transition unemployed and under-employed Ablett Village residents into full-time living wage employment career paths and health benefits, thereby reducing or eliminating dependence on means tested assistance.

#### **VISION**

The Housing Authority's Vision is to link and leverage public and private resources to create a community where neighbors share a mutual interest in the increased freedom of choice born from economic self-sufficiency and personal self-reliance. Up to date over (30) Community Partners are committed to see this vision come to pass.

#### **OVERALL GOAL**

1. Create a culture of work for the community.
2. Outreach to those least likely to participate in the program
3. Support the households who currently have earned income with supportive services.
4. Provide job supports to ensure maximum job retention with at least 75%, of work-able, assessed residents retaining a job for at least six months.
5. Connect residents to resources that will provide financial incentives
6. Afford youth the opportunity to gain exposure to the workforce and career paths through after-school, weekend and summer career development and work opportunities.
7. Provide Financial Literacy on money management and encourage enrollment in the Individual Development Account (IDA) \$1.50 - \$1.00 match funds saved from earnings program.



8. 8. Develop and sustain effective partnerships to leverage resources to enhance the lives of families as they become employed.

#### **CHOICE NEIGHBORHOOD PLANNING & CHOICE NEIGHBORHOOD IMPLEMENTATION (CNI)**

HACC received a HUD Choice Neighborhood Planning Grant in the amount of \$350,000 in September 2018. The Resident Initiatives Department was the Lead for the People Component of this grant. The Grant was awarded for the Ablett Village (Cramer Hill) Neighborhood and ended in 2021. In 2020 HACC applied for the Choice Neighborhood Implementation (CNI) Grant in the hopes to be award \$35 million to redevelop the Ablett Village Community. The \$35 million grant was awarded to the HACC and the Resident Initiatives Department was selected as the People Lead to carry out the supportive services component for the duration of the grant 2021-2027. The CNI would address (3) Core Components: Housing, Neighborhood and People. The plan is a comprehensive effort comprised of local, county and state organizations -partnering with the HACC to fulfill the HUD mandated requirements.

The CNI award will allowed each component to develop a Implementation plan based on the needs of all 3 components. The Resident Initiatives, People component consisted of completing an Ablett Village resident survey; completed by 168 residents; 60% of the overall Household population, meetings and workshops with residents and meetings and workshops with local partners, consisting of business owners, social service agencies, local universities, health and wellness entities and employment services. In total we have over 30 agencies that partnered with the CNI for Ablett. We are scheduled to implement the program based on the HUD Grant Agreement and Timeline.

A Case Management Team will be put together to serve the people of Ablett Village for a period of (6) years. The Team will consist of Program Coordinator, Case Managers, Outreach Workers, Clerk, Driver and a People Partner Coordinator which will be contracted to work with our partners. The plan is to have a team in place by November 2021. The Choice Ablett Team will be based out of the Success Learning Academy, which is less than a mile away from the Ablett Village and provides the space to hold programming and services to the residents and surrounding community of Cramer Hill.

**Attachment F**

**SAFETY CRIME  
PREVENTION**

# Housing Authority of the City of Camden

Attachment nj010f01

## 6.0(08) Safety and Crime Prevention

The Housing Authority of the City of Camden and the Camden County Metro Police Department has a MOU (Memorandum of Understanding) to provide police services to the Authority. The Housing Authority works very closely with the Camden County Prosecutors Office, New Jersey State Police, U.S. Marshalls Service and the Probation and Parole Office. The Housing Authority with the assistance of the Police Department has the following crime prevention measures:

- 1.) Resident Volunteer Program (RVA) - This program allows residents in our senior buildings to act as a town watch within the building. In 2017 we increase the number of Security Guards at the high rises.
- 2.) One Strike Program or lease Violation Program - Information is provided to the Housing Authority concerning drug arrest and past criminal arrests that take place in the City of Camden throughout the city and on Housing Authority Property.
- 3.) Abandoned Vehicle Program - With the assistance of the Camden County Metro Police Department, stolen and abandoned vehicles are removed from all Public Housing sites.
- 4.) The HACC has entered into a MOU (Memorandum of Understanding) with Phoenix Auto Part to tow all abandoned vehicles from all HACC developments.
- 5.) The HACC is attempting to enter into a MOU with Camden Metro Police Department to remove loiters on each of the Asset Management Properties.
- 6.) The Housing Authority was awarded a grant to replace the camera and lighting equipment at Mickle and Westfield Tower.
- 7.) The Housing Authority is attempting to get arrest sheets on a monthly basis.

The Housing Authority also works very closely with the Camden Fire Department on fire safety and code compliance.



**Attachment G**

# **ASSET MANAGEMENT**

# Housing Authority of the City of Camden

Attachment nj010g01

## 6.0(12) Asset Management

### Overview

Over the last fifteen years, HACC has aggressively pursued renovation and redevelopment of a large portion of its low-income public housing inventory. Using a variety of financial and asset management strategies, the Authority to date has redeveloped or is in the process of redeveloping over 70% of its original low-income portfolio of 2,240 rental units. In addition, HACC has created over 350 homeownership opportunities for low-income families and additional units are currently in the homeownership pipeline.

Our focus over the next several years will be preservation of the low-income nature of some of HACC's sites, pursuit of opportunities for redevelopment of the oldest in our inventory, aggressively monitor existing contracts with private management companies, and improve the Authority's asset management and property management capabilities either with best past practices or through the RAD program including a portfolio RAD application.

**AMP 1 Ablett Village:** Ablett Village is the agency's second oldest family development site. The End of Initial Operating Period (EIOP) for this development was December 31, 1943. There are 23 two-story buildings on the site with 306 row-type units. Each unit is individually metered for heating, cooking gas and hot water. Ablett Village is the last site left in HACC's low-income real estate portfolio yet to be completely redeveloped or scheduled for redevelopment.

Recently, as part of a comprehensive strategy to deal with the long term vacant units on the site, various units were rehabilitated using Capital Fund Program monies. As a result, the vacancy rate has been reduced to 3% from 5% just 12 months ago.

Long-term Vision for Property: Hold, Maintain and Upgrade. Consider for future redevelopment by HACC or in conjunction with the City of Camden.

#### Strategies:

- Maximize staff and other resources available to address unit turnaround and leasing of units at the property.
- Dedicate Capital Fund Resources for rehabilitating vacant units that require more work than a standard unit turnover.
- Aggressively pursue solutions to the problems identified including occupancy, turnover rate, and overall physical condition of property.
- Continue improvements to further enhance private sector appeal.
- Consider redevelopment. A component of the City of Camden's redevelopment strategy was the inclusion of the site as a part of a \$1.2 billion redevelopment plan in the Cramer Hill section of the City. This would require the relocation of all 306 families and demolition of the site. HUD's Special Applications Center (SAC) has indicated that the City of Camden would have to pay for relocation costs, the replacement housing units, and demolition of the property. Although this plan is currently on hold, the HACC and the City have agreed to continue discussions and planning for this section of the City.

Should the City not proceed with including the site in their redevelopment plan, HACC will maintain the property until 9% tax credits can be applied for. The City of Camden under the state of NJ Qualified Action Plan can only receive three tax credit awards per year. At this time there are over 20 development deals that are waiting to apply for tax credits.

- Ablett Village recently received a Job's Plus Grant. This program is to develop locally based (incentivizing and enabling employment through disregards for working families) job-driven approaches to increase earnings and advance employment outcomes through:

- Work readiness
- Employer linkages
- Job placement
- Educational advancement
- Technology skills, and
- Financial literacy for residents of public housing

Long-term Vision for Property: Property was awarded a Choice Planning Grant and is currently in the process of applying for the Choice Implementation Grant.

#### AMP 2

Branch Village: Branch is the oldest family development site. The BIOP for this development was September 30, 1941. There are 18 two-story buildings that contain 245 row-type units. This property is one of only two properties in HACC's portfolio that has not yet been comprehensively redeveloped. HACC has rehabilitated over 100 vacant units over the last 36 months to reduce the vacancy rate to about 3% from over 16% in the last 36 months. All units were quickly occupied after completion. The demand for affordable housing in this market exceeds the supply.

Long-term Vision for Property: Property was awarded a Choice Grant and is currently undergoing redevelopment activities.

#### Strategies:

- Undergoing redevelopment.

Chelton Terrace -- AMP 5: This site's original BIOP was June 1943 and included 200 family units. The site was demolished in 2002 and redeveloped in two phases as reflected below:

#### AMP 3

Chelton Terrace Phase I: This first phase consisted of 66 newly renovated Annual Contribution Contract (ACC) family townhouse units and is currently owned by HACC but managed by a private property management company. The newly renovated units have been occupied for ten years and are well managed and maintained. The property sustains a very low vacancy rate. Demand for the units is high. A new community center was also completed as part of this phase of construction.

Long-term Vision for Property: Hold and Maintain

Strategies: Continue to monitor the management and maintenance of the site as well as the overall operation of the property.

AMP 4

Chelton Terrace Phase II: The second phase of construction was completed in December 2005 and consists of 101 newly constructed ACC family townhouse units. The second phase was a HUD Mixed-Finance development that is privately owned and privately managed by the same company managing Phase I. The units were occupied in January 2006. The property is well managed and maintained. The units are in high demand.

Long-term Vision for Property: Hold and Maintain. HACC is working to transfer the property back to the Housing Authority of the City of Camden or one of its instrumentalities/affiliates.

Strategies: Continue to monitor the management and maintenance of the site as well as the overall operation of the property.

AMP 6

McGuire Gardens: The original BIOP for this site was March 1955. The site originally consisted of 367 family units. McGuire Gardens has been fully redeveloped using a 1994 HOPE VI grant of \$42 million. The site has been occupied for over 11 years. During the period 1999 through 2002, 190 units on the original site were demolished. On-site relocation was part of the redevelopment plan thus necessitating phased demolition. The redevelopment plan created 75 newly constructed ACC family units and another 178 reconfigured and completely rehabilitated ACC family units for a total of 253 units on the site. The units are owned by HACC but are privately managed. Demand for the units is high and the property is always occupied. A newly constructed community center was completed in 2005 and a passive park/town square with a tot lot was completed in 2006.

Long-term Vision for Property: Hold and Maintain and/or convert to RAD

Strategies: Continue to monitor the management and maintenance of the site as well as the overall operation of the property. HACC is planning to request HUD approval to include these 253 units in the Capital Funds Formula to ensure the long-term viability of the property.

AMP 5, 8 - 12 Roosevelt Manor: The original BIOP for this site was June 1955. The site consisted of 268 family units. HACC received a 2004 HOPE VI grant of \$20 million as part of a \$144 million, 13-phase redevelopment plan for this site and the surrounding neighborhood. All construction phases are complete. All of the residents of the site were relocated as of January 2006 and all units have been demolished in preparation for five on-site phases of development which include both rental and homeownership units. All Phases have been fully occupied. All of the ACC rental units are privately owned and managed pursuant to HUD's Mixed-Finance program.

Long-term Vision for Property: Complete redevelopment, Hold and Maintain.

Strategies: The rental phases are privately owned and managed and each will have a separate AMP number.

Westfield Acres: This site's original BIOP was June 1943. The site originally had 514 family units and was demolished in 2000-2001 with the use of a "Demolition Only" HOPE VI grant. The HACC was able to secure a \$35 million HOPE VI Grant in 2000 for this site which has since been demolished and redeveloped. The \$106 million redevelopment plan was carried out in nine (9) phases. Eight (8) of the phases were completed and occupied as of September 2007. The final phase was completed. Since completion, this redevelopment has created 516 new houses both on site and off site in the surrounding neighborhood. Two



hundred and nineteen (219) of the units are owner occupied. The 182 family and senior ACC rental units that are completed are privately owned and managed under HUD's Mixed-Finance program. This development also has a newly constructed community center as well. The four rental phases that replaced the original Westfield Acres are Baldwin's Run, Carpenter's Hill, Baldwin's Run Senior Building and Baldwin's Run II. The four rental phases are described below.

AMP 13

**Baldwin's Run:** This site's original BIOP was December 31, 2003. This is the first rental phase redeveloped on the former Westfield Acre site. This phase consists of 78 family rental units. The rental units are interspersed with 109 newly constructed homeownership units, constructed in June 2003. The project design received a HUD Secretary Award of Excellence in 2003. The site was financed under HUD's Mixed Finance Program using HOPE VI funds and leveraged tax credit equity. The site is privately owned and managed. The site is located in a very stable section of the City where property values are rising. Demand for these units is very high. A \$30 million elementary school across the street from the site was opened in September 2007.

Long-term Vision for Property: Hold and Maintain. HACC is working to transfer the property back to the Housing Authority of the City of Camden or one of its instrumentalities/affiliates.

Strategies: Continue to monitor the management and maintenance of the site as well as the overall long-term viability of the property.

AMP 14

**Carpenter's Hill:** The BIOP for this property was March 31, 2003. This is the first off-site rental phase of the Westfield Acres HOPE VI grant and consists of 30 family rental units located across from Baldwin's Run and one block from the new \$30 million dollar school. The 30 family rental units are interspersed with 19 market rate tax credit only rental units. The units are privately owned and managed.

Long-term Vision for Property: Hold and Maintain

Strategies: Continue to monitor the management and maintenance of the site as well as the overall long-term viability of the property.

AMP 15

**Baldwin's Run II:** These recently newly constructed 73 family units were completed the end of December 2007. These townhouse units are in a very stable neighborhood. These units have a very strong market demand. The units are two blocks from a newly constructed \$30 million school. The site is right next to the new county park. Twenty (20) of the units have been set aside for special needs housing for formerly homeless women and their families. The state has provided \$2 million in Capital Funds for these 20 special needs housing units. Direct services for these families have also been funded. The site will be privately owned and operated.

Long-term Vision for Property: Hold and Maintain. HACC is working to transfer the property back to the Housing Authority of the City of Camden

Strategies: Continue to monitor the management and maintenance of the site as well as the overall long-term viability of the property.

AMP 16

**Kennedy Tower:** The BIOP for this property was February 1966. There recently were 99 units in this 10-story elevator building. The Authority has converted, with HUD approval, the second floor (11 residential units) for HACC's administrative offices. The administrative offices for HACC's Assisted Living Program are on the first floor in the Kennedy Towers addition. HACC's most recent modernization and physical improvement

activities includes restoration of the building facade; installation of two new elevators; and retrofitting the building with a fire suppression system throughout. HACC has also completed several major energy efficient upgrades throughout the units as part of a HUD approved Energy Services Contract. In order to mitigate fire safety issues HACC has installed smoke and CO detectors throughout the building. HACC has also recently installed a new HVAC system throughout designated as an "Elderly Only" building by HUD facilitated creation of a state approved "Assisted Living" program for the residents of this building.

Long-term Vision for Property: Hold, Maintain and Upgrade

Strategies: This is a well-maintained building. HACC will continue to enhance the amenities provided and routinely maintain and upgrade the physical plant. Strategies to reduce operating costs and increase revenue generated at the site are being developed. HACC will renew designation as an elderly building in the near future.

AMP 17

Westfield Tower: The EIOP for this property was March 1970. There are presently 103 near elderly and disabled units in this 10-story elevator building. As part of its long-term strategy to maintain and upgrade this property, HACC recently completed restoration of the building facade; installation of two new elevators; and retrofitting the building with a fire suppression system throughout. HACC also completed major energy efficient upgrades throughout the units as part of a HUD approved Energy Services Contract. In order to mitigate fire safety issues HACC has installed smoke and CO detectors throughout the building.

Long-term Vision for Property: Hold, Maintain and Upgrade

Strategies: This is a well-maintained building. HACC will continue to enhance the amenities provided at this site and pursue cost reduction and revenue generating strategies. HACC will designate as an elderly only building in the near future.

AMP 18

Middle Tower: The EIOP for this property was December 1974. Presently there are 104 near elderly and disabled units in this 9-story elevator building. As part of its long-term strategy to maintain and upgrade this property, HACC recently completed restoration of the building facade, installation of two new elevators; and retrofitting of the building with a fire suppression system throughout. In addition, the Authority has completed major energy efficient upgrades throughout the units as part of a HUD approved Energy Services Contract. In order to mitigate fire safety issues HACC has installed smoke and CO detectors throughout the building.

Long-term Vision for Property: Hold, Maintain and Upgrade

Strategies: This is a well-maintained building. The Authority will continue to enhance the amenities provided at this site and pursue cost reduction and income generation strategies. HACC will designate as an elderly only building in the near future.

AMP 19

Baldwin's Run Senior Building: This recently newly constructed 74 unit senior only building was completed in June 2007. The building is fully leased. The property is in a

very stable neighborhood, and the building has many amenities and services including a laundry room on each floor, a library, a room for light gym equipment, a visiting doctor's office, and a community room. There is a very high market demand for these units. The site is privately owned and managed.

Long-term Vision for Property: Hold and Maintain. HACC is working to transfer the property back to the Housing Authority of the City of Camden

Strategies: Continue to monitor the management and maintenance of the site as well as the overall long-term viability of the property. HACC will renew designation as an elderly building in the near future.

AMP 20      Morgan Village: This recently newly constructed 40 unit development was completed in December 2012. The development is fully leased. The property is in a very stable neighborhood, and the building has many amenities. There is a very high market demand for these units. The site is privately owned and managed.

Long-term Vision for Property: Hold and Maintain

Strategies: Continue to monitor the management and maintenance of the site as well as the overall long-term viability of the property.

Through the Faircloth legislation, HACC will continue to increase its unit total back to its original 2,240 through the increase of additional AMP's. HACC will also be incorporating entities, to include but not limited to, current and future to be determined operations and services through corporations and limited liability corporations of the nature of a for-profit and/or non-profit status including 501(C) 3S.

**Attachment G1**

**ACOP**

**ADMISSIONS**

**&**

**CONTINUED  
OCCUPANCY  
POLICY**



# **HOUSING AUTHORITY OF THE CITY OF CAMDEN**

## **Admissions and Continued Occupancy Policy (ACOP)**

Last Approved Version:

February 19, 2021

Revised:

Board Approved:

Submitted to HUD:

HACC ACOP May 1, 2021



## **Table of Contents**

### **Chapter 1**

#### **OVERVIEW OF THE PROGRAM AND PLAN**

INTRODUCTION .....	1-1
--------------------	-----

#### **PART I: THE HACC**

I.A. OVERVIEW .....	1-2
I.B. ORGANIZATION AND STRUCTURE OF THE PHA .....	1-2
I.C. HACC MISSION .....	1-2
I.D. THE HACC'S COMMITMENT TO ETHICS AND SERVICE .....	1-3

#### **PART II: THE PUBLIC HOUSING PROGRAM**

II.A. OVERVIEW AND HISTORY OF THE PROGRAM .....	1-4
II.B. PUBLIC HOUSING PROGRAM BASICS .....	1-5
II.C. PUBLIC HOUSING PARTNERSHIPS .....	1-5
II.D. APPLICABLE REGULATIONS .....	1-8

#### **PART III: THE ADMISSIONS AND CONTINUED OCCUPANCY POLICIES**

III.A. OVERVIEW AND PURPOSE OF THE POLICY .....	1-9
III.B. CONTENTS OF THE POLICY .....	1-9
III.C. UPDATING AND REVISING THE POLICY .....	1-10

## Table of Contents

### Chapter 2 FAIR HOUSING AND EQUAL OPPORTUNITY

INTRODUCTION .....	2-1
--------------------	-----

#### PART I: NONDISCRIMINATION

I.A. OVERVIEW .....	2-2
I.B. NONDISCRIMINATION .....	2-3

#### PART II: POLICIES RELATED TO PERSONS WITH DISABILITIES

II.A. OVERVIEW .....	2-5
II.B. DEFINITION OF REASONABLE ACCOMMODATION .....	2-6
II.C. REQUEST FOR AN ACCOMMODATION .....	2-7
II.D. VERIFICATION OF DISABILITY .....	2-8
II.E. APPROVAL/DENIAL OF A REQUESTED ACCOMMODATION .....	2-9
II.F. PROGRAM ACCESSIBILITY FOR PERSONS WITH HEARING OR VISION IMPAIRMENTS .....	2-10
II.G. PHYSICAL ACCESSIBILITY .....	2-11
II.H. DENIAL OR TERMINATION OF ASSISTANCE .....	2-12

#### PART III: IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)

III.A. OVERVIEW .....	2-13
III.B. ORAL INTERPRETATION .....	2-13
III.C. WRITTEN TRANSLATION .....	2-14
III.D. IMPLEMENTATION PLAN .....	2-14

#### PART VI: VIOLENCE AGAINST WOMEN ACT (VAWA POLICY)

II.IV.A. PURPOSE AND APPLICABILITY .....	2-16
II.IV.B. GOALS AND OBJECTIVES .....	2-16
II.IV.C. OTHER HACC POLICIES AND PROCEDURES .....	2-16
II.IV.D. DEFINITIONS .....	2-17
II.IV.E. ADMISSIONS AND SCREENING .....	2-17
II.IV.F. TERMINATION OF TENANCY OR ASSISTANCE .....	2-18
II.IV.G. VERIFICATION OF DOMESTIC VIOLENCE OR STALKING .....	2-19
II.IV.H. CONFIDENTIALITY .....	2-20
II.IV.I. TRANSFER TO NEW RESIDENCE .....	2-21
II.IV.J. COURT ORDERS/FAMILY BREAK-UP .....	2-22
II.IV.K. RELATIONSHIP WITH SERVICE PROVIDERS .....	2-22
II.IV.L. NOTIFICATIONS .....	2-22
II.IV.M. RELATIONSHIP WITH OTHER APPLICABLE LAWS .....	2-22

#### EXHIBITS

2-1: DEFINITION OF A PERSON WITH A DISABILITY UNDER FEDERAL CIVIL RIGHTS LAWS .....	2-23
--	------



## Table of Contents

### Chapter 3 ELIGIBILITY

INTRODUCTION .....	3-1
--------------------	-----

#### PART I: DEFINITIONS OF FAMILY AND HOUSEHOLD MEMBERS

I.A. OVERVIEW .....	3-2
I.B. FAMILY AND HOUSEHOLD .....	3-2
I.C. FAMILY BREAK-UP AND REMAINING MEMBER OF TENANT FAMILY .....	3-3
I.D. HEAD OF HOUSEHOLD .....	3-4
I.E. SPOUSE, COHEAD, AND OTHER ADULT .....	3-4
I.F. DEPENDENT .....	3-5
I.G. FULL-TIME STUDENT .....	3-5
I.H. ELDERLY AND NEAR-ELDERLY PERSONS, AND ELDERLY FAMILY .....	3-6
I.I. PERSONS WITH DISABILITIES AND DISABLED FAMILY .....	3-6
I.J. GUESTS .....	3-7
I.K. FOSTER CHILDREN AND FOSTER ADULTS .....	3-8
I.L. ABSENT FAMILY MEMBERS .....	3-9
I.M. LIVE-IN AIDE .....	3-11

#### PART II: BASIC ELIGIBILITY CRITERIA

II.A. INCOME ELIGIBILITY AND TARGETING .....	3-13
II.B. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS .....	3-15
II.C. SOCIAL SECURITY NUMBERS .....	3-17
II.D. FAMILY CONSENT TO RELEASE OF INFORMATION .....	3-18
II.E. EIV SYSTEM SEARCHES .....	3-18

#### PART III: DENIAL OF ADMISSION

III.A. OVERVIEW .....	3-20
III.B. REQUIRED DENIAL OF ADMISSION .....	3-20
III.C. OTHER PERMITTED REASONS FOR DENIAL OF ADMISSION .....	3-22
III.D. SCREENING .....	3-24
III.E. CRITERIA FOR DECIDING TO DENY ADMISSION .....	3-28
III.F. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT AND STALKING .....	3-31
III.G. NOTICE OF ELIGIBILITY OR DENIAL .....	3-32

#### PART IV: MIXED FINANCE AND TAX CREDIT ELIGIBILITY

III.IV.A. MIXED FINANCE AND TAX CREDIT ELIGIBILITY .....	3-33
--	------

#### EXHIBITS

3-1: DETAILED DEFINITIONS RELATED TO DISABILITIES .....	3-33
---	------

## Table of Contents

### Chapter 4

#### APPLICATIONS, WAITING LIST AND TENANT SELECTION

INTRODUCTION .....	4-1
--------------------	-----

##### PART I: THE APPLICATION PROCESS

I.A. OVERVIEW .....	4-2
I.B. APPLYING FOR ASSISTANCE .....	4-2
I.C. ACCESSIBILITY OF THE APPLICATION PROCESS .....	4-3
I.D. PLACEMENT ON THE WAITING LIST .....	4-4

##### PART II: MANAGING THE WAITING LIST

II.A. OVERVIEW .....	4-5
II.B. ORGANIZATION OF THE PRE-WAITING LIST .....	4-5
II.C. OPENING AND CLOSING THE PRE-WAITING LIST .....	4-7
II.D. FAMILY OUTREACH .....	4-8
II.E. REPORTING CHANGES IN FAMILY CIRCUMSTANCES .....	4-9
II.F. UPDATING THE WAITING LIST .....	4-10

##### PART III: TENANT SELECTION

III.A. OVERVIEW .....	4-12
III.B. SELECTION METHOD .....	4-13
III.C. NOTIFICATION OF SELECTION .....	4-19
III.D. THE APPLICATION INTERVIEW .....	4-20
III.E. FINAL ELIGIBILITY DETERMINATION .....	4-22

### Chapter 5

#### OCCUPANCY STANDARDS AND UNIT OFFERS

INTRODUCTION .....	5-1
--------------------	-----

##### PART I: OCCUPANCY STANDARDS

I.A. OVERVIEW .....	5-1
I.B. DETERMINING UNIT SIZE .....	5-2
I.C. EXCEPTIONS TO OCCUPANCY STANDARDS .....	5-4

##### PART II: UNIT OFFERS

II.A. OVERVIEW .....	5-5
II.B. NUMBER OF OFFERS .....	5-5
II.C. TIME LIMIT FOR UNIT OFFER ACCEPTANCE OR REFUSAL .....	5-6
II.D. REFUSALS OF UNIT OFFERS .....	5-6
II.E. ACCESSIBLE UNITS .....	5-8
II.F. DESIGNATED HOUSING .....	5-8

## Table of Contents

### Chapter 6 INCOME AND RENT DETERMINATIONS

INTRODUCTION .....	6-1
<b>PART I: ANNUAL INCOME</b>	
I.A. OVERVIEW .....	6-2
I.B. HOUSEHOLD COMPOSITION AND INCOME .....	6-3
I.C. ANTICIPATING ANNUAL INCOME .....	6-6
I.D. EARNED INCOME .....	6-8
I.E. EARNED INCOME DISALLOWANCE .....	6-12
I.F. BUSINESS INCOME .....	6-16
I.G. ASSETS .....	6-18
I.H. PERIODIC PAYMENTS .....	6-26
I.I. PAYMENTS IN LIEU OF EARNINGS .....	6-27
I.J. WELFARE ASSISTANCE .....	6-29
I.K. PERIODIC AND DETERMINABLE ALLOWANCES .....	6-30
I.L. ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME .....	6-31
<b>PART II: ADJUSTED INCOME</b>	
II.A. INTRODUCTION .....	6-34
II.B. DEPENDENT DEDUCTION .....	6-35
II.C. ELDERLY OR DISABLED FAMILY DEDUCTION .....	6-35
II.D. MEDICAL EXPENSES DEDUCTION .....	6-36
II.E. DISABILITY ASSISTANCE EXPENSES DEDUCTION .....	6-37
II.F. CHILD CARE EXPENSE DEDUCTION .....	6-40
II.G. PERMISSIVE DEDUCTIONS .....	6-43
<b>PART III: CALCULATING RENT</b>	
III.A. OVERVIEW OF INCOME-BASED RENT CALCULATIONS .....	6-44
III.B. FINANCIAL HARDSHIPS AFFECTING MINIMUM RENT .....	6-47
III.C. UTILITY ALLOWANCES .....	6-52
III.D. PRORATED RENT FOR MIXED FAMILIES .....	6-53
III.E. FLAT RENTS AND FAMILY CHOICE IN RENTS .....	6-54
<b>EXHIBITS</b>	
6-1 1: ANNUAL INCOME INCLUSIONS .....	6-58
6-2 2: ANNUAL INCOME EXCLUSIONS .....	6-62
6-3 3: TREATMENT OF FAMILY ASSETS .....	6-65
6-4 4: EARNED INCOME DISALLOWANCE .....	6-66
6-5 5: THE EFFECT OF WELFARE BENEFIT REDUCTION .....	6-68

## Table of Contents

### Chapter 7 VERIFICATION

INTRODUCTION.....	7-1
-------------------	-----

#### PART I: GENERAL VERIFICATION REQUIREMENTS

I.A. FAMILY CONSENT TO RELEASE OF INFORMATION.....	7-1
I.B. OVERVIEW OF VERIFICATION REQUIREMENTS .....	7-2
I.C. UP-FRONT INCOME VERIFICATION (UIV).....	7-4
I.D. THIRD-PARTY WRITTEN AND ORAL VERIFICATION.....	7-6
I.E. REVIEW OF DOCUMENTS.....	7-10
I.F. SELF-CERTIFICATION.....	7-10

#### PART II: VERIFYING FAMILY INFORMATION

II.A. VERIFICATION OF LEGAL IDENTITY.....	7-11
II.B. SOCIAL SECURITY NUMBERS .....	7-12
II.C. DOCUMENTATION OF AGE.....	7-13
II.D. FAMILY COMPOSITION.....	7-14
II.E. VERIFICATION OF STUDENT STATUS .....	7-15
II.F. DOCUMENTATION OF DISABILITY .....	7-16
II.G. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS.....	7-17
II.H. VERIFICATION OF PREFERENCE STATUS .....	7-18

#### PART III: VERIFYING INCOME AND ASSETS

III.A. EARNED INCOME .....	7-19
III.B. BUSINESS AND SELF EMPLOYMENT INCOME .....	7-19
III.C. PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS.....	7-20
III.D. ALIMONY OR CHILD SUPPORT .....	7-21
III.E. ASSETS AND INCOME FROM ASSETS.....	7-22
III.F. NET INCOME FROM RENTAL PROPERTY .....	7-22
III.G. RETIREMENT ACCOUNTS.....	7-23
III.H. INCOME FROM EXCLUDED SOURCES .....	7-24
III.I. ZERO ANNUAL INCOME STATUS .....	7-24

#### PART IV: VERIFYING MANDATORY DEDUCTIONS

IV.A. DEPENDENT AND ELDERLY/DISABLED HOUSEHOLD DEDUCTIONS.....	7-25
IV.B. MEDICAL EXPENSE DEDUCTION .....	7-26
IV.C. DISABILITY ASSISTANCE EXPENSES .....	7-28
IV.D. CHILD CARE EXPENSES.....	7-30

#### EXHIBITS

7-1 1: Excerpt from HUD Verification Guidance Notice.....	7-33
7-2 2: Summary of Documentation Requirements for Noncitizens.....	7-37

## Table of Contents

### Chapter 8 LEASING AND INSPECTIONS

INTRODUCTION .....	8-1
--------------------	-----

#### PART I: LEASING

I.A. OVERVIEW .....	8-1
I.B. LEASE ORIENTATION .....	8-2
I.C. EXECUTION OF LEASE .....	8-3
I.D. MODIFICATIONS TO THE LEASE.....	8-4
I.E. SECURITY DEPOSITS.....	8-6
I.F. PAYMENTS UNDER THE LEASE .....	8-7

#### PART II: INSPECTIONS

II.A. OVERVIEW .....	8-11
II.B. TYPES OF INSPECTIONS.....	8-11
II.C. NOTICE AND SCHEDULING OF INSPECTIONS .....	8-13
II.D. INSPECTION RESULTS .....	8-14

## Table of Contents

### Chapter 9 REEXAMINATIONS

INTRODUCTION.....	9-1
-------------------	-----

#### **PART I: ANNUAL REEXAMINATIONS FOR FAMILIES PAYING INCOME BASED RENTS**

I.A. OVERVIEW .....	9-2
I.B. SCHEDULING ANNUAL REEXAMINATIONS .....	9-2
I.C. CONDUCTING ANNUAL REEXAMINATIONS.....	9-4
I.D. EFFECTIVE DATES .....	9-6

#### **PART II: REEXAMINATIONS FOR FAMILIES PAYING FLAT RENTS**

II.A. OVERVIEW .....	9-7
II.B. FULL REEXAMINATION OF FAMILY INCOME AND COMPOSITION.....	9-7
II.C. REEXAMINATION OF FAMILY COMPOSITION ("ANNUAL UPDATE").....	9-8

#### **PART III: INTERIM REEXAMINATIONS**

III.A. OVERVIEW .....	9-10
III.B. CHANGES IN FAMILY AND HOUSEHOLD COMPOSITION.....	9-10
III.C. CHANGES AFFECTING INCOME OR EXPENSES.....	9-12
III.D. PROCESSING THE INTERIM REEXAMINATION .....	9-14

#### **PART IV: RECALCULATING TENANT RENT**

IV.A. OVERVIEW .....	9-15
IV.B. CHANGES IN UTILITY ALLOWANCES .....	9-15
IV.C. NOTIFICATION OF NEW TENANT RENT.....	9-15
IV.D. DISCREPANCIES.....	9-15

## Table of Contents

### Chapter 10 PETS

INTRODUCTION.....	10-1
-------------------	------

#### PART I: ASSISTANCE ANIMALS

I.A. OVERVIEW.....	10-2
I.B. APPROVAL OF ASSISTANCE ANIMALS.....	10-3
I.C. CARE AND HANDLING.....	10-4

#### PART II: PET POLICIES FOR ALL DEVELOPMENTS

II.A. OVERVIEW.....	10-5
II.B. MANAGEMENT APPROVAL OF PETS.....	10-5
II.C. STANDARDS FOR PETS.....	10-7
II.D. PET RULES.....	10-9

#### PART III: PET DEPOSITS AND FEES IN ELDERLY/DISABLED DEVELOPMENTS

III.A. OVERVIEW.....	10-14
III.B. PET DEPOSITS.....	10-14
III.C. OTHER CHARGES.....	10-15

#### PART IV: PET DEPOSITS AND FEES IN GENERAL OCCUPANCY DEVELOPMENTS

IV.A. OVERVIEW.....	10-16
IV.B. PET DEPOSITS.....	10-16
IV.C. NON-REFUNDABLE NOMINAL PET FEE.....	10-17
IV.D. OTHER CHARGES.....	10-18



## Table of Contents

### Chapter 11 COMMUNITY SERVICE

INTRODUCTION .....	11-1
--------------------	------

#### PART I: COMMUNITY SERVICE REQUIREMENT

I.A. OVERVIEW.....	11-1
I.B. REQUIREMENTS.....	11-2
I.C. DETERMINATION OF EXEMPTION STATUS AND COMPLIANCE.....	11-7
I.D. DOCUMENTATION AND VERIFICATION.....	11-11
I.E. NONCOMPLIANCE.....	11-13

#### PART II: IMPLEMENTATION OF COMMUNITY SERVICE

II.A. OVERVIEW.....	11-16
---------------------	-------

#### EXHIBITS

11-1 COMMUNITY SERVICE AND SELF-SUFFICIENCY POLICY.....	11-18
11-2 DEFINITION OF A PERSON WITH A DISABILITY UNDER SOCIAL SECURITY ACTS 216(i)(1) and Section 1416(excerpt) FOR PURPOSES OF EXEMPTION FROM COMMUNITY SERVICE.....	11-24
11-3 PHA DETERMINATION OF EXEMPTION FOR COMMUNITY SERVICE.....	11-25
11-4 CSSR WORKOUT AGREEMENT.....	11-26

## Table of Contents

### Chapter 12 TRANSFER POLICY

INTRODUCTION .....	12-1
<b>PART I: EMERGENCY TRANSFERS</b>	
I.A. OVERVIEW .....	12-1
I.B. EMERGENCY TRANSFERS .....	12-2
I.C. EMERGENCY TRANSFER PROCEDURES .....	12-2
I.D. COSTS OF TRANSFER.....	12-3
<b>PART II: HACC REQUIRED TRANSFERS</b>	
II.A. OVERVIEW .....	12-4
II.B. TYPES OF HACC REQUIRED TRANSFERS.....	12-4
II.C. ADVERSE ACTION .....	12-7
II.D. COST OF TRANSFER.....	12-7
<b>PART III: TRANSFERS REQUESTED BY TENANTS</b>	
III.A. OVERVIEW.....	12-8
III.B. TYPES OF RESIDENT REQUESTED TRANSFERS .....	12-8
III.C. ELIGIBILITY FOR TRANSFER.....	12-9
III.D. SECURITY DEPOSITS .....	12-10
III.E. COST OF TRANSFER.....	12-10
III.F. HANDLING OF REQUESTS .....	12-10
<b>PART IV: TRANSFER PROCESSING</b>	
IV.A. OVERVIEW.....	12-11
IV.B. TRANSFER LIST .....	12-11
IV.C. TRANSFER OFFER POLICY .....	12-12
IV.D. GOOD CAUSE FOR UNIT REFUSAL .....	12-12
IV.E. DECONCENTRATION .....	12-13
IV.F. REEXAMINATION POLICIES FOR TRANSFERS .....	12-13

## Table of Contents

### Chapter 13 LEASE TERMINATIONS

INTRODUCTION .....	13-1
<b>PART I: TERMINATION BY TENANT</b>	
I.A. TENANT CHOOSES TO TERMINATE THE LEASE .....	13-2
<b>PART II: TERMINATION BY HACC – MANDATORY</b>	
II.A. OVERVIEW .....	13-3
II.B. FAILURE TO PROVIDE CONSENT .....	13-3
II.C. FAILURE TO DOCUMENT CITIZENSHIP .....	13-3
II.D. FAILURE TO PROVIDE SOCIAL SECURITY DOCUMENTATION .....	13-4
II.E. FAILURE TO ACCEPT THE PHA’S OFFER OF A LEASE REVISION .....	13-4
II.F. METHAMPHETAMINE CONVICTION .....	13-5
II.G. LIFETIME REGISTERED SEX OFFENDER .....	13-5
II.H. NONCOMPLIANCE WITH COMMUNITY SERVICE REQUIREMENTS .....	13-5
II.I. DEATH OF HEAD OF HOUSEHOLD .....	13-6
<b>PART III: TERMINATION BY HACC – OTHER AUTHORIZED REASONS</b>	
III.A. OVERVIEW .....	13-7
III.B. MANDATORY LEASE PROVISIONS .....	13-8
III.C. OTHER AUTHORIZED REASONS FOR TERMINATION .....	13-14
III.D. ALTERNATIVES TO TERMINATION OF TENANCY .....	13-16
III.E. CRITERIA FOR DECIDING TO TERMINATE TENANCY .....	13-17
III.F. PROHIBITION AGAINST TERMINATING TENANCY OF VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, AND STALKING .....	13-21
<b>PART IV: NOTIFICATION REQUIREMENTS, EVICTION PROCEDURES AND RECORD KEEPING</b>	
IV.A. OVERVIEW .....	13-24
IV.B. CONDUCTING CRIMINAL RECORDS CHECKS .....	13-24
IV.C. DISCLOSURE OF CRIMINAL RECORDS TO FAMILY .....	13-25
IV.D. LEASE TERMINATION NOTICE .....	13-26
IV.E. EVICTION .....	13-28
IV.F. NOTIFICATION TO POST OFFICE .....	13-29
IV.G. RECORD KEEPING .....	13-29

## **Table of Contents**

### **Chapter 14 GRIEVANCES AND APPEALS**

INTRODUCTION .....	14-1
--------------------	------

#### **PART I: INFORMAL HEARINGS FOR PUBLIC HOUSING APPLICANTS**

I.A. OVERVIEW .....	14-1
I.B. INFORMAL HEARING PROCESS .....	14-2

#### **PART II: INFORMAL HEARINGS WITH REGARD TO NONCITIZENS**

II.A. HEARING AND APPEAL PROVISIONS FOR NONCITIZENS .....	14-7
---	------

#### **PART III: GRIEVANCE PROCEDURES FOR PUBLIC HOUSING RESIDENTS**

III.A. REQUIREMENTS .....	14-11
III.B. DEFINITIONS .....	14-12
III.C. APPLICABILITY .....	14-13
III.D. INFORMAL SETTLEMENT OF GRIEVANCE .....	14-14
III.E. PROCEDURES TO OBTAIN A HEARING .....	14-14
III.F. SELECTION OF HEARING OFFICER/PANEL .....	14-16
III.G. REMOTE HEARINGS .....	14-16
III.H. PROCEDURES GOVERNING THE HEARING .....	14-18
III.I. DECISION OF THE HEARING OFFICER/PANEL .....	14-21

#### **EXHIBITS**

14-1: SAMPLE GRIEVANCE PROCEDURE .....	14-24
--	-------

### **Chapter 15 PROGRAM INTEGRITY**

INTRODUCTION .....	15-1
--------------------	------

#### **PART I: PREVENTING, DETECTING, AND INVESTIGATING ERRORS AND PROGRAM ABUSE**

I.A. PREVENTING ERRORS AND PROGRAM ABUSE .....	15-2
I.B. DETECTING ERRORS AND PROGRAM ABUSE .....	15-3
I.C. INVESTIGATING ERRORS AND PROGRAM ABUSE .....	15-4

## Table of Contents

### PART II: CORRECTIVE MEASURES AND PENALTIES

II.A.	UNDER- OR OVERPAYMENT.....	15-6
II.B.	FAMILY-CAUSED ERRORS AND PROGRAM ABUSE.....	15-6
II.C.	PHA-CAUSED ERRORS OR PROGRAM ABUSE.....	15-8
II.D.	CRIMINAL PROSECUTION.....	15-9
II.E.	FRAUD AND PROGRAM ABUSE RECOVERIES.....	15-9

## Chapter 16

### PROGRAM ADMINISTRATION

INTRODUCTION .....	16-1
--------------------	------

#### PART I: SETTING UTILITY ALLOWANCES

I.A.	OVERVIEW.....	16-2
I.B.	UTILITY ALLOWANCES.....	16-2
I.C.	SURCHARGES FOR PHA-FURNISHED UTILITIES.....	16-4
I.D.	NOTICE REQUIREMENTS.....	16-4
I.E.	REASONABLE ACCOMMODATION.....	16-5

#### PART II: ESTABLISHING FLAT RENTS AND PUBLIC HOUSING MAXIMUM RENTS

II.A.	OVERVIEW.....	16-6
II.B.	FLAT RENTS.....	16-6

#### PART III: FAMILY DEBTS TO THE PHA

III.A.	OVERVIEW.....	16-8
III.B.	REPAYMENT POLICY.....	16-9

#### PART IV: PUBLIC HOUSING ASSESSMENT SYSTEM (PHAS)

IV.A.	OVERVIEW.....	16-11
IV.B.	PHAS INDICATORS.....	16-12
IV.C.	PHAS SCORING.....	16-14

#### PART V: RECORD KEEPING

V.A.	OVERVIEW.....	16-15
V.B.	RECORD RETENTION.....	16-15
V.C.	RECORDS MANAGEMENT.....	16-16

## Table of Contents

### **PART VI: REPORTING REQUIREMENTS FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL**

<b>VI.A. REPORTING REQUIREMENTS .....</b>	<b>16-18</b>
---	--------------

### **PART VII: NOTIFICATION TO APPLICANTS AND TENANTS REGARDING PROTECTIONS UNDER THE VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2005 (VAWA)**

<b>VII.A. OVERVIEW .....</b>	<b>16-19</b>
<b>VII.B. VAWA NOTIFICATION .....</b>	<b>16-19</b>
<b>VII.C. NOTIFICATION TO APPLICANTS .....</b>	<b>16-20</b>
<b>VII.D. NOTIFICATION TO TENANTS .....</b>	<b>16-20</b>

### **EXHIBITS**

<b>SAMPLE NOTICE TO PUBLIC HOUSING APPLICANTS AND RESIDENTS REGARDING THE VIOLENCE AGAINST WOMEN ACT (VAWA) .....</b>	<b>16-21</b>
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## Chapter 1

### OVERVIEW OF THE PROGRAM AND PLAN

#### INTRODUCTION

The PHA receives its operating subsidy for the public housing program from the Department of Housing and Urban Development. The PHA is not a federal department or agency. A public housing agency (PHA) is a governmental or public body, created and authorized by state law to develop and operate housing and housing programs for low-income families. The PHA enters into an Annual Contributions Contract with HUD to administer the public housing program. The PHA must ensure compliance with federal laws, regulations and notices and must establish policy and procedures to clarify federal requirements and to ensure consistency in program operation.

This chapter contains information about the PHA and its programs with emphasis on the public housing program. It also contains information about the purpose, intent and use of the plan and guide.

There are three parts to this chapter:

Part I: The Public Housing Agency (PHA). This part includes a description of the PHA, its jurisdiction, its programs, and its mission and intent.

Part II: The Public Housing Program. This part contains information about public housing operation, roles and responsibilities, and partnerships.

Part III: The Admissions and Continued Occupancy (ACOP). This part discusses the purpose and organization of the plan and its revision requirements.

## **PART I: THE PHA**

### **1-I.A. OVERVIEW**

This part describes the PHA's creation and authorization, the general structure of the organization and the relationship between the PHA Board and staff.

### **1-I.B. ORGANIZATION AND STRUCTURE OF THE PHA**

This Public Housing Agency (PHA) is funded by the federal government and administered by the **Housing Authority of the City of Camden** (hereinafter, "HACC") for the jurisdiction of the **City of Camden, New Jersey**.

PHAs are governed by a board of officials that are generally called "Commissioners." Although some PHAs may use a different title for their officials, this document will hitherto refer to the "Board of Commissioners" or the "Board" when discussing the board of governing officials.

Commissioners are appointed in accordance with state housing law and generally serve in the same capacity as the directors of a corporation. The Board of Commissioners establishes policies under which the PHA conducts business, and ensures that those policies are followed by PHA staff.

The board is responsible for preserving and expanding the agency's resources and assuring the agency's continued viability and success.

Formal actions of the PHA are taken through written resolutions, adopted by the Board and entered into the official records of the PHA.

The principal staff member of the PHA is the executive director (ED), who is selected and hired by the Board. The ED oversees the day to day operations of the PHA and is directly responsible for carrying out the policies established by the commissioners. The ED's duties include hiring, training, and supervising the PHA's staff, as well as budgeting and financial planning for the agency. Additionally, the ED is charged with ensuring compliance with federal and state laws, and program mandates.

### **1-I.C. PHA MISSION**

The purpose of a mission statement is to communicate the purpose of the agency to people inside and outside of the agency. It provides the basis for strategy development, identification of critical success factors, resource allocation decisions, as well as ensuring client and stakeholder satisfaction.

#### **HACC Policy**

The mission of the Housing Authority of the City of Camden is promoting adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

### **1-I.D. THE PHA'S COMMITMENT TO ETHICS AND SERVICE**

As a public service agency, the PHA is committed to providing excellent service to all public housing applicants, residents, and the public. In order to provide superior service, the PHA resolves to:

- Administer applicable federal and state laws and regulations to achieve high ratings in compliance measurement indicators while maintaining efficiency in program operation to ensure fair and consistent treatment of clients served.
- Provide decent, safe, and sanitary housing in good repair – in compliance with program uniform physical condition standards – for very low- and low-income families.
- Achieve a healthy mix of incomes in its public housing developments by attracting and retaining higher income families and by working toward deconcentration of poverty goals.
- Encourage self-sufficiency of participant families and assist in the expansion of family opportunities which address educational, socio-economic, recreational and other human service's needs.
- Promote fair housing and the opportunity for very low- and low-income families of all races, ethnicities, national origins, religions, ethnic backgrounds, and with all types of disabilities, to participate in the public housing program and its services.
- Create positive public awareness and expand the level of family and community support in accomplishing the Housing Authority of the City of Camden's mission.
- Attain and maintain a high level of standards and professionalism in day-to-day management of all program components.
- Administer an efficient, high-performing agency through continuous improvement of the PHA's support systems and commitment to our employees and their development.

The PHA will make every effort to keep residents informed of program rules and regulations, and to advise participants of how the program rules affect them.

## **PART II: THE PUBLIC HOUSING PROGRAM**

### **1-II.A. OVERVIEW AND HISTORY OF THE PROGRAM**

The intent of this section is to provide the public and staff an overview of the history and operation of public housing.

The United States Housing Act of 1937 (the "Act") is responsible for the birth of federal housing program initiatives, known as public housing. The Act was intended to provide financial assistance to states and cities for public works projects, slum clearance and the development of affordable housing for low-income residents. There have been many changes to the program since its inception in 1937.

The Housing Act of 1965 established the availability of federal assistance, administered through local public agencies, to provide rehabilitation grants for home repairs and rehabilitation. This act also created the federal Department of Housing and Urban Development (HUD).

The Housing Act of 1969 created an operating subsidy for the public housing program for the first time. Until that time, public housing was a self-sustaining program.

In 1998, the Quality Housing and Work Responsibility Act (QHWRA) – also known as the Public Housing Reform Act or Housing Act of 1998 – was signed into law. Its purpose was to provide more private sector management guidelines to the public housing program and provide residents with greater choices. It also allowed PHAs more remedies to replace or revitalize severely distressed public housing developments. Highlights of the Reform Act include: the establishment of flat rents; the requirement for PHAs to develop five-year and annual plans; income targeting, a requirement that 40% of all new admissions in public housing during any given fiscal year be reserved for extremely low-income families; and resident self-sufficiency incentives.

## **1-II.B. PUBLIC HOUSING PROGRAM BASICS**

HUD writes and publishes regulations in order to implement public housing laws enacted by Congress. HUD contracts with the HACC to administer programs in accordance with HUD regulations and provides an operating subsidy to HACC. The HACC must create written policies that are consistent with HUD regulations. Among these policies is this HACC's Admissions and Continued Occupancy Policy (ACOP). The ACOP must be approved by the HACC's Board of Commissioners.

The job of the HACC pursuant to HUD regulations is to provide decent, safe, and sanitary housing, in good repair, to low-income families at an affordable rent. The HACC screens applicants for public housing and, if they are determined to be eligible for the program, the HACC makes an offer of a housing unit. If the applicant accepts the offer, the HACC and the applicant will enter into a written lease agreement. At this point, the applicant becomes a tenant in the public housing program.

In the context of the public housing program, a tenant is defined as the adult person(s) (other than a live-in aide) who (1) executed the lease with HACC as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit. [24 CFR 966.53]. The Public Housing Occupancy Guidebook refers to tenants as "residents." The terms "tenant" and "resident" are used interchangeably in this policy. Additionally, this policy uses the term "family" or "families" for residents or applicants, depending on context.

Since HACC owns the public housing development, the HACC is the landlord. The HACC must comply with all of the legal and management responsibilities of a landlord in addition to administering the program in accordance with HUD regulations and HACC policy.

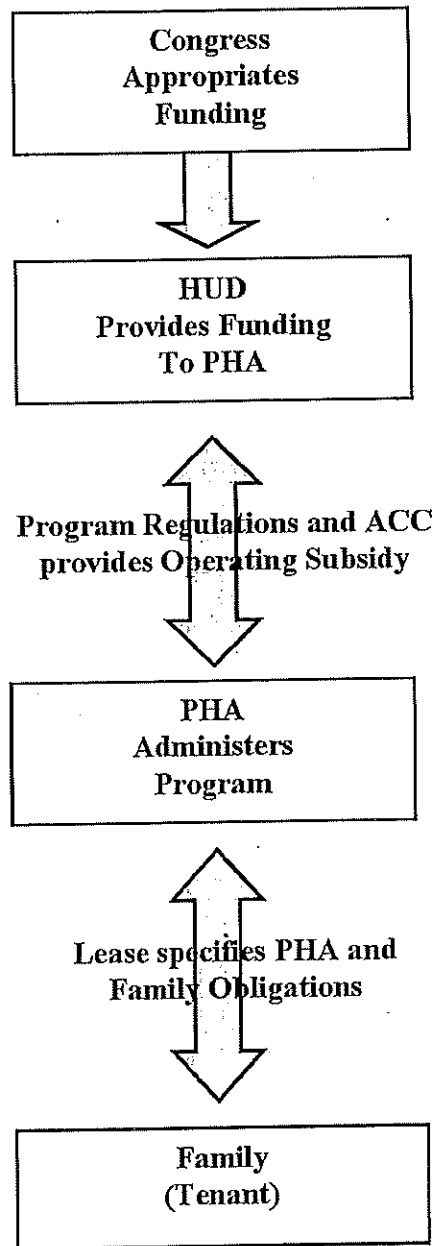
## **1-II.C. PUBLIC HOUSING PARTNERSHIPS**

To administer the public housing program, HACC has entered into an Annual Contributions Contract (ACC) with HUD. The HACC also enters into a contractual relationship with the tenant through the public housing lease (also known as the Residential Lease Agreement; hereinafter "Lease"). These contracts define and describe the roles and responsibilities of each party.

In addition to the ACC, the HACC and family must also comply with federal regulations and other HUD publications and directives. For the program to work and be successful, all parties involved – HUD, the HACC and the tenant – play important roles.

The chart on the following page illustrates key aspects of these relationships.

## The Public Housing Relationships



## **What does HUD do?**

Federal law is the source of HUD responsibilities. HUD has the following major responsibilities:

- Develop regulations, requirements, handbooks, notices and other guidance to implement housing legislation passed by Congress
- Allocate operating subsidies to PHAs
- Allocate capital funding to PHAs
- Provide technical assistance to PHAs on interpreting and applying program requirements
- Monitor PHA compliance with program requirements and PHA performance in program administration.

## **What does the HACC do?**

The HACC's responsibilities originate in federal regulations and the ACC. The HACC owns and manages public housing developments, administers the program under contract with HUD and has the following major responsibilities:

- Ensure compliance with all non-discrimination, equal opportunity and fair housing laws, and ensure that the program is accessible to persons with disabilities
- Establish local policies and procedures for operating the program
- Accept applications from interested applicant families and determine whether they are income eligible for the program
- Maintain waiting list and select families for admission
- Screen applicant families for suitability as renters
- Maintain housing units by making any necessary repairs in a timely manner
- Make unit offers to families (minimize vacancies without overcrowding)
- Maintain properties to the standard of decent, safe, sanitary, and in good repair (including assuring compliance with uniform physical conditions standards)
- Make sure the HACC has adequate financial resources to maintain its housing stock
- Perform regular reexaminations of family income and composition in accordance with HUD requirements
- Collect rent due from the assisted family and comply with and enforce provisions of the lease
- Ensure that families comply with program rules
- Provide families with prompt and professional service
- Comply with HUD regulations and requirements, the Annual Contributions Contract, HUD-approved applications for funding, the HACC's ACOP, and other applicable federal, state and local laws.



### **What does the Tenant do?**

The tenant's responsibilities are articulated in the public housing lease. The tenant has the following broad responsibilities:

- Comply with the terms of the lease and the HACC rules and regulations, as applicable
- Provide HACC with complete and accurate information, determined by the HACC to be necessary for administration of the program
- Cooperate in attending all appointments scheduled by the HACC
- Allow the PHA to inspect the unit at reasonable times and after reasonable notice
- Take responsibility for care of the housing unit, including any violations of uniform physical condition standards (UPCS) caused by the family
- Not engage in drug-related, violent criminal, or other criminal activity
- Notify the HACC before moving or termination of the lease
- Use the assisted unit only for residence and as the sole residence of the family. Not sublet the unit or assign the lease
- Promptly notify the HACC of any changes in family composition
- Not commit fraud, bribery, or any other corrupt or criminal act in connection with any housing programs.
- Take care of the housing unit and report maintenance problems to the PHA promptly

If all parties fulfill their obligations in a professional and timely manner, the program responsibilities will be fulfilled in an effective manner.

### **1-III.D. APPLICABLE REGULATIONS**

Applicable regulations include:

- 24 CFR Part 5: General Program Requirements
- 24 CFR Part 8: Nondiscrimination
- 24 CFR Part 35: Lead-Based Paint
- 24 CFR Part 902: Public Housing Assessment System
- 24 CFR Part 903: Public Housing Agency Plans
- 24 CFR Part 945: Designated Housing
- 24 CFR Part 960: Admission and Occupancy Policies
- 24 CFR Part 965: PHA-Owned or Leased Projects – General Provisions
- 24 CFR Part 966: Lease and Grievance Procedures

## **PART III: THE ADMISSIONS AND CONTINUED OCCUPANCY POLICIES**

### **1-III.A. OVERVIEW AND PURPOSE OF THE POLICY**

The ACOP is the HACC's written statement of policies used to carry out the housing program in accordance with federal law and regulations, and HUD requirements. The ACOP is required by HUD and it must be available for public review [CFR 24 Part 903]. The ACOP also contains policies that support the objectives contained in HACC'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 ACC and all HUD-approved applications for program funding. The HACC 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-III.B. CONTENTS OF THE POLICY**

Unlike the housing choice voucher program, HUD regulations for public housing do not contain a list of what must be included in the ACOP. However, individual regulations contain requirements of inclusion in the HACC's written policy. At a minimum, the ACOP plan should cover HACC policies on these subjects:

- The organization of the waiting list and how families are selected and offered available units, including any HACC admission preferences, procedures for removing applicant names from the waiting list, and procedures for closing and reopening the waiting list (Chapters 4 and 5)
- Transfer policies and the circumstances under which a transfer would take precedence over an admission (Chapter 12)
- Standards for determining eligibility, suitability for tenancy, and the size and type of the unit needed (Chapters 3 and 5)
- Procedures for verifying the information the family has provided (Chapter 7)
- The method for achieving deconcentration of poverty and income-mixing of public housing developments (Chapter 4)
- Grievance procedures (Chapter 14)
- Policies concerning payment by a family to the HACC of amounts the family owes the HACC (Chapter 15 and 16)
- Interim redeterminations of family income and composition (Chapter 9)
- Policies regarding community service requirements; (Chapter 11)
- Policies and rules about safety and ownership of pets in public housing (Chapter 10).

## **New Approach to Policy Development**

HUD has developed an approach to monitoring PHAs that emphasizes the importance of consistency in operation and decision-making. The ACOP supports that goal by clearly setting forth the HACC's operating policies.

A primary focus of programs like HUD's Rental Integrity Monitoring (RIM) program has been consistency in how agencies conduct their business and in how HUD monitors agency activities. HUD has made it clear that consistency in the conduct of administration is important. Referring to and following the ACOP is essential to maintaining consistency in applying HACC policy.

HUD makes a distinction between mandatory policies and non-mandatory policies:

- Mandatory policies: those driven by legislation, regulations, current handbooks, current PIH notices, and legal opinions from the Office of General Counsel
- Optional, non-binding guidance: including guidebooks, FAQs, PIH notices that have expired and recommendations from individual HUD staff.

HUD expects PHAs to develop policies and procedures that are consistent with mandatory policies and to make clear the optional policies the PHA has adopted. The ACOP is comprised of mandatory policies and optional HACC policy. HUD's new direction emphasizes the need for a clearly written and comprehensive ACOP to guide staff in the clear and consistent application of policy.

HUD suggestions, recommendations, written issuances, and guidance are consistent with mandatory policies. Therefore, using HUD guidance in the preparation of HACC policy, even though it is not mandatory, provides a HACC with a "safe harbor." If a PHA adopts its own optional policy, it must make its own determination that such policy is consistent with legislation, regulations, and other mandatory requirements. There may be very good reasons for adopting a policy or procedure that is different than that suggested by HUD, PHAs should carefully through those decisions and be able to articulate how their policy is consistent with federal laws, regulations and mandatory policy.

## **1-III.C. UPDATING AND REVISING THE POLICY**

The HACC will revise this ACOP as needed to comply with changes in HUD regulations. The original policy and any changes must be approved by the board of commissioners of the HACC, the pertinent sections included in the Agency Plan, and a copy provided to HUD.

### HACC Policy

HACC will review and update the ACOP at least once a year, and more often as needed, to reflect changes in regulations, HACC operations, or when needed to ensure staff consistency in operation.

## Chapter 2

### FAIR HOUSING AND EQUAL OPPORTUNITY

#### INTRODUCTION

This chapter explains the laws and HUD regulations requiring PHAs to affirmatively further civil rights and fair housing in all federally-assisted housing programs. The letter and spirit of these laws are implemented through consistent policy and processes. The responsibility to further nondiscrimination pertains to all areas of the PHA's public housing operations.

This chapter describes HUD regulations and PHA policies related to these topics in three parts:

Part I: Nondiscrimination. This part presents the body of laws and regulations governing the responsibilities of the PHA regarding nondiscrimination.

Part II: Policies Related to Persons with Disabilities. This part discusses the rules and policies of the public housing program related to reasonable accommodation for persons with disabilities. These rules and policies are based on the Fair Housing Act (42.U.S.C.) and Section 504 of the Rehabilitation Act of 1973, and incorporate guidance from the Joint Statement of The Department of Housing and Urban Development and the Department of Justice (DOJ), issued May 17, 2004.

Part III: Prohibition of Discrimination Against Limited English Proficiency Persons. This part details the obligations of the PHA to ensure meaningful access to the public housing program and its activities by persons with limited English proficiency (LEP). This part incorporates the Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons published January 22, 2007, in the *Federal Register*.

## PART I: NONDISCRIMINATION

### 2-I.A. OVERVIEW

Federal laws require a PHAs to treat all applicants and tenant families equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. The PHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Orders 11063 and 13988
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- Violence Against Women Reauthorization Act of 2005 (VAWA)
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the *Federal Register* February 3, 2012 and further clarified in Notice PIH 2014-20
- The Violence Against Women Act of 2013 (VAWA)
- Any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted

When more than one civil rights law applies to a situation, the laws will be read and applied together.

#### HACC Policy

No state or local nondiscrimination laws or ordinances apply. HACC will comply with all laws regarding treating applicants and tenant families equally and will carry out the HACC mission by abiding by all such laws.

## **2-I.B. NONDISCRIMINATION**

Federal regulations prohibit discrimination against certain protected classes and other groups of people.

The HACC shall not discriminate because of race, color, sex, religion, familial status, age, disability or national origin (called "protected classes").

Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.

The HACC will not discriminate on the basis of marital status, gender identity, or sexual orientation [FR Notice 02/03/12; Executive Order 13988].

### HACC Policy

The HACC does not identify any additional protected classes.

The HACC will not use any of these factors to:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the public housing program
- Provide housing that is different from that provided to others
- Subject anyone to segregation or disparate treatment
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission
- Steer an applicant or tenant toward or away from a particular area based on any of these factors
- Deny anyone access to the same level of services
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
- Discriminate in the provision of residential real estate transactions
- Discriminate against someone because they are related to or associated with a member of a protected class
- Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class

### **Providing Information to Families**

HACC will take steps to ensure that families are fully aware of all applicable civil rights laws. As part of the public housing orientation process, the HACC will provide information to public housing applicant families about civil rights requirements.

### **Discrimination Complaints**

If an applicant or tenant family believes that any family member has been discriminated against by the HACC, the family should advise the HACC. HUD requires the HACC to make every reasonable attempt to determine whether the applicant's or tenant family's assertions have merit and take any warranted corrective action.

#### HACC Policy

Applicants or tenant families who believe that they have been subject to unlawful discrimination may notify the HACC in writing within 15 calendar days.

The HACC will attempt to remedy discrimination complaints made against the HACC.

The HACC 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).



## **PART II: POLICIES RELATED TO PERSONS WITH DISABILITIES**

### **2-II.A. OVERVIEW**

One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make reasonable accommodation in rules, policies, practices, or services when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy a program or dwelling under the program.

The HACC will ensure that persons with disabilities have full access to HACC's programs and services. This responsibility begins with the first inquiry of an interested family and continues through every programmatic area of the public housing program [24 CFR 8].

The HACC will provide a notice to each tenant that the tenant may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the tenant can meet lease requirements or other requirements of tenancy [24 CFR 966.7(b)].

#### HACC Policy

The HACC will ask all applicants and resident families if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by the HACC, by including the following or similar language:

“If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact the housing authority.”

The name, title and phone number of a contact person will be provided in order to make for requests for accommodation for persons with disabilities.

## **2-II.B. DEFINITION OF REASONABLE ACCOMMODATION**

A "reasonable accommodation" is a change, exception, or adjustment to a policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Since policies and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny them an equal opportunity to use and enjoy a dwelling. [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden" for the PHA, or result in a "fundamental alteration" in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider's operations. In granting reasonable accommodation, HACC will determine through appropriate verification(s) that there is a "nexus" or "connection" between the disability and the accommodation requested.

### **Types of Reasonable Accommodations**

When it is reasonable (see definition above and Section 2-II.E), the HACC shall accommodate the needs of a person with disabilities. Examples include but are not limited to:

- Permitting applications and reexaminations to be completed by mail
- Providing "large-print" forms
- Conducting home visits
- Permitting a higher utility allowance for the unit if a person with disabilities requires the use of specialized equipment related to the disability
- Modifying or altering a unit or physical system if such a modification or alteration is necessary to provide equal access to a person with a disability
- Installing a ramp into a dwelling or building
- Installing grab bars in a bathroom
- Installing visual fire alarms for hearing impaired persons
- Allowing a PHA-approved live-in aide to reside in the unit if that person is determined to be essential to the care of a person with disabilities, is not obligated for the support of the person with disabilities, and would not otherwise be living in the unit.
- Providing a designated handicapped-accessible parking space
- Allowing an assistance animal
- Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with PHA staff
- Displaying posters and other housing information in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair

## **2-II.C. REQUEST FOR AN ACCOMMODATION**

If an applicant or participant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, HUD requires that the PHA treat the information as a request for a reasonable accommodation, even if no formal request is made [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

The family must explain what type of accommodation is needed to provide the person with the disability full access to the PHA's programs and services.

If the need for the accommodation is not readily apparent or known to the PHA, the family must explain the relationship between the requested accommodation and the disability.

### HACC Policy

The HACC requires the family to make its request in writing using a reasonable accommodation request form. If the family needs accommodation to complete the written request, the HACC will assist.

## 2-II.D. VERIFICATION OF DISABILITY

The regulatory civil rights definition for persons with disabilities is provided in Exhibit 2-1 at the end of this chapter. The definition of a person with a disability for the purpose of obtaining a reasonable accommodation is much broader than the HUD definition of disability which is used for waiting list preferences and income allowances.

Before providing an accommodation, the HACC must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family's access to the HACC's programs and services.

If a person's disability is obvious or otherwise known to the HACC, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known to the HACC, the HACC must verify that the person meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.

When verifying a disability, the HACC will follow the verification policies provided in Chapter 7. All information related to a person's disability will be treated in accordance with the confidentiality policies provided in Chapter 16 (Program Administration). In addition to the general requirements that govern all verification efforts, the following requirements apply when verifying a disability:

- Third-party verification must be obtained from an individual identified by the family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]
- The HACC will request only information that is necessary to evaluate the disability-related need for the accommodation. The HACC may not inquire about the nature or extent of any disability but a nexus or connection between the reasonable accommodation request and the disability must exist.
- Medical records will not be accepted or retained in the participant file.
- In the event that the HACC does receive confidential information about a person's specific diagnosis, treatment, or the nature or severity of the disability, the HACC will dispose of it. In place of the information, the HACC will note in the file that the disability and other requested information have been verified, the date the verification was received, and the name and address of the knowledgeable professional who sent the information. [Notice PIH 2010-26].

**2-II.E. APPROVAL/DENIAL OF A REQUESTED ACCOMMODATION** [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act, Notice PIH 2010-26]

HACC must approve a request for an accommodation if the following three conditions are met.

- The request was made by or on behalf of a person with a disability.
- There is a disability-related need for the accommodation.
- The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on the HACC, or fundamentally alter the nature of the HACC's operations.

Requests for accommodations must be assessed on a case-by-case basis. The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the overall size of the HACC's program with respect to the number of employees, type of facilities and size of budget, type of operation including composition and structure of workforce, the nature and cost of the requested accommodation, and the availability of alternative accommodations that would effectively meet the family's disability-related needs.

Before making a determination whether to approve the request, the HACC may enter into discussion and negotiation with the family, request more information from the family, or may require the family to sign a consent form so that the HACC may verify the need for the requested accommodation.

**HACC Policy**

After a written request for an accommodation is presented, and all necessary documentation received, the HACC will respond, in writing, within 15 calendar days.

If the HACC denies a request for an accommodation because there is no relationship, or nexus, found between the disability and the requested accommodation, the notice will inform the family of the right to appeal the HACC's decision through an informal hearing for an applicant or the grievance process for residents (see Chapter 14).

If the HACC denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of the HACC's operations), the HACC will discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the public housing program and without imposing an undue financial and administrative burden.

If the HACC believes that the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, the HACC will notify the family, in writing, of its determination within 15 calendar days from the date of the most recent discussion or communication with the family. The notice will inform the family of the right to appeal the PHA's decision through an informal hearing in the case of an applicant or the grievance process in the case of a resident (see Chapter 14).

## **2-IL.F. PROGRAM ACCESSIBILITY FOR PERSONS WITH HEARING OR VISION IMPAIRMENTS**

HUD regulations require the PHA to take reasonable steps to ensure that persons with disabilities related to hearing and vision have reasonable access to the PHA's programs and services [24 CFR 8.6].

At the initial point of contact with each applicant, the HACC shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork.

### HACC Policy

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication will be available.

To meet the needs of persons with vision impairments, a written request must be made at least 48 hours prior to the meeting or event for special assistance, for example, large-print and audio versions of key program documents or other appropriate methods will be made available upon request. When visual aids are used in public meetings or presentations, or in meetings with HACC staff, one-on-one assistance will be provided upon written request at least 48 hours prior to the meeting.

Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third party representative (a friend, relative or advocate, named by the applicant) to receive, interpret and explain housing materials and be present at all meetings.

## **2-II.G. PHYSICAL ACCESSIBILITY**

The PHA must comply with a variety of regulations pertaining to physical accessibility, including the following.

- Notice PIH 2010-26
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990
- The Architectural Barriers Act of 1968
- The Fair Housing Act of 1988

The HACC's policies concerning physical accessibility must be readily available to applicants and resident families. They can be found in three key documents.

- This Admissions and Continued Occupancy Policy describes the key policies that govern HACC responsibilities with regard to physical accessibility.
- Notice PIH 2010-26 (HA) summarizes information about pertinent laws and implementing regulations related to nondiscrimination and accessibility in federally-funded housing programs.
- The HACC Plan provides information about self-evaluation, needs assessment, and transitions plans.

The design, construction, or alteration of HACC facilities must conform to the Uniform Federal Accessibility Standards (UFAS). Notice PIH 2010-26 contains specific information on calculating the percentages of units for meeting UFAS requirements.

Newly-constructed facilities must be designed to be readily accessible to and usable by persons with disabilities. Alterations to existing facilities must be accessible to the maximum extent feasible, defined as not imposing an undue financial and administrative burden on the operations of the public housing program.



## **2-II.H. DENIAL OR TERMINATION OF ASSISTANCE**

HACC's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation [24 CFR 966.7].

When applicants with disabilities are denied assistance, the notice of denial must inform them of their right to request an informal hearing [24 CFR 960.208(a)].

When a family's lease is terminated, the notice of termination must inform the family of their right to request a hearing in accordance with the PHA's grievance process [24 CFR 966.4(l)(3)(ii)].

When reviewing reasonable accommodation requests, the HACC will consider whether reasonable accommodation will allow the family to overcome the problem that led to the HACC's decision to deny or terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, the HACC will consider the accommodation [24 CFR 966.7] on a case-by-case basis, in terms of "nexus," "financial burden" and "implications of changing the nature of HACC's mission and program."

In addition, the PHA must provide reasonable accommodation for persons with disabilities to participate in the informal hearing or grievance process [24 CFR 966.56(h)].

## **PART III: IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)**

### **2-III.A. OVERVIEW**

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the public housing program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin. This part incorporates the Final Guidance to Federal Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, published January 22, 2007 in the *Federal Register*.

The HACC will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).

LEP persons are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this Admissions and Continued Occupancy Policy, LEP persons are public housing applicants and resident families, and parents and family members of applicants and resident families.

In order to determine the level of access needed by LEP persons, the HACC will balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the public housing program; (2) the frequency with which LEP persons come into 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 to HACC and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the HACC.

### **2-III.B. ORAL INTERPRETATION**

In a hearing, or situations in which health, safety, or access to important benefits and services are at stake, the HACC will generally offer, or ensure that the family is offered through other sources, competent interpretation services free of charge to the LEP person.

#### **HACC Policy**

The HACC will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits.

The HACC will utilize a language line for telephone interpreter services.

When exercising the option to conduct remote hearings, however, the HACC will coordinate with a remote interpretation service which, when available, uses video conferencing technology rather than voice-only interpretation.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language

services offered by the HACC. HACC, at its discretion, may choose to use the language services even when LEP persons desire to use an interpreter of their choosing. The interpreter may be a family member or friend. However, HACC reserves the right to determine if this interpreter is competent to translate relevant documents. If the interpreter chosen by the family is a minor, the PHA will not rely as on the minor to serve as the interpreter.

Where feasible and possible, the HACC will encourage the use of qualified community translator volunteers. According to its language assistance plan (LAP), HACC will train and hire bilingual staff to be available to act as interpreters and translators, pool resources with other PHAs, and will standardize documents.

## **2-III.C. WRITTEN TRANSLATION**

Translation is the replacement of a written text from one language into an equivalent written text in another language.

### HACC Policy

In order to comply with written-translation obligations, the HACC will take the following steps:

The HACC will provide written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or

If there are fewer than 50 persons in a language group that reaches the 5 percent trigger, HACC may not translate vital written materials, but will provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

## **2-III.D. IMPLEMENTATION PLAN**

After completing the four-factor analysis and deciding what language assistance services are appropriate, the HACC shall determine whether it is necessary to develop a written implementation plan to address the identified needs of the LEP populations it serves.

If the HACC determines that it is not necessary to develop a written implementation plan, the absence of a written plan does not obviate the underlying obligation to ensure meaningful access by LEP persons to HACC's public housing program and services.

### HACC Policy

If it is determined that the HACC serves very few LEP persons, and the HACC has very limited resources, the HACC will not develop a written LEP plan, but will consider alternative ways to articulate in a reasonable manner a plan for providing meaningful access. Entities having significant contact with LEP persons, such as schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants will be contacted for input into the process.

If the HACC determines it is appropriate to develop a written LEP plan, the following five steps will be taken: (1) Identifying LEP individuals who need language assistance; (2) identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) monitoring and updating the LEP plan.

HACC has identified Spanish language LEP persons. HACC has some bilingual staff who serves this LEP population. No other major LEP language has been identified within the HACC jurisdiction.

## **PART IV: VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY**

### **2-IV-A. Purpose and Applicability**

The purposed of this policy (herein called "Policy") is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 and more generally to set forth the Housing Authority of the City of Camden's (HACC) policy and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by the HACC of all federally subsidized public housing and Housing Choice Voucher programs under the United States Housing Act of 1937. Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

### **2-IV.B. Goals and Objectives**

This Policy has the following principal goals and objectives:

Maintaining compliance with all applicable legal requirements imposed by VAWA;  
Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by the HACC; providing and maintaining housing opportunities for victims of domestic violence, dating violence, or stalking;  
Creating and maintaining collaborative arrangements between the HACC, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by the HACC; and  
Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by the HACC.

### **2-IV.C. Other HACC Policies and Procedures**

This Policy shall be referenced in and attached to the HACC's Five-Year Agency Plan and shall be incorporated in and made a part of the HACC's Admissions and Continued Occupancy Policy (ACOP) and Administrative Plan. The HACC's annual Agency Plan shall also contain information concerning the HACC's activities, services or programs relating to domestic violence, dating violence, and stalking.

To the extent any provision of the policy shall vary or contradict any previously adopted policy or procedure of the HACC, the provisions of this Policy shall prevail.

## **2-IV.D. Definitions**

As used in this Policy:

*Domestic Violence* – The term “domestic violence” includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person who is 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.

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

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

*Stalking – means –*

- (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and
- (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and 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 – that person; a member of the immediate family of that person; or the spouse or intimate partner of that person.

*Immediate Family Member* – means, with respect to a person –

A spouse, parent, brother, sister, or child of that person, any other person living in the household of that person and related to that person by blood or marriage.

*Perpetrator* – means person who commits an act of domestic violence, dating violence or stalking against a victim.

## **2-IV.E. Admissions and Screening**

*Non-Denial of Assistance* – The HACC will not deny admission to public housing to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission as long as all policy requirements are met by the family/household.

## **2-IV.F. Termination of Tenancy or Assistance**

VAWA Protections – Under VAWA, public housing residents have the following specific protections, which will be observed by the HACC:

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

In addition to the foregoing, tenancy will not be terminated by the HACC as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

Nothing contained in this paragraph shall limit any other wise available authority of the HACC manager to terminate tenancy, or evict as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant’s household. However, in taking any such actions neither the HACC nor manager may apply a more demanding standard to the victim of domestic violence, dating violence or stalking than that applied to other tenants.

Nothing contained in this paragraph shall be construed to limit the authority of the HACC or manager to evict or terminate from assistance any tenant or lawful applicant if the manager, or the HACC, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

Removal of Perpetrator – Further, notwithstanding anything in previous paragraphs or federal, State or local law to the contrary, the HACC or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence may be taken without evicting or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by the HACC. Leases

used for all public housing operated by the HACC and administered by the HACC, shall contain provisions setting forth the substance of this paragraph.

#### **2-IV.G. Verification of Domestic Violence, Dating Violence or Stalking**

Requirement for Verification - The law allows, but does not require, the HACC, owner, or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupants is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII.C, the HACC shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the HACC.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

HUD-approved form – by providing to the HACC on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence, or stalking that the incident or incidents in question are bona fide incidents or actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.

Other documentation – by providing to the HACC or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

Police or court record – by providing to the HACC or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.



Time allowed to provide verification/failure to provide – An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by the HACC, or manager to provide verification, must provide such verification within 14 days (i.e. 14 calendar day) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

Waiver of verification requirement – The Executive Director of the HACC, or a Housing Choice Voucher program owner or manager, may, with respect to any specific case, waive the above stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted at the sole discretion of the Executive Director, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

## **2-IV.H. Confidentiality**

Right of confidentiality – All information ( including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to the HACC or manager in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is (1) requested or consented to by the individual in writing, or (2) required for use in a public housing eviction proceeding or in connection with termination of assistance from the Housing Choice Voucher program, as permitted in VAWA, or (3) otherwise required by applicable law.

Notification of rights – All tenants of public housing administered by the HACC shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

## **2-IV.I. Transfer to New Residence**

Application for transfer – In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, the HACC will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence, dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

Action on applications – The HACC will act upon such an application promptly within 7 business days.

No right to transfer – The HACC will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. In IX.E. below the decision to grant or refuse to grant a transfer shall lie within the sole discretion of the HACC, and this policy does not create any right on the part of any applicant to be granted a transfer.

Family rent obligations – If a family occupying HACC public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by the HACC. In cases where the HACC determines that the family's decision to move was reasonable under the circumstances, the HACC may wholly or partially waive rent payments and rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.

NOTE: Took out references to Housing Choice Voucher.

## **2-IV.J. Court Orders/Family Break-up**

Court orders – It is the HACC’s policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by the HACC and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

Family break-up – Other HACC policies regarding family break-up are contained in this document (ACOP)

## **2-IV.K. Relationship with Service Providers**

It is the policy of the HACC to cooperate with organizations and entities, both private and governmental that provides shelter and/or services to victims of domestic violence. If the HACC staff becomes aware that an individual assisted by the HACC is a victim of domestic violence, dating violence or stalking, the HACC will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring the HACC either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. The HACC’s annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which the HACC has referral or other cooperative relationships.

## **2-IV.L. Notifications**

The HACC shall provide written notification to applicants, and tenants concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

## **2-IV.M. Relationship with Other Applicable Laws**

Neither VAWA nor the Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

## **EXHIBIT 2-1: DEFINITION OF A PERSON WITH A DISABILITY UNDER FEDERAL CIVIL RIGHTS LAWS [24 CFR Parts 8.3 and 100.201]**

A person with a disability, as defined under federal civil rights laws, is any person who:

- Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or
- Has a record of such impairment, or
- Is regarded as having such impairment

The phrase “physical or mental impairment” includes:

- Any physiological disorder or condition, cosmetic or 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
- Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to: such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness drug addiction and alcoholism.

“Major life activities” includes, but is not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working.

“Has a record of such impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major live activities.

“Is regarded as having an impairment” is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity (such as the PHA) as constituting such a limitation; has none of the impairments defined in this section but is treated by a public entity as having such an impairment; or has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.

The definition of a person with disabilities does not include:

- Current illegal drug users
- People whose alcohol use interferes with the rights of others
- Persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the public housing program

The above definition of disability determines whether an applicant or participant is entitled to any of the protections of federal disability civil rights laws. Thus, a person who does not meet this definition of disability is not entitled to a reasonable accommodation under federal civil rights and fair housing laws and regulations.

The HUD definition of a person with a disability is much narrower than the civil rights definition of disability. The HUD definition of a person with a disability is used for purposes of receiving the disabled family preference, the \$400 elderly/disabled household deduction, the allowance for medical expenses, or the allowance for disability assistance expenses.

The definition of a person with a disability for purposes of granting a reasonable accommodation request is much broader than the HUD definition of disability. Many people will not qualify as a disabled person under the public housing program, yet an accommodation is needed to provide equal opportunity.

## Chapter 3

### ELIGIBILITY

#### INTRODUCTION

HACC 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 HACC to confirm eligibility and determine the level of the family's assistance.

To be eligible for the public housing program:

- The applicant family must:
  - Qualify as a family as defined by HUD and the HACC.
  - Have income at or below HUD-specified income limits.
  - Qualify on the basis of citizenship or the eligible immigrant status of family members.
  - Provide social security number information for household members as required.
  - Consent to the HACC's collection and use of family information as provided for in PHA- provided consent forms
- The HACC must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or the HACC.

This chapter contains three parts:

Part I: Definitions of Family and Household Members. This part contains HUD and HACC definitions of family and household members and explains initial and ongoing eligibility issues related to these members.

Part II: Basic Eligibility Criteria. This part discusses income eligibility, and rules regarding citizenship, social security numbers, and family consent.

Part III: Denial of Admission. This part covers factors related to an applicant's past or current conduct (e.g. criminal activity) that can cause the HACC to deny admission.

## **PART I: DEFINITIONS OF FAMILY AND HOUSEHOLD MEMBERS**

### **3-I.A. OVERVIEW**

Some eligibility criteria and program rules vary depending upon the composition of the family requesting assistance. In addition, some requirements apply to the family as a whole and others apply to individual persons who will live in the public housing unit. This part provides information that is needed to correctly identify family and household members, and explains HUD's eligibility rules.

### **3-I.B. FAMILY AND HOUSEHOLD [24 CFR 5.403 and HUD-50058 IB, p. 13, FR Notice 02/03/12]**

The terms *family* and *household* have different meanings in the public housing program.

#### **Family**

To be eligible for admission, an applicant must qualify as a family. *Family* as defined by HUD includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status, a single person; or a group of persons residing together. Such group includes, but is not limited to a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family), an elderly family, a near-elderly family, a disabled family, a displaced family, or the remaining member of a tenant family. The HACC has the discretion to determine if any other group of persons qualifies as a family.

*Gender Identity* means actual or perceived gender characteristics.

*Sexual orientation* means homosexuality, heterosexuality, or bisexuality.

#### **HACC Policy**

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

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

#### **Household**

*Household* is a broader term that includes additional people who, with the HACC's permission, live in a public housing unit, such as live-in aides, foster children, and foster adults.

### 3-I.C. FAMILY BREAK-UP AND REMAINING MEMBER OF TENANT FAMILY

#### Family Break-up

##### HACC Policy

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may submit a new application with a new application date if the waiting list is open.

If a family breaks up into two otherwise eligible families while living in public housing, only one of the new families will retain occupancy of the unit.

If a court determines the disposition of property between members of an applicant or resident family, the HACC will abide by the court's determination.

In the absence of a judicial decision or an agreement among the original family members, the HACC will determine which family will retain their placement on the waiting list or continue in occupancy. In making its determination, the PHA will take into consideration the following factors: (1) the interest of any minor children, including custody arrangements; (2) the interest of any ill, elderly, or disabled family members; (3) the interest of any family member who is or has been the victim of domestic violence, dating violence, sexual assault or stalking, including a family who was forced to leave a public housing unit as a result of such actual or threatened abuse and provides documentation in accordance with section 16-VII.D of this ACOP (4) any possible risks to family members as a result of domestic violence or criminal activity, and (5) the recommendations of social service professionals.

#### **Remaining Member of a Tenant Family [24 CFR 5.403]**

The HUD definition of family includes the *remaining member of a tenant family*, which is a member of a resident family who remains in the unit when other member(s) of the family have left the unit [PH Occ GB, p. 26]. Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family.

HACC will consider a person as a remaining member of a tenant family if they are on HUD 50058 Form and Lease when the other member(s) of the family have left, are of legal age to enter into a Lease agreement with the HACC, and who meet HACC requirements in regard to screening for tenant behavior and willingness and ability to abide by the lease.

If dependents are the only "remaining members of a tenant family" and there is no family member able to assume the responsibilities of the head of household, see Chapter 6, Section 6-I.B, for the policy on "Caretakers for a Child."



### **3-I.D. HEAD OF HOUSEHOLD [24 CFR 5.504(b)]**

*Head of household* means the adult member of the family who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a cohead or spouse.

#### HACC Policy

The family may designate any qualified family member as the head of household.

The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as a spouse of the head of household.

### **3-I.E. SPOUSE, COHEAD, AND OTHER ADULT**

A family may have a spouse or co-head, but not both [HUD-50058 IB, p. 13].

*Spouse* means the marriage partner or the civil union partner, as defined by state law, of the head of household.

#### HACC Policy

The term "spouse" does not apply to friends, roommates, or significant others who are not marriage or civil union partners. A minor who is emancipated under state law may be designated as a spouse.

A *co-head* is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one co-head.

*Other adult* means a family member, other than the head, spouse, or cohead, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults [HUD-50058 IB, p. 14].

### **3-I.F. DEPENDENT [24 CFR 5.603]**

A *dependent* is a family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, co-head, foster children/adults and live-in aides. Identifying each dependent in the family is important because each dependent qualifies the family for a deduction from annual income as described in Chapter 6.

#### **Joint Custody of Dependents**

##### HACC Policy

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or resident family 50 percent or more of the time.

When more than one applicant or assisted family (regardless of program) are claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the HACC will make the determination based on available documents such as court orders, or an IRS income tax return showing which family has claimed the child for income tax purposes, school records or other credible documentation.

### **3-I.G. FULL-TIME STUDENT [24 CFR 5.603]**

A *full-time student* (FTS) is a person who is attending school or vocational training on a full-time basis. The time commitment or subject load that is needed to determine if attendance is full-time is defined by the educational institution.

Identifying each FTS is important because (1) each family member that is a FTS, other than the head, spouse, or co-head, qualifies the family for a dependent deduction and (2) the income of such a FTS is treated differently from the income of other family members.

### **3-I.H. ELDERLY AND NEAR-ELDERLY PERSONS, AND ELDERLY FAMILY [24 CFR 5.100, 5.403, 945.105, and FR Notice 02/03/12]**

#### **Elderly Persons**

An *elderly person* is a person who is at least 62 years of age.

#### **Near-Elderly Persons**

A *near-elderly person* is a person who is 50-61 years of age.

#### **Elderly Family**

An *elderly family* is one in which the head, spouse, co-head, or sole member is an elderly person. Identifying elderly families is important because these families qualify for the elderly family allowance and the medical allowance as described in Chapter 6 and may qualify for a particular type of development as noted in Chapter 4.

### **3-I.I. PERSONS WITH DISABILITIES AND DISABLED FAMILY [24 CFR 5.403]**

#### **Persons with Disabilities**

Under the public housing program, special rules apply to persons with disabilities and to any family whose head, spouse, or co-head is a person with disabilities. The technical definitions of individual with handicaps and persons with disabilities are provided in Exhibit 3-1 at the end of this chapter. These definitions are used for a number of purposes including ensuring that persons with disabilities are not discriminated against based upon disability.

As discussed in Chapter 2, the HACC will make all aspects of the public housing program accessible to persons with disabilities and consider requests for reasonable accommodations when a person's disability limits their full access to the unit, the program, or the HACC's services.

#### **Disabled Family**

A *disabled family* is one in which the head, spouse, or co-head is a person with disabilities. Identifying disabled families is important because these families qualify for the disabled family allowance and the medical allowance as described in Chapter 6 and may qualify for a particular type of development as noted in Chapter 4.

Even though persons with drug or alcohol dependencies are considered persons with disabilities for the purpose of non-discrimination, this does not prevent the HACC from denying admission or taking action under the lease for reasons related to alcohol and drug abuse in accordance with the policies found in Part III of this chapter and in Chapter 13.

### 3-I.J. GUESTS [24 CFR 5.100]

A *guest* is defined as a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

A *visitor* is a person at the unit with the consent of a tenant or other members of the household who has express or implied authority to so consent on behalf of the tenant.

The lease must provide that the tenant has the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease, including reasonable accommodation of their guests [24 CFR 966.4(d)]. The head of household is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near HACC premises [24 CFR 966.4(f)].

#### HACC Policy

A resident family must notify the HACC when overnight guests will be staying in the unit for more than 3 days. A guest can remain in the unit no longer than 14 consecutive days or a total of 14 cumulative calendar days during any 12 month period.

A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last 20 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the public housing unit more than 50 percent of the time, are not subject to the time limitations of guests as described above.

Former residents who have been evicted are not permitted as overnight guests.

Guests who represent the public housing unit address as their residence address or address of record for receipt of benefits or any other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered to be unauthorized occupants, and their presence constitutes violation of the lease and eviction proceedings will commence.

A resident family may have visitor(s). A visitor is a person who visits the family unit for a very limited period of time and is not staying overnight.

Persons who are on the HACC barring list [\*\*\*] are not permitted guests and/or visitors of resident family and their presence constitutes a violation of the lease and eviction proceedings will commence.

### **3-I.K. FOSTER CHILDREN AND FOSTER ADULTS**

*Foster adults* are usually persons with disabilities, unrelated to the tenant family, who are unable to live alone [24 CFR 5.609(c)(2)].

The term *foster child* is not specifically defined by the regulations.

Foster children and foster adults that are living with an applicant or resident family are considered household members but not family members. The income of foster children/adults is not counted in family annual income and foster children/adults do not qualify for a dependent deduction [24 CFR 5.603 and HUD-50058 IB, pp. 13-14].

#### HACC Policy

A foster child is a child that is in the legal guardianship or custody of a state, county, or private adoption or foster care agency, yet is cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency.

In the case where the foster child is related to the family, HACC will require verification of kinship relationship and verification from a court order or Division of Youth and Family Services or such other government agency.

Children that are temporarily absent from the home as a result of placement in foster care are discussed in Section 3-I.L.

### **3-I.L. ABSENT FAMILY MEMBERS**

Individuals may be temporarily or permanently absent from the unit for a variety of reasons including educational activities, placement in foster care, employment, and illness.

#### **Definitions of Temporarily and Permanently Absent**

##### HACC Policy

Generally an individual who is or is expected to be absent from the public housing unit 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 public housing unit for more than 180 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below. There may be exceptions approved by HACC.

#### **Absent Students**

##### HACC Policy

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 the HACC indicating that the student has established a separate household or the family declares that the student has established a separate household.

#### **Absences Due to Placement in Foster Care [24 CFR 5.403]**

Children temporarily absent from the home as a result of placement in foster care are **not** considered members of the family.

##### HACC Policy

If a child has been placed in foster care, the HACC will verify with the appropriate agency whether and when the child is expected to be returned to the home.

The child in foster care would NOT be counted for either number of family/household members for income eligibility or for Occupancy Standards unless there is verification that the child placed in foster care is being returned to the family or would be returned to the family if the family has appropriate housing (which would apply to an applicant).

#### **Absent Head, Spouse, or Co-head**

##### HACC Policy

An employed head, spouse, or co-head absent from the unit more than 180 consecutive days due to employment or military service will continue to be considered a family member.

## **Individuals Confined for Medical Reasons**

### HACC Policy

An individual confined to 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, the HACC will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

## **Return of Permanently Absent Family Members**

### HACC Policy

The family must request HACC approval for the return of any adult family members that the HACC has determined to be permanently absent. The individual is subject to the eligibility and screening requirements discussed in this chapter.

### 3-I.M. LIVE-IN AIDE

*Live-in aide* means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: (1) is determined to be essential to the care and well-being of the person(s), (2) is not obligated for the support of the person(s), and (3) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403].

The PHA must approve a live-in aide if needed as a reasonable accommodation for a person with disabilities in accordance with 24 CFR 8, to make the program accessible to and usable by a family member with disabilities.

A live-in aide is a member of the household, not the family and the income of the live-in aide is not counted in determining the annual income of the family [24 CFR 5.609(c) (5)]. Relatives may be approved as live-in aids if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of a tenant family.

#### HACC Policy

A family's request for a live-in aide must be made in writing. The HACC will verify the need for a live-in aide with a reliable, knowledgeable professional as provided by the family such as a doctor or other medical/health professional, social worker or case worker that the live-in aide is essential for the care and well-being of the elderly, near-elderly, or disabled family member. For continued approval, the family must submit a new, written request - subject to HACC verification - at each annual reexamination.

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 support of the person(s) needing the care, (2) would not be living in the unit except to provide the necessary supportive services and (3) will be subject to criminal background checks through local law enforcement.

A spouse, including a civil union's partner, would not qualify as a live-in aide, as they have an obligation to support and would be living in the unit together. Legal divorce or separation will not change this status.

The HACC has the discretion not to approve a particular person as a live-in aide, and may withdraw such approval, if [24 CFR 966.4(d)(3)(i)]:

- The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

- The person has a history of drug-related criminal activity or violent criminal activity; or

- The person currently owes rent or other amounts to the HACC or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

- The person has previously been evicted from HACC housing or other federally assisted housing.

For applicants, the live-in aide must be approved by HACC prior to assigning a unit with a separate bedroom for the live-in-aide.

For residents, the live-in-aide must be approved by the HACC prior to the aide's move-in and HACC will review Occupancy Standards appropriate to the situation.



A live-in-aide is considered a person necessary to assist the qualified family member. The live-in-aide will not be permitted to bring others related to the live-in-aide or not to reside in the unit.

Within 15 calendar days of receiving a request for a live-in aide, including all required documentation related to the request, the HACC will notify the family of its decision in writing, or notify the family of additional information required to make a decision and the time frame for response.

Live-in aide may hold a Certified Nursing Assistant certification or higher, and/or be CPR certified. The verification process can assist in this "live-in-aide" requirement.

## PART II: BASIC ELIGIBILITY CRITERIA

### 3-II.A. INCOME ELIGIBILITY AND TARGETING

#### Income Limits

HUD is required by law to establish income limits that determine the income eligibility of applicants for HUD's assisted housing programs, including the public housing program. The income limits are published annually and are based on HUD estimates of the median income for families of different sizes in a particular area or county.

#### Types of Low-Income Families [24 CFR 5.603(b)]

*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, adjusted for family size. (Used for income targeting only, not program eligibility.)

HUD may establish income ceilings higher or lower than 30, 50, or 80 percent of the median income for an area if HUD finds that such variations are necessary because of unusually high or low family incomes.

#### Using Income Limits for Eligibility [24 CFR 960.201]

Income limits are used for eligibility only at admission. Eligibility is established by comparing a family's annual income with HUD's published income limits. To be income-eligible, a family must be a *low-income* family.

### Using Income Limits for Targeting [24 CFR 960.202(b)]

At least 40 percent of the families admitted from the PHA waiting list to be public housing program during a PHA fiscal year must be *extremely low-income* families. This is called the “basic targeting requirement”.

If admissions of extremely low-income families to the PHA’s housing choice voucher program during a PHA fiscal year exceed the 75 percent minimum targeting requirement for that program, such excess shall be credited against the PHA’s public housing basic targeting requirement for the same fiscal year.

The fiscal year credit for housing choice voucher program admissions that exceed the minimum voucher program targeting requirement must not exceed the lower of:

- Ten percent of public housing waiting list admissions during the PHA fiscal year
- Ten percent of waiting list admission to the PHA’s housing choice voucher program during the PHA fiscal year
- The number of qualifying low-income families who commence occupancy during the fiscal year of public housing units located in census tracts with a poverty rate of 30 percent or more. For this purpose, qualifying low-income family means a low-income family other than an extremely low-income family.

For discussion of how income targeting is used in tenant selection, see Chapter 4.

### **3-II.B. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5, Subpart E]**

Housing assistance is available only to individuals who are U.S. citizens, U.S. nationals (herein referred to as citizens and nationals), or noncitizens that have eligible immigration status. At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance.

All applicant families must be notified of the requirement to submit evidence of their citizenship status when they apply. Where feasible, and in accordance with the PHA's Limited English Proficiency Plan, the notice must be in a language that is understood by the individual if the individual is not proficient in English.

#### **Declaration [24 CFR 5.508]**

HUD requires each family member to declare whether the individual is a citizen, a national, or an eligible noncitizen, except those members who elect not to contend that they have eligible immigration status. Those who elect not to contend their status are considered to be ineligible noncitizens. For citizens, nationals and eligible noncitizens the declaration must be signed personally by the head, spouse, co-head, and any other family member 18 or older, and by a parent or guardian for minors. The family must identify in writing any family members who elect not to contend their immigration status (see Ineligible Noncitizens below). No declaration is required for live-in aides, foster children, or foster adults.

#### ***U.S. Citizens and Nationals***

In general, citizens and nationals are required to submit only a signed declaration that claims their status. However, HUD regulations permit the PHA to request additional documentation of their status, such as a passport.

#### **HACC Policy**

Family members who declare citizenship or national status will be required to provide additional documentation. This documentation is defined in the Verification chapter and will include, but is not limited to, birth certificates, passports, or naturalization papers.

#### ***Eligible Noncitizens***

In addition to providing a signed declaration, those declaring eligible noncitizen status must sign a verification consent form and cooperate with the HACC's efforts to verify their immigration status as described in Chapter 7. The documentation required for establishing eligible noncitizen status varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, the person's age, and the date on which the family began receiving HUD-funded assistance.

Lawful residents of the Marshall Islands, the Federated States of Micronesia, and Palau, together known as the Freely Associated States, or FAS, are eligible for housing assistance under section 141 of the Compacts of Free Association between the U.S. Government and the Governments of the FAS [Public Law 106-504].

### ***Ineligible Noncitizens***

Those noncitizens who do not wish to contend their immigration status are required to have their names listed on a non-contending family members listing, signed by the head, spouse, or co-head (regardless of citizenship status), indicating their ineligible immigration status. The PHA is not required to verify a family member's ineligible status and is not required to report an individual's unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS).

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

### **Mixed Families**

A family is eligible for admission as long as at least one member is a citizen, national, or eligible noncitizen. Families that include eligible and ineligible individuals are considered *mixed families*. Such families will be given notice that their assistance will be prorated, and that they may request a hearing if they contest this determination. See Chapter 6 for a discussion of how rents are prorated, and Chapter 14 for a discussion of informal hearing procedures.

### **Ineligible Families [24 CFR 5.514(d), (e), and (f)]**

A PHA may elect to provide assistance to a family before the verification of the eligibility of the individual or one family member [24 CFR 5.512(b)]. Otherwise, no individual or family may be assisted prior to the affirmative establishment by the PHA that the individual or at least one family member is eligible [24 CFR 5.512(a)].

### **HACC Policy**

The HACC will not provide assistance to a family before the verification of at least one family member as a citizen, national, or eligible noncitizen.

When the HACC 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 within 15 calendar days 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 hearing with the HACC. The informal hearing with the HACC 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 hearing process.

Informal hearing procedures are contained in Chapter 14.

## **Timeframe for Determination of Citizenship Status [24 CFR 5.508(g)]**

### **HACC Policy**

For new occupants joining the resident family the HACC must verify status at the first interim or regular reexamination following the person's occupancy, whichever comes first. Addition of Adults to the household must first be requested by the household and approved by HACC prior to moving into the unit. If the household fails to make this request it is a lease violation. If HACC obtains or discovers this information during an interim or regular reexamination, all eligibility requirements including citizenship status and screening for behavior as a tenant and criminal background checks will be enforced. For persons under 18, citizenship status and social security numbers and birth or custody award documentation must be presented by the household to HACC.

If an individual qualifies for a time extension for the submission of required documents, the HACC 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.

The HACC will verify the status of applicants at the time other eligibility factors are determined.

## **3-II.C. SOCIAL SECURITY NUMBERS [24 CFR 5.216 and 5.218, Notice PIH 2012-10]**

The applicant and all members of the applicant's household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN. If a child under age 6 has been added to an applicant family within the 6 months prior to program admission, an otherwise eligible family may be admitted to the program and must disclose and document the child's SSN within 90 days of admission. A detailed discussion of acceptable documentation is provided in Chapter 7.

**Note** These requirements do not apply to noncitizens who do not contend eligible immigration status.

In addition, each participant who has not previously disclosed an SSN has previously disclosed and SSN that HUD or the SSA determined was invalid, or has been issued a new SSN must submit their complete and accurate SSN and the documentation required to verify the SSN at the time of the next interim or annual reexamination or recertification. Participants age 62 or older as of January 31, 2010, whose determination of eligibility was begun before January 31, 2010, are exempt from this requirement and remain exempt even if they move to a new assisted unit.

The HACC must deny assistance to an applicant family if they do not meet the SSN disclosure and documentation requirements contained in 24 CFR 5.216 and HACC policies for required documentation and verification.

### **3-II.D. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 5.230]**

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, the form HUD-52675, Debts Owed to Public Housing Agencies and Terminations, and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. Chapter 7 provides detailed information concerning the consent forms and verification requirements.

The HACC must deny admission to the program if any member of the applicant family fails to sign and submit consent forms which allow the HACC to obtain information that the HACC has determined is necessary in administration of the public housing program [24 CFR 960.259(a) and (b)]. This includes all HACC verification forms that require a release of information signature from the family/household member(s).

### **3-II.E. EIV SYSTEM SEARCHES [Notice PIH 2018-18; EIV FAQs; EIV System Training 9/30/20]**

#### **Existing Tenant Search**

Prior to admission to the program, the PHA must search for all household members using the EIV Existing Tenant Search module. The PHA must review the reports for any SSA matches involving another PHA or a multifamily entity and follow up on any issues identified. The PHA must provide the family with a copy of the Existing Tenant Search results if requested. At no time may any family member receive duplicative assistance.

If the tenant is a new admission to the PHA, and a match is identified at a multifamily property, the PHA must report the program admission date to the multifamily property and document the notification in the tenant file. The family must provide documentation of move-out from the assisted unit, as applicable.

#### PHA Policy

The PHA will contact the PHA or owner identified in the report to confirm that the family has moved out of the unit and obtain documentation of current tenancy status, including a form HUD-50058 or 50059, as applicable, showing an end of participation. The PHA will only approve assistance contingent upon the move-out from the currently occupied assisted unit.

#### **Debts Owed to PHAs and Terminations**

All adult household members must sign the form HUD-52675, Debts Owed to Public Housing and Terminations. Prior to admission to the program, the PHA must search for each adult family member in the Debts Owed to PHAs and Terminations module.

If a current or former tenant disputes the information in the module, the tenant should contact the PHA directly in writing to dispute the information and provide any documentation that supports the dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV. Former tenants may dispute debt and termination information for a period of up to three years from the end of participation date in the program.

### PHA Policy

The PHA will require each adult household member to sign the form HUD-52675 once at the eligibility determination. Any new members added to the household after admission will be required to sign the form HUD-52675 prior to being added to the household.

The PHA will search the Debts Owed to PHAs and Terminations module as part of the eligibility determination for new households and as part of the screening process for any household members added after the household is admitted to the program. If any information on debts or terminations is returned by the search, the PHA will determine if this information warrants a denial in accordance with the policies in Part III of this chapter.

### **Income and IVT Reports**

For each new admission, the PHA is required to review the EIV Income and IVT Reports to confirm and validate family reported income within 120 days of the IMS/PIC submission date of the new admission. The PHA must print and maintain copies of the EIV Income and IVT reports in the tenant file and resolve any discrepancies with the family within 60 days of the EIV Income or IVT report dates.



## **PART III: DENIAL OF ADMISSION**

### **3-III.A. OVERVIEW**

A family that does not meet the eligibility criteria discussed in Parts I and II, must be denied admission.

In addition, HUD requires or permits the PHA to deny admission based on certain types of current or past behaviors of family members as discussed in this part. The PHA's authority in this area is limited by the Violence against Women Act of 2005 (VAWA), which expressly prohibits the denial of admission to an otherwise qualified applicant on the basis or as a direct result of the fact that the applicant is or has been the victim of domestic violence, dating violence, or stalking [24CFR 5.2005 (b)].

This part covers the following topics:

- Required denial of admission
- Other permitted reasons for denial of admission
- Screening
- Criteria for deciding to deny admission
- Prohibition against denial of admission to victims of domestic violence, dating violence, or stalking
- Notice of eligibility or denial

### **3-III.B. REQUIRED DENIAL OF ADMISSION [24 CFR 960.204]**

PHAs are required to establish standards that prohibit admission of an applicant to the public housing program if they have engaged in certain criminal activity or if the PHA has reasonable cause to believe that a household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

Where the statute requires that the PHA prohibit admission for a prescribed period of time after some disqualifying behavior or event, the PHA may choose to continue that prohibition for a longer period of time [24 CFR 960.203(c)(3)(ii)].

HUD requires the PHA to deny assistance in the following cases:

- Any member of the household has been evicted from federally-assisted housing in the last 3 years for drug-related criminal activity. HUD permits but does not require the PHA to admit an otherwise-eligible family if the household member has completed a PHA-approved drug rehabilitation program or the circumstances which led to eviction no longer exist (e.g. the person involved in the criminal activity no longer lives in the household).

#### HACC Policy

The HACC will admit an otherwise-eligible family who was evicted from federally-assisted housing within the past (5) years for drug-related criminal activity. Once the five (5) year period has expired, and the HACC is able to verify that the household member who engaged in the criminal activity has completed a supervised drug rehabilitation program approved by the HACC and has demonstrated verifiable documentation and evidence that they have not engaged in drug use or drug criminal activity for a period of two years, or the person who committed the crime is no longer living in the household and HACC can verify the location residence of the household member no longer living in the household, HACC can consider admission.

- The PHA determines that any household member is currently engaged in the use of illegal drugs. *Drug* means a controlled substance as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802]. *Currently engaged in the illegal use of a drug* means a person has engaged in the behavior recently enough to justify a reasonable belief that there is continuing illegal drug use by a household member [24 CFR 960.205(b)(1)].

#### HACC Policy

*Currently engaged in* is defined as any use of illegal drugs during the previous two years.

- The PHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

#### HACC Policy

In determining reasonable cause, the HACC will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. The HACC will also consider evidence from all credible sources, whether requested by the HACC or brought to HACC's attention, which includes, but is not limited to newspaper articles, law enforcement agencies, fire departments, witnesses or persons in the community with knowledge of such activity. In addition, treatment providers or community-based organizations providing services to household members. A record of arrest(s) will not be used as the basis for the denial or proof that the applicant engaged in disqualifying criminal activity.

- Any household member who has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing will be denied admission.
- Any household member who is subject to a lifetime registration requirement under a state sex offender registration program will be denied admission.

### 3-III.C. OTHER PERMITTED REASONS FOR DENIAL OF ADMISSION

HUD permits but does not require the PHA to deny admission for the reasons discussed in this section

#### **Criminal Activity [24 CFR 960.203 (b) and (c)]**

Under the Public Housing Assessment System (PHAS), PHA's that have adopted policies, implemented procedures and can document that they successfully screen out and deny admission to certain applicants with unfavorable criminal histories receive points.

The PHA is responsible for screening family behavior and suitability for tenancy. In doing so, the PHA may consider an applicant's history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other tenants.

#### HACC Policy

If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past ten (10) years, the family will be denied admission.

*Drug-related criminal activity*, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100].

*Violent criminal activity*, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100].

Criminal activity that may threaten the health, safety, or welfare of other tenants [24 CFR 960.203(c)(3)].

Criminal activity that may threaten the health or safety of the HACC staff, contractors, subcontractors, or agents.

Criminal sexual conduct, including but not limited to sexual assault, incest, open and gross lewdness, or child abuse.

Evidence of such criminal activity includes, but is not limited to any record of convictions, arrests, or evictions for suspected drug-related or violent criminal activity of household members within the past (10) ten years. A conviction for such activity will be given more weight than an arrest or an eviction. A record of arrest(s) will not be used as the basis for the denial or proof that the applicant engaged in disqualifying criminal activity.

In making its decision to deny assistance, the HACC will consider the factors discussed in Sections 3-III.E and 3-III.F. Upon consideration of such factors, the HACC may, on a case-by-case basis, decide not to deny assistance as long as time periods are not a factor.

### **Previous Behavior [960.203(c) and (d) and PH Occ GB, p. 48]**

HUD authorizes the PHA to deny admission based on relevant information pertaining to the family's previous behavior and suitability for tenancy.

In the event of the receipt of unfavorable information with respect to an applicant, the PHA must consider the time, nature, and extent of the applicant's conduct (including the seriousness of the offense). As discussed in Section 3-III.F, the PHA may also need to consider whether the cause of the unfavorable information may be that the applicant is the victim of domestic violence, dating violence, sexual assault, or stalking.

### HACC Policy

The HACC will deny admission to an applicant family if the PHA determines that the family:

- Has a pattern of unsuitable past performance in meeting financial obligations, especially rent and other shelter related obligations, such as utilities within the past ten years

- Has a pattern of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences within the past ten (10) years which may adversely affect the health, safety, or welfare of other tenants

- Has a pattern of eviction from housing or termination from residential programs within the past (10) ten years (considering relevant mitigating circumstances)

- Owes rent or other amounts to the HACC or any other PHA or owner in connection with any assisted housing program

- Misrepresented or does not provide complete information related to eligibility, including income, award of preferences for admission, expenses, family composition, and rent, including providing accurate and complete information required by the HACC's initial application and/or certification application.

- Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program

- Has engaged in or threatened violent or abusive behavior toward the HACC or any other PHA personnel

*Abusive or violent behavior towards HACC or other PHA personnel* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

*Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

In making its decision to deny admission, the HACC will consider the factors discussed in Sections 3-III.E and 3-III.F. Upon consideration of such factors and the HACC may, screening for tenant behavior the HACC will, on a case-by-case basis, decide to deny or not to deny admission.

The HACC will consider the existence of mitigating factors, such as loss of employment or other financial difficulties, and patterns of previous behavior related to meeting shelter obligations before denying admission to an applicant based on the failure to meet prior financial obligations.

### 3-III.D. SCREENING

#### Screening for Eligibility

PHAs are authorized to obtain criminal conviction records from law enforcement agencies to screen applicants for admission to the public housing program. This authority assists the PHA in complying with HUD requirements and PHA policies to deny assistance to applicants who are engaging in or have engaged in certain criminal activities. In order to obtain access to the records the PHA must require every applicant family to submit a consent form signed by each adult household member [24 CFR 5.903].

The PHA may not pass along to the applicant the costs of a criminal records check [24 CFR 960.204(d)].

#### HACC Policy

The PHA will perform criminal background checks through applicable federal, state and local law enforcement for all adult household members.

If the HACC has information from any source or if the results of the criminal background check indicate there may have been past criminal activity, but the results are inconclusive, the HACC will request a fingerprint card and will request information from the National Crime Information Center (NCIC).

The HACC is required to perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program in the state where the housing is located, as well as in any other state where a household member is known to have resided [24 CFR 960.204(a)(4)].

#### HACC Policy

The PHA will use the Dru Sjodin National Sex Offender database to screen applicants for admission.

Additionally, the HACC must ask whether the applicant, or any member of the applicant's household, is subject to a lifetime registered sex offender registration requirement in any state [Notice PHI 2012-28].

If the HACC proposes to deny admission based on a criminal record or on lifetime sex offender registration information, the HACC will notify the household of the proposed action and must provide the subject of the record and the applicant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to a denial of admission [24 CFR 5.903(f) and 5.905(d)]. The HACC will contact the family/household and provide information of the opportunity for an informal hearing within 15 calendar days of providing a copy of the record. If the family/household does not respond or accept the opportunity to dispute the information within 15 calendar days, the HACC will issue the denial of admission notification.

### ***Obtaining Information from Drug Treatment Facilities [24 CFR 960.205]***

HUD authorizes PHAs to request and obtain information from drug abuse treatment facilities concerning applicants. Specifically, the PHA may require each applicant to submit for all household members who are at least 18 years of age, and for each family head, spouse, or co-head regardless of age, one or more consent forms signed by such household members that requests any drug abuse treatment facility to inform the PHA whether the drug abuse treatment facility has reasonable cause to believe that the household member is currently engaging in illegal drug use.

*Drug Abuse Treatment Facility* means an entity that holds itself out as providing, and provides, diagnosis, treatment, or referral for treatment with respect to the illegal drug use, and is either an identified unit within a general care facility, or an entity other than a general medical care facility.

*Currently engaging in illegal use of a drug* means illegal use of a drug that occurred recently enough to justify a reasonable belief that there is continuing illegal drug use by a household member.

Any consent form used for the purpose of obtaining information from a drug abuse treatment facility to determine whether a household member is currently engaging in illegal drug use must expire automatically after the PHA has made a final decision to either approve or deny the admission of such person.

Any charges incurred by the PHA for information provided from a drug abuse treatment facility may not be passed on to the applicant or tenant.

### **HACC Policy**

The HACC will solicit information from drug abuse treatment facilities when appropriate.

The HACC will submit a request for information only for certain household members, whose criminal record indicates prior arrests or conviction for any criminal activity that may be a basis for denial of admission or whose prior tenancy records indicate that the proposed household member engaged in destruction of property or violent activity against another person, or they interfered with the right of peaceful enjoyment of the premises of other residents.

The HACC will abide by the HUD requirements for records management and confidentiality as described in 24 CFR 960.205(f).

### **HACC Policy**

The HACC will obtain information from drug abuse treatment facilities to determine whether any applicant family's household members are currently engaging in illegal drug activity only when the PHA has determined that the family will be denied admission based on a family member's drug-related criminal activity, and the family claims that the culpable family member has successfully completed a supervised drug or alcohol rehabilitation program. The HACC will make the determination on a case-by-case basis.

## Screening for Suitability as a Tenant [24 CFR 960.203(c)]

The HACC is responsible for the screening and selection of families to occupy public housing units. The HACC may consider all relevant information. Screening is important to public housing communities and program integrity, and to ensure that assisted housing is provided to those families that will adhere to lease obligations.

### HACC Policy

The HACC will consider the family's history with respect to the following factors:

- Payment of rent and utilities

- Caring for a unit and premises

- Respecting the rights of other residents to the peaceful enjoyment of their housing

- Criminal activity that is a threat to the health, safety, or property of others

- Behavior of all household members as related to the grounds for denial as detailed in Sections 3-III. B and C

- Compliance with any other essential conditions of tenancy Resources Used to Check Applicant Suitability [PH Occ GB, pp. 47-56]

PHAs have a variety of resources available to them for determination of the suitability of applicants. Generally, PHAs should reject applicants who have recent behavior that would warrant lease termination for a public housing resident.

### HACC Policy

In order to determine the suitability of applicants the HACC will examine applicant history for the past ten (10) years. Such background checks will include:

#### *Past Performance in Meeting Financial Obligations, Especially Rent*

HACC, other PHAs and landlord references for the past ten (10) years in order to gather information about past performance meeting rental obligations such as rent payment record, late payment record, whether the HACC/PHA/landlord ever began or completed lease termination for non-payment, and whether utilities were ever disconnected in the unit. PHAs and landlords will be asked if they would rent to the applicant family again.

Utility company references covering the monthly amount of utilities, late payment, disconnection, return of a utility deposit and whether the applicant can get utilities turned on in his/her name. (Use of this inquiry will be reserved for applicants applying for units where there are tenant-paid utilities.)

The HACC will check court records of eviction actions and other financial judgments, and credit reports. A lack of credit history will not disqualify someone from becoming a public housing resident, but a poor credit rating may.

Applicants with no rental payment history will have a credit check and will also be asked to provide the HACC with personal references. The references will be requested to complete a verification of the applicant's ability to pay rent if no other documentation of ability to meet financial obligations is available. The applicant will also be required to complete a checklist documenting their ability to meet financial obligations. The HACC may use a formula or budget format to make this determination.

If previous landlords or the utility company do not respond to requests from the HACC, the applicant may provide other documentation that demonstrates their ability to meet financial obligations (e.g. rent receipts, cancelled checks, etc.) The HACC will make every effort to establish positive relationships with local stakeholders to provide such records and verification.

*Disturbances of Neighbors, Destruction of Property or Living or Housekeeping Habits at Prior Residences that May Adversely Affect Health, Safety, or Welfare of Other Tenants, or Cause Damage to the Unit or the Development*

#### HACC Policy

HACC, other PHAs and landlord references for the past ten (10) years in order to gather information on whether the applicant kept a unit clean, safe and sanitary; whether they violated health or safety codes; whether any damage was done by the applicant to a current or previous unit or the development, and, if so, how much the repair of the damage cost; whether the applicant's housekeeping caused insect or rodent infestation; and whether the neighbors complained about the applicant or whether the police were ever called because of disturbances.

Police and court records within the past ten (10) years will be used to check for any evidence of disturbance of neighbors or destruction of property that might have resulted in arrest or conviction.

References will be requested to complete a verification of the applicant's ability to care for the unit and avoid disturbing neighbors if no other documentation is available. In these cases, the applicant will also be required to complete a checklist documenting their ability to care for the unit and to avoid disturbing neighbors.

Home visits may be used to determine the applicant's ability to care for the unit.



### **3-III.E. CRITERIA FOR DECIDING TO DENY ADMISSION**

#### **Evidence**

##### HACC Policy

The HACC will use the preponderance of the evidence as the standard for making all admission decisions.

*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 which as a whole shows that the fact sought to be proved is more probable than not.

Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

#### **Consideration of Circumstances [24 CFR 960.203(c)(3) and (d)]**

HUD authorizes the PHA to 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 (see Section 3-III.B).

##### HACC Policy

In the event HACC receives unfavorable information with respect to an applicant, consideration must be given to the time, nature, and extent of the applicant's conduct (including the seriousness of the offense). In a manner consistent with its policies, HACC may give consideration to factors which might indicate a reasonable probability of favorable future conduct.

Consideration of circumstances will include adherence to stated agency policy in terms of time frames, verification, or other identified criteria.

## HACC Policy

The HACC will consider the following facts and circumstances prior to making its decision:

The seriousness of the case, especially with respect to how it would affect other residents' safety or property

The effects that denial of admission may have on other members of the family who were not involved in the action or failure to act

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 (as discussed further in section 3-III.F) a victim of domestic violence, dating violence, sexual assault, or stalking

The length of time since the violation occurred, including the age of the individual at the time of the conduct, as well as the family's recent history and the likelihood of favorable conduct in the future

While a record of arrest(s) will not be used as the basis for denial, an arrest may, however, trigger an investigation to determine whether the applicant actually engaged in disqualifying criminal activity. As part of its investigation, the PHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The PHA may also consider:

Any statements made by witnesses or the applicant not included in the police report

Whether criminal charges were filed

Whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal

Any other evidence relevant to determining whether or not the applicant engaged in disqualifying activity

Evidence of criminal conduct will be considered if it indicates a demonstrable risk to safety and/or property

Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs prior to admission

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.

The HACC will require the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully for a two (2) year period prior to admission.

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

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

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

### **HACC Policy**

As a condition of receiving assistance, a family may agree to remove the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the public housing unit.

Prior to admission to the program, the family must present evidence of the former family member's current address upon HACC request.

### **Reasonable Accommodation [PH Occ GB, pp. 58-60]**

If the family includes a person with disabilities, the HACC's decision concerning denial of admission is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

### **HACC Policy**

If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of admission, the HACC will determine whether the behavior is related to the disability. If so, upon the family's request, the HACC will determine whether alternative measures are appropriate as a reasonable accommodation. The HACC will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of admission. See Chapter 2 for a discussion of reasonable accommodation.

### **3-III.F. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING**

The Violence against Women Act of 2013 (VAWA) and the HUD regulation at 24 CFR 5.2005(b) prohibit PHA's from denying admission to an otherwise qualified applicant on the basis or as a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

Definitions of key terms used in VAWA are provided in section 16-VII of this ACOP, where general VAWA requirements and policies pertaining to notification, documentation, and confidentiality are also located.

#### **Notification**

##### HACC Policy

The HACC acknowledges that a victim of domestic violence, dating violence, sexual assault, or stalking may have an unfavorable history (e.g., a poor credit history, poor rental history, a record of previous damage to an apartment, a prior arrest record) due to adverse factors that would warrant denial under the HACC's policies. Therefore, if the HACC makes a determination to deny admission to an applicant family, the HACC will include in its notice of denial information about the protection against denial provided by VAWA in accordance with section 16-VII.C of this ACOP, a notice of VAWA rights, and a copy of the form HUD-5382, and will request that an applicant wishing to claim this protection notify the HACC within 15 calendar days.

While the HACC is not required to identify whether adverse factors that resulted in the applicant's denial are a result of domestic violence, dating violence, sexual assault or stalking, the applicant may inform the HACC that their status as a victim is directly related to the grounds for the denial. The HACC will request that the applicant provide enough information to the HACC to allow the HACC to make an objectively reasonable determination, based on all circumstances, whether the adverse factor is a direct result of their status as a victim.

#### **Documentation**

##### *Victim Documentation [24CFR 5.2007]*

##### HACC Policy

If an applicant claims the protection against denial of admission that VAWA provides to victims of domestic violence, dating violence, sexual assault, or stalking, the HACC will request in writing that the applicant provide documentation supporting the claim in accordance with section 16-VII.D of this ACOP.

## ***Perpetrator Documentation***

### **HACC Policy**

If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation consisting of one of the following:

A signed statement (1) requesting that the perpetrator be removed from the application and (2) certifying that the perpetrator will not be permitted to visit or to stay as a guest in the public housing unit

Documentation that the perpetrator has successfully completed or is successfully undergoing rehabilitation or treatment. The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

### **3-III.G. NOTICE OF ELIGIBILITY OR DENIAL**

The PHA will notify an applicant family of its final determination of eligibility in accordance with the policies in Section 4-III.E.

When the HACC uses a criminal record or sex offender registration information obtained under 24 CFR 5, Subpart J, as the basis of a denial, a copy of the record must precede the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information before the PHA can move to deny the application. In addition, a copy of the record must be provided to the subject of the record [24 CFR 5.903(f) and 5.905(d)].

### **HACC Policy**

If, based on a criminal record or sex offender registration information an applicant family appears to be ineligible, the HACC will notify the family in writing of the proposed denial and provide a copy of the record to the applicant and to the subject of the record. The family will be given 15 calendar days to dispute the accuracy and relevance of the information. If the family does not contact the HACC to dispute the information within that 15 day period, the HACC will proceed with issuing the notice of denial of admission. A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal hearing process.

Notice requirements related to denying admission to noncitizens are contained in Section 3-II.B.

Notice policies related to denying admission to applicants who may be victims of domestic violence, dating violence, sexual assault, or stalking are contained in Section 3-III.F.

## EXHIBIT 3-1: DETAILED DEFINITIONS RELATED TO DISABILITIES

### Person with Disabilities [24 CFR 5.403]

The term *person with disabilities* means a person who has any of the following types of conditions.

- Has a disability, as defined in 42 U.S.C. Section 423(d)(1)(A), which reads:

Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months

In the case of an individual who has attained the age of 55 and is blind (within the meaning of 'blindness' as defined in section 416(i)(1) of this title), inability by reason of such blindness to engage in substantial gainful activity, requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.

- Has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act of 2000 [42 U.S.C.15002(8)], which defines developmental disability in functional terms as follows:

(A) IN GENERAL -- The term *developmental disability* means a severe, chronic disability of an individual that-

(i) is attributable to a mental or physical impairment or combination of mental and physical impairments;

(ii) is manifested before the individual attains age 22;

(iii) is likely to continue indefinitely;

(iv) results in substantial functional limitations in 3 or more of the following areas of major life activity: (I) self-care, (II) receptive and expressive language, (III) learning, (IV) mobility, (V) self-direction, (VI) capacity for independent living, (VII) economic self-sufficiency; and

(v) reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

(B) INFANTS AND YOUNG CHILDREN -- An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may be considered to have a developmental disability without meeting 3 or more of the criteria described in clauses (i) through (v) of subparagraph (A) if the individual, without services and supports, has a high probability of meeting those criteria later in life.

- Has a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.

People with the acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS are not excluded from this definition.

A person whose disability is based solely on any drug or alcohol dependence does not qualify as a person with disabilities for the purposes of this program.

For purposes of reasonable accommodation and program accessibility for persons with disabilities, the term person with disabilities refers to an individual with handicaps.

### **Individual with Handicaps [24 CFR 8.3]**

*Individual with handicaps* means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment. 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. As used in this definition, the phrase:

- (1) Physical or mental impairment includes:
  - (a) 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
  - (b) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
- (2) Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
- (3) 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.
- (4) Is regarded as having an impairment means:
  - (a) 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
  - (b) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment
  - (c) Has none of the impairments defined in paragraph (a) of this section but is treated by a recipient as having such an impairment

## Chapter 4

# APPLICATIONS, WAITING LIST AND TENANT SELECTION

### INTRODUCTION

When a family wishes to reside in public housing, the family must submit an application that provides the PHA with the information needed to determine the family's eligibility. HUD requires the PHA to place all eligible families that apply for public housing on a waiting list. When a unit becomes available, the PHA must select families from the waiting list in accordance with HUD requirements and PHA policies as stated in its Admissions and Continued Occupancy Policy (ACOP) and its annual plan.

The PHA is required to adopt a clear approach to accepting applications, placing families on the waiting list, and selecting families from the waiting list, and must follow this approach consistently. The actual order in which families are selected from the waiting list can be affected if a family has certain characteristics designated by HUD or the PHA to receive preferential treatment.

HUD regulations require that the PHA comply with all equal opportunity requirements and it must affirmatively further fair housing goals in the administration of the program [24 CFR 960.103, PH Occ GB p. 13]. Adherence to the selection policies described in this chapter ensures that the PHA will be in compliance with all relevant fair housing requirements, as described in Chapter 2.

This chapter describes HUD and HACC policies for accepting applications, managing the waiting list and selecting families from the waiting list. The HACC's policies for assigning unit size and making unit offers are contained in Chapter 5. Together, Chapters 4 and 5 of the ACOP comprise the PHA's Tenant Selection and Assignment Plan (TSAP).

The policies outlined in this chapter are organized into three sections, as follows:

Part I: The Application Process. This part provides an overview of the application process, and discusses how applicants can obtain and submit applications. It also specifies how the HACC will handle the applications it receives.

Part II: Managing the Waiting List. This part presents the policies that govern how the HACC's waiting list is structured, when it is opened and closed, and how the public is notified of the opportunity to apply for public housing. It also discusses the process the HACC will use to keep the waiting list current.

Part III: Tenant Selection. This part describes the policies that guide the HACC in selecting families from the waiting list as units become available. It also specifies how in-person interviews will be used to ensure that the HACC has the information needed to make a final eligibility determination.



## PART I: THE APPLICATION PROCESS

### 4-I.A. OVERVIEW

This part describes the policies that guide the HACC's efforts to distribute and accept applications, and to make preliminary determinations of applicant family eligibility that affect placement of the family on the waiting list. This part also describes the HACC's obligation to ensure the accessibility of the application process.

### 4-I.B. APPLYING FOR ASSISTANCE

Any family that wishes to reside in public housing must apply for admission to the program [24 CFR 1.4(b)(2)(ii), 24 CFR 960.202(a)(2)(iv), and PH Occ GB, p. 68]. HUD permits the PHA to determine the format and content of its applications, as well as how such applications will be made available to interested families and how applications will be accepted by the PHA. However, the PHA must include Form HUD-92006, Supplement to Application for Federally Assisted Housing, as part of the PHA's application [Notice PIH 2009-36].

#### HACC Policy

Depending upon the length of time between the date of application and the availability of housing, the PHA may use a one- or two-step application process.

A one-step process will be used when it is expected that a family will be selected from the waiting list within 60 days of the date of application. At application, the family must provide all of the information necessary to establish family eligibility and the amount of rent the family will pay.

A two-step process will be used when it is expected that a family will not be selected from the waiting list for at least 60 days from the date of the application. Under the two-step application process, the PHA initially will require families to provide only the information needed to make an initial assessment of the family's eligibility and to determine the family's placement on the waiting list. The family will be required to provide all of the information necessary to establish family eligibility and the amount of rent the family will pay when selected from the waiting list.

Families may obtain application forms from the PHA's office during normal business hours. Families may also request – by telephone or by mail – that an application form be sent to the family via first class mail.

Completed applications must be returned to the PHA by mail, by fax, or submitted in person during normal business hours. Applications must be filled out completely in order to be accepted by the PHA for processing. If an application is incomplete, the PHA will notify the family of the additional information required.

#### **4-I.C. ACCESSIBILITY OF THE APPLICATION PROCESS**

The HACC will take a variety of steps to ensure that the application process is accessible to those people who might have difficulty complying with the standard HACC application process.

##### **Disabled Populations [24 CFR 8; PH Occ GB, p. 68]**

The HACC will provide reasonable accommodation as needed for persons with disabilities to make the application process fully accessible. The facility where applications are accepted will be fully accessible or the HACC will provide an alternate approach that provides equal access to the program. Chapter 2 provides a full discussion of the HACC's policies related to providing reasonable accommodations for people with disabilities.

##### **Limited English Proficiency**

The HACC will take reasonable steps to ensure meaningful access to its programs and activities by persons with limited English proficiency [24 CFR 1]. Chapter 2 provides a full discussion on the HACC policies related to ensuring access to people with limited English proficiency (LEP).

#### **4-I.D. PLACEMENT ON THE WAITING LIST**

The HACC must review each completed application received and make a preliminary assessment of the family's eligibility and appropriate placement on the pre-application Site Based Waiting List and Bedroom size Sub-list. During the pre-application process, the HACC will perform a criminal background check; retrieve credit history, and tenancy history, in order to make a preliminary determination as to eligibility. Each applicant will receive an acknowledgement of receipt of his/her pre-application. Placement on the pre-application waiting list does not indicate that the family is, in fact, eligible for admission.

Applicants for whom the waiting list is open must be placed on the waiting list unless the PHA determines the family to be ineligible. Where the family is determined to be ineligible, the HACC must notify the family in writing [24 CFR 960.208 (A); PH OCC GB, p. 41].

No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list.

Applicants placed on the waiting lists will be updated annually as to their status and approximate date of occupancy, as far as a date can be reasonably determined.

#### **Ineligible for Placement on the Waiting List**

##### HACC Policy

If the HACC determines from the information provided that a family is ineligible, the family will not be placed on the waiting list. Where a family is determined to be ineligible, the HACC will send written notification of the ineligibility determination within 15 calendar days of receipt of the completed application. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal hearing and explain the process for doing so (see Chapter 14).

#### **Eligible for Placement on the Waiting List**

##### HACC Policy

Applicants will be placed on the waiting list according to PHA preference(s) and the date and time their complete application is received by the PHA.

The PHA will assign families on the waiting list according to the bedroom size for which a family qualifies as established in its occupancy standards (see Chapter 5). Families may request to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines (as long as the unit is not overcrowded according the PHA standards and local codes). However, in these cases, the family must agree not to request a transfer for two years after admission, unless they have a change in family size or composition.

Placement on the waiting list does not indicate that the family is, in fact, eligible for admission. When the family is selected from the waiting list, the PHA will verify any preference(s) claimed and determine eligibility and suitability for admission to the program.

## **PART II: MANAGING THE WAITING LIST**

### **4-II.A. OVERVIEW**

The PHA must have policies regarding the type of waiting list it will utilize as well as how the waiting list will be organized and managed. This includes policies on notifying the public on the opening and closing of the waiting list to new applicants, updating family information, purging the list of families that are no longer interested in or eligible for public housing, and conducting outreach to ensure a sufficient number of applicants.

In addition, HUD imposes requirements on how the PHA may structure its waiting list and how families must be treated if they apply for public housing at a PHA that administers more than one assisted housing program.

### **4-II.B. ORGANIZATION OF THE PRE-APPLICATION WAITING LIST**

The PHA's public housing waiting list must be organized in such a manner to allow the PHA to accurately identify and select families in the proper order, according to the admissions policies described in this ACOP.

#### **HACC Policy**

Applications placed on the HACC pre-application waiting lists must contain the following information for each applicant listed:

- Name and social security number of head of household and all members of the family/household (except where mixed families have non-eligible members, those members will be listed without Social Security Numbers)
- Number of family/household members, age and sources for all members, age and relationship to determine required unit size
- Amount and source of income from all family/household members
- Accessibility requirement, if any
- Date and time of application or application number
- Household type (family, elderly, disabled)
- Admission preference, if any
- Race and ethnicity of the head of household
- The specific site(s) selected on HACC selection of property-site based waiting lists

The PHA may adopt one community-wide waiting list or site-based waiting lists. The PHA must obtain approval from HUD through submission of its Annual Plan before it may offer site-based waiting lists. Site-based waiting lists allow families to select the development where they wish to reside and must be consistent with all applicable civil rights and fair housing laws and regulations [24 CFR 903.7(b)(2)].

#### HACC Policy

The HACC maintains property-site based waiting lists for its developments by bedroom size sub-lists, qualified preferences and income targeting and deconcentration policies.

HUD requires that public housing applicants be offered the opportunity to be placed on the waiting list for any tenant-based or project-based voucher or moderate rehabilitation program that the PHA operates if 1) the other programs' waiting lists are open, and 2) the family is qualified for the other programs [24 CFR 982.205(a)(2)(i)].

HUD permits, but does not require, that PHAs maintain a single merged waiting list for their public housing, Section 8, and other subsidized housing programs [24 CFR 982.205(a)(1)].

#### HACC Policy

The HACC will not merge the public housing waiting list with the waiting list for any other program the HACC operates.

#### **4-II.C. OPENING AND CLOSING THE WAITING LIST**

##### **Closing the Waiting List**

The PHA is permitted to close the waiting list, in whole or in part, if it has an adequate pool of families to fully lease units in all of its developments. The PHA may close the waiting list completely, or restrict intake by preference, type of project, or by size and type of dwelling unit. [PH Occ GB, p. 31].

##### **HACC Policy**

The HACC will close a property-site based waiting list when the estimated waiting period for housing applicants on the list reaches twenty-four (24) months for the most current applicants. Where the HACC has particular preferences or other criteria that require a specific category of family, the HACC may elect to continue to accept applications from these applicants while closing the waiting list to others.

##### **Reopening the Waiting List**

If the waiting list has been closed, it may be reopened at any time. The HACC will publish a notice announcing the opening of the waiting list in local newspapers of general circulation, minority media, and other suitable media outlets. Such notice must comply with HUD fair housing requirements. The PHA will specify who may apply, and where and when applications will be received.

##### **HACC Policy**

The HACC will announce the reopening of any of its property-site based waiting lists at least 15 calendar days prior to the date applications will first be accepted. 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 HACC will give public notice by publishing the relevant information in suitable media outlets including, but not limited to:

**Courier Post Newspaper – English and Spanish Versions**

**HACC Official Website – [www.camdenhousing.org](http://www.camdenhousing.org)**

#### **4-II.D. FAMILY OUTREACH [24 CFR 903.2(d); 24 CFR 903.7(a) and (b)]**

The PHA should conduct outreach as necessary to ensure that the PHA has a sufficient number of applicants on the waiting list to fill anticipated vacancies and to assure that the PHA is affirmatively furthering fair housing and complying with the Fair Housing Act.

Because HUD requires the PHA to admit a specified percentage of extremely low income families, the PHA may need to conduct special outreach to ensure that an adequate number of such families apply for public housing.

PHA outreach efforts must comply with fair housing requirements. This includes:

- Analyzing the housing market area and the populations currently being served to identify underserved populations
- Ensuring that outreach efforts are targeted to media outlets that reach eligible populations that are underrepresented in the program
- Avoiding outreach efforts that prefer or exclude people who are members of a protected class

PHA outreach efforts must be designed to inform qualified families about the availability of units under the program. These efforts may include, as needed, any of the following activities:

- Submitting press releases to local newspapers, including minority newspapers
- Developing informational materials and flyers to distribute to other agencies
- Providing application forms to other public and private agencies that serve the low income population
- Developing partnerships with other organizations that serve similar populations, including agencies that provide services for persons with disabilities

#### HACC Policy

The HACC will monitor the characteristics of the population being served and the characteristics of the population as a whole in HACC's jurisdiction. Targeted outreach efforts will be undertaken if a comparison suggests that certain populations are being underserved.

#### **4-IL.E. REPORTING CHANGES IN FAMILY CIRCUMSTANCES**

##### HACC Policy

While the family is on the pre-application waiting list, the family must inform the HACC, within 15 calendar days, of changes in family size or composition, preference status, or contact information, including current residence, mailing address, and phone number. The changes must be submitted in writing.

Changes in an applicant's circumstances while on the pre-application 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.

Applicants should report these changes to the specified properties they have applied for:

- Ablett Village – 307 Ablett Village, Camden, NJ 08105
- Branch Village/Morgan Village – 1800 S. 9<sup>th</sup> Street, Camden, NJ 08104
- Chelton Terrace Phase I & II – 721 Chelton Avenue, Camden, NJ 08105
- J.F. Kennedy Towers/Baldwin's Run Senior – 2021 Watson Street, Camden, NJ 08105
- McGuire Gardens – 114 Boyd Street, Camden, NJ 08105
- Mickle Towers – 200 Mickle Blvd, Camden, NJ 08102
- Roosevelt Manor (All Phases)/Baldwin's Run Phase I & II/Carpenter Hill – Asset Management, 2021 Watson Street, 2<sup>nd</sup> Floor, Camden, NJ 08105
- Westfield Towers – 3199 Westfield Avenue, Camden, NJ 08105



#### **4-IL.F. UPDATING THE WAITING LIST**

HUD requires the PHA to establish policies that describe the circumstances under which applicants will be removed from the waiting list [24 CFR 960.202(a)(2)(iv)].

##### **Purging the Waiting List**

The decision to remove an applicant family that includes a person with disabilities from the waiting list is subject to reasonable accommodation. If the applicant did not respond to the PHA's request for information or updates because of the family member's disability, the PHA must, upon the family's request, reinstate the applicant family to their former position on the waiting list as a reasonable accommodation [24 CFR 8.4(a), 24 CFR 100.204(a), and PH Occ GB, p. 39 and 40]. See Chapter 2 for further information regarding reasonable accommodations.

##### HACC Policy

The HACC waiting lists will be updated as needed to ensure that all applicants and applicant information is current and timely.

To update the waiting list, the HACC will send an update request via first class mail to each family on the waiting list to determine whether the family continues to be interested in, and to qualify for, the program. This update request will be sent to the last address that the HACC on record for the family. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the waiting list.

The family's response must be in writing and may be delivered in person or by mail. Responses should be postmarked or received by the PHA no later than 15 business days from the date of the HACC letter.

If the family fails to respond within 15 business days, the family will be removed from the waiting list without further notice.

If the notice is returned by the post office with no forwarding address, the applicant will be removed from the waiting list without further notice.

If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated. The family will have 15 business days to respond from the date the letter was re-sent. If the family fails to respond within this time frame, the family will be removed from the waiting list without further notice.

When a family is removed from the waiting list during the update process for failure to respond, no informal hearing will be offered. Such failures to act on the part of the applicant prevent the HACC from making an eligibility determination; therefore no informal hearing is required.

If a family is removed from the waiting list for failure to respond, the HACC may reinstate the family if the lack of response was due to HACC error, or to circumstances beyond the family's control.

## **Removal from the Waiting List**

### HACC Policy

The HACC will remove an applicant family from the waiting list upon receipt of a written request or completion of applicable HACC form by the applicant family that their name be removed. In such cases no informal hearing is required.

If the HACC determines that the family is not eligible for admission (see Chapter 3) at any time while the family is on the waiting list the family will be removed from the waiting list.

If a family is removed from the waiting list because the HACC has determined the family is not eligible for admission, a notice will be sent to the family's address of record as well as to any alternate address provided on the initial application. The notice will state the reasons the family was removed from the waiting list and will inform the family how to request an informal hearing regarding the HACC's decision (see Chapter 14) [24 CFR 960.208(a)].

## **PART III: TENANT SELECTION**

### **4-III.A. OVERVIEW**

The PHA must establish tenant selection policies for families being admitted to public housing [24 CFR 960.201(a)]. The PHA must not require any specific income or racial quotas for any developments [24 CFR 903.2(d)]. The PHA must not assign persons to a particular section of a community or to a development or building based on race, color, religion, sex, disability, familial status or national origin for purposes of segregating populations [24 CFR 1.4(b)(1)(iii) and 24 CFR 903.2(d)(1)].

The order in which families will be selected from the waiting list depends on the selection method chosen by the PHA and is impacted in part by any selection preferences that the family qualifies for. The availability of units also may affect the order in which families are selected from the waiting list.

The PHA must maintain a clear record of all information required to verify that the family is selected from the waiting list according to the PHA's selection policies [24 CFR 960.206(e)(2)]. The PHA's policies must be posted any place where the PHA receives applications. The PHA must provide a copy of its tenant selection policies upon request to any applicant or tenant. The PHA may charge the family for providing a copy of its tenant selection policies [24 CFR 960.202(c)(2)].

#### HACC Policy

When an applicant or resident family requests a copy of the HACC's tenant selection policies the HACC will provide copies to them for a charge of \$.50 per page.

#### **4-III.B. SELECTION METHOD**

PHA's must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that the PHA will use.

##### **Local Preferences [24 CFR 960.206]**

PHAs are permitted to establish local preferences and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits the PHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with the PHA plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources [24 CFR 960.206(a)].

##### **HACC Policy**

The HACC will use the following local preference:

In order to serve all levels of potential eligible applicants and maintain the financial viability of HACC properties, the HACC will establish a preference for "working" families, where the head, spouse, cohead, or sole member is employed at least 20 hours per week and have established a pattern of continuous employment over a two year period. Continuous employment over a two year period means working at least 20 months out of 24 months. As required by HUD, families where the head and spouse, or sole member is a person age 62 or older, or is a person with disabilities, will also be given the benefit of the working preference [24 CFR 960.206(b)(2)].

The HACC will offer preference to families that include victims of domestic violence, dating violence, sexual assault, or stalking who has either been referred by a partnering service agency or consortia or who is seeking an emergency transfer under VAWA from the HACC's housing choice voucher program or other covered housing program operated by the HACC.

The HACC will work with the following partnering service agencies:

##### **Housing Choice Voucher (HVC)**

The applicant must certify that the abuser will not reside with the applicant unless the HACC gives prior written approval.

Local preferences will be aggregated using a system in which each preference will receive an allocation of points. The more preference points an applicant has, the higher the applicant's place on the waiting list.

The preference for victims of domestic violence, dating violence, sexual assault, or stalking seeking an emergency transfer will be equal to two points.

The preference for working families will be equal to one point.

Applicants qualifying for both preferences will thus be assigned a total of three points. Among applicants who qualify for two preferences, date and time of application will be used to determine placement on the waiting list.

### **Income Targeting Requirement [24 CFR 960.202(b)]**

HUD requires that extremely low-income (ELI) families make up at least 40% of the families admitted to public housing during the PHA's fiscal year. ELI families are those with annual incomes at or below 30% of the area median income. To ensure this requirement is met, the PHA may skip non-ELI families on the waiting list in order to select an ELI family.

If a PHA also operates a housing choice voucher (HCV) program, admissions of extremely low-income families to the PHA's HCV program during a PHA fiscal year that exceed the 75% minimum target requirement for the voucher program, shall be credited against the PHA's basic targeting requirement in the public housing program for the same fiscal year. However, under these circumstances the fiscal year credit to the public housing program must not exceed the lower of: (1) ten percent of public housing waiting list admissions during the PHA fiscal year; (2) ten percent of waiting list admissions to the PHA's housing choice voucher program during the PHA fiscal year; or (3) the number of qualifying low-income families who commence occupancy during the fiscal year of PHA public housing units located in census tracts with a poverty rate of 30 percent or more. For this purpose, qualifying low-income family means a low-income family other than an extremely low-income family.

#### HACC Policy

The HACC will monitor progress in meeting the ELI requirement throughout the fiscal year. The HACC will project by property site average turnover and use that projection to identify ELI families targeting for each site. ELI families will be selected ahead of other eligible families on an as-needed basis to ensure that the income targeting requirement is met.

### **Mixed Population Developments [24 CFR 960.407]**

A mixed population development is a public housing development or portion of a development that was reserved for elderly families and disabled families at its inception (and has retained that character) or the PHA at some point after its inception obtained HUD approval to give preference in tenant selection for all units in the development (or portion of a development) to elderly and disabled families [24 CFR 960.102]. Elderly family means a family whose head, spouse, co-head, or sole member is a person who is at least 62 years of age. Disabled family means a family whose head, spouse, co-head, or sole member is a person with disabilities [24 CFR 5.403]. The PHA must give elderly and disabled families equal preference in selecting these families for admission to mixed population developments. The PHA may not establish a limit on the number of elderly or disabled families that may occupy a mixed population development. In selecting elderly and disabled families to fill these units, the PHA must first offer the units that have accessibility features for families that include a person with a disability and require the accessibility features of such units. The PHA may not discriminate against elderly or disabled families that include children (Fair Housing Amendments Act of 1988).

#### HACC Policy

In mixed population property developments, Elderly and Disabled families will have an equal preference to working families and priority over other families.

### **Units Designated for Elderly or Disabled Families [24 CFR 945]**

The PHA may designate projects or portions of a public housing project specifically for elderly or disabled families. The PHA must have a HUD-approved allocation plan before the designation

may take place.

Among the designated developments, the PHA must also apply any preferences that it has established. If there are not enough elderly families to occupy the units in a designated elderly development, the PHA may allow near-elderly families to occupy the units [24 CFR 945.303(c)(1)]. Near-elderly family means a family whose head, spouse, or cohead is at least 50 years old, but is less than 62 [24 CFR 5.403].

If there are an insufficient number of elderly families and near-elderly families for the units in a development designated for elderly families, the PHA must make available to all other families any unit that is ready for re-rental and has been vacant for more than 60 consecutive days [24 CFR 945.303(c)(2)].

The decision of any disabled family or elderly family not to occupy or accept occupancy in designated housing shall not have an adverse effect on their admission or continued occupancy in public housing or their position on or placement on the waiting list. However, this protection does not apply to any family who refuses to occupy or accept occupancy in designated housing because of the race, color, religion, sex, disability, familial status, or national origin of the occupants of the designated housing or the surrounding area [24 CFR 945.303(d)(1) and (2)].

This protection does apply to an elderly family or disabled family that declines to accept occupancy, respectively, in a designated project for elderly families or for disabled families, and requests occupancy in a general occupancy project or in a mixed population project [24 CFR 945.303(d)(3)].

### HACC Policy

The HACC does have designated elderly housing  
**Deconcentration of Poverty and Income-Mixing [24 CFR 903.1 and 903.2]**

The PHA's admission policy must be designed to provide for deconcentration of poverty and income-mixing by bringing higher income tenants (31% to 80% of Area Median Income for the jurisdiction) into lower income projects and lower income tenants into higher income projects. A statement of the PHA's deconcentration policies must be included in its annual plan [24 CFR 903.7(b)].

The PHA's deconcentration policy must comply with its obligation to meet the income targeting requirement [24 CFR 903.2(c)(5)].

Developments subject to the deconcentration requirement are referred to as 'covered developments' and include general occupancy (family) public housing developments. The following developments are not subject to deconcentration and income mixing requirements: developments operated by a PHA with fewer than 100 public housing units; mixed population or developments designated specifically for elderly or disabled families; developments operated by a PHA with only one general occupancy development; developments approved for demolition or for conversion to tenant-based public housing; and developments approved for a mixed-finance plan using HOPE VI or public housing funds [24 CFR 903.2(b)].

### HACC Policy

The HACC will monitor the average median income in each of its Section 9 properties. The HACC will assure that the Targeting Requirement is met each year based on average projected unit turnover in each of its properties.

In addition, the HACC is obligated to assure that all eligible applicants have access to their programs. With HUD's requirement for Asset Management, Property Based Budgeting, Accounting, Management and the current structure of the subsidy allocations provided by HUD under the Operating Fund system, the HACC will assure that tenant selection also fulfills the

income needs of the properties through Deconcentration efforts.

When the annual Targeting Requirement is met at each property site, the HACC will apply Deconcentration Requirements in selecting applicants from the wait list, based on the next level of income tiers.

#### ***Steps for Implementation [24 CFR 903.2(c)(1)]***

To implement the statutory requirement to deconcentrate poverty and provide for income mixing in covered developments, the PHA must comply with the following steps:

Step 1. The PHA must determine the average income of all families residing in all the PHA's covered developments. The PHA may use the median income, instead of average income, provided that the PHA includes a written explanation in its annual plan justifying the use of median income.

#### **HACC Policy**

The HACC will determine the average income of all families in all covered developments on an annual basis.

Step 2. The PHA must determine the average income (or median income, if median income was used in Step 1) of all families residing in each covered development. In determining average income for each development, the PHA has the option of adjusting its income analysis for unit size in accordance with procedures prescribed by HUD.

#### **HACC Policy**

The HACC will determine the average income of all families residing in each development (not adjusting for unit size) on an annual basis.

Step 3. The PHA must then determine whether each of its covered developments falls above, within, or below the established income range (EIR), which is from 85% to 115% of the average family income determined in Step 1. However, the upper limit must never be less than the income at which a family would be defined as an extremely low income family (30% of median income).

#### **HACC Policy**

The HACC will make the determination of current income above, within or below the established income range determined in Step 1.

Step 4. The PHA with covered developments having average incomes outside the EIR must then determine whether or not these developments are consistent with its local goals and annual plan.

#### **HACC Policy**

The HACC will make the determination concerning income ranges as they relate to the HACC goals and annual plan.

Step 5. Where the income profile for a covered development is not explained or justified in the annual plan submission, the PHA must include in its admission policy its specific policy to provide for deconcentration of poverty and income mixing.

#### **HACC Policy**

The HACC will comply with HUD requirements in Step 5 and has included the HACC admission policy

Depending on local circumstances the PHA's deconcentration policy may include, but is not limited to the following:

- Providing incentives to encourage families to accept units in developments where their income level is needed, including rent incentives, affirmative marketing plans, or added amenities
- Targeting investment and capital improvements toward developments with an average income below the EIR to encourage families with incomes above the EIR to accept units in those developments

- Establishing a preference for admission of working families in developments below the EIR
- Skipping a family on the waiting list to reach another family in an effort to further the goals of deconcentration
- Providing other strategies permitted by statute and determined by the PHA in consultation with the residents and the community through the annual plan process to be responsive to local needs and PHA strategic objectives

A family has the sole discretion whether to accept an offer of a unit made under the PHA's deconcentration policy. The PHA must not take any adverse action toward any eligible family for choosing not to accept an offer of a unit under the PHA's deconcentration policy [24CFR 903.2(c)(4)]

If, at annual review, the average incomes at all general occupancy developments are within the EIR, the PHA will be considered to be in compliance with the deconcentration requirement and no further action is required.

#### HACC Policy

For developments outside the EIR, the PHA will take the following actions to provide for deconcentration of poverty and income mixing:

The HACC will institute both requirements for Targeting and Deconcentration. Once the Targeting requirement is met for a specific site, the HACC may skip the waiting list to identify applicants in the Very Low Income range (31 to 50% AMI) and/or Lower Income range (51 to 80% AMI). Preferences will be maintained within the selection.

If and when the HACC has developments outside the ELI, the HACC will take steps to assure that deconcentration of poverty and income mixing meets HUD requirements.

#### **Order of Selection [24 CFR 960.206(e)]**

The PHA system of preferences may select families either according to the date and time of application or by a random selection process.

#### HACC Policy

Families will be selected from the waiting list based on preference. Among applicants with the same preference, families will be selected on a first-come, first-served basis according to the date and time their complete application is received by the HACC.

When selecting applicants from the waiting list, the HACC will match the characteristics of the available unit (unit size, accessibility features, unit type) to the applicants on the waiting lists. The HACC will offer the unit to the highest ranking applicant who qualifies for that unit size or type, or that requires the accessibility features.

By matching unit and family characteristics, it is possible that families who are lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application or higher preference status.

Factors such as deconcentration or income mixing and income targeting will also be considered in accordance with HUD requirements and PHA policy.

#### HACC Policy

All preferences will have a weight of one (1) point.



1. Working Families as previously defined with Elderly/Disabled not working being considered within this jurisdiction.
2. In mixed populations properties, Elderly/Disabled have preference over non-elderly and non-disabled.
3. Income Targeting and Deconcentration will be considered in selecting from the Wait List for each property development.
4. Veteran Status
5. Resident of the Jurisdiction
6. Displaced by Government action – Federal, State, Local, and Natural Disaster
7. Homeless
8. Victims of Domestic Violence
9. Kennedy and Westfield Towers: Applicants who qualify for Assisted Living will have preference at these two properties.

#### **4-III.C. NOTIFICATION OF SELECTION**

When the family has been selected from the waiting list, the PHA must notify the family.

##### HACC Policy

The HACC will notify the family by first class mail when selected from the waiting list.

The notice will inform the family of the following:

- Date, time, and location of the scheduled application interview, including any procedures for rescheduling the interview

- All household members over the age of 18 are required to attend the interview.

- Documents that must be provided at the interview to document the legal identity of household members, including information about what constitutes acceptable documentation

- Documents that must be provided at the interview to document eligibility for a preference, if applicable

- Other documents and information that should be brought to the interview

If a notification letter is returned to the HACC with no forwarding address, the family will be removed from the waiting list without further notice. Such failure to act on the part of the applicant prevents the HACC from making an eligibility determination; therefore no informal hearing will be offered.

#### 4-III.D. THE APPLICATION INTERVIEW

HUD recommends that the PHA obtain the information and documentation needed to make an eligibility determination through a private interview. Being invited to attend an interview does not constitute admission to the program.

Assistance cannot be provided to the family until all SSN documentation requirements are met. However, if the PHA determines that an applicant family is otherwise eligible to participate in the program, the family may retain its place on the waiting list for a period of time determined by the PHA [Notice PIH 2012-10].

Reasonable accommodation must be made for persons with disabilities who are unable to attend an interview due to their disability [24 CFR 8.4(a) and 24 CFR 100.204(a)].

##### HACC Policy

Families selected from the waiting list are required to participate in a certification application eligibility interview.

The head of household and the spouse/co-head and all adults in the household over 18 years of age are required to attend the interview together. Verification of information pertaining to adult members of the household is required and must have signed release forms. The head of household must notify the HACC if the required household members are unable to attend a scheduled interview 24 hours prior to the appointment and reschedule.

The interview will be conducted only if the head of household or spouse/co-head and other household members provide appropriate documentation of legal identity (Chapter 7 provides a discussion of proper documentation of legal identity). If the family representative does not provide the required documentation, the appointment may be rescheduled when the proper documents have been obtained.

Pending disclosure and documentation of social severity numbers, the PHA will allow the family to retain its place on the waiting list for **[insert amount of time reasonable for PHA]**. If not all household members have disclosed their SSNs at the next time a unit becomes available, the PHA will offer a unit to the next eligible applicant family on the waiting list.

If the family is claiming a waiting list preference, the family must provide documentation to verify their eligibility for a preference (see Chapter 7). If the family is verified as eligible for the preference, the HACC will proceed with the interview. If the HACC determines the family is not eligible for the preference, the interview will not proceed and the family will be placed back on the waiting list according to the date and time of their application.

The family must provide the information necessary to establish the family's eligibility, including suitability, and to determine the appropriate amount of rent the family will pay. The family must also complete required forms, provide required signatures, and submit required documentation. If any materials are missing, the HACC will provide the family with a written list of items that must be submitted.

Any required documents or information that the family is unable to provide at the interview must be provided within 15 calendar days of the interview (Chapter 7 provides details about longer submission deadlines for particular items, including documentation

of Social Security numbers and eligible noncitizen status). If the family is unable to obtain the information or materials within the required time frame, the family may request an extension. If the required documents and information are not provided within the required time frame (plus any extensions), the family will be sent a notice of denial (see Chapter 3).

An advocate, interpreter, or other assistant may assist the family with the application and the interview process.

Interviews will be conducted in English. For limited English proficient (LEP) applicants, the HACC will provide translation services in accordance with the HACC's LEP plan.

If the family is unable to attend a scheduled interview, the family must contact the HACC 24 hours in advance of the interview to schedule a new appointment. In the case of an emergency, they must call and inform the HACC of the situation and reschedule the appointment. The HACC will consider the nature of the emergency and make a decision on a case by case basis. The family will be informed in the appointment notice that if they cannot make the scheduled time to contact appropriate staff at the HACC. In all circumstances, if a family does not attend a scheduled interview, the HACC will send another notification letter with a new interview appointment time. Applicants who fail to attend two scheduled interviews without HACC approval will have their applications removed from the waiting list. The HACC will notify the applicant that their application has been removed based on the family's failure to supply information needed to determine eligibility. The first appointment letter will state that failure to appear for the appointment without a request to reschedule will be interpreted to mean that the family is no longer interested and their application will be removed from the waiting list. Such failure to act on the part of the applicant prevents the HACC from making an eligibility determination; therefore HACC will not offer an informal hearing.

#### **4-III.E. FINAL ELIGIBILITY DETERMINATION [24 CFR 960.208]**

The PHA must verify all information provided by the family (see Chapter 7). Based on verified information related to the eligibility requirements, including PHA suitability standards, the PHA must make a final determination of eligibility (see Chapter 3).

When a determination is made that a family is eligible and satisfies all requirements for admission, including tenant selection criteria, the applicant must be notified of the approximate date of occupancy insofar as that date can be reasonably determined [24 CFR 960.208(b)].

##### HACC Policy

The HACC will notify a family in writing of their eligibility within 15 calendar days of the determination and will provide the approximate date of occupancy insofar as that date can be reasonably determined.

The HACC will expedite the administrative process for determining eligibility to the extent possible for applicants who are admitted to the public housing program as a result of an emergency transfer from another PHA program.

The PHA must promptly notify any family determined to be ineligible for admission on the basis for such determination, and must provide the applicant upon request, within a reasonable time after the determination is made, with an opportunity for an informal hearing on such determination [24 CFR 960.208(a)].

##### HACC Policy

If the HACC determines that the family is ineligible, the HACC will send written notification of the ineligibility determination within 15 calendar days of the determination. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal hearing (see Chapter 14).

When the PHA uses a criminal record or sex offender registration information obtained under 24 CFR 5, Subpart J, as the basis of a denial, a copy of the record must precede the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information before the HACC can move to deny the application. See Section 3-III.G for the PHA's policy regarding such circumstances.

The PHA must provide the family a notice of VAWA rights (form HUD-5380) as well as the HUD VAWA self-certification form (form HUD-50066) in accordance with the Violence against Women Act of 2013, and as outlined in 16-VII.C, at the time the applicant is provided assistance or at the time the applicant is denied assistance. This notice must be provided in both of the following instances: (1) when a family actually begins receiving assistance lease execution; or (2) when a family is notified of its ineligibility.

## Chapter 5

# OCCUPANCY STANDARDS AND UNIT OFFERS

### INTRODUCTION

The PHA must establish policies governing occupancy of dwelling units and offering dwelling units to qualified families.

This chapter contains policies for assigning unit size and making unit offers. The PHA's waiting list and selection policies are contained in Chapter 4. Together, Chapters 4 and 5 of the ACOP comprise the PHA's Tenant Selection and Assignment Plan (TSAP).

Policies in this chapter are organized in two parts.

Part I: Occupancy Standards. This part contains the PHA's standards for determining the appropriate unit size for families of different sizes and types.

Part II: Unit Offers. This part contains the PHA's policies for making unit offers, and describes actions to be taken when unit offers are refused.

### PART I: OCCUPANCY STANDARDS

#### 5-I.A. OVERVIEW

Occupancy standards are established by the PHA to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or underutilization. Part I of this chapter explains the occupancy standards. These standards describe the methodology and factors the PHA will use to determine the size unit for which a family qualifies, and includes the identification of the minimum and maximum number of household members for each unit size. This part also identifies circumstances under which an exception to the occupancy standards may be approved.

## 5-I.B. DETERMINING UNIT SIZE

In selecting a family to occupy a particular unit, the PHA may match characteristics of the family with the type of unit available, for example, number of bedrooms [24 CFR 960.206(c)].

HUD does not specify the number of persons who may live in public housing units of various sizes. PHAs are permitted to develop appropriate occupancy standards as long as the standards do not have the effect of discriminating against families with children [PH Occ. GB, p. 62].

Although the PHA does determine the size of unit the family qualifies for under the occupancy standards. The PHA does have specific occupancy policies, as to sex, age, and relationship of household members in determining number of bedrooms the household will qualify. PHA's occupancy standards for determining unit size must be applied in a manner consistent with fair housing requirements.

### HACC Policy

The HACC will develop Occupancy Standards for each of its properties as appropriate to infrastructure capacity, square foot area, marketing considerations, etc.

HACC occupancy standards are as follows:

HACC will assign one bedroom for each two persons within the household, except in the following circumstances:

Persons of different generations will not be required to share a bedroom except:

A single pregnant woman with no other household members and single parents with one child and no other household members will be assigned a one-bedroom unit. Assuming no other changes in family composition, after the child reaches the age of [number of] years, the family will be eligible for a transfer to a 2-bedroom unit.

Otherwise, an unborn child will not be counted as a person in determining unit size.

Live-in aides will be allocated a separate bedroom and someone identified as a "live-in-aide" will not be permitted to share that bedroom with anyone else. Since they are not considered a member of the family/household, the allocation of the bedroom is for their use only. No additional bedrooms will be provided for a "live-in-aide's" family

Single person families will be allocated a zero or one bedroom.

Children related to a household member by birth, adoption, or court awarded custody will be considered when determining unit size.

Foster children will be considered when determining unit size. The family may add foster children to the household as long as it does not overcrowd the unit based on the PHA's occupancy standards.

Foster children over the age of five of opposite sex will not share a bedroom. Foster children over the age of five will not share a bedroom with family minors of opposite sex

Children away at school, but for whom the unit is considered the primary residence, and children temporarily placed outside the home, will be considered when determining unit size.

Children in the process of being adopted will be considered when determining unit size.

Children who will live in the unit less than 50 percent of the time will not be considered when determining unit size.

Generation differences of five years or more will not share a bedroom  
Step children of opposite sex over the age of 5 will not share a bedroom  
And/or HACC may have a separate Occupancy Unit Size Chart by Property.

The following represents HUD Guidance standards in determining the appropriate unit bedroom size for a family:

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	6	10
6	8	12



## **5-I.C. EXCEPTIONS TO OCCUPANCY STANDARDS**

### **Types of Exceptions**

#### HACC Policy

HACC will consider granting exceptions to the occupancy standards at the family's request if HACC determines the exception is justified by the relationship, age, sex, health or disability of family members, or other personal circumstances.

For example, an exception may be granted if a larger bedroom size is needed for medical equipment due to its size and/or function, or as a reasonable accommodation for a person with disabilities. When evaluating exception requests HACC will consider the size and configuration of the unit. In no case will HACC grant an exception that is in violation of local housing or occupancy codes, regulations or laws.

To prevent vacancies, HACC may provide an applicant family with a larger unit than the occupancy standards permit.

### **Processing of Exceptions**

#### HACC Policy

All requests for exceptions to the occupancy standards must be submitted in writing.

In the case of a request for exception as a reasonable accommodation, HACC will require the resident to make the request in writing using a reasonable accommodation request form.

Requests for a larger size unit must explain the need or justification for the larger size unit, and must include appropriate documentation and verification required by HACC. Requests based on health-related reasons must be verified by a knowledgeable professional source, unless the disability and the disability-related request for accommodation is readily apparent or otherwise known.

HACC will notify the family of its decision within 15 calendar days of receiving the family's request.

## **PART II: UNIT OFFERS**

24 CFR 1.4(b)(2)(ii); 24 CFR 960.208

### **5-II.A. OVERVIEW**

The PHA must assign eligible applicants to dwelling units in accordance with a plan that is consistent with civil rights and nondiscrimination.

In filling an actual or expected vacancy, the PHA must offer the dwelling unit to an applicant in the appropriate sequence. The PHA will offer the unit until it is accepted. This section describes the PHA policies with regard to the number of unit offers that will be made to applicants selected from the waiting list. This section also describes the PHA policies for offering units with accessibility features.

#### HACC Policy

The HACC will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

### **5-II.B. NUMBER OF OFFERS**

#### HACC Policy

The HACC has adopted a Property Based Wait List System. This provides choice to applicants. Therefore, only one offer of an appropriate unit will be made to qualified applicants on the property based wait list.

## **5-II.C. TIME LIMIT FOR UNIT OFFER ACCEPTANCE OR REFUSAL**

### HACC Policy

Applicants must accept or refuse a unit offer within two (2) business days of the date of the unit offer.

The applicant may accept the unit offer verbally in person or via telephone. If the applicant refuses the unit offer they must do so in writing via letter.

## **5-II.D. REFUSALS OF UNIT OFFERS**

### **Good Cause for Unit Refusal**

An elderly or disabled family may decline an offer for designated housing. Such a refusal must not adversely affect the family's position on or placement on the public housing waiting list [24 CFR 945.303(d)].

### HACC Policy

Applicants may refuse to accept a unit offer for Hardship. Hardship includes situations in which an applicant is willing to move but is unable to do so at the time of the unit offer for emergency reasons, such as, hospitalization, scheduled medical services, death in the family or other reasons, at the discretion of the HACC that are outside the control of the applicant. Examples of hardship for refusal of a unit offer include, but are not limited to, the following:

A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal household member

Other hardship reasons, at the discretion of HACC

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. The unit has lead-based paint and the family includes children under the age of six

In the case of a unit refusal for hardship the applicant will not be removed from the waiting list as described later in this section. The applicant will remain at the top of the waiting list until the family notifies HACC that the Hardship situation no longer exists or has been resolved.

HACC will require documentation of hardship for unit refusals.

## **Unit Refusal Without Hardship**

### HACC Policy

When an applicant rejects a unit offer without hardship, the HACC will remove the applicant's name from the waiting list and send notice to the family of such removal. The notice will inform the family of their right to request an informal hearing and the process for doing so (see Chapter 14).

The applicant may reapply for assistance if the waiting list is open. If the waiting list is not open, the applicant must wait to reapply until HACC opens the waiting list.

## **5-II.E. ACCESSIBLE UNITS [24 CFR 8.27]**

PHA must adopt suitable means to assure that information regarding the availability of accessible units reaches eligible individuals with disabilities, and take reasonable nondiscriminatory steps to maximize the utilization of such units by eligible individuals whose disability requires the accessibility features of a particular unit.

### HACC Policy

When an accessible unit becomes vacant, before offering such units to a non-disabled applicant HACC must offer such units:

- First, to a current resident of another unit of the same development, or other public housing development under HACC control, who has a disability that requires the special features of the vacant unit and is occupying a unit not having such features, or if no such occupant exists, then
- Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

When offering an accessible unit to an applicant not having a disability requiring the accessibility features of the unit, HACC may require the applicant to agree (and may incorporate this agreement in the lease) to move to a non-accessible unit when available.

### HACC Policy

Families requiring an accessible unit may be over-housed in such a unit if there are no resident or applicant families of the appropriate size who also require the accessible features of the unit.

When there are no resident or applicant families requiring the accessible features of the unit, including families who would be over-housed, HACC will offer the unit to a non-disabled applicant.

When offering an accessible unit to a non-disabled applicant, the PHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the non-disabled family. This requirement will be a provision of the lease agreement.

## **5-II.F. DESIGNATED HOUSING**

When applicable, the PHA policies for offering units designated for elderly families only or for disabled families only are described in the PHA Designated Housing Plan.

## Chapter 6

### INCOME AND RENT DETERMINATIONS

[24 CFR Part 5, Subparts E and F; 24 CFR 960, Subpart C]

#### INTRODUCTION

A family's income determines eligibility for assistance and is also used to calculate the family's rent payment. The PHA will use the policies and methods described in this chapter to ensure that only eligible families receive assistance and that no family pays more or less than its obligation under the regulations. This chapter describes HUD regulations and PHA policies related to these topics in three parts as follows:

Part I: Annual Income. HUD regulations specify the sources of income to include and exclude to arrive at a family's annual income. These requirements and PHA policies for calculating annual income are found in Part I.

Part II: Adjusted Income. Once annual income has been established HUD regulations require the PHA to subtract from annual income any of five mandatory deductions for which a family qualifies. These requirements and PHA policies for calculating adjusted income are found in Part II.

Part III: Calculating Rent. This part describes the statutory formula for calculating total tenant payment (TTP), the use of utility allowances, and the methodology for determining family rent payments. Also included here are flat rents and the family's choice in rents.

## PART I: ANNUAL INCOME

### 6-I.A. OVERVIEW

The general regulatory definition of *annual income* shown below is from 24 CFR 5.609.

#### 5.609 Annual income.

(a) Annual income means all amounts, monetary or not, which:

(1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or

(2) Are anticipated or historically determined as the pattern of income, or are to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

(3) Which are not specifically excluded in paragraph [5.609(c)].

(4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

In addition to this general definition, HUD regulations establish policies for treating specific types of income and assets. The full texts of those portions of the regulations are provided in exhibits at the end of this chapter as follows:

- Annual Income Inclusions (Exhibit 6-1)
- Annual Income Exclusions (Exhibit 6-2)
- Treatment of Family Assets (Exhibit 6-3)
- Earned Income Disallowance (Exhibit 6-4)
- The Effect of Welfare Benefit Reduction (Exhibit 6-5)

Sections 6-I.B and 6-I.C discuss general requirements and methods for calculating annual income. The rest of this section describes how each source of income is treated for the purposes of determining annual income. HUD regulations present income inclusions and exclusions separately [24 CFR 5.609(b) and 24 CFR 5.609(c)]. In this ACOP, however, the discussions of income inclusions and exclusions are integrated by topic (e.g., all policies affecting earned income are discussed together in section 6-I.D). Verification requirements for annual income are discussed in Chapter 7.

## 6-I.B. 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 Other adult family members	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 students 18 years of age or older (not head, spouse, or co-head)	Employment income above \$480/year is excluded [24 CFR 5.609(c)(1)]. All other sources of income, except those specifically excluded by the regulations, are included.

### Temporarily Absent Family Members

The income of family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit [HCV GB, p. 5-18].

#### HACC Policy

Generally an individual who is or is expected to be absent from the assisted unit 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 unit for more than 180 consecutive days need to document to HACC the reasons for the absence and at HACC discretion, either remain or be removed from the lease.

Exceptions to this general policy are discussed below.

#### *Absent Students*

#### HACC Policy

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 verified information becomes available to HACC indicating that the student has established a separate household or the family declares that the student has established a separate household.



### ***Absences Due to Placement in Foster Care***

Children temporarily absent from the home as a result of placement in foster care are not considered members of the family [24 CFR 5.403].

#### **HACC Policy**

If a child has been placed in foster care, HACC will verify with the appropriate agency and not consider the child —temporarily absent. HACC will consider with verification from the appropriate agency the status of the child and if the appropriate agency verifies that the child placed in foster care will be returned to the family once the family obtains appropriate housing the child will be returned to the family, HACC at their discretion will consider the information in terms of determining appropriate unit size.

### ***Absent Head, Spouse, or Co-head***

#### **HACC Policy**

An employed head, spouse, or co-head absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member.

### ***Individuals Confined for Medical Reasons***

#### **HACC Policy**

An individual confined to 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, HACC will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

### ***Joint Custody of Children***

#### **HACC Policy**

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or resident family 50 percent or more of the time.

When more than one applicant or assisted family (regardless of program) are claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, HACC will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes.

## **Caretakers for a Child**

### HACC Policy

If a minor child (under the age of 18) remains in an assisted unit and neither a parent nor a designated legal guardian is in the household, on the lease and on the HUD 50058 HACC will contact the appropriate child protective service on behalf of the minor.

If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor and subject to HACC policy concerning visitors.

HACC will not permit an addition to the lease of a family or household member in anticipation of the Head, Spouse, Co-Tenant or sole member leaving the unit permanently for any reason, this includes —caretakersl or —Live-in-aidesl.

## 6-I.C. ANTICIPATING ANNUAL INCOME

The PHA is required to count all income 24 CFR 5.609 (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; and (2) are based on, at the time of admission, interim, reexamination or recertification; (i) Actual income being received (projected forward for a 12 month period; or (ii) Past actual income received or earned within the last 12 months of the determination date, as HUD may prescribe in applicable administrative instructions when: (A) the family reports little or no income; and (B) The processing entity is unable to determine annual income due to fluctuations in income (e.g., seasonal or cyclical income): (3) Which are not specifically excluded in paragraph (e) of this section. (4) Annual income also means amounts derived (during the 12 month period) from assets to which any member of the family has access. (b) Historical amounts. If the processing entity is unable to determine annual income using current information because the family reports little to no income or because income fluctuates, the processing entity may average past actual income received or earned within the last 12 months before the determination date to calculate annual income. The processing entity may also request the family to provide documentation of current income. If the family can provide acceptable documentation dated either within the 60 day period preceding the determination date or the 60-day period following the request date, the processing entity may use this documentation to determine annual income. Policies related to anticipating annual income are provided below.

Federal Register Final Rule dated Tuesday, January 27, 2009 with Implementation date January 31, 2010.

### Basis of Annual Income Projection

The PHA generally will use current circumstances to determine anticipated income for the coming 12-month period. HUD authorizes the PHA to use other than current circumstances to anticipate income including using historical patterns of income and when:

- An imminent change in circumstances is expected [HCV GB, p. 5-17]
- It is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income) [24 CFR 5.609(d)]
- The PHA believes that past income is the best available indicator of expected future income [24 CFR 5.609(d)]

#### HACC Policy

When HACC cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), HACC will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income.

Anytime current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases the family may present information and documentation to HACC to show why the historic pattern does not represent the family's anticipated or historical pattern of income in the last 12 months.

### ***Known Changes in Income***

If HACC verifies an upcoming increase or decrease in income, annual income will be calculated by applying each income amount to the appropriate part of the 12-month period.

**Example:** An employer reports that a full-time employee who has been receiving \$6/hour will begin to receive \$6.25/hour in the eighth week after the effective date of the reexamination. In such a case the PHA would calculate annual income as follows:  
 $(\$6/\text{hour} \times 40 \text{ hours} \times 7 \text{ weeks}) + (\$6.25 \times 40 \text{ hours} \times 45 \text{ weeks}).$

The family may present information that demonstrates that implementing a change before its effective date would create a verifiable hardship for the family. In such cases the PHA will calculate annual income using current circumstances and then require an interim reexamination when the change actually occurs. This requirement will be imposed even if the PHA policy on reexaminations does not require interim reexaminations for other types of changes.

### **Up-Front Income Verification (UIV) and Income Projection [HUD 2008 & 2009 EIV Webcasts and Federal Register Tuesday, January 27, 2009 Final Rule 5.233 Mandated use of HUD's Enterprise Income Verification (EIV) System]**

As of September, 2009 HUD requires the use of HUD's Enterprise Income Verification (EIV) System and highly recommends that a PHA up-front income verification (UIV) techniques. UIV is —the verification of income, of applicant certification and 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 [VG, p. 7]. One such source is HUD's Enterprise Income Verification (EIV) system, which maintains data on three types of income: wages, unemployment benefits, and social security (SS) and supplemental security income (SSI) benefits.

HUD allows the PHA to use UIV data as third-party verification of an income source when a resident does not dispute the source. UIV data, however, is generally several months old. Therefore, except in the case of SS and SSI benefits, which are not subject to frequent or dramatic changes, HUD expects the PHA to base its income projection on documentation of current circumstances provided by the resident (such as consecutive pay stubs dated within the last 60 days) or by the income source (if the PHA determines that additional verification is necessary).

## **6-I.D. EARNED INCOME**

### **Types of Earned Income Included in Annual Income**

#### ***Wages and Related Compensation [24 CFR 5.609(b)(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 is included in annual income.

#### **HACC Policy**

For persons who regularly receive bonuses or commissions, HACC will verify and then average amounts received for the two years preceding admission or reexamination. If only a one-year history is available, HACC will use the prior year amounts. In either case the family may provide, and the HACC will consider, a credible justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, HACC will count only the amount estimated by the employer. The file will be documented appropriately.

#### ***Some Types of Military Pay***

All regular pay, special pay and allowances of a member of the Armed Forces are counted [24 CFR 5.609(b)(8)] except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(c)(7)].

### **Types of Earned Income Not Counted in Annual Income**

#### ***Temporary, Nonrecurring, or Sporadic Income [24 CFR 5.609(c)(9)]***

This type of income (including gifts) is not included in annual income.

#### **HACC Policy**

Sporadic income is income that is not received periodically and cannot be reliably predicted. For example, birthday, holidays, graduation, anniversary monetary or non-monetary gifts. The income of an individual who works occasionally as a handyman would not be considered sporadic even if future work could not be anticipated. Historical patterns can be used.

#### ***Children's Earnings [24 CFR 5.609(c)(1)]***

Employment income earned by children (including foster children) under the age of 18 years is not included in annual income. (See Eligibility chapter for a definition of *foster children*.)

#### ***Certain Earned Income of Full-Time Students***

Earnings in excess of \$480 for each full-time student 18 years old or older (except for the head, spouse, or co-head) are not counted [24 CFR 5.609(c)(11)]. To be considered —full-time, a student must be considered —full-time by an educational institution with a degree or certificate program [HCV GB, p. 5-29].

#### ***Income of a Live-in Aide***

Income earned by a live-in aide, as defined in [24 CFR 5.403], is not included in annual income [24 CFR 5.609(c)(5)]. (See Eligibility chapter for a full discussion of live-in aides.)

***Income Earned under Certain Federal Programs [24 CFR 5.609(c)(17)]***

Income from some federal programs is specifically excluded from consideration as income, including:

- Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
- Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b))
- Awards under the federal work-study program (20 U.S.C. 1087 uu)
- Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
- Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
- Allowances, earnings, and payments to participants in programs funded under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

***Resident Service Stipend [24 CFR 5.600(c)(8)(iv)]***

Amounts received under a resident service stipend are not included in annual income. A resident service stipend is a modest amount (not to exceed \$200 per individual per month) received by a resident for performing a service for the PHA, 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, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time.

### ***State and Local Employment Training Program***

Incremental earnings and benefits to any family member resulting 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 are excluded from annual income. 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 training program [24 CFR 5.609(c)(8)(v)].

#### **HACC Policy**

HACC defines *training program* as—a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period of time. It is designed to lead to a higher level of proficiency, and it enhances the individual's ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to: (1) classroom training in a specific occupational skill, (2) on-the-job training with wages subsidized by the program, or (3) basic education [expired Notice PIH 98-2, p. 3].

HACC defines *incremental earnings and benefits* as the difference between (1) the total amount of welfare assistance and earnings of a family member prior to enrollment in a training program and (2) the total amount of welfare assistance and earnings of the family member after enrollment in the program [expired Notice PIH 98-2, pp. 3–4].

In calculating the incremental difference, HACC will use as the pre-enrollment income the total annualized amount of the family member's welfare assistance and earnings reported on the family's most recently completed HUD-50058.

End of participation in a training program must be reported in accordance with HACC interim reporting requirements (see chapter on reexaminations).

### ***HUD-Funded Training Programs***

Amounts received under training programs funded in whole or in part by HUD [24 CFR 5.609(c)(8)(i)] are excluded from annual income. Eligible sources of funding for the training include operating subsidy, Section 8 administrative fees, and modernization, Community Development Block Grant (CDBG), HOME program, and other grant funds received from HUD.

### **HACC Policy**

To qualify as a training program, the program must meet the definition of *training program* provided above for state and local employment training programs.

***Earned Income Tax Credit.*** Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)), are excluded from annual income [24 CFR 5.609(c)(17)]. Although many families receive the EITC annually when they file taxes, an EITC can also be received throughout the year. The prorated share of the annual EITC is included in the employee's payroll check.

***Earned Income Disallowance.*** The earned income disallowance is discussed in section 6-IE below.



## **6-I.E. EARNED INCOME DISALLOWANCE [24 CFR 960.255; Streamlining Final Rule (SFR) Federal Register 3/8/16]**

The earned income disallowance (EID) encourages people to enter the work force by not including the full value of increases in earned income for a period of time. The full text of 24 CFR 960.255 is included as Exhibit 6-4 at the end of this chapter. Eligibility criteria and limitations on the disallowance are summarized below.

### **Eligibility**

This disallowance applies only to individuals in families already participating in the public housing program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

- Employment of a family member who was previously unemployed for one or more years prior to employment. *Previously unemployed* includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.
- Increased earnings by a family member whose earnings increase during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families [24 CFR 5.603(b)].
- New employment or increased earnings by a family member who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least \$500.

## **Calculation of the Earned Income Disallowance (EID)**

Calculation of the EID for an eligible member of a qualified family begins with a comparison of the member's current income with his or her "baseline income".

The family member's baseline income is his or her income immediately prior to qualifying for the EID. The family member's baseline income remains constant throughout the period that he or she is participating in the EID.

The family member's prior, or prequalifying, income remains constant. While qualification for the disallowance is the same for all families, calculation of the disallowance will differ depending on when the family member qualified for the EID. Residents qualifying prior to May 9, 2016 will have the disallowance calculated under the "Original Calculation Method" described below, which requires a maximum lifetime disallowance period of up to 48 consecutive months. Residents qualifying on or after May 9, 2016 will be subject to the "Revised Calculation Method," which shortens the lifetime disallowance period to 24 consecutive months.

Under both the original and new methods, the EID eligibility criteria, the benefit amount, the single lifetime eligibility requirement and the ability of the applicable family member to stop and restart employment during the eligibility period are the same.

### HACC Policy

HACC defines *prior income*, or *prequalifying income*, as the family member's last certified income prior to qualifying for the EID.

The family member's prior, or prequalifying, income remains constant throughout the period that he or she is receiving the EID. It is referred to as the Base Line Income.

## **Original Calculation Method**

### ***Initial 12-Month Exclusion***

During the initial 12-month exclusion period, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded. The 12 months are cumulative and need not be consecutive.

### HACC Policy

The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

### ***Second 12-Month Exclusion and Phase-In***

During the second 12-month exclusion period, the exclusion is reduced to half (50 percent) of any increase in income attributable to employment or increased earnings. The 12 months are cumulative and need not be consecutive.

### ***Lifetime Limitation***

The EID has a four-year (48-month) lifetime maximum. The four-year eligibility period begins at the same time that the initial exclusion period begins and ends 48 months later. The one-time eligibility for the EID applies even if the eligible individual begins to receive assistance from another housing agency, if the individual moves between public housing and Section 8 assistance, or if there are breaks in assistance.

#### **HACC Policy**

During the 48-month eligibility period, HACC will conduct an interim reexamination each time there is a change in the family member's annual income that affects or is affected by the EID (e.g., when the family member's income falls to a level at or below his/her prequalifying income, when one of the exclusion periods ends, and at the end of the lifetime maximum eligibility period).

### **Revised Calculation Method**

#### ***Initial 12-Month Exclusion***

During the initial exclusion period of 12 consecutive months, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded.

#### **PHA Policy**

The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

#### ***Second 12-Month Exclusion***

During the second exclusion period of 12 consecutive months, the PHA must exclude at least 50 percent of any increase in income attributable to employment or increased earnings.

#### **PHA Policy**

During the second 12-month exclusion period, the PHA will exclude 100 percent of any increase in income attributable to new employment or increased earnings.

### ***Lifetime Limitation***

The EID has a two-year (24-month) lifetime maximum. The two-year eligibility period begins at the same time that the initial exclusion period begins and ends 24 months later. During the 24-month period, an individual remains eligible for EID even if they receive assistance from a different housing agency, move between public housing and Section 8 assistance, or have breaks in assistance.

**Individual Savings Accounts [24 CFR 960.255(d)]**

HACC Policy

HACC chooses not to establish a system of individual savings accounts (ISA) for families who qualify for the EID.

## **6-I.F. BUSINESS INCOME [24 CFR 5.609(b)(2)]**

Annual income includes —the net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family<sup>1</sup> [24 CFR 5.609(b)(2)].

### **Business Expenses**

Net income is —gross income less business expenses<sup>1</sup> [HCV GB, p. 5-19].

#### HACC Policy

To determine business expenses that may be deducted from gross income, HACC will use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses [see IRS Publication 535], unless a topic is addressed by HUD regulations or guidance as described below.

### **Business Expansion**

HUD regulations do not permit the PHA to deduct from gross income expenses for business expansion.

#### HACC Policy

*Business expansion* is defined as any capital expenditures made to add new business activities, to expand current facilities, or to operate the business in additional locations. For example, purchase of a street sweeper by a construction business for the purpose of adding street cleaning to the services offered by the business would be considered a business expansion. Similarly, the purchase of a property by a hair care business to open at a second location would be considered a business expansion.

### **Capital Indebtedness**

HUD regulations do not permit the PHA to deduct from gross income the amortization of capital indebtedness.

#### HACC Policy

*Capital indebtedness* is defined as the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means HACC will allow as a business expense interest, but not principal, paid on capital indebtedness.

### **Negative Business Income**

If the net income from a business is negative, no business income will be included in annual income; a negative amount will not be used to offset other family income.

### **Withdrawal of Cash or Assets from a Business**

HUD regulations require the PHA to include in annual income the withdrawal of cash or assets from the operation of a business or profession unless the withdrawal reimburses a family member for cash or assets invested in the business by the family.

#### HACC Policy

Acceptable investments in a business include cash loans and contributions of assets or equipment. For example, if a member of a tenant family provided an up-front loan of \$2,000 to help a business get started, HACC will not count as income any withdrawals from the business up to the amount of this loan until the loan has been repaid. Investments do not include the value of labor contributed to the business without compensation.

### **Co-owned Businesses**

#### HACC Policy

If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family's share of the income is lower than its share of ownership, the family must document the reasons for the difference.

## 6-I.G. ASSETS [24 CFR 5.609(b)(3) and 24 CFR 5.603(b)]

### Overview

There is no asset limitation for participation in the public housing program. However, HUD requires that the PHA include in annual income the —interest, dividends, and other net income of any kind from real or personal property [24 CFR 5.609(b)(3)]. This section discusses how the income from various types of assets is determined. For most types of assets, the PHA must determine the value of the asset in order to compute income from the asset. Therefore, for each asset type, this section discusses:

- How the value of the asset will be determined
- How income from the asset will be calculated

Exhibit 6-1 provides the regulatory requirements for calculating income from assets [24 CFR 5.609(b)(3)], and Exhibit 6-3 provides the regulatory definition of *net family assets*. This section begins with a discussion of general policies related to assets and then provides HUD rules and PHA policies related to each type of asset.

Optional policies for family self-certification of assets are found in Chapter 7

### General Policies

#### *Income from Assets*

The PHA generally will use current circumstances to determine both the value of an asset and the anticipated income from the asset. As is true for all sources of income, HUD authorizes the PHA to use other than current circumstances to anticipate income when (1) an imminent change in circumstances is expected (2) it is not feasible to anticipate a level of income over 12 months or (3) the PHA believes that past income is the best indicator of anticipated income. For example, if a family member owns real property that typically receives rental income but the property is currently vacant, the PHA can take into consideration past rental income along with the prospects of obtaining a new tenant.

#### HACC Policy

Any time current circumstances are not used to determine asset income, a clear rationale for the decision will be documented in the file. In such cases the family may present information and documentation to HACC to show why the asset income determination does not represent the family's anticipated asset income.

### ***Valuing Assets***

The calculation of asset income sometimes requires the PHA to make a distinction between an asset's market value and its cash value.

- The market value of an asset is its worth (e.g., the amount a buyer would pay for real estate or the balance in an investment account).
- The cash value of an asset is its market value less all reasonable amounts that would be incurred when converting the asset to cash.

### **HACC Policy**

Reasonable costs that would be incurred when disposing of an asset include, but are not limited to, penalties for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions [PH Occ GB, p. 121].

### ***Lump-Sum Receipts***

Payments that are received in a single lump sum, such as inheritances, capital gains, lottery winnings, insurance settlements, and proceeds from the sale of property, are generally considered assets, not income. However, such lump-sum receipts are counted as assets only if they are retained by a family in a form recognizable as an asset (e.g., deposited in a savings or checking account) [RHIIP FAQs]. (For a discussion of lump-sum payments that represent the delayed start of a periodic payment, most of which are counted as income, see sections 6-I.H and 6-I.I.)

### ***Imputing Income from Assets [24 CFR 5.609(b)(3)]***

When net family assets are \$5,000 or less, the PHA will include in annual income the actual income anticipated to be derived from the assets. When the family has net family assets in excess of \$5,000, the PHA will include in annual income the greater of (1) the actual income derived from the assets or (2) the imputed income. Imputed income from assets is calculated by multiplying the total cash value of all family assets by the current HUD-established passbook savings rate.

### ***Determining Actual Anticipated Income from Assets***

It may or may not be necessary for the PHA to use the value of an asset to compute the actual anticipated income from the asset. When the value is required to compute the anticipated income from an asset, the market value of the asset is used. For example, if the asset is a property for which a family receives rental income, the anticipated income is determined by annualizing the actual monthly rental amount received for the property; it is not based on the property's market value. However, if the asset is a savings account, the anticipated income is determined by multiplying the market value of the account by the interest rate on the account.

### ***Withdrawal of Cash or Liquidation of Investments***

Any withdrawal of cash or assets from an investment will be included in income except to the extent that the withdrawal reimburses amounts invested by the family. For example, when a family member retires, the amount received by the family from a retirement plan is not counted as income until the family has received payments equal to the amount the family member deposited into the retirement fund.



### *Jointly Owned Assets*

The regulation at 24 CFR 5.609(a)(4) specifies that annual income includes —amounts derived (during the 12-month period) from assets to which any member of the family has access.†

#### HACC Policy

If an asset is owned by more than one person and any family member has unrestricted access to the asset, HACC will count the full value of the asset. A family member has unrestricted access to an asset when he or she can legally dispose of the asset without the consent of any of the other owners.

If an asset is owned by more than one person, including a family member, but the family member does not have unrestricted access to the asset, HACC will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, HACC will prorate the asset evenly among all owners.

### *Assets Disposed Of for Less than Fair Market Value [24 CFR 5.603(b)]*

HUD regulations require the PHA to count as a current asset any business or family asset that was disposed of for less than fair market value during the two years prior to the effective date of the examination/reexamination, except as noted below.

#### *Minimum Threshold*

The PHA may set a threshold below which assets disposed of for less than fair market value will not be counted [HCV GB, p. 5-27].

#### HACC Policy

HACC will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than \$1,000.

When the two-year period expires, the income assigned to the disposed asset(s) also expires. If the two-year period ends between annual recertifications, the family may request an interim recertification to eliminate consideration of the asset(s).

Assets placed by the family in non-revocable trusts are considered assets disposed of for less than fair market value except when the assets placed in trust were received through settlements or judgments.

#### *Separation or Divorce*

The regulation also specifies that assets are not considered disposed of for less than fair market value if they are disposed of as part of a separation or divorce settlement and the applicant or tenant receives important consideration not measurable in dollar terms.

#### HACC Policy

All assets disposed of as part of a separation or divorce settlement will be considered assets for which important consideration not measurable in monetary terms has been received. In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation, or court order.

*Foreclosure or Bankruptcy*

Assets are not considered disposed of for less than fair market value when the disposition is the result of a foreclosure or bankruptcy sale.

*Family Declaration*

HACC Policy

Families must sign a declaration form at initial certification and each annual recertification identifying all assets that have been disposed of for less than fair market value or declaring that no assets have been disposed of for less than fair market value. HACC may verify the value of the assets disposed of if other information available to HACC does not appear to agree with the information reported by the family.

## Types of Assets

### *Checking and Savings Accounts*

For regular checking accounts and savings accounts, *cash value* has the same meaning as *market value*. If a checking account does not bear interest, the anticipated income from the account is zero.

#### HACC Policy

In determining the value of a checking account, HACC will use the average monthly balance for the last six months. OR, in considering money held in a non-interest bearing checking account, HACC will permit the average monthly balance to be equal the family/household monthly income without considering the cash as an asset. OR, in considering money held in a non-interest bearing checking account, HACC will permit the average balance of \$1,000 without considering this cash an asset. If the checking account average monthly balance is above \$1,000, that cash will be considered a cash asset.

In determining the value of a savings account, HACC will use the current balance.

In determining the anticipated income from an interest-bearing checking or savings account, HACC will multiply the value of the account by the current rate of interest paid on the account.

### *Investment Accounts Such as Stocks, Bonds, Saving Certificates, and Money Market Funds*

Interest or dividends earned by investment accounts are counted as actual income from assets even when the earnings are reinvested. The cash value of such an asset is determined by deducting from the market value any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash.

#### HACC Policy

In determining the market value of an investment account, HACC will use the value of the account on the most recent investment report.

How anticipated income from an investment account will be calculated depends on whether the rate of return is known. For assets that are held in an investment account with a known rate of return (e.g., savings certificates), asset income will be calculated based on that known rate (market value multiplied by rate of earnings). When the anticipated rate of return is not known (e.g., stocks), HACC will calculate asset income based on the earnings for the most recent reporting period.

### ***Equity in Real Property or Other Capital Investments***

Equity (cash value) in a property or other capital asset is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset [PH, p. 121].

Equity in real property and other capital investments is considered in the calculation of asset income except for the following types of assets:

- Equity accounts in HUD homeownership programs [24 CFR 5.603(b)]
- Equity in real property when a family member's main occupation is real estate [HCV GB, p. 5-25]. This real estate is considered a business asset, and income related to this asset will be calculated as described in section 6-I.F.
- Interests in Indian Trust lands [24 CFR 5.603(b)]
- Real property and capital assets that are part of an active business or farming operation [HCV GB, p. 5-25]

A family may have real property as an asset in two ways: (1) owning the property itself and (2) holding a mortgage or deed of trust on the property. In the case of a property owned by a family member, the anticipated asset income generally will be in the form of rent or other payment for the use of the property. If the property generates no income, actual anticipated income from the asset will be zero.

In the case of a mortgage or deed of trust held by a family member, the outstanding balance (unpaid principal) is the cash value of the asset. The interest portion only of payments made to the family in accordance with the terms of the mortgage or deed of trust is counted as anticipated asset income.

#### **HACC Policy**

In the case of capital investments owned jointly with others not living in a family's unit, a prorated share of the property's cash value will be counted as an asset unless HACC determines that the family receives no income from the property and is unable to sell or otherwise convert the asset to cash.

## ***Trusts***

A *trust* is a legal arrangement generally regulated by state law in which one party (the creator or grantor) transfers property to a second party (the trustee) who holds the property for the benefit of one or more third parties (the beneficiaries).

### ***Revocable Trusts***

If any member of a family has the right to withdraw the funds in a trust, the value of the trust is considered an asset [HCV GB, p. 5-25]. Any income earned as a result of investment of trust funds is counted as actual asset income, whether the income is paid to the family or deposited in the trust.

### ***Non-revocable Trusts***

In cases where a trust is not revocable by, or under the control of, any member of a family, the value of the trust fund is not considered an asset. However, any income distributed to the family from such a trust is counted as a periodic payment or a lump-sum receipt, as appropriate [24 CFR 5.603(b)]. (Periodic payments are covered in section 6-I.H. Lump-sum receipts are discussed earlier in this section.)

## ***Retirement Accounts***

### ***Company Retirement/Pension Accounts***

In order to correctly include or exclude as an asset any amount held in a company retirement or pension account by an employed person, HACC must know whether the money is accessible before retirement [HCV GB, p. 5-26].

While a family member is employed, only the amount the family member can withdraw without retiring or terminating employment is counted as an asset [HCV GB, p. 5-26].

After a family member retires or terminates employment, any amount distributed to the family member is counted as a periodic payment or a lump-sum receipt, as appropriate [HCV GB, p. 5-26], except to the extent that it represents funds invested in the account by the family member. (For more on periodic payments, see section 6-I.H.) The balance in the account is counted as an asset only if it remains accessible to the family member.

### ***IRA, Keogh, and Similar Retirement Savings Accounts***

IRA, Keogh, and similar retirement savings accounts are counted as assets even though early withdrawal would result in a penalty [HCV GB, p. 5-25].

### ***Personal Property***

Personal property held as an investment, such as gems, jewelry, coin collections, antique cars, etc., is considered an asset [HCV GB, p. 5-25].

#### **HACC Policy**

In determining the value of personal property held as an investment, HACC will use the family's estimate of the value. HACC may obtain an appraisal if there is reason to believe that the family's estimated value is off by \$200 or more. The family must cooperate with the appraiser but cannot be charged any costs related to the appraisal.

Generally, personal property held as an investment generates no income until it is disposed of. If regular income is generated (e.g., income from renting the personal property), the amount that is expected to be earned in the coming year is counted as actual income from the asset.

Necessary items of personal property are not considered assets [24 CFR 5.603(b)].

#### **HACC Policy**

Necessary personal property consists of only those items not held as an investment. It may include clothing, furniture, household furnishings, jewelry, and vehicles, including those specially equipped for persons with disabilities.

### ***Life Insurance***

The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy, is included in the calculation of the value of the family's assets [HCV GB 5-25]. The cash value is the surrender value. If such a policy earns dividends or interest that the family could elect to receive, the anticipated amount of dividends or interest is counted as income from the asset whether or not the family actually receives it.

## 6-I.H. PERIODIC PAYMENTS

Periodic payments are forms of income received on a regular basis. HUD regulations specify periodic payments that are and are not included in annual income.

### Periodic Payments Included in Annual Income

- Periodic payments from sources such as social security, unemployment and welfare assistance, annuities, insurance policies, retirement funds, and pensions. However, periodic payments from retirement accounts, annuities, and similar forms of investments are counted only after they exceed the amount contributed by the family [24 CFR 5.609(b)(4) and (b)(3)].
- Disability or death benefits and lottery receipts paid periodically, rather than in a single lump sum [24 CFR 5.609(b)(4) and HCV, p. 5-14]

### Lump-Sum Payments for the Delayed Start of a Periodic Payment

Most lump sums received as a result of delays in processing periodic payments, such as unemployment or welfare assistance, are counted as income. However, lump-sum receipts for the delayed start of periodic social security or supplemental security income (SSI) payments are not counted as income [CFR 5.609(b)(4)].

#### HACC Policy

When a delayed-start payment is received and reported during the period in which HACC is processing an annual reexamination, HACC will adjust the tenant rent retroactively for the period the payment was intended to cover. The family may pay in full any amount due or request to enter into a repayment agreement with HACC.

See the chapter on reexaminations for information about a family's obligation to report lump-sum receipts between annual reexaminations.

### Periodic Payments Excluded from Annual Income

- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone) [24 CFR 5.609(c)(2)]

#### HACC Policy

HACC will exclude payments for the care of foster children and foster adults only if the care is provided through an official arrangement with a local welfare agency [HCV GB, p. 5-18].

- 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 [24 CFR 5.609(c)(16)]
- Amounts received under the Low-Income Home Energy Assistance Program (42 U.S.C. 1626(c)) [24 CFR 5.609(c)(17)]
- Amounts received under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q) [24 CFR 5.609(c)(17)]
- Earned Income Tax Credit (EITC) refund payments (26 U.S.C. 32(j)) [24 CFR 5.609(c)(17)].  
*Note:* EITC may be paid periodically if the family elects to receive the amount due as part of payroll payments from an employer.
- Lump sums received as a result of delays in processing Social Security and SSI payments (see section 6-I.J.) [24 CFR 5.609(b)(4)].



### **6-I.I. PAYMENTS IN LIEU OF EARNINGS**

Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay, are counted as income [24 CFR 5.609(b)(5)] if they are received either in the form of periodic payments or in the form of a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment. If they are received in a one-time lump sum (as a settlement, for instance), they are treated as lump-sum receipts [24 CFR 5.609(c)(3)]. (See also the discussion of periodic payments in section 6-I.H and the discussion of lump-sum receipts in section 6-I.G.)

## **6-I.J. WELFARE ASSISTANCE**

### **Overview**

Welfare assistance is counted in annual income. Welfare assistance includes Temporary Assistance for Needy Families (TANF) and any payments to individuals or families based on need that are made under programs funded separately or jointly by federal, state, or local governments [24 CFR 5.603(b)].

### **HACC Policy**

#### **Sanctions Resulting in the Reduction of Welfare Benefits [24 CFR 5.615]**

HACC must make a special calculation of annual income when the welfare agency imposes certain sanctions on certain families. The full text of the regulation at 24 CFR 5.615 is provided as Exhibit 6-5. The requirements are summarized below. This rule applies only if a family was a public housing resident at the time the sanction was imposed.

#### ***Covered Families***

The families covered by 24 CFR 5.615 are those —who receive welfare assistance or other public assistance benefits (‘welfare benefits’) from a State or other public agency (‘welfare agency’) under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance [24 CFR 5.615(b)]

#### ***Imputed Income***

When a welfare agency imposes a sanction that reduces a family’s welfare income because the family commits fraud or fails to comply with the agency’s economic self-sufficiency program or work activities requirement, HACC must include in annual income —imputed welfare income. HACC must request that the welfare agency inform HACC when the benefits of a public housing resident are reduced. The imputed income is the amount the family would have received if the family had not been sanctioned.

This requirement does not apply to reductions in welfare benefits: (1) at the expiration of the lifetime or other time limit on the payment of welfare benefits, (2) if a family member is unable to find employment even though the family member has complied with the welfare agency economic self-sufficiency or work activities requirements, or (3) because a family member has not complied with other welfare agency requirements [24 CFR 5.615(b)(2)].

For special procedures related to grievance hearings based upon HACC denial of a family’s request to lower rent when the family experiences a welfare benefit reduction, see Chapter 14, Grievances and Appeals.

#### ***Offsets***

The amount of the imputed income is offset by the amount of additional income the family begins to receive after the sanction is imposed. When the additional income equals or exceeds the imputed welfare income, the imputed income is reduced to zero [24 CFR 5.615(c)(4)].

## **6-I.K. PERIODIC AND DETERMINABLE ALLOWANCES [24 CFR 5.609(b)(7)]**

Annual income includes periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing with a tenant family.

### **Alimony and Child Support**

The PHA must count alimony or child support amounts awarded as part of a divorce or separation agreement.

#### HACC Policy

HACC will count court-awarded amounts for alimony and child support consideration will be given, by HACC, if we can verify that (1) the payments are not being made for six (6) months and (2) the family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments [HCV GB, pp. 5-23 and 5-47].

Families who do not have court-awarded alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection.

### **Regular Contributions or Gifts**

The PHA must count as income regular monetary and nonmonetary contributions or gifts from persons not residing with a tenant family [24 CFR 5.609(b)(7)]. Sporadic income as previously defined is not counted [24 CFR 5.609(c)(9)].

#### HACC Policy

Examples of regular contributions included but not limited to: (1) regular payment of a family's bills (e.g., utilities, telephone, rent, credit cards, car payments, cell phones, and cable), (2) cash or other liquid assets provided to any family member on a regular basis, and (3) —in-kind contributions such as groceries and clothing provided to a family on a regular basis.

Nonmonetary contributions will be valued at the cost of purchasing the items, as determined by HACC. For contributions that may vary from month to month (e.g., utility payments), HACC will include an average amount based upon past history.

## 6-I.L. ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME

Other exclusions contained in 24 CFR 5.609(c) that have not been discussed earlier in this chapter include the following:

- Reimbursement of medical expenses [24 CFR 5.609(c)(4)]
- The full amount of student financial assistance paid directly to the student or to the educational institution [24 CFR 5.609(c)(6)].

### HACC Policy

Regular financial support from parents or guardians to students for food, clothing, personal items, and entertainment is **not** considered student financial assistance and is included in annual income.

- Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program [24 CFR 5.609(c)(8)(iii)]
- 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) [(24 CFR 5.609(c)(8)(ii))]
- 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 [24 CFR 5.609(c)(10)]
- Adoption assistance payments in excess of \$480 per adopted child [24 CFR
- Refunds or rebates on property taxes paid on the dwelling unit [24 CFR 5.609(c)(15)]
- 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 [24 CFR 5.609(c)(16)]
- Amounts specifically excluded by any other federal statute [24 CFR 5.609(c)(17)]. HUD publishes an updated list of these exclusions periodically. It includes:

- (a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b))
- (b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
- (c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c))
- (d) Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e)
- (e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f))

- (f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)) (Effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931).)
- (g) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04)
- (h) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408)
- (i) Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under the federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu)
- (j) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
- (k) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in In Re Agent-product liability litigation, M.D.L. No. 381 (E.D.N.Y.)
- (l) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721)
- (m) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q)
- (n) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j))
- (o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433)
- (p) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
- (q) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805)
- (r) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602)

- (s) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

## PART II: ADJUSTED INCOME

### 6-II.A. INTRODUCTION

#### Overview

HUD regulations require PHAs to deduct from annual income any of five mandatory deductions for which a family qualifies. The resulting amount is the family's adjusted income. Mandatory deductions are found in 24 CFR 5.611.

5.611(a) Mandatory deductions. In determining adjusted income, the responsible entity (PHA) must deduct the following amounts from annual income:

- (1) \$480 for each dependent;
- (2) \$400 for any elderly family or disabled family;
- (3) The sum of the following, to the extent the sum exceeds three percent of annual income:
  - (i) Unreimbursed medical expenses of any elderly family or disabled family;
  - (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and
- (4) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.

This part covers policies related to these mandatory deductions. Verification requirements related to these deductions are found in Chapter 7, Verifications.

#### Anticipating Expenses

##### HACC Policy

Generally, HACC will use current circumstances to anticipate expenses. When possible, for costs that are expected to fluctuate during the year (e.g., child care during school and non-school periods and cyclical medical expenses), HACC will estimate costs based on historic data and known future costs.

If a family has an accumulated debt for medical or disability assistance expenses, HACC will include as an eligible expense the portion of the debt that the family expects to pay during the period for which the income determination is being made. However, amounts previously deducted will not be allowed even if the amounts were not paid as expected in a preceding period. HACC may require the family to provide documentation of payments made in the preceding year.

### **6-II.B. DEPENDENT DEDUCTION**

A deduction of \$480 is taken for each dependent [24 CFR 5.611(a)(1)]. *Dependent* is defined as any family member other than the head, spouse, or co-head who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student. Foster children, foster adults, and live-in aides are never considered dependents [24 CFR 5.603(b)].

### **6-II.C. ELDERLY OR DISABLED FAMILY DEDUCTION**

A single deduction of \$400 is taken for any elderly or disabled family [24 CFR 5.611(a)(2)]. An *elderly family* is a family whose head, spouse, co-head, or sole member is 62 years of age or older, and a *disabled family* is a family whose head, spouse, co-head, or sole member is a person with disabilities [24 CFR 5.403].



## 6-II.D. MEDICAL EXPENSES DEDUCTION [24 CFR 5.611(a)(3)(i)]

Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent of annual income.

The medical expense deduction is permitted only for families in which the head, spouse, or co-head is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted [VG, p. 28].

### Definition of *Medical Expenses*

HUD regulations define *medical expenses* at 24 CFR 5.603(b) to mean —medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

### HACC Policy

HACC has consulted IRS Publication 502, *Medical and Dental Expenses*, and has identified the following to be used to determine the costs that qualify as medical expenses.

Summary of Allowable Medical Expenses	
Services of medical professionals	Substance abuse treatment programs
Surgery and medical procedures that are necessary, legal, non-cosmetic	Psychiatric treatment
Services of medical facilities	Ambulance services and some costs of transportation related to medical expenses
Hospitalization, long-term care, and in-home nursing services	The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth)
Prescription medicines and insulin, but not nonprescription medicines even if recommended by a doctor	Medical cost for care of necessary service animals
	Medical insurance premiums or the cost of a health maintenance organization (HMO)
<b>Note:</b> This chart provides a summary of eligible medical expenses only. Medical expenses are considered only to the extent they are not reimbursed by insurance or some other source.	

## **Families That Qualify for Both Medical and Disability Assistance Expenses**

### HACC Policy

This policy applies only to families in which the head, spouse, or co-head is 62 or older or is a person with disabilities. When both the medical and disability assistance expenses can be in play, the HACC will first calculate the disability expense, less the 3% deductible of Household Annual Income, to determine if there is a Disability Expense allowable. Then the medical expenses will apply. When both are in play only one 3% deductible is applied.

Non-Elderly and Non-Disabled Households may qualify for the Disability Expense. Someone in the family must be working and someone must be disabled.

For Disability Expense, a family member must be working and a family member must be disabled. The disabled family member does not need to be head, spouse, or co-head.

## **6-II.E. DISABILITY ASSISTANCE EXPENSES DEDUCTION [24 CFR 5.603(b) and 24 CFR 5.611(a)(3)(ii)]**

Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they: (1) are necessary to enable a family member 18 years or older to work, (2) are not paid to a family member or reimbursed by an outside source, (3) in combination with any medical expenses, exceed three percent of annual income, and (4) do not exceed the earned income received by the family member who is enabled to work.

### **Earned Income Limit on the Disability Assistance Expense Deduction**

A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work [24 CFR 5.603(b)].

The disability expense deduction is capped by the amount of —earned income received by family members who are 18 years of age or older and who are able to work because of the expense [24 CFR 5.611(a)(3)(ii)]. The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

### HACC Policy

The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family's request, HACC will consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work.

When HACC determines that the disability assistance expenses enable more than one family member to work, the disability assistance expenses will be capped by the sum of the family members' incomes [PH Occ GB, p. 124].

## **Eligible Disability Expenses**

Examples of auxiliary apparatus are provided in the *PH Occupancy Guidebook* as follows:  
—Auxiliary apparatus: Including wheelchairs, walkers, scooters, reading devices for persons with visual disabilities, equipment added to cars and vans to permit their use by the family member with a disability, or service animals [PH Occ GB, p. 124], but only if these items are directly related to permitting the disabled person or other family member to work

HUD advises PHA to further define and describe auxiliary apparatus [VG, p. 30].

## ***Eligible Auxiliary Apparatus***

### HACC Policy

Expenses incurred for maintaining or repairing an auxiliary apparatus is eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, will be included.

## ***Eligible Attendant Care***

The family determines the type of attendant care that is appropriate for the person with disabilities.

### HACC Policy

Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.

Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

If the care attendant also provides other services to the family, HACC will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work. For example, if the care provider also cares for a child who is not the person with disabilities, the cost of care must be prorated. Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

### ***Payments to Family Members***

No disability expenses may be deducted for payments to a member of a tenant family [23 CFR 5.603(b)]. However, expenses paid to a relative who is not a member of the tenant family may be deducted if they are NOT reimbursed by an outside source.

### **Necessary and Reasonable Expenses**

The family determines the type of care or auxiliary apparatus to be provided and must describe how the expenses enable a family member to work. The family must certify that the disability assistance expenses are necessary and are not paid or reimbursed by any other source.

#### **HACC Policy**

HACC determines the reasonableness of the expenses based on typical costs of care or apparatus in the locality. To establish typical costs, HACC will collect information from organizations that provide services and support to persons with disabilities. A family may present, and HACC will consider, the family's justification for costs that exceed typical costs in the area.

## 6-II.F. CHILD CARE EXPENSE DEDUCTION

HUD defines *child care expenses* at 24 CFR 5.603(b) as —amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Child care expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family's household [VG, p. 26]. However, child care expenses for foster children that are living in the assisted family's household, are included when determining the family's child care expenses.

### Qualifying for the Deduction

#### *Determining Who Is Enabled to Pursue an Eligible Activity*

##### HACC Policy

The family must identify the family member(s) enabled to pursue an eligible activity. The term *eligible activity* in this section means any of the activities that may make the family eligible for a child care deduction (seeking work, pursuing an education, or being gainfully employed).

In evaluating the family's request, HACC will consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

#### *Seeking Work/Employment*

##### HACC Policy

If the child care expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member's efforts to obtain employment. The deduction may be reduced or denied if the family member's job search efforts and out of pocket child care costs are not verifiable to HACC satisfaction. HACC has discretion and final decision whether to grant the family this expense deduction.

### ***Furthering Education***

#### **HACC Policy**

If the child care expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed.

### ***Being Gainfully Employed***

#### **HACC Policy**

If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family members' employment during the time that child care is being provided. Gainful employment is any work activity full or part time for which a family member is compensated

### ***Eligible Child Care Expenses***

The type of care to be provided is determined by the tenant family. The PHA may not refuse to give a family the child care expense deduction because there is an adult family member in the household that may be available to provide child care [VG, p. 26].

### ***Allowable Child Care Activities***

#### **HACC Policy**

For school-age children, costs attributable to public or private school activities during standard school hours are not considered. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of child care.

The costs of general housekeeping and personal services are not eligible. Likewise, child care expenses paid to a family member who lives in the family's unit are not eligible; however, payments for child care to relatives who do not live in the unit are eligible.

If a child care provider also renders other services to a family or child care is used to enable a family member to conduct activities that are not eligible for consideration, HACC will prorate the costs and allow only that portion of the expenses that is attributable to child care for eligible activities. For example, if the care provider also cares for a child who is 14 or older, the cost of care will be prorated. Unless otherwise specified by the child care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

### ***Necessary and Reasonable Costs***

Child care expenses will be considered necessary if: (1) a family adequately explains how the care enables a family member to work, actively seek employment, or further his or her education, and (2) the family certifies, and the child care provider verifies, that the expenses are not paid or reimbursed by any other source.

### HACC Policy

Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time. For child care that enables a family member to go to school, the time allowed may include not more than one study hour for each hour spent in class.

To establish the reasonableness of child care costs, HACC will use the schedule of child care costs from the local welfare agency and/or conduct an informal survey of child care providers from time to time. HACC will differentiate hourly or daily rates from certified, insured child care providers and typical —baby-sitting rates, HACC will apply the rate appropriate to the tenant's situation and verification.

### **Schedule for Child Care Expenses**

**Non-working family** – Participating in a self-sufficiency program, job search, job training w/ proper documentation

Weekly cap per child \$50.00

**Working family** – Where family and/or friend babysits child

Weekly cap per child \$50.00

**Working family** – Subsidized facility (Where daycare fee is based on income)

Weekly cap per child \$75.00

**Working family** – Unsubsidized facility

Weekly cap per child – HACC will use actual amount family is being charged from facility w/ proper documentation and/or invoices

## **6-IL.G. PERMISSIVE DEDUCTIONS [24 CFR 5.611(b)(1)]**

Permissive deductions are additional, optional deductions that may be applied to annual income. As with mandatory deductions, permissive deductions must be based on need or family circumstance and deductions must be designed to encourage self-sufficiency or other economic purpose. If the PHA offers permissive deductions, they must be granted to all families that qualify for them and should complement existing income exclusions and deductions [PH Occ GB, p. 128].

The *Form HUD-50058 Instruction Booklet* states that the maximum allowable amount for total permissive deductions is less than \$90,000 per year.

### HACC Policy

HACC has opted not to use permissive deductions.



## **PART III: CALCULATING RENT**

### **6-III.A. OVERVIEW OF INCOME-BASED RENT CALCULATIONS**

The first step in calculating income-based rent is to determine each family's total tenant payment (TTP). Then, if the family is occupying a unit that has tenant-paid utilities, the utility allowance is subtracted from the TTP. The result of this calculation, if a positive number, is the tenant rent. 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 may be paid to the family or directly to the utility company by the PHA.

#### **TTP Formula [24 CFR 5.628]**

HUD regulations specify the formula for calculating the total tenant payment (TTP) for a tenant family. TTP is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income (adjusted income is defined in Part II)
- 10 percent of the family's monthly gross income (annual income, as defined in Part I, divided by 12)
- The welfare rent (in as-paid states only)
- A minimum rent between \$0 and \$50 that is established by the PHA

The PHA has authority to suspend and exempt families from minimum rent when a financial hardship exists, as defined in section 6-III.B.

#### ***Welfare Rent [24 CFR 5.628]***

##### HACC Policy

Welfare rent does not apply in this locality.

#### ***Minimum Rent [24 CFR 5.630]***

##### HACC Policy

The minimum rent for this locality is \$50.

**Optional Changes to Income-Based Rents [24 CFR 960.253(c)(2) and PH Occ GB, pp. 131-134]**

PHA have been given very broad flexibility to establish their own, unique rent calculation systems as long as the rent produced is not higher than that calculated using the TTP and mandatory deductions. At the discretion of the PHA, rent policies may structure a system that uses combinations of permissive deductions, escrow accounts, income-based rents, and the required flat and minimum rents.

The PHA minimum rent and rent choice policies still apply to affected families. Utility allowances are applied to PHA designed income-based rents in the same manner as they are applied to the regulatory income-based rents.

The choices are limited only by the requirement that the method used not produce a TTP or tenant rent greater than the TTP or tenant rent produced under the regulatory formula.

HACC Policy

HACC chooses not to adopt optional changes to income-based rents.

**Ceiling Rents [24 CFR 960.253 (c)(2) and (d)]**

Ceiling rents are used to cap income-based rents. They are part of the income-based formula. If the calculated TTP exceeds the ceiling rent for the unit, the ceiling rent is used to calculate tenant rent (ceiling rent/TTP minus utility allowance). Increases in income do not affect the family since the rent is capped. The use of ceiling rents fosters upward mobility and income mixing.

Because of the mandatory use of flat rents, the primary function of ceiling rents now is to assist families who cannot switch back to flat rent between annual reexaminations and would otherwise be paying an income-based tenant rent that is higher than the flat rent.

Ceiling rents must be set to the level required for flat rents (which will require the addition of the utility allowance to the flat rent for properties with tenant-paid utilities) [PH Occ GB, p. 135].

HACC Policy

The HACC chooses not to use ceiling rents.

#### **Utility Reimbursement [24 CFR 960.253(c)(4)]**

Utility reimbursement occurs when any applicable utility allowance for tenant-paid utilities exceeds the TTP. HUD permits the PHA to pay the reimbursement to the family or directly to the utility provider.

##### HACC Policy

HACC will calculate when a family/household's Total Tenant Payment (TPP) is less than the Utility Allowance for the Unit. HACC will make utility reimbursements to the Utility Company. This applies to HACC properties that have Resident controlled utilities and residents are responsible for paying for their utilities.

## **6-III.B. FINANCIAL HARDSHIPS AFFECTING MINIMUM RENT [24 CFR 5.630]**

### HACC Policy

The financial hardship rules described below apply in this jurisdiction because HACC has established a minimum rent greater than \$0.

### **Overview**

If the PHA establishes a minimum rent greater than zero, the PHA must grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of financial hardship.

The financial hardship exemption applies only to families required to pay the minimum rent. If a family's TTP is higher than the minimum rent, the family is not eligible for a hardship exemption. If the PHA determines that a hardship exists, the TTP is the highest of the remaining components of the family's calculated TTP.

### **HUD-Defined Financial Hardship**

Financial hardship includes the following situations:

- (1) The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. This includes a family member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.

### HACC Policy

A hardship will be considered to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent.

For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following (1) implementation of assistance, if approved, or (2) the decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances.

- (2) The family would be evicted because it is unable to pay the minimum rent.

### HACC Policy

For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent or tenant-paid utilities.

- (3) Family income has decreased because of changed family circumstances, including the loss of employment.

- (4) A death has occurred in the family.

HACC Policy

In order to qualify under this provision, a family must describe how the death has created a financial hardship (e.g., because of funeral-related expenses or the loss of the family member's income). Death in the family means a member of the tenant household living in the unit. Rent for the month following the month the hardship is reported is due and payable to HACC

- (5) The family has experienced other circumstances determined by the PHA.

HACC Policy

The PHA has not established any additional hardship criteria.

## Implementation of Hardship Exemption

### *Determination of Hardship*

When a family requests a financial hardship exemption, the PHA must suspend the minimum rent requirement beginning the first of the month following the family's request.

The PHA then determines whether the financial hardship exists and whether the hardship is temporary or long-term.

### HACC Policy

HACC defines temporary hardship as a hardship expected to last 90 days or less. Long term hardship is defined as a hardship expected to last more than 90 days.

HACC may not evict the family for nonpayment of minimum rent during the 90-day period beginning the month following the family's request for a hardship exemption.

When the minimum rent is suspended, the TTP reverts to the highest of the remaining components of the calculated TTP. The example below demonstrates the effect of the minimum rent exemption.

<b>Example: Impact of Minimum Rent Exemption</b>	
Assume the PHA has established a minimum rent of \$35.	
<b>TTP – No Hardship</b>	<b>TTP – With Hardship</b>
\$0 30% of monthly adjusted income	\$0 30% of monthly adjusted income
\$15 10% of monthly gross income	\$15 10% of monthly gross income
N/A Welfare rent	N/A Welfare rent
\$35 Minimum rent	\$35 Minimum rent
Minimum rent applies. TTP = \$35	Hardship exemption granted. TTP = \$15

### HACC Policy

To qualify for a hardship exemption, a family must submit a request for a hardship exemption in writing at minimum 5 days before rent is due for the next month. The request must explain the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent.

HACC will make the determination of hardship within 15 calendar days.

### ***No Financial Hardship***

If the PHA determines there is no financial hardship, the PHA will reinstate the minimum rent and require the family to repay the amounts suspended.

For procedures pertaining to grievance hearing requests based upon the PHA denial of a hardship exemption, see Chapter 14, Grievances and Appeals.

### **HACC Policy**

HACC will require the family to repay the suspended amount within 30 calendar days of HACC notice that a hardship exemption has not been granted.

### ***Temporary Hardship***

If HACC determines that a qualifying financial hardship is temporary, HACC must reinstate the minimum rent from the beginning of the first of the month following the date of the family's request for a hardship exemption.

The family must resume payment of the minimum rent and must repay HACC the amounts suspended. HUD requires HACC to offer a reasonable repayment agreement, on terms and conditions established by HACC. HACC also may determine that circumstances have changed and the hardship is now a long-term hardship.

For procedures pertaining to grievance hearing requests based upon HACC denial of a hardship exemption, see Chapter 14, Grievances and Appeals.

### **HACC Policy**

HACC will enter into a repayment agreement in accordance with HACC repayment agreement policy (see Chapter 16)

### ***Long-Term Hardship***

If the PHA determines that the financial hardship is long-term, the PHA must exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship. When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent.

#### **HACC Policy**

The hardship period ends when any of the following circumstances apply:

- (1) At an interim or annual reexamination, the family's calculated TTP is greater than the minimum rent.
- (2) For hardship conditions based on loss of income, the hardship condition will continue to be recognized until new sources of income are received that are at least equal to the amount lost. For example, if a hardship is approved because a family no longer receives a \$60/month child support payment, the hardship will continue to exist until the family receives at least \$60/month in income from another source or once again begins to receive the child support.
- (3) For hardship conditions based upon hardship-related expenses, the minimum rent exemption will continue to be recognized until the cumulative amount exempted is equal to the expense incurred.



## **6-III.C. UTILITY ALLOWANCES [24 CFR 965, Subpart E]**

### **Overview**

Utility allowances are provided to families paying income-based rents when the cost of utilities is not included in the rent. When determining a family's income-based rent, the PHA must use the utility allowance applicable to the type of dwelling unit leased by the family.

For policies on establishing and updating utility allowances, see Chapter 16.

### **Reasonable Accommodation [24 CFR 8]**

On request from a family, PHA must approve a utility allowance that is higher than the applicable amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family with a disability [PH Occ GB, p. 172].

Residents with disabilities may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability [PH Occ GB, p. 172].

See Chapter 2 for policies related to reasonable accommodations.

### **Utility Allowance Revisions [24 CFR 965.507]**

The PHA must review its schedule of utility allowances each year. Between annual reviews, the PHA must revise the utility allowance schedule if there is a rate change that by itself or together with prior rate changes not adjusted for, results in a change of 10 percent or more from the rate on which such allowances were based. Adjustments to resident payments as a result of such changes must be retroactive to the first day of the month following the month in which the last rate change taken into account in such revision became effective [PH Occ GB, p. 171].

The tenant rent calculations must reflect any changes in the PHA utility allowance schedule [24 CFR 960.253(c)(3)].

### **HACC Policy**

Unless HACC is required to revise utility allowances retroactively, revised utility allowances will be applied to a family's rent calculations at the first annual reexamination after the allowance is adopted.

HACC will conduct a Utility Allowance Schedule Review for its properties once each year.

#### **6-III.D. PRORATED RENT FOR MIXED FAMILIES [24 CFR 5.520]**

HUD regulations prohibit assistance to ineligible family members. A *mixed family* is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. The PHA must prorate the assistance provided to a mixed family. The PHA will first determine TTP as if all family members were eligible and then prorate the rent based upon the number of family members that actually are eligible. To do this, the PHA must:

- (1) Subtract the TTP from a maximum rent applicable to the unit. The result is the maximum subsidy for which the family could qualify if all members were eligible.
- (2) Divide the family maximum subsidy by the number of persons in the family to determine the maximum subsidy per each family member who is eligible (member maximum subsidy).
- (3) Multiply the member maximum subsidy by the number of eligible family members.
- (4) Subtract the subsidy calculated in the last step from the maximum rent. This is the prorated TTP.
- (5) Subtract the utility allowance for the unit from the prorated TTP. This is the prorated rent for the mixed family.

#### **HACC Policy**

Revised public housing maximum rents will be applied to a family's rent calculation at the first annual reexamination after the revision is adopted.

For policies related to the establishment of the public housing maximum rent see Chapter 16.

### **6-III.E. FLAT RENTS AND FAMILY CHOICE IN RENTS [24 CFR 960.253]**

#### **Flat Rents [24 CFR 960.253(b)]**

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.

There is no utility allowance or reimbursement with flat rents. When the family elects to pay the flat rent, the flat rent amount quoted to the family by the PHA is the amount the family pays. Changes in family income, expenses, or composition will not affect the flat rent amount because it is outside the income-based formula.

Policies related to the reexamination of families paying flat rent are contained in Chapter 9, and policies related to the establishment and review of flat rents are contained in Chapter 16.

#### **Family Choice in Rents [24 CFR 960.253(a) and (e)]**

Once each year, the PHA must offer families the choice between a flat rent and an income-based rent. The family may not be offered this choice more than once a year. The PHA must document that flat rents were offered to families under the methods used to determine flat rents for the PHA.

#### **HACC Policy**

The annual HACC offer to a family of the choice between flat and income-based rent will be conducted upon admission and upon each subsequent annual reexamination.

The HACC will require families to submit their choice of flat or income-based rent in writing and will maintain such requests in the tenant file as part of the admission or annual reexamination process.

The HACC will provide sufficient information for families to make an informed choice. This information must include the HACC policy on switching from flat rent to income-based rent due to financial hardship and the dollar amount of the rent under each option. However, if the family chose the flat rent for the previous year the HACC is required to provide an income-based rent amount only in the year that a reexamination of income is conducted or if the family specifically requests it and submits updated income information.

### **Switching from Flat Rent to Income-Based Rent Due to Hardship [24 CFR 960.253(f)]**

A family can opt to switch from flat rent to income-based rent at any time if they are unable to pay the flat rent due to financial hardship. If the PHA determines that a financial hardship exists, the PHA must immediately allow the family to switch from flat rent to the income-based rent.

#### HACC Policy

Upon determination by the HACC that a financial hardship exists, the HACC will allow a family to switch from flat rent to income-based rent effective the first of the month following the family's request.

Reasons for financial hardship include:

- The family has experienced a decrease in income because of changed circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance
- The family has experienced an increase in expenses, because of changed circumstances, for medical costs, child care, transportation, education, or similar items
- Such other situations determined by the HACC to be appropriate

#### HACC Policy

HACC considers payment of flat rent to be a financial hardship whenever the switch to income-based rent would be lower than the flat rent [PH Occ GB, p. 137].

### **Change in Flat Rents**

#### HACC Policy

Changes to flat rents, up or down, will not affect families paying flat rent until their next annual flat rent offer, 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 unit [PH Occ GB, pp. 137-138].

## **Flat Rents**

### HACC Policy

HACC will conduct appropriate surveys comparability study once each year to determine Flat Market Rents for each of its property developments and by bedroom size.

HACC will offer each family a choice between the Flat Market Rent for the Unit or the Income based rent at each annual reexamination.

HACC will permit a family that has chosen Flat Market Rent and verify a hardship to return to an income based rent. The family will be informed that should they wish to return to a Flat Market Rent within that one year reexamination period, they will need to wait until the next scheduled re-examination period, and pay an income based rent for the remainder of that reexamination period.

#### Current Flat rents for all properties

Efficiency \$639.00

1 bedroom \$754.00

2 bedroom \$908.00

3 bedroom \$1131.00

4 bedroom \$1214.00

### **Flat Rents and Earned Income Disallowance [A&O FAQs]**

Because the EID is a function of income-based rents, a family paying flat rent cannot qualify for the EID even if a family member experiences an event that would qualify the family for the EID. If the family later chooses to pay income-based rent, they would only qualify for the EID if a new qualifying event occurred.

Under the EID original calculation method, a family currently paying flat rent that previously qualified for the EID while paying income-based rent and is currently within their exclusion period would have the exclusion period continue while paying flat rent as long as the employment that is the subject of the exclusion continues. A family paying flat rent could therefore see a family member's exclusion period expire while the family is paying flat rent.

Under the EID revised calculation method, a family currently paying flat rent that previously qualified for the EID while paying income-based rent and is currently within their exclusion period would have the exclusion period continue while paying flat rent regardless whether the employment that is the subject of the exclusion continues. A family paying flat rent could therefore see a family member's exclusion period expire while the family is paying flat rent.

## EXHIBIT 6-1: ANNUAL INCOME INCLUSIONS

### 24 CFR 5.609

*(a) Annual income means all amounts, monetary or not, which:*

- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
  - (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
  - (3) Which are not specifically excluded in paragraph (c) of this section.
- (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

*(b) Annual income includes, but is not limited to:*

- (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 the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

(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 depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) 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 (except as provided in paragraph (c)(14) of this section);

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);

(6) Welfare assistance payments.

(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31<sup>1</sup>; and

(B) Are not otherwise excluded under paragraph (c) of this section.

<sup>1</sup> Text of 45 CFR 260.31 follows (next page).

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section)

(9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, —financial assistancel does not include loan proceeds for the purpose of determining income.

#### **HHS DEFINITION OF "ASSISTANCE"**

#### **45 CFR: GENERAL TEMPORARY ASSISTANCE FOR NEEDY FAMILIES**

#### **260.31 What does the term "assistance" mean?**

(a)(1) The term —assistancel includes cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

(2) It includes such benefits even when they are:

(i) Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and

(ii) Conditioned on participation in work experience or community service (or any other work activity under 261.30 of this chapter).

(3) Except where excluded under paragraph (b) of this section, it also includes supportive services such as transportation and child care provided to families who are not employed.

(b) [The definition of —assistancel] excludes: (1) Nonrecurring, short-term benefits that:

(i) Are designed to deal with a specific crisis situation or episode of need;

(ii) Are not intended to meet recurrent or ongoing needs; and

(iii) Will not extend beyond four months.

(2) Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);

(3) Supportive services such as child care and transportation provided to families who are employed;

(4) Refundable earned income tax credits;

(5) Contributions to, and distributions from, Individual Development Accounts;

(6) Services such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and

(7) Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of [the Social Security] Act, to an individual who is not otherwise receiving assistance



## EXHIBIT 6-2: ANNUAL INCOME EXCLUSIONS

### 24 CFR 5.609

(c) Annual income does not include the following:

(1) Income from employment of children (including foster children) under the age of 18 years;

(2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

(3) 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 (except as provided in paragraph (b)(5) of this section);

(4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

(5) Income of a live-in aide, as defined in Sec. 5.403;

(6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;

(7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

(8) (i) Amounts received under training programs funded by HUD;

(ii) 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);

(iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iv) 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 PHA 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, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;

(v) 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;

(9) Temporary, nonrecurring or sporadic income (including gifts);

(10) 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;

(11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);

(12) Adoption assistance payments in excess of \$480 per adopted child;

(13) [Reserved]

(14) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or prospective monthly amounts..

(15) 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;

(16) 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

(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. [See the following chart for a list of benefits that qualify for this exclusion.]

**Sources of Income Excluded by Federal Statute from Consideration as Income for Purposes of Determining Eligibility or Benefits**

a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));

b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);

c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));

d) Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);

e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));

f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);

g) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub.L.-94-540, 90 Stat. 2503-04);

h) The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);

i) Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);

j) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));

k) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in In Re Agent-product liability litigation, M.D.L. No. 381 (E.D.N.Y.);

l) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);

m) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);

n) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));

o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);

p) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));

q) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from

spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);

r) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and

s) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).

## EXHIBIT 6-3: TREATMENT OF FAMILY ASSETS

### 24 CFR 5.603(b) Net Family Assets

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

(2) In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under Sec. 5.609.

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

(4) For purposes of determining annual income under Sec. 5.609, the term "net family assets" does not include the value of a home currently being purchased with assistance under part 982, subpart M of this title. This exclusion is limited to the first 10 years after the purchase date of the home.

## EXHIBIT 6-4: EARNED INCOME DISALLOWANCE

### 24 CFR 960.255 Self-sufficiency incentive—Disallowance of increase in annual income.

(a) *Definitions.* The following definitions apply for purposes of this section.

*Baseline income.* The annual income immediately prior to implementation of the disallowance described in paragraph (c)(1) of this section of a person who is a member of a qualified family.

*Disallowance.* Exclusion from annual income.

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

*Qualified family.* A family residing in public housing:

(i) Whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment;

(ii) Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or

(iii) Whose annual income increases, as a result of new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance—provided that the total amount over a six-month period is at least \$500.

(b) *Disallowance of increase in annual income.*

(1) *Initial twelve month exclusion.* During the twelve month period beginning on the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the PHA must exclude from annual income (as defined in 5.609 of this title) of a qualified family any increase in income of the family member as a result of employment over the baseline income of that family member.

(2) *Phase-in of rent increase.* Upon the expiration of the 12-month period defined in paragraph (b)(1) of this section and for the subsequent 12-month period, the PHA must exclude from the annual income of a qualified family at least 50 percent of any increase in income of such family member as a result of employment over the family member's baseline income.

(3) *Maximum 2-year disallowance.* The disallowance of increased income of an individual family member as provided in paragraph (b)(1) or (b)(2) of this section is limited to a lifetime 24-month period. It applies for a maximum of 12 months for disallowance under paragraph (b)(1) of this section and a maximum of 12 months for disallowance under paragraph (b)(2) of this section, during the 24-month period starting from the initial exclusion under paragraph (b)(1) of this section.

(4) Effect of changes on currently participating families. Families eligible for and participating in the disallowance of earned income under this section prior to May 9, 2016 will continue to be governed by this section in effect as it existed immediately prior to that date.

(c) *Inapplicability to admission.* The disallowance of increases in income as a result of employment under this section does not apply for purposes of admission to the program (including the determination of income eligibility and income targeting).

(d) *Individual Savings Accounts*. As an alternative to the disallowance of increases in income as a result of employment described in paragraph (b) of this section, a PHA may choose to provide for individual savings accounts for public housing residents who pay an income-based rent, in accordance with a written policy, which must include the following provisions:

(1) The PHA must advise the family that the savings account option is available;

(2) At the option of the family, the PHA must deposit in the savings account the total amount that would have been included in tenant rent payable to the PHA as a result of increased income that is disallowed in accordance with paragraph (b) of this section;

(3) Amounts deposited in a savings account may be withdrawn only for the purpose of:

(i) Purchasing a home;

(ii) ) Paying education costs of family members;

(iii) ving out of public or assisted housing; or

(iv) ying any other expense authorized by the PHA for the purpose of promoting the economic self-sufficiency of residents of public housing;

(4) The PHA must maintain the account in an interest bearing investment and must credit the family with the net interest income, and the PHA may not charge a fee for maintaining the account;

(5) At least annually the PHA must provide the family with a report on the status of the account; and

(6) If the family moves out of public housing, the PHA shall pay the tenant any balance in the account, minus any amounts owed to the PHA

## EXHIBIT 6-5: THE EFFECT OF WELFARE BENEFIT REDUCTION

### 24 CFR 5.615

#### Public housing program and Section 8 tenant-based assistance program: How welfare benefit reduction affects family income.

(a) *Applicability.* This section applies to covered families who reside in public housing (part 960 of this title) or receive Section 8 tenant-based assistance (part 982 of this title).

(b) *Definitions.* The following definitions apply for purposes of this section:

*Covered families.* Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

*Economic self-sufficiency program.* See definition at Sec. 5.603.

*Imputed welfare income.* The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

*Specified welfare benefits reduction.*

(1) A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

(2) "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:

(i) at expiration of a lifetime or other time limit on the payment of welfare benefits;

(ii) because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or

(iii) cause a family member has not complied with other welfare agency requirements.

(c) *Imputed welfare income.*

(1) A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the PHA by the welfare agency), plus the total amount of other annual income as determined in accordance with Sec. 5.609.

(2) At the request of the PHA, the welfare agency will inform the PHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the PHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. The PHA will use this information to determine the amount of imputed welfare income for a family.

(3) A family's annual income includes imputed welfare income in family annual income, as determined at the PHA's interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the PHA by the welfare agency).

(4) The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed

(5) The PHA may not include imputed welfare income in annual income if the family was not an assisted resident at the time of sanction.

*(d) Review of PHA decision.*

(1) Public housing. If a public housing tenant claims that the PHA has not correctly calculated the amount of imputed welfare income in accordance with HUD requirements, and if the PHA denies the family's request to modify such amount, the PHA shall give the tenant written notice of such denial, with a brief explanation of the basis for the PHA determination of the amount of imputed welfare income. The PHA notice shall also state that if the tenant does not agree with the PHA determination, the tenant may request a grievance hearing in accordance with part 966, subpart B of this title to review the PHA determination. The tenant is not required to pay an escrow deposit pursuant to Sec. 966.55(e) for the portion of tenant rent attributable to the imputed welfare income in order to obtain a grievance hearing on the PHA determination.

(2) Section 8 participant. A participant in the Section 8 tenant-based assistance program may request an informal hearing, in accordance with Sec. 982.555 of this title, to review the PHA determination of the amount of imputed welfare income that must be included in the family's annual income in accordance with this section. If the family claims that such amount is not correctly calculated in accordance with HUD requirements, and if the PHA denies the family's request to modify such amount, the PHA shall give the family written notice of such denial, with a brief explanation of the basis for the PHA determination

of the amount of imputed welfare income. Such notice shall also state that if the family does not agree with the PHA determination, the family may request an informal hearing on the determination under the PHA hearing procedure.

*(e) PHA relation with welfare agency.*

(1) The PHA must ask welfare agencies to inform the PHA of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the PHA written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.

(2) The PHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the PHA. However, the PHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.

(3) Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The PHA shall be entitled to rely on the welfare agency notice to the PHA of the welfare agency's determination of a specified welfare benefits reduction.



## **Chapter 7**

### **VERIFICATION**

[24 CFR 960.259, 24 CFR 5.230]

#### **INTRODUCTION**

The PHA must verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain the family's consent to collect the information. Applicants and tenants must cooperate with the verification process as a condition of receiving assistance. The PHA must not pass on the cost of verification to the family.

The PHA will follow the verification guidance provided by HUD current guidance and PIH Notices and any subsequent guidance issued by HUD. This chapter summarizes those requirements and provides supplementary PHA policies.

Part I describes the general verification process. More detailed requirements related to individual factors are provided in subsequent parts including family information (Part II), income and assets (Part III), and mandatory deductions (Part IV).

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies established by the PHA.

#### **PART I: GENERAL VERIFICATION REQUIREMENTS**

##### **7-I.A. FAMILY CONSENT TO RELEASE OF INFORMATION**

[24 CFR 960.259, 24 CFR 5.230]

The family must supply any information that the PHA or HUD determines is necessary to the administration of the program and must consent to PHA verification of that information [24 CFR 960.259(a)(1)].

##### **Consent Forms**

It is required that all adult applicants and tenants sign form HUD-9886, Authorization for Release of Information. The purpose of form HUD-9886 is to facilitate automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form. HUD and HACC may collect information from State Wage Information Collection Agencies (SWICA) and current and former employers of adult family members. Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA). Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

##### **Penalties for Failing to Consent [24 CFR 5.232]**

If any family member who is required to sign a consent form fails to do so, HACC will deny admission to applicants and terminate the lease of tenants. The tenant family may request a hearing in accordance with HACC grievance procedures.

## **7-I.B. OVERVIEW OF VERIFICATION REQUIREMENTS**

### **HUD's Verification Hierarchy [VG, p. 11-14]**

HUD authorizes the PHA to use five methods to verify family information and specifies the circumstances in which each method will be used. In general HUD requires the PHA to use the most reliable form of verification that is available and to document the reasons when the PHA uses a lesser form of verification.

#### HACC Policy

In order of priority, the forms of verification that the HACC will use are:

Up-front Income Verification (UIV) whenever available and HUD's EIV System as required for Reexamination and Interims.

Third-party Written Verification – Third Party Written Verification is defined as a verification that does not pass through the hands of the applicant or tenant. It is received by HACC directly from the source. In all cases, HACC verification forms will be used to obtain required and detailed information.

Third-party Oral Verification – After two attempts of obtaining a Third Party Written Verification, HACC will contact the source and attempt to obtain oral verification. If successful, the information will be documented to the appropriate verification form and the name of the person providing the oral information, the name of HACC staff and date of obtaining the information will be documented to the file.

Review of Documents – Documents pertaining to income and expenses for rent calculation must be no more than 60 days old and provided consecutively (pay stubs, etc.)

Self-Certification -- This method is least desirable and will only be accepted when all other avenues have been exhausted.

Each of the verification methods is discussed in subsequent sections below. Exhibit 7-1 at the end of the chapter contains an excerpt from the Verification Guidance that provides guidance with respect to how each method may be used.

## **Requirements for Acceptable Documents**

### HACC Policy

Any documents used for verification must be the original (not photocopies) and generally must be dated within 60 calendar days of the HACC request. The documents must not be damaged, altered or in any way illegible.

HACC will accept documents dated up to 6 months before the effective date of the family's reexamination if the document represents the most recent scheduled report from a source. For example, if the holder of a pension annuity provides semi-annual reports, HACC would accept the most recent report.

Print-outs from web pages are considered original documents.

HACC staff member who views the original document must make a photocopy, annotate the copy with the name of the person who provided the document and the date the original was viewed, and sign the copy.

Any family self-certifications must be made in a format acceptable to HACC and must be signed in the presence of a HACC representative or notary public.

### **File Documentation**

HACC must document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that HACC has followed all of the verification policies set forth in this ACOP. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

### HACC Policy

HACC will document, in the family file, the following:

- All requirements relevant to Eligibility of Applicants
- Reported family annual income
- Value of assets
- Expenses related to deductions from annual income
- Other factors influencing the adjusted income or income-based rent determination

When HACC is unable to obtain third-party verification, HACC will document in the family file the reason that third-party verification was not available and will place a photocopy of the original document(s) in the family file with proper documented notations of source, date and staff accepting the documents. [24 CFR 960.259(c)(1); VG, p.15]

## **7-I.C. UP-FRONT INCOME VERIFICATION (UIV)**

Up-front income verification (UIV) refers to PHA use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. UIV will be used to the extent that these systems are available to the PHA.

### HACC Policy

HACC will inform all applicants and residents of its use of the following UIV resources during the admission and reexamination process:

HUD's EIV system

State Labor Department Records

Credit Reports

The Work Number

Other future UIV sources as available

There may be legitimate differences between the information provided by the family and UIV/EIV-generated information. HACC will not take any adverse action against a family based solely on UIV/EIV data unless the family does not dispute the data. HACC must independently verify any UIV/EIV data that the family disputes, and, before taking any adverse action, it must give the family the opportunity to contest the action through HACC informal review/hearing processes. (For more on UIV/EIV and income projection, see section 6-I.C.)

### **Use of HUD's Enterprise Income Verification (EIV) System**

HUD's EIV system contains data showing earned income, unemployment benefits, and social security (SS) and supplemental security income (SSI) benefits for resident families. HUD requires the PHA to use the EIV system. The following policies apply to use of HUD's EIV system.

The EIV system contains two main components: income reports and income discrepancy reports. HUD continues to add reports and improve the EIV system. HUD provides free training on use of these reports and the EIV system via Web-casts from time to time. In addition, HUD requires that specific staff be identified as having access to these reports, file security, document destruction time periods, and certification of staff using the system.

#### ***EIV Income Reports***

The data shown on income reports is updated quarterly. Data may be between three and six months old at the time reports are generated.

### HACC Policy

HACC will obtain income reports for annual reexaminations on a monthly basis. Reports will be generated as part of the regular reexamination process.

Income reports will be compared to family-provided information as part of the annual reexamination process. When the family does not dispute the UIV/EIV data, income reports may be used to meet the regulatory requirement for third-party verification. When the family disagrees with the report, or HACC has cause to question the reports, a Third Party written verification must be obtained from the income source.

Income reports will be used in interim reexaminations when necessary to verify earned income, and to verify and calculate unemployment benefits and SS/SSI benefits. EIV will also be used to verify that families claiming zero income are not receiving income from any of these sources.

Income reports will be retained in resident files with the applicable annual or interim reexamination documents.

When HACC determines through income reports and independent third-party verification that a family has concealed or underreported income, corrective action will be taken pursuant to the policies in Chapter 15, "Program Integrity."

### ***Income Discrepancy Reports (IDR)***

The income discrepancy report (IDR) is a tool for identifying families that may have concealed or underreported income. Data in the IDR represents income for past reporting periods and may be between 6 and 30 months old at the time the report is generated.

Families that have not concealed or underreported income may appear on the IDR in some circumstances, such as loss of a job or addition of new family members.

#### **HACC Policy**

HACC will generate and review IDR at least semiannually or as deemed necessary. The IDR threshold percentage will be adjusted as necessary based on the findings in the IDR.

In reviewing IDR, HACC will begin with the largest discrepancies.

When the HACC determines that a resident appearing on the IDR has not concealed or underreported income, the resident's name will be placed on a list of "false positive" reviews. To avoid multiple reviews in this situation, residents appearing on this list will be eliminated from IDR processing until a subsequent interim or annual reexamination has been completed.

When it appears that a family may have concealed or underreported income, HACC will request independent third-party written verification of the income in question.

When HACC determines through IDR review and independent third-party verification that a family has concealed or underreported income, corrective action will be taken pursuant to the policies in Chapter 15, "Program Integrity."

### ***EIV Identity Verification***

The EIV system verifies resident identities against Social Security Administration (SSA) records. These records are compared to Public and Indian Housing Information Center (PIC) data for a match on social security number, name, and date of birth.

When identity verification for a resident fails, a message will be displayed within the EIV system and no income information will be displayed.

### HACC Policy

HACC will identify residents whose identity verification has failed as part of the annual reexamination process.

HACC will attempt to resolve PIC/SSA discrepancies by reviewing file documents. When HACC determines that discrepancies exist as a result of HACC errors, such as spelling errors or incorrect birth dates, it will correct the errors promptly.

Based on CFR Part 5, Revised 5.216, Disclosure of all household members SSN is required and must be verified by HACC through applicant and tenant presentation of their original Social Security Card. If HACC has not erred, the applicant or tenant must present their original Social Security Card. Failure to do so will cause denial for an applicant and failure to provide information at reexamination, a lease violation.

## **7-I.D. THIRD-PARTY WRITTEN AND ORAL VERIFICATION**

### **Reasonable Effort and Timing**

Unless third-party verification is not required as described below, HUD requires the PHA to make at least two unsuccessful attempts to obtain third-party verification before using another form of verification [VG, p. 15].

### HACC Policy

HACC will diligently seek third-party verification using a combination of written and oral requests to verification sources. Information received orally from third parties may be used either to clarify information provided in writing by the third party or as independent verification when written third-party verification is not received in a timely fashion.

HACC may mail, fax, e-mail, or hand-deliver third-party written verification requests and will accept third-party responses using any of these methods. HACC will send a written request for verification to each required source within 5 business days of securing a family's authorization for the release of the information and give the source 15 calendar days to respond in writing. If a response has not been received by the 15<sup>th</sup> calendar day, HACC will repeat the request for third-party written verification with a 15 calendar day response requested. Failure to receive a third party written verification after the second attempt will trigger the attempt for a Third-party oral verification.

HACC will make a minimum of two attempts, to obtain third-party written verification. A record of each attempt to contact the third-party source (including no-answer calls) and all contacts with the source will be documented in the file. Regarding third-party oral verification, HACC staff will record in the family's file the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used, and the facts provided.

When any source responds orally to the initial written request for verification, HACC will inquire if they are willing to provide the information in written form. HACC will accept the oral response as oral verification but will also request that the source complete and return any verification forms that were provided.

If a third party agrees to confirm in writing the information provided orally, HACC will

wait no more than 5 business days for the information to be provided. If the information is not provided by the 6th business day, HACC will use any information provided orally in combination with reviewing family-provided documents (see below).

### **When Third-Party Information is Late**

When third-party verification has been requested and the timeframes for submission have been exceeded, HACC will use the information from documents on a provisional basis. If HACC later receives third-party verification that differs from the amounts used in income and rent determinations and it is past the deadline for processing the reexamination, HACC will conduct an interim reexamination to adjust the figures used for the reexamination, regardless of the HACC interim reexamination policy.

### **When Third-Party Verification may not be required**

#### ***Primary Documents***

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth, veteran status, etc.

#### ***Certain Assets and Expenses***

HACC will attempt to verify assets disposed of for less than market value through a third party or reviewing original documents.

HACC may determine that third-party verification is not available if the asset or expense involves an insignificant amount, making it not cost-effective or reasonable to obtain third-party verification [VG, p. 15].

#### **HACC Policy**

The HACC will use review of documents in lieu of requesting third-party verification when the market value of an individual asset or an expense is less than \$500 annually and the family has original documents that support the declared amount.





### ***Certain Income, Asset and Expense Sources***

The PHA will determine that third-party verification is not available when it is known that an income source does not have the ability to provide written or oral third-party verification [VG, p. 15]. For example, the PHA will rely upon review of documents when the PHA determines that a third party's privacy rules prohibit the source from disclosing information.

#### **HACC Policy**

HACC will determine that third-party verification is not available when there is a service charge for verifying an asset or expense *and* the family has original documents that provide the necessary information.

If the family cannot provide original documents, HACC will pay the service charge required to obtain third-party verification, unless it is not cost effective in which case a self-certification will be acceptable as the only means of verification. The cost of verification will not be passed on to the family.

The cost of postage and envelopes to obtain third-party verification of income, assets, and expenses is not an unreasonable cost [VG, p. 18].

HACC will document, in the family file, the reason that the third-party verification was not available and will place a photocopy of the original document(s) in the family file. [VG, p. 15]

### ***Value of Assets and Asset Income [24 CFR 960.259]***

For families with net assets totaling \$5,000 or less, the PHA may accept the family's declaration of asset value and anticipated asset income. However, the PHA is required to obtain third-party verification of all assets regardless of the amount during the intake process, whenever a family member is added, and at least every three years thereafter.

#### **PHA Policy**

For families with net assets totaling \$5,000 or less, the PHA will accept the family's self-certification of the value of family assets and anticipated asset income when applicable. The family's declaration must show each asset and the amount of income expected from that asset. All family members 18 years of age and older must sign the family's declaration.

The PHA will use third-party documentation for assets as part of the intake process, whenever a family member is added to verify the individual's assets, and every three years thereafter.

## 7-I.E. REVIEW OF DOCUMENTS

### Using Review of Documents as Verification

#### HACC Policy

If HACC has determined that third-party verification is not available or not required, HACC will use documents provided by the family as verification.

HACC may also review documents when necessary to help clarify information provided by third parties. In such cases HACC will document in the file how HACC arrived at a final conclusion about the income or expense to include in its calculations.

HACC will require that family provided documents be originals and unaltered. In addition, with regard to income and expense verification, these must be no more than 60 days old and be consecutive.

## 7-I.F. SELF-CERTIFICATION

Self-certification, however, is an acceptable form of verification when:

- A source of income is fully excluded
- Net family assets total \$5,000 or less and the PHA has adopted a policy to accept self-certification at annual recertification, when applicable
- The PHA has adopted a policy to implement streamlined annual recertifications for fixed sources of income (See Chapter 9)

#### HACC Policy

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

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

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

HACC self-certification documents will be in a consistent format and provide the following warning:

**Warning:** 18 U.S.C. 1001 provides, among other things that whoever knowingly and willfully makes or uses a document or writing containing false, fictitious or fraudulent statement or entry in any matter within the jurisdiction of a department or agency of the United States shall be fined not more than \$10,000 or imprisoned for not more than five years or both.

HACC staff will read this warning where self-certification is being accepted as documentation. In the case of LEP persons, it will be read by a competent translator.

## PART II: VERIFYING FAMILY INFORMATION

### 7-II.A. VERIFICATION OF LEGAL IDENTITY

#### HACC Policy

HACC will require families to furnish verification of legal identity and age for each household member.

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
Certificate of birth, naturalization papers U.S. passport	Certificate of birth Adoption papers Custody agreement Court ordered Custody

If a document submitted by a family is illegible or otherwise questionable, HACC will require and if possible assist the family to resolve the issues.

At HACC discretion, especially in the case of applicants or tenants who may have been born in a rural area, or can document that birth records located in a town, county, city or state were destroyed by fire or natural disaster, may accept a certification from a third party in a format designed by HACC, that attests to the person's identity and signed in the presence of HACC representative or a notary public. Vital Statistic information will also be acceptable.

In the case of a Mixed Family, HACC will accept a family member's (adult or child) declaration of non-eligibility. In the case of Mixed Family status, HACC will prorate the rent in accordance with HUD guidelines.

## **7-II.B. SOCIAL SECURITY NUMBERS [24 CFR 5.216 and Notice PIH 2012-10]**

For every family member, the family must provide documentation of a valid social security number (SSN),

### HACC Policy

HACC will only accept an original Social Security Card as documentation. In the event the applicant or tenant has lost or misplaced their SS card, replacement can easily be obtained from the Social Security Administration. HACC can assist the applicant or tenant to obtain the replacement through the SSA web site or provide a form that can be mailed to SSA. A photo copy of the original SS card will be placed in the applicant or tenant file.

If the family reports a SSN but cannot provide acceptable documentation of the number, the HACC will require a document that it was requested stating that documentation of the SSN cannot be provided at this time. HACC will require documentation of the SSN within 30 calendar days from the date of the family member's self-certification mentioned above. If the family is an applicant, assistance cannot be provided until proper documentation of the SSN is provided.

### HACC Policy

HACC will instruct the family to obtain a duplicate card from the local Social Security Administration (SSA) office.

For individuals who are at least 62 years of age and are unable to submit the required documentation of their SSN within the initial 60-day period, HACC will grant an additional 60 calendar days to provide documentation.

Social security numbers for an applicant's family/household or tenant family need only be documented once during continuously-assisted occupancy. However, any addition, adult or child to the family/household must provide the same required documentation.

The social security numbers of household members, such as live-in aids, must be verified for the purpose of conducting criminal background checks.

If an applicant family includes a child under 6 years of age who joined the household within the 6 months prior to the date of program admission, an otherwise eligible family may be admitted and must provide documentation of the child's SSN within 90 days. A 90-day extension will be granted if the PHA determines that the resident's failure to comply was due to unforeseen circumstances and was outside of the resident's control.

### PHA Policy

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

## **7-II.C. DOCUMENTATION OF AGE**

### HACC Policy

A birth certificate or other previously defined identity verification is the preferred form of age verification for all family members. For elderly family members, claiming to be age 62 or older a birth certificate is preferred, or an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

Age must be verified only once during continuously-assisted occupancy, unless additions family/household members are admitted to the family/household residence. New additions, (birth, adoption, legal custody of minors) must provide SSN. Any HACC approved adult additions to the household must provide required verification of age, as a matter of course in HACC approval process.

## **7-IL.D. FAMILY COMPOSITION**

Applicants and tenants are required to identify the relationship of each household member to the head of household to meet HUD and PHA definitions of a family. Definitions of the primary household relationships are provided in the Eligibility chapter.

### HACC Policy

Family relationships are verified through identifying verification, birth certificates, adoption, court ordered or custody awards. These are used to determine a family's eligibility and level of assistance. HACC reserves discretion in using the Certification by the head of household as sufficient verification of family relationships on a case by case basis.

## **Marriage**

### HACC Policy

Certification by the head of household is normally sufficient verification. If HACC has reasonable doubts about a marital relationship, HACC will require the family to document the marriage.

A State issued marriage license is required to verify that a couple is married.

New Jersey does not recognize common law marriage.

## **Separation or Divorce**

### HACC Policy

Certification by the head of household is normally sufficient verification. If HACC has reasonable doubts about a separation or divorce, HACC will require the family to document the divorce, or separation.

A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced.

## **Absence of Adult Member**

### HACC Policy

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill).

HACC will attempt to obtain a Third Party Written or Oral Verification first. Failure of this type of verification will trigger a self-certification HACC form and include the 18 U.S.C warning and signed in the presence of an HACC representative. Any documents provided, such as a lease, landlord written verification, utility bill, car registration, etc. will be copied and documented to the file.

## **Foster Children and Foster Adults**

### HACC Policy

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

## **7-II.E. VERIFICATION OF STUDENT STATUS**

### HACC Policy

HACC requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

- The family claims full-time student dependent status for an adult other than the head, spouse, or co-head, or

- The family claims a child care deduction to enable a family member to further his or her education then the family member's enrollment in an education or training program must be verified.

HACC will require Third Party Verifications from the educational or training institution.

## **7-II.F. DOCUMENTATION OF DISABILITY**

The PHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income. The PHA is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c)]. The PHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the PHA receives a verification document that provides such information, the PHA will not place this information in the tenant file and such information will be destroyed. Under no circumstances will the PHA request a resident's medical record(s). For more information on health care privacy laws, see the Department of Health and Human Services' Web site at [www.os.dhhs.gov](http://www.os.dhhs.gov).

The PHA may make the following inquiries, provided it makes them of all applicants, whether or not they are persons with disabilities [VG, p. 24]:

- Inquiry into an applicant's ability to meet the requirements of ownership or tenancy
- Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability
- Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability
- Inquiry about whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance
- Inquiry about whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance
- Inquire as to all other eligibility factors including Criminal Activity and Screening as it relates to financial obligations, and lease requirements.

### **Family Members Receiving SSA Disability Benefits**

Verification of receipt of disability benefits from the Social Security Administration (SSA) is sufficient for verification of disability for the purpose of qualification for waiting list preferences or certain income disallowances and deductions [VG, p. 23].

#### HACC Policy

For family members claiming disability who receive disability payments from the SSA, HACC will attempt to obtain information about disability benefits through HUD's Enterprise Income Verification (EIV) system. If documentation is not available through HUD's EIV system particularly for applicants, HACC will request a current (dated within the last 60 days) SSA benefit verification letter from each family member claiming disability status. If a family member is unable to provide the document, HACC will ask the family to obtain a benefit verification letter either by calling SSA at 1-800-772-1213 or by requesting one from [www.ssa.gov](http://www.ssa.gov). Once the family receives the benefit verification letter, it will be required to provide the letter to HACC.



### **Family Members Not Receiving SSA Disability Benefits**

Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability are not sufficient verification that the individual meets HUD's definition of disability in 24 CFR 5.603, necessary to qualify for waiting list preferences or certain income disallowances and deductions.

#### HACC Policy

For family members claiming disability who do not receive SSI or other disability payments from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. See the Eligibility chapter for the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.

HACC will only accept written Third Party Verification from the professional source mailed, e-mailed or faxed from the source directly to HACC on a Verification Form provided by HACC. This form will contain the 18 U.S.C Warning.

### **7-II.G. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5.508]**

#### **Overview**

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons. See the Eligibility chapter for detailed discussion of eligibility requirements. This chapter (7) discusses HUD and PHA verification requirements related to citizenship status.

The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously-assisted occupancy [24 CFR 5.508(g)(5)] unless the category of "eligible noncitizen" has a time period or expiration.

#### **U.S. Citizens and Nationals**

HUD requires a declaration for each family member who claims to be a U.S. citizen or national. The declaration must be signed personally by any family member 18 or older and by a guardian for minors.

The PHA may request verification of the declaration by requiring presentation of a birth certificate, United States passport or other appropriate documentation.

#### HACC Policy

HACC will require a declaration for each family/household member who claims to be a U.S. citizen or national. Family members who claim U.S. citizenship or national status will be required to provide identity documentation previously described.

## **Eligible Immigrants**

### ***Documents Required***

All family members claiming eligible noncitizen immigration status must declare their status in the same manner as U.S. citizens and nationals.

The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance. Exhibit 7-2 at the end of this chapter summarizes documents family members must provide.

### ***HACC Verification*** [HCV GB, pp 5-3 and 5-7]

For family members age 62 or older who claim to be eligible immigrants, proof of age is required in the manner described in 7-II.C. (birth certificate, passport, or documents showing receipt of SS Old Age benefits). No further verification of eligible immigration status is required. For family members under the age of 62 who claim to be eligible immigrants, HACC must verify immigration status with the U.S. Citizenship and Immigration Services (USCIS).

HACC will follow all USCIS protocols for verification of eligible immigration status.

## **7-II.H. VERIFICATION OF PREFERENCE STATUS**

The PHA must verify any preferences claimed by an applicant.

### **HACC Policy**

HACC offers a preference for working families, described in Section 4-III.B.

HACC may verify that the family qualifies for the working family preference based on the family's submission of the working member's most recent paycheck stub indicating that the working member works at least 20 hours per week. The paycheck stub must have been issued to the working member within the last thirty days.

HACC will also seek third party verification from the employer of the head, spouse, co-head or sole member of a family requesting a preference as a working family:

At time of eligibility certification and admission offer, HACC will verify the pattern of work over the past 24 month period to assure it meets the HACC definition of working for the preference.

The PHA also offers a preference for victims of domestic violence, dating violence, sexual assault, or stalking, as described in Section 4-III.B. To verify that applicants qualify for the preference, the PHA will follow documentation requirements outlined in Section 16-VII.D.

## **PART III: VERIFYING INCOME AND ASSETS**

Chapter 6, Part I of this ACOP describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any assets and income reported by the family must be verified. This part provides PHA policies that supplement the general verification procedures specified in Part I of this chapter.

### **7-III.A. EARNED INCOME**

#### **Tips**

##### HACC Policy

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year.

### **7-III.B. BUSINESS AND SELF EMPLOYMENT INCOME**

##### HACC Policy

Business owners and self-employed persons will be required to provide:

HACC will require an audited financial statement for the previous fiscal year, if an audit was conducted. If an audit was not conducted, a statement of income and expenses must be submitted and the business owner or self-employed person must certify to its accuracy. In addition to a statement of income and expenses, cancelled checks or bank records verifying that the expenses claimed were actually paid.

All schedules completed for filing federal and local taxes in the preceding year.

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

At any reexamination the HACC may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

If a family member has been self-employed less than three (3) months, HACC will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has been self-employed for three (3) to twelve (12) months the PHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

For reexaminations, HACC will check HUD EIV even if the family/household is claiming income is derived from a business or self-employment.

### **7-III.C. PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS**

For policies governing streamlined income determinations for fixed sources of income, please see Chapter 9.

#### **Social Security/SSI Benefits**

##### HACC Policy

To verify the SS/SSI benefits of applicants, HACC will request a current (dated within the last 60 days) original SSA benefit verification letter from each family member who receives social security benefits. If a family member is unable to provide the document, HACC will ask the family to obtain a benefit verification letter either by calling SSA at 1-800-772-1213 or by requesting one from [www.ssa.gov](http://www.ssa.gov). Once the family has received the original benefit verification letter, it will be required to provide the letter to HACC.

To verify the SS/SSI benefits of residents, HACC will obtain information about social security/SSI benefits through HUD's EIV system. If benefit information is not available in the EIV system, HACC will request a current (dated within the last 60 days) original SSA benefit verification letter from each family member who receives social security benefits. If a family member is unable to provide the document, HACC will ask the family to obtain a benefit verification letter either by calling SSA at 1-800-772-1213 or by requesting one from [www.ssa.gov](http://www.ssa.gov). Once the family has received the benefit verification letter, it will be required to provide the letter to HACC.

## 7-III.D. ALIMONY OR CHILD SUPPORT

### HACC Policy

The way HACC will seek verification for alimony and child support differs depending on whether the family declares that it receives regular payments.

If the family declares that it *receives regular payments*, verification will be sought in the following order.

If payments are made through a state or local entity, HACC will request a record of payments for the past 12 months and request that the entity disclose any known information about the likelihood of future payments.

Third-party verification from the person paying the support

Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules

Copy of the latest check and/or payment stubs

Family's self-certification of amount received and of the likelihood of support payments being received in the future or that support payments are not being received.

If the family declares that it *receives irregular or no payments*, in addition to the verification process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due. This may include:

A statement from any agency responsible for enforcing payment that shows the family has requested enforcement and is cooperating with all enforcement efforts

If the family has made independent efforts at collection, a written statement from the attorney or other collection entity that has assisted the family in these efforts

HACC will make every reasonable attempt to determine the actual amounts received and can use either anticipated amounts or historical amounts in determining income from this source.

### **7-III.E. ASSETS AND INCOME FROM ASSETS**

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

The family must certify whether any assets have been disposed of for less than fair market value in the preceding two years. The PHA needs to verify only those certifications that warrant documentation [HCV GB, p. 5-28].

##### HACC Policy

HACC will verify the value of assets disposed of only if:

HACC does not already have a reasonable estimation of its value from previously collected information, or

The amount reported by the family in the certification appears obviously in error.

Example 1: An elderly participant reported a \$10,000 certificate of deposit at the last annual reexamination and the PHA verified this amount. Now the person reports that she has given this \$10,000 to her son. The PHA has a reasonable estimate of the value of the asset; therefore, re-verification of the value of the asset is not necessary.

Example 2: A family member has disposed of its 1/4 share of real property located in a desirable area and has valued her share at approximately \$5,000. Based upon market conditions, this declaration does not seem realistic. Therefore, the PHA will verify the value of this asset.

### **7-III.F. NET INCOME FROM RENTAL PROPERTY**

##### HACC Policy

The family must provide:

A current executed lease for the property that shows the rental amount or certification from the current tenant

A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E (Rental Income). If schedule E was not prepared, HACC will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

## 7-III.G. RETIREMENT ACCOUNTS

### HACC Policy

When third-party verification is not available the type of original document that will be accepted depends upon the family member's retirement status.

*Before* retirement, HACC will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the account but in no case earlier than 6 months from the effective date of the examination.

*Upon* retirement, HACC will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken and any regular payments.

*After* retirement, HACC will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

### **7-III.H. INCOME FROM EXCLUDED SOURCES**

A detailed discussion of excluded income is provided in Chapter 6, Part I.

The PHA must obtain verification for income exclusions only if, without verification, the PHA would not be able to determine whether the income is to be excluded. For example: If a family's 16 year old has a job at a fast food restaurant, the PHA will confirm that PHA records verify the child's age but will not send a verification request to the restaurant. However, if a family claims the earned income disallowance for a source of income, both the source and the income must be verified.

#### **HACC Policy**

HACC will reconcile differences in amounts reported by the third party and the family only when the excluded amount is used to calculate the family's rent (as is the case with the earned income disallowance). In all other cases, HACC will report the amount to be excluded as indicated on documents provided by the family.

Minor dependents, age 17, who are working will have both their age verified and the amount of income earned. The verification of earned income serves HACC in the ability to determine if the family member is qualified for the Earned Income Disallowance, once they reach 18. If the verified income earned exceeds the HUD requirement of 10 hours per week for 50 weeks at the minimum wage (Federal or local, whichever is higher), the family member would not qualify for EID under factor #1 "Unemployed for 12 months."

### **7-III.I. ZERO ANNUAL INCOME STATUS**

#### **HACC Policy**

HACC will check UIV/EIV sources and/or request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by families claiming to have zero annual income.

HACC will use the HUD ZERO INCOME Form provided in the HUD Public Housing Occupancy Guidebook and interview the appropriate family/household members. Failure to respond to the questions on the form or sign the form is considered not providing HACC with the information necessary to determine eligibility, and income to calculate rent. Failure to cooperate can result in denial of admission, or failure to cooperate with required reexamination which is a lease violation.

In the case of a new admission, where income cannot be identified by any method, HACC will check HUD EIV every quarter on that family/household.

The HUD Zero Income Form can also be used when HACC identifies extremely low or little income (included or excluded) that does not reflect household general circumstances.



## **PART IV: VERIFYING MANDATORY DEDUCTIONS**

### **7-IV.A. DEPENDENT AND ELDERLY/DISABLED HOUSEHOLD DEDUCTIONS**

The dependent and elderly/disabled family deductions require only that the PHA verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

#### HACC Policy

##### **Dependent Deduction**

See Chapter 6 (6-II.B.) for a full discussion of this deduction. HACC will verify that:

- Any person under the age of 18 for whom the dependent deduction is claimed is not the head, spouse or co-head of the family and is not a foster child and use a birth certificate or passport to verify they have not yet reached their 18<sup>th</sup> birthday. In addition, HACC may require verification of adoption or court ordered or awarded custody.
- Any person age 18 or older for whom the dependent deduction is claimed is not a foster adult or live-in aide, and is verified as a person with a disability or a full time student

##### **Elderly/Disabled Family Deduction**

See the Eligibility chapter for a definition of elderly and disabled families and Chapter 6 (6-II.C.) for a discussion of the deduction. HACC will verify that the head, spouse, or co-head is 62 years of age or older or a person with disabilities in accordance with previously stated policies regarding identify, age, and disability.

#### **7-IV.B. MEDICAL EXPENSE DEDUCTION**

Policies related to medical expenses are found in 6-II.D. The amount of the deduction will be verified following the standard verification procedures described in Part I.

##### **Amount of Expense**

###### HACC Policy

HACC will provide a third-party verification form directly to the medical provider requesting the needed information.

Medical expenses will be verified through:

Third-party verification form signed by the provider, when possible

If third-party is not possible, copies of cancelled checks used to make medical expense payments and/or printouts or receipts from the source will be used. In this case HACC will make a best effort to determine what expenses from the past are likely to continue to occur in the future. HACC will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

In addition, HACC must verify that:

- The household is eligible for the deduction.
- The costs to be deducted are qualified medical expenses.
- The expenses are not paid for or reimbursed by any other source.
- Costs incurred in past years are counted only once.

## **Eligible Household**

### **HACC Policy**

The medical expense deduction is permitted only for households in which the head, spouse, or co-head is at least 62 or a person with disabilities. HACC will verify that the family meets the definition of an elderly or disabled family provided in the Eligibility chapter, and as described in Chapter 7 (7-IV.A) of this plan.

### **Qualified Expenses**

To be eligible for the medical expenses deduction, the costs must qualify as medical expenses. See Chapter 6 (6-II.D.) for HACC policy on what counts as a medical expense.

### **Unreimbursed Expenses**

To be eligible for the medical expenses deduction, the costs must not be reimbursed by another source.

#### **HACC Policy**

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

### **Expenses Incurred in Past Years**

#### **HACC Policy**

When anticipated costs are related to on-going payment of medical bills incurred in past years, HACC will verify:

- The anticipated repayment schedule

- The amounts paid in the past, and

- Whether the amounts to be repaid have been deducted from the family's annual income in past years

If HACC determines that the on-going payment of medical bills claimed have not been paid in the past year, HACC will not permit inclusion of the payment schedule for the future period and rent calculation. HACC will recalculate the previous rent period and exclude the medical deduction or portion of the deduction that was not actually paid and require repayment from the resident.

#### **7-IV.C. DISABILITY ASSISTANCE EXPENSES**

Policies related to disability assistance expenses are found in 6-II.E. The amount of the deduction will be verified following the standard verification procedures described in Part I.

##### **Amount of Expense**

##### ***Attendant Care***

###### HACC Policy

HACC will provide a third-party verification form directly to the care provider requesting the needed information.

Expenses for attendant care will be verified through:

Third-party verification form signed by the provider, when possible

If third-party is not possible, copies of cancelled checks used to make attendant care payments and/or original receipts from care source

If third-party or document review is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months will be required on an HACC approved form with the 18 U.S.C. Warning, and signed in the presence of an HACC representative and/or notarized.

##### ***Auxiliary Apparatus***

###### HACC Policy

Expenses for auxiliary apparatus will be verified through:

Third-party verification of anticipated purchase costs of auxiliary apparatus and in the case of auxiliary apparatus being paid for over time, the schedule of payments or portion of payment dedicated to the apparatus.

If third-party cannot be obtained, billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months

If third-party or document review is not possible, written family certification of estimated apparatus costs for the upcoming 12 months will be required on an HACC approved form with the 18 U.S.C. Warning, and signed in the presence of an HACC representative and/or notarized.

In addition, HACC must verify that:

- The family member for whom the expense is incurred is a person with disabilities (as described in 7-II.F above).
- The expense permits a family member, or members, to work (as described in 6-II.E.).
- The expense is not reimbursed from another source (as described in 6-II.E.).

### **Family Member is a Person with Disabilities**

To be eligible for the disability assistance expense deduction, the costs must be incurred for attendant care or auxiliary apparatus expense associated with a person with disabilities. HACC will verify that the expense is incurred for a person with disabilities (See 7-II.F.).

### **Family Member(s) Permitted to Work**

HACC must verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work.

#### HACC Policy

HACC will seek third-party verification from a Rehabilitation Agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work (See 6-II.E.).

If third-party and document review verification has been attempted and is either unavailable or proves unsuccessful, the family must certify that the disability assistance expense frees a family member, or members (possibly including the family member receiving the assistance), to work. This certification will be in an HACC Form with the 18 U.S.C. Warning, and signed in the presence of an HACC representative and/or notarized.

### **Unreimbursed Expenses**

To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

#### HACC Policy

An attendant care provider will be asked to certify that, to the best of the provider's knowledge, the expenses are not paid by or reimbursed to the family from any source.

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

## **7-IV.D. CHILD CARE EXPENSES**

### **HACC Policy**

Policies related to child care expenses are found in Chapter 6 (6-II.F). The amount of the deduction will be verified following the standard verification procedures described in Part I. In addition, the PHA must verify that:

- The child is eligible for care (under the age of 13).
- The costs claimed are not reimbursed.
- The costs enable a family member to pursue an eligible activity (work, attend school or training, seek employment).
- The costs are for an allowable type of child care based on HACC Policy with regard to differentiating Certified/Insured Child Care Facility versus private "baby sitting."
- The costs are reasonable in relationship to hours worked, in school/training or seeking employment.

### **Eligible Child**

To be eligible for the child care deduction, the costs must be incurred for the care of a child under the age of 13. HACC will verify that the child being cared for (including foster children) is under the age of 13 (See 7-II.C.).

### **Unreimbursed Expense**

To be eligible for the child care deduction, the costs must not be reimbursed by another source.

#### **HACC Policy**

The child care provider will be asked to certify that, to the best of the provider's knowledge, the child care expenses are not paid by or reimbursed to the family from any source.

The family will be required to certify that the child care expenses are not paid by or reimbursed to the family from any source on an HACC form that includes the 18 U.S.C. Warning, and signed in the presence of an HACC representative and/or notarized.

### **Pursuing an Eligible Activity**

The PHA must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

#### HACC Policy

*Information to be gathered –HACC will seek to verify.*

HACC will verify information about how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the time required for study (for students), the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

#### *Seeking Work*

HACC will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases the HACC will request verification from the agency of the member's job seeking efforts to date and require the family to submit to HACC any reports provided to the other agency.

In the event third-party verification is not available, HACC will provide the family with a form on which the family member must record job search efforts. HACC will review this information at each subsequent reexamination for which this deduction is claimed.

#### *Furthering Education*

HACC will ask that the academic or vocational educational institution verify that the person permitted to further his or her education by the child care is enrolled and provide information about the timing of classes for which the person is registered.

#### *Gainful Employment*

HACC will seek verification from the employer of the work schedule of the person who is permitted to work by the child care. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family members may be verified.

### **Allowable Type of Child Care**

The type of care to be provided is determined by the family, but must fall within certain guidelines, as discussed in Chapter 6.

#### HACC Policy

HACC will verify that the type of child care selected by the family is allowable, as described in Chapter 6 (6-II.F).

HACC will verify that the fees paid to the child care provider cover only child care costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members).

HACC will verify that the child care provider is not an assisted family member. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit.

### **Reasonableness of Expenses**

Only reasonable child care costs can be deducted.

#### HACC Policy

The actual costs the family incurs will be compared with HACC established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable.

If the family presents a justification for costs that exceed typical costs in the area, the HACC will request additional documentation, as required, to support a determination that the higher cost is appropriate. The decision to permit costs that exceeds HACC established standards, regardless of documentation presented is at the discretion of HACC.



Exhibit 7-1: Excerpt from HUD Verification Guidance Notice (PIH 2004-01, pp. 11-14)

Upfront only	High (Mandatory if upfront income verification is not available or if UIV data differs substantially from tenant-reported information)
Written 3 <sup>rd</sup> Party	High (Mandatory if upfront income verification is not available or if UIV data differs substantially from tenant-reported information)
Document Review	Medium-Low (Use on provisional basis)

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 3)	(LEVEL 4)		(LEVEL 2)	
Wages/Salaries	Use of computer matching agreements with a State Wage Information Collection Agency (SWICA) to obtain wage information electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the independent sources to obtain wage information.	In the event the independent source does not respond to the PHA's written request for information, the PHA may contact the independent source by phone or make an in person visit to obtain the requested information.	When neither form of third party verification can be obtained, the PHA may accept original documents such as consecutive pay stubs (HUD recommends the PHA review at least three months of pay stubs, if employed by the same employer for three months or more), W-2 forms, etc. from the tenant. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from earnings. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.
	Agreements with private vendor agencies, such as The Work Number or ChoicePoint to obtain wage and salary information.	The PHA may have the tenant sign a Request for Earnings Statement from the SSA to confirm past earnings. The PHA mails the form to SSA and the statement will be sent to the address the PHA specifies on the form.			
	Use of HUD systems, when available.				
<p><b>Verification of Employment Income:</b> The PHA should always obtain as much information as possible about the employment, such as start date (new employment), termination date (previous employment), pay frequency, pay rate, anticipated pay increases in the next twelve months, year-to-date earnings, bonuses, overtime, company name, address and telephone number, name and position of the person completing the employment verification form.</p> <p><b>Effective Date of Employment:</b> The PHA should always confirm start and termination dates of employment.</p>					

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVELS)	(LEVEL 4)		(LEVEL 2)	
Self-Employment	Not Available	The PHA mails or faxes a verification form directly to sources identified by the family to obtain income information.	The PHA may call the source to obtain income information.	The PHA may accept any documents (i.e. tax returns, invoices and letters from customers) provided by the tenant to verify self-employment income. Note: The PHA must document in the tenant file, the reason third party verification was not obtained.	The PHA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from self-employment. Note: The PHA must document in the tenant file, the reason third party verification was not available.
<b>Verification of Self-Employment Income:</b> Typically, it is a challenge for PHAs to obtain third party verification of self-employment income. When third party verification is not available, the PHA should always request a notarized tenant declaration that includes a perjury statement.					
Social Security Benefits	Use of HUD Tenant Assessment System (TASS) to obtain CUI/Tent benefit history and discrepancy reports.	The PHA mails or faxes a verification form directly to the local SSA office to obtain social security benefit information. (Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHAs to use TASS.)	The PHA may call SSA, with the tenant on the line, to obtain current benefit amount. (Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHAs to use TASS.)	The PHA may accept an original SSANotice from the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly social security benefits. Note: The PHA must document in the tenant file, the reason third party verification was not available.
Welfare Benefits	Use of computer matching agreements with the local Social Services Agency to obtain CUI/Tent benefit amount electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the local Social Services Agency to obtain welfare benefit information.	The PHA may call the local Social Services Agency to obtain current benefit amount.	The PHA may review an original award notice or printout from the local Social Services Agency provided by the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly welfare benefits. Note: The PHA must document in the tenant file, the reason third party verification was not available.

Income Type	Upfront	Written Third Party		Document Review	Tenant Declaration
	(LEVELS)	(LEVEL 4)		(LEVEL 2)	
Child Support	Use of agreement with the local Child Support Enforcement Agency to obtain current child support amount and payment status electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.	The PHA may call the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.	The PHA may review an original court order, notice or printout from the local Child Support Enforcement Agency provided by the tenant to verify current child support amount and payment status. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares current child support amount and payment status. Note: The PHA must document in the tenant file, the reason third party verification was not available.
Unemployment Benefits	Use of computer matching agreements with a State Wage Information Collection Agency to obtain unemployment compensation electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the State Wage Information Collection Agency to obtain unemployment compensation information.	The PHA may call the State Wage Information Collection Agency to obtain current benefit amount.	The PHA may review an original benefit notice or unemployment check stub, or printout from the local State Wage Information Collection Agency provided by the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares unemployment benefits. Note: The PHA must document in the tenant file, the reason third party verification was not available.
	Use of HUD systems, when available.				
Pensions	Use of computer matching agreements with a Federal, State, or Local Government Agency to obtain pension information electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the pension provider to obtain pension information.	The PHA may call the pension provider to obtain current benefit amount.	The PHA may review an original benefit notice from the pension provider provided by the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly pension amounts. Note: The PHA must document in the tenant file, the reason third party verification was not available.

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 3)	(LEVEL 4)		(LEVEL 2)	
Assets	Use of cooperative agreements with sources to obtain asset and asset income information electronically, by mail or fax, or in person.	The PHA mails, faxes, or emails a verification form directly to the source to obtain asset and asset income information.	The PHA may call the source to obtain asset and asset income information.	The PHA may review original documents provided by the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares assets and asset income. Note: The PHA must document in the tenant file, the reason third party verification was not available.
Comments	Whenever HUD makes available wage, unemployment, and SSA information, the PHA should use the information as part of the reexamination process. Failure to do so may result in disallowed costs during a RIM review.	Note: The independent source completes the form and returns the form directly to the PHA Agency. The tenant should not hand carry documents to or from the independent source.	The PHA should document in the tenant file, the date and time of the telephone call or in person visit, along with the name and title of the person that verified the current income amount.		The PHA should use this verification method as a last resort, when all other verification methods are not possible or have been unsuccessful. Notarized statement should include a perjury penalty statement.
<p><b>Note:</b> The PHA must not pass verification costs along to the participant.</p>					
<p><b>Note:</b> In cases where the PHA cannot reliably project annual income, the PHA may elect to complete regular interim reexaminations (this policy should be apart of the PHA's written policies.)</p>					

**Exhibit 7-2: Summary of Documentation Requirements for Noncitizens**  
**[HCV GB, pp. 5-9 and 5-10]**

<ul style="list-style-type: none"> <li>• All noncitizens claiming eligible status must sign a declaration of eligible immigrant status on a form acceptable to the PHA.</li> </ul>	
<b>Elderly Noncitizens</b> <ul style="list-style-type: none"> <li>• A person 62 years of age or older who claims eligible immigration status also must provide proof of age such as birth certificate, passport, or documents showing receipt of SS old-age benefits.</li> </ul>	
<b>All other Noncitizens</b> <ul style="list-style-type: none"> <li>• Noncitizens that claim eligible immigration status also must present the applicable USCIS document. Acceptable USCIS documents are listed below.</li> </ul>	
<ul style="list-style-type: none"> <li>• Form I-551 Alien Registration Receipt Card (for permanent resident aliens)</li> <li>• Form I-94 Arrival-Departure Record annotated with one of the following:               <ul style="list-style-type: none"> <li>• “Admitted as a Refugee Pursuant to Section 207”</li> <li>• “Section 208” or “Asylum”</li> <li>• “Section 243(h)” or “Deportation stayed by Attorney General”</li> <li>• “Paroled Pursuant to Section 221 (4)(5) of the USCIS”</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Form I-94 Arrival-Departure Record with no annotation accompanied by:               <ul style="list-style-type: none"> <li>• A final court decision granting asylum (but only if no appeal is taken);</li> <li>• A letter from a USCIS asylum officer granting asylum (if application is filed on or after 10/1/90) or from a USCIS district director granting asylum (application filed before 10/1/90);</li> <li>• A court decision granting withholding of deportation; or</li> <li>• A letter from an asylum officer granting withholding or deportation (if</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Form I-688 Temporary Resident Card annotated “Section 245A” or Section 210”.</li> </ul>	<ul style="list-style-type: none"> <li>• Form I-688B Employment Authorization Card annotated “Provision of Law 274a. 12(11)” or “Provision of Law 274a.12”.</li> </ul>
<ul style="list-style-type: none"> <li>• A receipt issued by the USCIS indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant’s entitlement to the document has been verified; or</li> <li>• Other acceptable evidence. If other documents are determined by the USCIS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the <i>Federal Register</i></li> </ul>	

Note: HACC will follow HUD Requirements of submitting documents to Home Land Security for verification of status.

## Chapter 8

### LEASING AND INSPECTIONS

[24 CFR 5, Subpart G; 24 CFR 966, Subpart A]

#### INTRODUCTION

Public housing leases are the contractual basis of the legal relationship between the PHA and the tenant. All units must be occupied pursuant to a dwelling lease agreement that complies with HUD regulations.

HUD regulations require the PHA to inspect each dwelling unit prior to move-in, at move-out, and annually during the period of occupancy. In addition, the PHA may conduct additional inspections in accordance with PHA policy.

This chapter is divided into two parts as follows:

Part I: Leasing. This part describes pre-leasing activities and the PHA's policies pertaining to lease execution, lease modification, and payments under the lease.

Part II: Inspections. This part describes the PHA's policies for inspecting dwelling units.

#### PART I: LEASING

##### 8-1.A. OVERVIEW

An eligible family may occupy a public housing dwelling unit 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.

The term of the lease must be for a period of 12 months. The lease must be renewed automatically for another 12-month term, except that the PHA may not renew the lease if the family has violated the community service requirement [24 CFR 966.4(a)(2)].

PHA's must adopt smoke-free policies, which must be implemented no later than July 30, 2018. The policy is attached as Exhibit 8-1.

Part I of this chapter contains regulatory information, where applicable, as well as the PHA's leasing policies.

## **8-I.B. LEASE ORIENTATION**

### HACC Policy

After unit acceptance but prior to occupancy, a HACC representative will conduct a lease orientation with the family. The head of household, spouse, co-head, and adult family member(s) 18 years or older are required to attend.

### **Orientation Agenda**

- Welcome to Public Housing Video
- Lease & Grievance
- House Rules
- Lead Base Paint Notice
- Truth in Renting Booklet (NJ)
- Other Material Appropriate

When families attend the lease orientation, they will be provided with:

A copy of the lease

A copy of the HACC's grievance procedure

A copy of the house rules

A copy of the HACC's schedule of maintenance charges

A copy of the pamphlet Protect Your Family From Lead in Your Home

A copy of "Is Fraud Worth It?" (Form HUD-1141-OIG), which explains the types of actions a family must avoid and the penalties for program abuse

A copy of "What you should know about EIV", system published by HUD as an attachment to Notice PIH 2010-19

Information about the protections afforded by the Violence against Women Reauthorization Act of 2013 (VAWA) to victims of domestic violence, dating violence, and stalking (see section 16-VIL.C)

A copy of the PHA's smoke free policy

A notice that includes the procedures for requesting relief and the PHA's criteria for granting requests for relief for excess utility surcharges

Topics to be discussed and explained to all families include:

Applicable deposits and other charges

Review and explanation of lease provisions

Unit maintenance requests and work orders

The HACC's interim reporting requirements

Review and explanation of occupancy forms

Community service requirements

Family choice of rent

VAWA protection

### **8-I.C. EXECUTION OF LEASE**

The lease must be executed by the tenant and the PHA, except for automatic renewals of a lease [24 CFR 966.4(a)(3)].

A lease is executed at the time of admission for all new residents. A new lease is also executed at the time of transfer from one PHA unit to another.

The lease must state the composition of the household as approved by the PHA (family members and any PHA-approved live-in aide) [24 CFR 966.4(a)(1)(v)]. See Section 8-I.D. for policies regarding changes in family composition during the lease term.

#### HACC Policy

An appointment will be scheduled for the parties to execute the lease. The head of household, spouse or co-head, and all other adult members of the household 18 years or older will be required to sign the public housing lease prior to admission. The head of household will be provided a copy of the executed lease and the HACC will retain a copy in the resident's file.

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 HACC assistance. The live-in aide is only approved to live in the unit while serving as the care attendant for the family member who requires the care. The HACC will not consider a request for or by a live-in-aide to be placed on the lease as a household member at any time.



## **8-I.D. MODIFICATIONS TO THE LEASE**

The lease may be modified at any time by written agreement of the tenant and The PHA [24 CFR 966.4(a)(3)].

### **Modifications to the Lease Form**

The PHA may modify its lease from time to time. However, the PHA must give residents thirty (30) days advance notice of the proposed changes and an opportunity to comment on the changes. The PHA must also consider any comments before formally adopting the new lease [24 CFR 966.3].

After proposed changes have been incorporated into the lease and approved by the Board, each family must be notified at least 30 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)].

#### HACC Policy

The family will have 30 days to accept the new or revised lease. If the family does not accept the offer of the new or revised lease within that 30 day timeframe, the family's tenancy will be terminated for other good cause in accordance with the policies in Chapter 13.

Schedules of special charges and rules and regulations are subject to modification or revision. Because these schedules are incorporated into the lease by reference, residents and resident organizations must be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and must be given an opportunity to present written comments. The notice must be delivered directly or mailed to each tenant; or posted in at least three conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project. Comments must be taken into consideration before any proposed modifications or revisions become effective [24 CFR 966.5].

After the proposed revisions become effective they must be publicly posted in a conspicuous manner in the project office and must be furnished to applicants and tenants on request [24 CFR 966.5].

#### HACC Policy

When the HACC proposes to modify or revise schedules of special charges or rules and regulations, the PHA will post a copy of the notice of proposed modification(s) in the property site management office, and will either hand deliver or a mail a copy of the notice to each resident family. Documentation of proper notice will be included in each resident file.

## Other Modifications

### HACC Policy

The lease will be amended to reflect all changes in family composition.

If, for any reason, any member of the household ceases to reside in the unit, the lease will be amended by drawing a line through the person's name. The head of household and the HACC will be required to initial and date the change.

In accordance with HUD Regulations and Chapter 3 of this ACOP, the HACC must approve an adult addition to the family/household prior to their moving into the unit or being placed on the lease. If a new household member is approved by the HACC to reside in the unit, the person's name and birth date will be added to the lease. The head of household and HACC will be required to initial and date the change. If the new member of the household is an adult, s/he will also be required to sign and date the lease. Failure on the part of the tenant to make a timely request and report a desire to have an adult added to the family/household is a violation of the lease.

The HACC has sole discretion in approving any adult to be added to the tenant household. The following issues will be considered, but will not result in automatic approval:

- Marriage or Civil Union
- Occupancy Standards
- The HACC will not consider adults over 18 years or older who are not spouses or co-heads of the current Head of Household.
- A live-in-aid who has been approved to reside in the unit to care for a household member will never be considered to be placed on the lease.

Policies governing when and how changes in family composition must be reported are contained in Chapter 9, Reexaminations.

### **8-I.E. SECURITY DEPOSITS [24 CFR 966.4(b)(5)]**

At the option of the PHA, the lease may require security deposits. The amount of the security deposit cannot exceed one month's rent or a reasonable fixed amount as determined by the PHA. The PHA may allow for gradual accumulation of the security deposit by the family, or the family may be required to pay the security deposit in full prior to occupancy. Subject to applicable laws, interest earned on security deposits may be refunded to the tenant after vacating the unit, or used for tenant services or activities.

#### HACC Policy

Residents must pay a security deposit to the PHA at the time of admission. The amount of the security deposit will be equal to the family's monthly total tenant payment at the time of move-in or \$100.00, whichever is greater, and must be paid in full prior to occupancy.

The HACC will hold the security deposit for the period the family occupies the unit. HACC will not use the security deposit for rent or other charges while the resident is living in the unit.

Within 30 days of move-out, the HACC will refund to the resident the amount of the security deposit (including any interest earned on the security deposit), less any amount needed to pay the cost of unpaid rent, damages listed on the move-out inspection report that exceed normal wear and tear, and other charges due under the lease.

The HACC will provide the resident with a written list of any charges against the security deposit within 15 calendar days of the move-out inspection. If the resident disagrees with the amount charged, the HACC will provide a meeting to discuss the charges.

If the resident transfers to another unit, the PHA will transfer the security deposit to the new unit. The tenant will be billed for any maintenance or other charges due for the "old" unit. See Chapter 12 for Transfer Policy

## **8-I.F. PAYMENTS UNDER THE LEASE**

### **Rent Payments [24 CFR 966.4(b)(1)]**

Families must pay the amount of the monthly tenant rent determined by the PHA in accordance with HUD regulations and other requirements. The amount of the tenant rent is subject to change in accordance with HUD requirements.

The lease must specify the initial amount of the tenant rent at the beginning of the initial lease term, and the PHA must give written notice stating any change in the amount of tenant rent and when the change is effective.

### HACC Policy

The tenant rent is due and payable at the HACC designated location or by methods approved by the HACC on the first of every month. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

If a family's tenant rent changes, the HACC will notify the family of the new amount and the effective date by sending a "Notice of Rent Adjustment" which will become an addendum to the lease.

### **Late Fees and Nonpayment**

At the option of the PHA, the lease may provide for payment of penalties when the family is late in paying tenant rent [24 CFR 966.4(b)(3)].

The lease must provide that late payment fees are not due and collectible until two weeks after the PHA gives written notice of the charges. The written notice is considered an adverse action, and must meet the requirements governing a notice of adverse action [24 CFR 966.4(b)(4)].

The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right for a hearing under the PHA grievance procedures. The PHA must not take the proposed action until the time for the tenant to request a grievance hearing has expired, or (if a hearing was requested within the required timeframe,) the grievance process has been completed [24 CFR 966.4(e)(8)].

### HACC Policy

If the family fails to pay their rent by the fifth (5<sup>th</sup>) business day of the month, and the HACC has not agreed to accept payment at a later date, a 14 day *Notice to Cease Habitual Late Payment of Rent and/or Notice of Pending Eviction Action for Non-Payment of Rent* will be issued to the resident for failure to pay rent, failure to pay rent on time and/or failure to pay other charges and advising resident of pending eviction action for non-payment of rent.

In addition, if the resident fails to make payment by the end of office hours on the fifth (5<sup>th</sup>) business day of the month, a late fee of \$35.00 will be automatically charged. The late fee will be due and payable 14 days after billing.

If the resident can document financial hardship, the late fee may be waived on a case-by-case basis.

When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and a returned check fee of \$35.00 will be charged to the family. The returned check fee will be due and payable 14 days after billing.

Repeated late payment of rent, which is defined as three (3) late payments of rent within any twelve (12) month period is a material lease violation.

## **Excess Utility Charges**

If the PHA charges the tenant for consumption of excess utilities, the lease must state the basis for the determination of such charges. The imposition of charges for consumption of excess utilities is permissible only if the charges are determined by an individual check meter servicing the leased unit or result from the use of major tenant-supplied appliances [24 CFR 966.4(b)(2)].

Schedules of special charges for utilities that are required to be incorporated in the lease by reference must be publicly posted in a conspicuous manner in the development office and must be furnished to applicants and tenants on request [24 CFR 966.5].

The lease must provide that charges for excess utility consumption are not due and collectible until two weeks after the PHA gives written notice of the charges. The written notice is considered an adverse action, and must meet the requirements governing a notice of adverse action [24 CFR 966.4(b)(4)].

The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right for a hearing under the PHA grievance procedures. The PHA must not take the proposed action until the time for the tenant to request a grievance hearing has expired, or (if a hearing was requested within the required timeframe,) the grievance process has been completed [24 CFR 966.4(e)(8)].

## **HACC Policy**

When applicable, families will be charged for excess utility usage according to the HACC's current posted schedule. Notices of excess utility charges will be mailed monthly and will be in accordance with requirements regarding notices of adverse actions. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the HACC may not take action for nonpayment of the charges until the conclusion of the grievance process.

Nonpayment of excess utility charges is a violation of the lease and is grounds for eviction.

Tenant owned window air conditioners are permitted in the HACC's Mickle, Westfield, and Kennedy Towers properties. The HACC will charge \$40.00 per month for June 1<sup>st</sup> to September 30<sup>th</sup> or each year of occupancy.

The PHA may grant requests for relief from surcharges from excess utility consumption of PHA-furnished utilities as a reasonable accommodation where the PHA deems an exception is appropriate to meet the needs of elderly, ill, or disabled residents. In determining whether to grant this request, the PHA will consider special factors affecting utility usage that are not within the control of the resident, such as the need for medical equipment. Residents may request relief in accordance with Section 2-II.C of this ACOP. The PHA will process such requests in accordance with Section 2-II.E of this ACOP.

Notice of the availability of procedures for requesting relief (including the PHA representative with whom initial contact may be made by the resident) and the PHA's criteria for granting requests, will be included in each notice to residents of changes in utility allowances or surcharges as well as to new residents as part of the lease orientation.

## **Maintenance and Damage Charges**

If the PHA charges the tenant for maintenance and repair beyond normal wear and tear, the lease must state the basis for the determination of such charges [24 CFR 966.4(b)(2)].

Schedules of special charges for services and repairs which are required to be incorporated in the lease by reference must be publicly posted in a conspicuous manner in the development office and must be furnished to applicants and tenants on request [24 CFR 966.5].

The lease must provide that charges for maintenance and repair beyond normal wear and tear are not due and collectible until two weeks after the PHA gives written notice of the charges. The written notice is considered an adverse action, and must meet the requirements governing a notice of adverse action [24 CFR 966.4(b)(4)].

The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right for a hearing under the PHA grievance procedures. The PHA must not take the proposed action until the time for the tenant to request a grievance hearing has expired, or (if a hearing was requested within the required timeframe,) the grievance process has been completed [24 CFR 966.4(e)(8)].

### HACC Policy

When applicable, families will be charged for maintenance and/or damages according to the HACC's current schedule. Work that is not covered in the schedule will be charged based on the actual cost of labor and materials to make needed repairs (including overtime, if applicable).

Notices of maintenance and damage charges will be mailed monthly and will be in accordance with requirements regarding notices of adverse actions. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the HACC may not take action for nonpayment of the charges until the conclusion of the grievance process.

Nonpayment of maintenance and damage charges is a violation of the lease and is grounds for eviction.

The Schedule of Maintenance Charges is provided as an addendum to the HACC lease. The HACC will update the Schedule of Maintenance Charges on an annual basis as may be appropriate.

## **PART II: INSPECTIONS**

### **8-II.A. OVERVIEW**

HUD regulations require the PHA to inspect each dwelling unit prior to move-in, at move-out, and annually during occupancy. In addition, the PHA may require additional inspections, in accordance with PHA Policy. This part contains the PHA's policies governing inspections, notification of unit entry, and inspection results.

### **8-II.B. TYPES OF INSPECTIONS**

#### **Move-In Inspections [24 CFR 966.4(i)]**

The lease must require the PHA and the family to inspect the dwelling unit prior to occupancy in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by the PHA and the resident, must be provided to the tenant and retained in the resident file.

##### HACC Policy

The Head of Household, spouse or co-head must attend the initial move-in inspection and sign the inspection.

The HACC may also photograph the condition of the unit. If there are any repairs or issues that must be addressed in the unit concerning safe or sanitary conditions, the HACC will issue appropriate works order(s) and complete the work in a timely manner.

#### **Move-Out Inspections [24 CFR 966.4(i)]**

The PHA must inspect the unit at the time the resident vacates the unit and must allow the resident to participate in the inspection if he or she wishes, unless the tenant vacates without notice to the PHA. The PHA must provide to the tenant a statement of any charges to be made for maintenance and damage beyond normal wear and tear.

The difference between the condition of the unit 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.

##### HACC Policy

When the HACC has notification from a tenant on the household's intent to move, the HACC will notify the tenant of the date of the move-out inspection and invite the tenant to be present during the inspection. If the departing tenant is not available or responsive, the HACC will proceed with the move-out inspection as scheduled. In other circumstances, (i.e., eviction, skip, death, abandonment) the HACC will perform the move-out inspection based on its schedule without notice to the tenant.

When applicable, the HACC will provide the tenant with a statement of charges to be made for maintenance and damage beyond normal wear and tear, within 15 calendar days of conducting the move-out inspection.



### **Annual Inspections [24 CFR 5.705]**

The PHA is required to inspect all occupied units annually using HUD's Uniform Physical Condition Standards (UPCS). Under the Public Housing Assessment System (PHAS), HUD's physical condition inspections do not relieve the PHA of this responsibility to inspect its units [24 CFR 902.20(d)].

#### HACC Policy

The HACC will conduct Annual Inspections under HUD UPCS standards.

### **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

#### HACC Policy

Supervisory quality control inspections will be conducted in accordance with the HACC's maintenance plan, which includes each property manager setting a schedule for a percentage of work orders and other maintenance work to be reviewed for quality assurance and control.

### **Special Inspections**

#### HACC Policy

The HACC has discretion for its staff to conduct a special inspection for any of the following reasons:

- Housekeeping

- Infestation

- Unit condition

- Suspected lease violation

- Preventive maintenance

- Routine maintenance

- There is reasonable cause to believe an emergency exists

### **Other Inspections**

#### HACC Policy

Building exteriors, grounds, common areas and systems will be inspected in accordance with federal requirements for safety, sanitary conditions, as well as curb appeal of the property. Each Property Manager is responsible for these inspections on a regular basis, but no less than once per month.

## **8-II.C. NOTICE AND SCHEDULING OF INSPECTIONS**

### **Notice of Entry**

#### ***Non-emergency Entries [24 CFR 966.4(j)(1)]***

The PHA may enter the unit, with reasonable advance notification to perform routine inspections and maintenance, make improvements and repairs, or to show the unit for re-leasing. A written statement specifying the purpose of the PHA entry delivered to the dwelling unit at least two days before such entry is considered reasonable advance notification.

#### **HACC Policy**

The HACC will notify the resident in writing at least 48 hours prior to any non-emergency inspection.

For regular annual inspections, the family will receive at least 2 weeks written notice of the inspection to allow the family to prepare the unit for the inspection.

Entry for repairs requested by the family will not require prior notice. Resident-requested repairs presume permission for the HACC to enter the unit.

Work order requests by management do not require notice to the resident.

#### ***Emergency Entries [24 CFR 966.4(j)(2)]***

#### **HACC Policy**

The HACC will may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists. If no adult household member is present at the time of an emergency entry, the HACC will leave a written statement showing the date, time and purpose of the entry prior to leaving the dwelling unit.

### **Scheduling of Inspections**

#### **HACC Policy**

Inspections will be conducted during business hours. If a family needs to reschedule an inspection, they must notify the HACC at least 24 hours prior to the scheduled inspection. The HACC has the right with proper notification to enter the unit when a resident is not present for a required inspection.

### **Attendance at Inspections**

Residents are required to be present for move-in inspections [24 CFR 966.4(i)]. There is no such requirement for other types of inspections.

#### **HACC Policy**

Except at move-in inspections, the resident is not required to be present for the inspection. The resident may attend the inspection if he or she wishes.

If no one is at home, the inspector will enter the unit and conduct the inspection. The HACC will notify the resident of the results of the inspection, depending on the type of inspection conducted.

## **8-II.D. INSPECTION RESULTS**

The PHA is obligated to maintain dwelling units and the project in decent, safe and sanitary condition and to make necessary repairs to dwelling units [24 CFR 966.4(e)].

### **Emergency Repairs [24 CFR 966.4(h)]**

If the unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, the tenant must immediately notify the PHA of the damage, and the PHA must make repairs within a reasonable time frame.

If the damage was caused by a household member or guest, the PHA must charge the family for the reasonable cost of repairs. The PHA may also take lease enforcement action against the family.

If the PHA cannot make repairs quickly, the PHA must offer the family standard alternative accommodations. If the PHA can neither repair the defect within a reasonable time frame nor offer alternative housing, rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling. Rent shall not be abated if the damage was caused by a household member or guest, or if the resident rejects the alternative accommodations.

### HACC Policy

When conditions in the unit are hazardous to life, health, or safety, the PHA will make repairs or otherwise abate the situation within 24 hours.

Defects hazardous to life, health or safety include, but are not limited to, the following:

- Any condition that jeopardizes the security of the unit

- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling

- Natural or LP gas or fuel oil leaks

- Any electrical problem or condition that could result in shock or fire

- Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit

- Utilities not in service, including no running hot water

- Conditions that present the imminent possibility of injury

- Obstacles that prevent safe entrance or exit from the unit

- Absence of a functioning toilet in the unit

- Inoperable smoke detectors

- Inoperable carbon monoxide detectors

## **Non-emergency Repairs**

### HACC Policy

The HACC will correct non-life threatening health and safety defects within 20 calendar days of the inspection date. If the HACC is unable to make repairs within that period due to circumstances beyond the HACC's control (e.g. required parts or services are not available, weather conditions, etc.) the HACC will notify the family of an estimated date of completion.

The family must allow the HACC access to the unit to make repairs.

## **Resident-Caused Damages**

### HACC Policy

Damages to the unit beyond wear and tear will be billed to the tenant in accordance with the policies in 8-I.G., Maintenance and Damage Charges.

Repeated or excessive damages to the unit beyond normal wear and tear will be considered a serious or repeated violation of the lease.

## ***Housekeeping***

### HACC Policy

Residents whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the unit are in violation of the lease. In these instances, the HACC will provide proper notice of a lease violation.

A re-inspection will be conducted within 15 calendar days of the notice to confirm that the resident has complied with the requirement to abate the problem. Failure to abate the problem or allow for a re-inspection is considered a violation of the lease and may result in termination of tenancy in accordance with Chapter 13.

Notices of lease violation will also be issued to residents who purposely disengage the unit's smoke detector and/or carbon monoxide detector. Residents will be charged \$25.00 for each missing detector and/or missing batteries. Only one warning will be given. A second incidence will result in lease termination.

## Chapter 9

### REEXAMINATIONS

[24 CFR 960.257, 960.259, 966.4]

#### INTRODUCTION

The PHA is required to monitor each family's income and composition over time, and to adjust the family's rent accordingly. PHAs must adopt policies concerning the conduct of annual and interim reexaminations that are consistent with regulatory requirements, and must conduct reexaminations in accordance with such policies [24 CFR 960.257(c)].

The frequency with which the PHA must reexamine income for a family depends on whether the family pays income-based or flat rent. HUD requires the PHA to offer all families the choice of paying income-based rent or flat rent at least annually. The PHA's policies for offering families a choice of rents are located in Chapter 6.

This chapter discusses both annual and interim reexaminations.

Part I: Annual Reexaminations for Families Paying Income Based Rents. This part discusses the requirements for annual reexamination of income and family composition. Full reexaminations are conducted at least once a year for families paying income-based rents.

Part II: Reexaminations for Families Paying Flat Rents. This part contains the PHA's policies for conducting full reexaminations of family income and composition for families paying flat rents. These full reexaminations are conducted at least once every 3 years. This part also contains the PHA's policies for conducting annual updates of family composition for flat rent families.

Part III: Interim Reexaminations. This part includes HUD requirements and PHA policies related to when a family may and must report changes that occur between annual reexaminations.

Part IV: Recalculating Tenant Rent. After gathering and verifying required information for an annual or interim reexamination, the PHA must recalculate the tenant rent. While the basic policies that govern these calculations are provided in Chapter 6, this part lays out policies that affect these calculations during a reexamination.

Policies governing reasonable accommodation, family privacy, required family cooperation and program abuse, as described elsewhere in this ACOP, apply to annual and interim reexaminations.

## **PART I: ANNUAL REEXAMINATIONS FOR FAMILIES PAYING INCOME BASED RENTS [24 CFR 960.257]**

### **9-I.A. OVERVIEW**

For those families who choose to pay income-based rent, the PHA must conduct a reexamination of income and family composition at least annually [24 CFR 960.257(a)(1)]. For families who choose flat rents, the PHA must conduct a reexamination of family composition at least annually, and must conduct a reexamination of family income at least once every 3 years [24 CFR 960.257(a)(2)]. Policies related to the reexamination process for families paying flat rent are located in Part II of this chapter.

For all residents of public housing, whether those residents are paying income-based or flat rents, the PHA must conduct an annual review of community service requirement compliance. This annual reexamination is also a good time to have residents sign consent forms for criminal background checks in case the criminal history of a resident is needed at some point to determine the need for lease enforcement or eviction.

The PHA is required to obtain information needed to conduct reexaminations. How that information will be collected is left to the discretion of the PHA. Families are required to provide current and accurate information on income, assets, allowances and deductions, family composition and community service compliance as part of the reexamination process [24 CFR 960.259].

This part contains the PHA's policies for conducting annual reexaminations.

### **9-I.B. SCHEDULING ANNUAL REEXAMINATIONS**

The PHA must establish a policy to ensure that the annual reexamination for each family paying an income-based rent is completed within a 12 month period [24 CFR 960.257(a)(1)].

#### HACC Policy

Generally, HACC will schedule annual reexaminations to coincide with the family's anniversary date. HACC will begin the annual reexamination process approximately 90 days in advance of the scheduled effective date.

*Anniversary date* is defined as 12 months from the effective date of the family's last annual reexamination or, during a family's first year in the program, from the effective date of the family's initial examination (admission).

If the family transfers to a new unit, HACC will perform an interim reexamination, and the anniversary date will remain the same.

HACC may also schedule an annual reexamination for completion prior to the anniversary date for administrative purposes.

## **Notification of and Participation in the Annual Reexamination Process**

The PHA is required to obtain information needed to conduct annual reexaminations. How that information will be collected is left to the discretion of the PHA.

### HACC Policy

Families generally are required to participate in an annual reexamination interview, which must be attended by the head of household, spouse, or co-head and adult household members 18 and older. If participation in an in-person interview poses a hardship because of a family member's disability, the family should contact HACC to request a reasonable accommodation.

Notification of annual reexamination interviews will be sent by first-class mail and will contain the date, time, and location of the interview. In addition, it will inform the family of the information and documentation that must be brought to the interview. These interviews should be scheduled in the 90 to 60 day window prior to the anniversary date.

If the family is unable to attend a scheduled interview, the family should contact HACC in advance of the interview to schedule a new appointment. In all circumstances, if a family does not attend the scheduled interview HACC will send a second notification with a new interview appointment time within a 60 to 50 day window of the anniversary date.

If a family fails to attend two scheduled interviews without HACC approval, the family will be in violation of their lease and may be terminated or a 30 day notice issued indicating the rent is the flat rent for the unit, in accordance with the policies in Chapter 13.

An advocate, interpreter, or other assistant may assist the family in the interview process.

When a family/household failed to attend either of the two scheduled interviews without notification from the family/household and HACC written approval, HACC will notify the family/household that the family/household is in non-compliance with the reexamination requirements of the lease and give 30 days notice of an increase in the tenant payment to the Flat Market Rent for the unit.

## 9-I.C. CONDUCTING ANNUAL REEXAMINATIONS

The terms of the public housing lease require the family to furnish information necessary for the redetermination of rent and family composition [24 CFR 966.4(c)(2)].

### HACC Policy

HACC will access the HUD/EIV System prior to the scheduled interview with the family on a reexamination.

Families will be asked to bring all required information (as described in the reexamination notice) to the reexamination appointment. The required information will include a HACC-designated reexamination form, an Authorization for the Release of Information/Privacy Act Notice, as well as supporting documentation related to the family's income, expenses, and family composition. HUD Release of Information HUD 9886 must be signed by all adult family/household members.

Any required documents or information that the family is unable to provide at the time of the interview must be provided within 10 business days of the interview. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension. An extension of 15 calendar days will be given by HACC.

If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be in violation of their lease and may be terminated in accordance with the policies in Chapter 13.

The information provided by the family generally must be verified in accordance with the policies in Chapter 7. Unless the family reports a change, or the agency has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified on an annual basis. These include:

- Legal identity
- Age
- Social security numbers
- A person's disability status Citizenship or immigration status



### **Change in Unit Size**

Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. HACC may use the results of the interim or annual reexamination to require the family to move to an appropriate size unit [24 CFR 960.257(a)(4)]. Policies related to such transfers are located in Chapter 12.

### **Criminal Background Checks**

Information obtained through criminal background checks may be used for lease enforcement and eviction [24 CFR 5.903(e)(1)(ii)]. Criminal background checks of residents will be conducted in accordance with the policy in Section 13-IV.B.

#### HACC Policy

Each household member age 18 and over will be required to execute a consent form for a criminal background check as part of the annual reexamination process.

### **Compliance with Community Service**

For families who include nonexempt individuals, HACC must determine compliance with community service requirements once each 12 months [24 CFR 960.257(a)(3)].

See Chapter 11 for the PHA's policies governing compliance with the community service requirement.

## 9-I.E. EFFECTIVE DATES

As part of the annual reexamination process, the PHA must make appropriate adjustments in the rent after consultation with the family and upon verification of the information [24 CFR 960.257(a)(1)].

### HACC Policy

In general, an *increase* in the tenant rent that results from an annual reexamination will take effect on the family's anniversary date, and the family will be notified at least 30 days in advance.

If less than 30 days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.

If HACC chooses to schedule an annual reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by HACC, but will always allow for the 30-day notice period.

If the family causes a delay in processing the annual reexamination, *increases* in the family share of the rent will be applied retroactively, to the scheduled effective date of the annual reexamination. The family will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with the policies in Chapter 16.

In general, a *decrease* in the tenant rent that results from an annual reexamination will take effect on the family's anniversary date.

If HACC chooses to schedule an annual reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by HACC.

If the family causes a delay in processing the annual reexamination, *decreases* in the family share of the rent will be applied prospectively, from the first day of the month following completion of the reexamination processing.

Delays in reexamination processing are considered to be caused by the family if the family fails to provide information requested by HACC by the date specified, and this delay prevents HACC from completing the reexamination as scheduled.

## **PART II: REEXAMINATIONS FOR FAMILIES PAYING FLAT RENTS**

### **[24 CFR 960.257(2)]**

#### **9-II.A. OVERVIEW**

HUD requires that the PHA offer all families the choice of paying income-based rent or flat rent at least annually. The PHA's policies for offering families a choice of rents are located in Chapter 6.

For families who choose flat rents, the PHA must conduct a reexamination of family composition at least annually, and must conduct a reexamination of family income at least once every 3 years [24 CFR 960.257(a)(2)]. The PHA is only required to provide the amount of income-based rent the family might pay in those years that the PHA conducts a full reexamination of income and family composition, or upon request of the family after the family submits updated income information [24 CFR 960.253(e)(2)].

As it does for families that pay income-based rent, on an annual basis, the PHA must also review community service compliance and should have each adult resident consent to a criminal background check.

This part contains the PHA's policies for conducting reexaminations of families who choose to pay flat rents.

#### **9-II.B. FULL REEXAMINATION OF FAMILY INCOME AND COMPOSITION**

##### **Frequency of Reexamination**

###### HACC Policy

For families paying flat rents, HACC will conduct a full reexamination once every 3 years.

##### **Reexamination Policies**

###### HACC Policy

In conducting full reexaminations for families paying flat rents, HACC will follow the policies used for the annual reexamination of families paying income-based rent as set forth in Sections 9-I.B through 9-I.D above.

## **9-II.C. REEXAMINATION OF FAMILY COMPOSITION (“ANNUAL UPDATE”)**

As noted above, full reexaminations are conducted every 3 years for families paying flat rents. In the years between full reexaminations, regulations require the PHA to conduct a reexamination of family composition (“annual update”) [24 CFR 960.257(a)(2)].

The annual update process is similar to the annual reexamination process, except that the PHA does not collect information about the family’s income and expenses, and the family’s rent is not recalculated following an annual update.

### **Scheduling**

The PHA must establish a policy to ensure that the reexamination of family composition for families choosing to pay the flat rent is completed at least annually [24 CFR 960.257(a)(2)].

#### HACC Policy

For families paying flat rents, annual updates will be conducted every year following the full reexamination.

In scheduling the annual update, HACC will follow the policy used for scheduling the annual reexamination of families paying income-based rent as set forth in Section 9-I.B. above.

### **Conducting Annual Updates**

The terms of the public housing lease require the family to furnish information necessary for the redetermination of rent and family composition [24 CFR 966.4(c)(2)].

#### HACC Policy

Generally, the family will not be required to attend an interview for an annual update. However, if HACC determines that an interview is warranted, the family may be required to attend.

Notification of the annual update will be sent by first-class mail and will inform the family of the information and documentation that must be provided to HACC. The family will have 15 calendar days to submit the required information to HACC. If the family is unable to obtain the information or documents within the required time frame, the family may request an extension. HACC will provide for 5 business day extension. HACC will accept required documentation by mail, by fax, or in person.

If the family’s submission is incomplete, or the family does not submit the information in the required time frame, HACC will send a second written notice to the family. The family will have 10 business days from the date of the second notice to provide the missing information or documentation to the PHA.

If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be in violation of their lease and may be terminated in accordance with the policies in Chapter 13.

### ***Change in Unit Size***

Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. The PHA may use the results of the annual update to require the family to move to an appropriate size unit [24 CFR 960.257(a)(4)]. Policies related to such transfers are located in Chapter 12.

### ***Criminal Background Checks***

Information obtained through criminal background checks may be used for lease enforcement and eviction [24 CFR 5.903(e)]. Criminal background checks of residents will be conducted in accordance with the policy in Section 13-IV.B.

#### **HACC Policy**

Each household member age 18 and over will be required to execute a consent form for criminal background check as part of the annual update process.

### ***Compliance with Community Service***

For families who include nonexempt individuals, HACC must determine compliance with community service requirements once each 12 months [24 CFR 960.257(a)(3)].

See Chapter 11 for the PHA's policies governing compliance with the community service requirement.

## **PART III: INTERIM REEXAMINATIONS [24 CFR 960.257; 24 CFR 966.4]**

### **9-III.A. OVERVIEW**

Family circumstances may change throughout the period between annual reexaminations. HUD and PHA policies dictate what kinds of information about changes in family circumstances must be reported, and under what circumstances the PHA must process interim reexaminations to reflect those changes. HUD regulations also permit the PHA to conduct interim reexaminations of income or family composition at any time.

In addition to specifying what information the family must report, HUD regulations permit the family to request an interim determination if other aspects of the family's income or composition change. The PHA must complete the interim reexamination within a reasonable time after the family's request.

This part includes HUD and PHA policies describing what changes families are required to report, what changes families may choose to report, and how the PHA will process both PHA- and family-initiated interim reexaminations.

### **9-III.B. CHANGES IN FAMILY AND HOUSEHOLD COMPOSITION**

The PHA must adopt policies prescribing when and under what conditions the family must report changes in family composition. However, due to provisions of the public housing lease, the PHA has limited discretion in this area.

Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. Policies related to such transfers are located in Chapter 12.

#### HACC Policy

All families, those paying income-based rent as well as flat rent, must report all changes in family or proposed family/household composition that occurs between annual reexaminations (or annual updates).

HACC will conduct interim reexaminations to account for any changes in household composition that occur between annual reexaminations.

#### **New Family Members Not Requiring Approval**

The addition of a family member as a result of birth, adoption, or court-awarded custody does not require PHA approval. However, the family is required to promptly notify the PHA of the addition [24 CFR 966.4(a)(1)(v)].

#### HACC Policy

The family must inform HACC of the birth, adoption or court-awarded custody of a child within 15 calendar days.

## **New Family and Household Members Requiring Approval**

With the exception of children who join the family as a result of birth, adoption, or court-awarded custody, a family must request PHA approval to add a new family member [24 CFR 966.4(a)(1)(v)] or other household member (live-in aide or foster child) [24 CFR 966.4(d)(3)].

The PHA may adopt reasonable policies concerning residence by a foster child or a live-in aide, and defining the circumstances in which PHA consent will be given or denied. Under such policies, the factors considered by the PHA may include [24 CFR 966.4(d)(3)(i)]:

- Whether the addition of a new occupant may necessitate a transfer of the family to another unit, and whether such units are available;
- The PHA's obligation to make reasonable accommodation for handicapped persons.

### HACC Policy

Families must request HACC approval prior to adding a new family member, foster child, or foster adult. This includes any person not on the lease who is expected to stay in the unit for more than 14 consecutive days or a total of 30 cumulative calendar days during any 12 month period, and therefore no longer qualifies as a "guest." Requests must be made in writing and approved by HACC prior to the individual moving into the unit.

HACC will not approve the addition of new family or household members other than by birth, adoption, court-awarded custody, or a marriage considered legal in the State of New Jersey or other States, if it will require the family to transfer to a larger size unit (under the transfer policy in Chapter 12), unless the family can demonstrate that there are medical needs or other extenuating circumstances, including reasonable accommodation, that should be considered by HACC. Exceptions will be made on a case-by-case basis.

HACC will not approve the addition of a new family or household member unless the individual meets HACC's eligibility criteria (see Chapter 3). This includes an adult where the request is made due to legal marriage.

If HACC determines that an individual does not meet HACC's eligibility criteria as defined in Chapter 3, HACC will notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

HACC will make its determination within 15 calendar days of receiving all information required to verify the individual's eligibility.

HACC must verify both the disability and the nexus of disability and the request for the approval of a "Live-in-aide" prior to the permitting a live-in-aide to be present in the unit. Federal regulations require these verifications, and also require that a live-in-aide be provided a separate bedroom within the unit. In addition, live-in-aids must be screened for drug and criminal activity, not owe the HACC or other Federally assisted housing agency monies, and have not been previously evicted from assisted housing. Initial occupancy will require the live-in-aide to be approved by the HACC prior to providing the addition bedroom in the unit.

## **Departure of a Family or Household Member**

### HACC Policy

If a family member ceases to reside in the unit, the family must inform HACC within 15 calendar days. This requirement also applies to family members who had been considered temporarily absent, who are now permanently absent.

If a live-in aide, foster child, or foster adult ceases to reside in the unit, the family must inform HACC within 15 calendar days.

### 9-III.C. CHANGES AFFECTING INCOME OR EXPENSES

Interim reexaminations can be scheduled either because the PHA has reason to believe that changes in income or expenses may have occurred, or because the family reports a change. When a family reports a change, the PHA may take different actions depending on whether the family reported the change voluntarily, or because it was required to do so.

#### HACC Policy

This section only applies to families paying income-based rent. Families paying flat rent are not required to report changes in income or expenses.

#### **PHA-initiated Interim Reexaminations**

PHA-initiated interim reexaminations are those that are scheduled based on circumstances or criteria defined by the PHA. They are not scheduled because of changes reported by the family.

#### HACC Policy

HACC will conduct interim reexaminations in each of the following instances:

For families receiving the Earned Income Disallowance (EID), HACC will conduct an interim reexamination at the start, to adjust the exclusion with any changes in income, and at the conclusion of the 24-month eligibility period (50 percent phase-in period).

In rare cases where all methods of verification, including quarterly checks of HUD/EIV, and the Zero Income Form produce a Zero income, HACC will conduct an interim reexamination every 3 months as long as the family continues to report that they have no income and no income can be verified by methods identified previously and the Verification Chapter of this document.

If at the time of the annual reexamination, there are families/households with income that is seasonal or cyclic income, HACC will use the following methods to determine to the best of their ability anticipated income for the coming 12 months.

(1) Seasonal or cyclical income will be annualized and rent based on the annualized amount. HACC will clearly explain this method to the family/household.

Example: Bill is a school bus driver who earns \$900 per month for 10 months per year and no income for 2 months per year.  $10 \times \$900 = \$9,000$  and  $2 \times \$0 = \$0$ .

Annual income for Bill is \$9,000 divided by 12 = \$750 per month or Monthly Annual Income.

However, Bill will be expected to pay his TTP based on the annualized figure each month, including the months he states he has no income. This eliminates the administrative cost and burden of conducting an interim.

Effective: January 31, 2010

(2) Income that is challenging to anticipate, such as, non-consistent child support, odd jobs, etc., HACC can take a historical view of the average income from the previous 12 months and use that figure to determine Annual Income for the rent calculation period.

In the case of method (2), HACC will consider a rent adjustment request from the resident based on documentation and verification that clearly indicates a reduction from the average previous income used for Annual Income.

If at the time of the annual reexamination, tenant-provided documents were used on a provisional basis due to the lack of third-party verification, and third-party verification



becomes available, HACC will conduct an interim reexamination to determine if a retroactive rent adjustment is required.

HACC may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint.

### **Family-Initiated Interim Reexaminations**

The PHA must adopt policies prescribing when and under what conditions the family must report changes in family income or expenses [24 CFR 960.257(c)]. In addition, HUD regulations require that the family be permitted to obtain an interim reexamination any time the family has experienced a change in circumstances since the last determination [24 CFR 960.257(b)].

### ***Required Reporting***

HUD regulations give the PHA the freedom to determine the circumstances under which families will be required to report changes affecting income.

#### HACC Policy

Families are required to report all increases in income, earned and unearned, new employment, within 15 calendar days of the date the change takes effect.

HACC will determine if the increase in income or new employment income produces an increase of \$100 per month. If the increase or new employment income is less than \$100 per month, an interim will not be processed. If the increase in income or new employment exceeds \$100 per month, an interim rent adjustment will be processed. In addition, HACC will determine if the increase in income or new employment of the family/household qualifies a member for the Earned Income Disallowance. If that is the case, the HACC will process an initial EID qualification.

Families are required to report any other changes in income from other sources, such as, applying for welfare, unemployment, workmen's compensation, child support, etc. Residents may, at their initiative, request an interim when expenses related to federal deductions increase, such as, child care, medical, etc.

### ***Optional Reporting***

The family may request an interim reexamination any time the family has experienced a change in circumstances since the last determination [24 CFR 960.257(b)]. The PHA must process the request if the family reports a change that will result in a reduced family income [PH Occ. GB, p. 159].

If a family reports a decrease in income from the loss of welfare benefits due to fraud or non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program, the family's share of the rent will not be reduced [24 CFR 5.615]. For more information regarding the requirement to impute welfare income see Chapter 6.

#### HACC Policy

Families may report changes in income or expenses at any time. However, depending on circumstances, HACC will follow determinations as outlined in this ACOP.

## 9-III.D. PROCESSING THE INTERIM REEXAMINATION

### Method of Reporting

#### HACC Policy

The family must notify the HACC of changes in writing. HACC may provide a basic form or the resident to complete available at the property office.

Generally, the family will not be required to attend an interview for an interim reexamination. However, if HACC determines that an interview is warranted, the family may be required to attend.

Based on the type of change reported, HACC will determine the documentation the family will be required to submit. The family must submit any required information or documents within 15 calendar days of receiving a request from HACC. This time frame may be extended for good cause with HACC approval. HACC will accept required documentation by mail, by fax, or in person.

### Effective Dates

The PHA must make the interim reexamination within a reasonable time after the family request [24 CFR 960.257(b)].

#### HACC Policy

If the family share of the rent is to *increase*:

The increase generally will be effective on the first of the month following 30 days' notice to the family.

If a family fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with the policies in Chapter 16.

If the family share of the rent is to *decrease*:

The decrease will be effective on the first day of the month following the month in which the change was reported if all verification and documentation supports the request, or 30 days from the time of reporting and verifications are completed. This permits HACC to conduct and process the administrative verifications required.

## **PART IV: RECALCULATING TENANT RENT**

### **9-IV.A. OVERVIEW**

For those families paying income-based rent, the PHA must recalculate the rent amount based on the income information received during the reexamination process and notify the family of the changes [24 CFR 966.4, 960.257]. While the basic policies that govern these calculations are provided in Chapter 6, this part lays out policies that affect these calculations during a reexamination.

### **9-IV.B. CHANGES IN UTILITY ALLOWANCES [24 CFR 965.507, 24 CFR 966.4]**

The tenant rent calculations must reflect any changes in the PHA's utility allowance schedule [24 CFR 960.253(c)(3)]. Chapter 16 discusses how utility allowance schedules are established.

#### HACC Policy

Unless HACC is required to revise utility allowances retroactively, revised utility allowances will be applied to a family's rent calculations at the first annual reexamination after the allowance is adopted.

### **9-IV.C. NOTIFICATION OF NEW TENANT RENT**

The public housing lease requires the PHA to give the tenant written notice stating any change in the amount of tenant rent, and when the change is effective [24 CFR 966.4(b)(1)(ii)].

When the PHA re-determines the amount of rent (Total Tenant Payment or Tenant Rent) payable by the tenant, not including determination of PHA schedule of Utility Allowances for families in PHA's Public Housing Program, or determines that the tenant must transfer to another unit based on family composition, the PHA must notify the tenant that the tenant may ask for an explanation stating the specific grounds of the PHA determination, and that if the tenant does not agree with the determination, the tenant shall have the right to request a hearing under the PHA's grievance procedure [24 CFR 966.4(c)(4)].

#### HACC Policy

The notice to the family will include the annual and adjusted income amounts that were used to calculate the tenant rent.

### **9-IV.D. DISCREPANCIES**

#### HACC POLICY

During an annual or interim reexamination, HACC may discover that information previously reported by the family was in error, or that the family intentionally misrepresented information. In addition, HACC may discover errors made by HACC. When errors resulting in the overpayment or underpayment of rent are discovered, corrections will be made in accordance with the policies in Chapter 15.



## Chapter 10

### PETS

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

#### INTRODUCTION

This chapter explains the PHA'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 the PHA to provide a decent, safe and sanitary living environment for all tenants, and to protect and preserve the physical condition of the property, as well as the financial interest of the PHA.

The chapter is organized as follows:

Part I: Assistance Animals. This part explains the difference between assistance animals and pets and contains policies related to the designation of an assistance animal as well as their care and handling.

Part II: Pet policies for all developments. This part includes pet policies that are common to both elderly/disabled developments and general occupancy developments.

Part III: Pet deposits and fees for elderly/disabled developments. This part contains policies for pet deposits and fees that are applicable to elderly/disabled developments.

Part IV: Pet deposits and fees for general occupancy developments. This part contains policies for pet deposits and fees that are applicable to general occupancy developments.

## **PART I: ASSISTANCE ANIMALS**

[Section 504; Fair Housing Act (42 U.S.C.); 24 CFR 5.303]

### **10-I.A. OVERVIEW**

This part discusses situations under which permission for an assistance animal may be denied, and also establishes standards for the care of assistance animals.

Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals – often referred to as “service animals,” “assistive animals,” “support animals,” or “therapy animals” – perform many disability-related functions, including but not limited to the following:

- Guiding individuals who are blind or have low vision
- Alerting individuals who are deaf or hearing impaired
- Providing minimal protection or rescue assistance
- Pulling a wheelchair
- Fetching items
- Alerting persons to impending seizures
- Providing emotional support to persons with disabilities who have a disability-related need for such support

Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus, are not subject to the PHA's pet policies described in Parts II through IV of this chapter [24 CFR 5.303; 960.705].

## 10-1.B. APPROVAL OF ASSISTANCE ANIMALS

A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal [PH Occ GB, p. 179].

A PHA may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed by the person with the disability [PH Occ GB, p. 178].

A PHA's refusal to permit persons with a disability to use and live with an assistance animal that is needed to assist them, would violate Section 504 of the Rehabilitation Act and the Fair Housing Act unless [PH Occ GB, p. 179]:

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation
- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others

PHAs have the authority to regulate assistance animals under applicable federal, state, and local law [24 CFR 5.303(b)(3); 960.705(b)(3)].

### HACC Policy

For an animal to be excluded from the pet policy and be considered an assistance animal, there must be a person with disabilities in the household, and the family must request and HACC approve a reasonable accommodation in accordance with the policies contained in Chapter 2.

## **10-I.C. CARE AND HANDLING**

HUD regulations do not affect any authority a PHA may have to regulate assistance animals under federal, state, and local law [24 CFR 5.303; 24 CFR 960.705].

### **HACC Policy**

Residents must care for assistance animals in a manner that complies with state and local laws, including anti-cruelty laws.

Residents must ensure that assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other residents.

When a resident's care or handling of an assistance animal violates these policies, HACC will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If HACC determines that no such accommodation can be made, HACC may withdraw the approval of a particular assistance animal.

HACC will hold their resident responsible for all lease provisions, unless there is some addition reasonable accommodation that is requested and approved.



## **PART II: PET POLICIES FOR ALL DEVELOPMENTS**

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

### **10-II.A. OVERVIEW**

The purpose of a pet policy is to establish clear guidelines for ownership of pets and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets. This part contains pet policies that apply to all developments.

### **10-II.B. MANAGEMENT APPROVAL OF PETS**

#### **Registration of Pets**

PHAs may require registration of the pet with the PHA [24 CFR 960.707(b)(5)].

#### HACC Policy

Pets must be registered with HACC before they are brought onto the premises.

Registration includes documentation signed by a licensed veterinarian or state/local authority that the pet has received all inoculations required by state or local law, and that the pet has no communicable disease(s) and is pest-free. This registration must be renewed annually and will be coordinated with the annual reexamination date.

Pets will not be approved to reside in a unit until completion of the registration requirements.

## **Refusal to Register Pets**

### HACC Policy

HACC will refuse to register a pet if:

- The pet is not *a common household pet* as defined in Section 10-II.C below
- Keeping the pet would violate any pet restrictions listed in this policy
- The pet owner fails to provide complete pet registration information, or fails to update the registration annually
- The applicant has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order
- HACC reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

If HACC refuses to register a pet, a written notification will be sent to the pet owner within 10 business days of HACC's decision. The notice will state the reason "refusal to register a pet" and will inform the family of their right to appeal the decision in accordance with HACC's grievance procedures.

## **Pet Agreement**

### HACC Policy

Residents who have been approved to have a pet must enter into a pet agreement with HACC, or the approval of the pet will be withdrawn.

The pet agreement is the resident's certification that he or she has received a copy of HACC's pet policy and applicable house rules, that he or she has read the policies and/or rules, understands them, and agrees to comply with them.

The resident further certifies by signing the pet agreement that he or she understands that noncompliance with HACC's pet policy and applicable house rules may result in the withdrawal of HACC approval of the pet or termination of tenancy.

## **10-II.C. STANDARDS FOR PETS [24 CFR 5.318; 960.707(b)]**

PHAs may establish reasonable requirements related to pet ownership including, but not limited to:

- Limitations on the number of animals in a unit, based on unit size
- Prohibitions on types of animals that the PHA classifies as dangerous, provided that such classifications are consistent with applicable state and local law
- Prohibitions on individual animals, based on certain factors, including the size and weight of the animal
- Requiring pet owners to have their pets spayed or neutered

PHA's may not require pet owners to have any pet's vocal cords removed.

### **Definition of "Common Household Pet"**

There is no regulatory definition of common household pet for public housing programs, although the regulations for pet ownership in both elderly/disabled and general occupancy developments use the term. The regulations for pet ownership in elderly/disabled developments expressly authorize PHAs to define the term [24 CFR 5.306(2)].

#### HACC Policy

*Common household pet* means a domesticated animal, such as a dog, cat, bird, or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes.

The following animals are not considered common household pets:

Reptiles

Rodents

Insects

Arachnids

Wild animals or feral animals

Pot-bellied pigs

Animals used for commercial breeding

Farm Animals, including but not limited to: chickens, roosters, geese, pigs, etc.

Exotic animals and reptiles

## **Pet Restrictions**

### HACC Policy

The following animals are not permitted:

Any animal whose adult weight will exceed 20 pounds

Dogs of the Pit Bull, Rottweiler, Chow, or Boxer breeds, Doberman Pinchers, and German Shepherds

Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations

Any animal not permitted under state or local law or code

## **Number of Pets**

### HACC Policy

Residents may own a maximum of 2 pets, only 1 of which may be a dog.

In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 10 gallons. Such a tank or aquarium will be counted as 1 pet.

## **Other Requirements**

### HACC Policy

Dogs and cats must be spayed or neutered at the time of registration or, in the case of underage animals, within 30 days of the pet reaching 6 months of age. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary.

Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident's annual reexamination.

## **10-IL.D. PET RULES**

Pet owners must maintain pets responsibly, in accordance with PHA policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations [24 CFR 5.315; 24 CFR 960.707(a)].

### **Pet Area Restrictions**

#### HACC Policy

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.

Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

Pet owners are not permitted to exercise pets or permit pets to deposit waste on project premises outside of the areas designated for such purposes.

### **Designated Pet/No-Pet Areas [24 CFR 5.318(g), PH Occ. GB, p. 182]**

PHAs may designate buildings, floors of buildings, or sections of buildings as no-pet areas where pets generally may not be permitted. Pet rules may also designate buildings, floors of building, or sections of building for residency by pet-owning tenants.

PHAs may direct initial tenant moves as may be necessary to establish pet and no-pet areas. The PHA may not refuse to admit, or delay admission of, an applicant on the grounds that the applicant's admission would violate a pet or no-pet area. The PHA may adjust the pet and no-pet areas or may direct such additional moves as may be necessary to accommodate such applicants for tenancy or to meet the changing needs of the existing tenants.

PHAs may not designate an entire development as a no-pet area, since regulations permit residents to own pets.

#### HACC Policy

With the exception of common areas as described in the previous policy, HACC has not designated any buildings, floors of buildings, or sections of buildings as no-pet areas. In addition, HACC has not designated any buildings, floors of buildings, or sections of buildings for residency of pet-owning tenants.

## **Cleanliness**

### HACC Policy

- The pet owner shall be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of it in a trash container.
- The pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.
- Litter box requirements:
- Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner.
- Litter shall not be disposed of by being flushed through a toilet.
- Litter boxes shall be kept inside the resident's dwelling unit.

## **Alterations to Unit**

### HACC Policy

- Pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal.
- Installation of pet doors is prohibited.

## **Noise**

### HACC Policy

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

## **Pet Care**

### HACC Policy

- Each pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.
- Each pet owner shall be responsible for appropriately training and caring for his/her pet to ensure that the pet is not a nuisance or danger to other residents and does not damage HACC property.
- No animals may be tethered or chained inside or outside the dwelling unit at any time.

## **Responsible Parties**

### HACC Policy

The pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

A resident who cares for another resident's pet must notify HACC and sign a statement that they agree to abide by all of the pet rules.

## **Pets Temporarily on the Premises**

### HACC Policy

Pets that are not owned by a tenant are not allowed on the premises. Residents are prohibited from feeding or harboring stray animals.

This rule does not apply to visiting pet programs sponsored by a humane society or other non-profit organizations, and approved by HACC.

## **Pet Rule Violations**

### HACC Policy

All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement.

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, written notice will be served.

The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

That the pet owner has 15 calendar days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation

That the pet owner is entitled to be accompanied by another person of his or her choice at the meeting

That the pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy

## **Notice for Pet Removal**

### HACC Policy

If the pet owner and HACC are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by HACC, HACC may serve notice to remove the pet.

The notice will contain:

- A brief statement of the factual basis for HACC's determination of the pet rule that has been violated

- The requirement that the resident /pet owner must remove the pet within 15 calendar days of the notice. Failure of the resident/household to do so, HACC will take appropriate action with appropriate authorities to remove the pet.

- A statement that failure to remove the pet may result in the initiation of eviction procedures

## **Pet Removal**

### HACC Policy

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the pet owner.

If the responsible party is unwilling or unable to care for the pet, or if HACC after reasonable efforts cannot contact the responsible party, HACC may contact the appropriate state or local agency and request the removal of the pet.

## **Termination of Tenancy**

### HACC Policy

HACC may initiate procedures for termination of tenancy (eviction) based on a pet rule violation if:

- The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified

- The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease



## **Emergencies**

### HACC Policy

HACC will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals.

If it is necessary for HACC to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

## **PART III: PET DEPOSITS AND FEES IN ELDERLY/DISABLED DEVELOPMENTS**

### **10-III.A. OVERVIEW**

This part describes the PHA's policies for pet deposits and fees in elderly, disabled and mixed population developments. Policies governing deposits and fees in general occupancy developments are described in Part IV.

### **10-III.B. PET DEPOSITS**

#### **Payment of Deposit**

The PHA may require tenants who own or keep pets in their units to pay a refundable pet deposit. This deposit is in addition to any other financial obligation generally imposed on tenants of the project [24 CFR 5.318(d)(1)].

The maximum amount of pet deposit that may be charged by a PHA on a per dwelling unit basis, is the higher of the total tenant payment (TTP) or such reasonable fixed amount as the PHA may require. The PHA may permit gradual accumulation of the pet deposit by the pet owner [24 CFR 5.318(d)(3)].

The pet deposit is not part of the rent payable by the resident [24 CFR 5.318(d)(5)].

#### HACC Policy

Pet owners are required to pay a pet deposit in addition to any other required deposits. The amount of the deposit is the higher of the family's total tenant payment or \$50.00, and must be paid in full before the pet is brought on the premises.

#### **Refund of Deposit [24 CFR 5.318(d)(1)]**

The PHA may use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet, including (but not limited to) the costs of repairs and replacements to, and fumigation of, the tenant's dwelling unit. The PHA must refund the unused portion of the pet deposit to the tenant within a reasonable time after the tenant moves from the project or no longer owns or keeps a pet in the unit.

#### HACC Policy

HACC will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 30 days of move-out or removal of the pet from the unit. The resident will be billed for any amount that exceeds the pet deposit.

HACC will identify and document actual costs, (labor time, materials, and replacement costs) and the resident pet owner will have those deducted from the deposit or billed for the amount that exceeds those costs.

HACC will provide the resident with a written list of any charges against the pet deposit within 15 calendar days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, HACC will provide a meeting to discuss the charges

## **10-III.C. OTHER CHARGES**

### **Pet-Related Damages During Occupancy**

#### HACC Policy

All reasonable expenses incurred by HACC as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

- The cost of repairs and replacements to the resident's dwelling unit

- Fumigation of the dwelling unit

- Repairs to common areas of the project

The expense of flea elimination shall also be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in Section 8-I.G, Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

Charges for pet-related damage are not part of rent payable by the resident.

### **Pet Waste Removal Charge**

The regulations do not address the PHA's ability to impose charges for house pet rule violations. However, charges for violation of PHA pet rules may be treated like charges for other violations of the lease and PHA tenancy rules.

#### HACC Policy

A separate pet waste removal charge of \$10.00 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Notices of pet waste removal charges will be in accordance with requirements regarding notices of adverse action. Charges are due and payable two weeks after billing (federal requirement). If the family requests a grievance hearing within the required timeframe, the PHA may not take action for nonpayment of the charge until the conclusion of the grievance process.

Charges for pet waste removal are not part of rent payable by the resident.

## **PART IV: PET DEPOSITS AND FEES IN GENERAL OCCUPANCY DEVELOPMENTS**

### **10-IV.A. OVERVIEW**

This part describes the PHA's policies for pet deposits and fees for those who reside in general occupancy developments.

### **10-IV.B. PET DEPOSITS**

A PHA may require a refundable pet deposit to cover additional costs attributable to the pet and not otherwise covered [24 CFR 960.707(b)(1)].

A PHA that requires a resident to pay a pet deposit must place the deposit in an account of the type required under applicable State or local law for pet deposits, or if there are no such requirements, for rental security deposits, if applicable. The PHA must comply with such laws as to retention of the deposit, interest, and return of the deposit to the resident, and any other applicable requirements [24 CFR 960.707(d)].

#### **Payment of Deposit**

##### HACC Policy

Pet owners are required to pay a pet deposit of \$100 in addition to any other required deposits. The deposit must be paid in full before the pet is brought on the premises.

The pet deposit is not part of rent payable by the resident.

#### **Refund of Deposit**

##### HACC Policy

HACC will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 30 days of move-out or removal of the pet from the unit. The resident will be billed for any amount that exceeds the pet deposit.

HACC will identify and document actual costs, (labor time, materials, and replacement costs) and the resident pet owner will have those deducted from the deposit or billed for the amount that exceeds those costs

The PHA will provide the resident with a written list of any charges against the pet deposit within 15 calendar days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, the PHA will provide a meeting to discuss the charges.

#### **10-IV.C. NON-REFUNDABLE NOMINAL PET FEE**

PHAs may require payment of a non-refundable nominal pet fee to cover the reasonable operating costs to the development relating to the presence of pets [24 CFR 960.707(b)(1)].

##### HACC Policy

HACC requires pet owners to pay a onetime non-refundable nominal pet fee for each registered and legal pet within the household of \$100.

This fee is intended to cover the reasonable operating costs to the project relating to the presence of pets. Reasonable operating costs to the project relating to the presence of pets include, but are not limited to:

- Landscaping costs

- Pest control costs

- Insurance costs

- Clean-up costs

Charges for the non-refundable pet fee are not part of rent payable by the resident.

## **10-IV.D. OTHER CHARGES**

### **Pet-Related Damages During Occupancy**

#### HACC Policy

All reasonable expenses incurred by HACC as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

The cost of repairs and replacements to the resident's dwelling unit

Fumigation of the dwelling unit

Repairs to common areas of the project

The expense of flea elimination shall also be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in Section 8-I.G, Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

Charges for pet-related damage are not part of rent payable by the resident.

### **Pet Waste Removal Charge**

The regulations do not address the PHA's ability to impose charges for house pet rule violations. However, charges for violation of PHA pet rules may be treated like charges for other violations of the lease and PHA tenancy rules.

#### HACC Policy

A separate pet waste removal charge of \$10.00 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Such charges will be due and payable 14 calendar days after billing (federal requirement).

Charges for pet waste removal are not part of rent payable by the resident.

## Chapter 11

### COMMUNITY SERVICE

#### INTRODUCTION

This chapter explains HUD regulations requiring PHAs to implement a community service program for all non-exempt adults living in public housing.

This chapter describes HUD regulations and PHA policies related to these topics in two parts:

Part I: Community Service Requirements. This part describes who is subject to the community service requirement, who is exempt, and HUD's definition of economic self-sufficiency.

Part II: PHA Implementation of Community Service. This part provides PHA policy regarding PHA implementation and program design.

#### PART I: COMMUNITY SERVICE REQUIREMENT

##### 11-I.A. OVERVIEW

HUD regulations pertaining to the community service requirement are contained in 24 CFR 960 Subpart F (960.600 through 960.609). PHAs and residents must comply with the community service requirement, effective with PHA fiscal years that commenced on or after October 1, 2000. Per 903.7(l)(1)(iii), the PHA Plan must contain a statement of the how the PHA will comply with the community service requirement, including any cooperative agreement that the PHA has entered into or plans to enter into.

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)].

In administering community service requirements, the PHA must comply with all nondiscrimination and equal opportunity requirements [24 CFR 960.605(c)(5)].

## 11-I.B. REQUIREMENTS

Each adult resident of the PHA, who is not exempt, must [24 CFR 960.603(a)]:

- Contribute 8 hours per month of community service; or
- Participate in an economic self-sufficiency program (as defined in the regulations) for 8 hours per month; or
- Perform 8 hours per month of combined activities (community service and economic self-sufficiency programs).
- The required community service or self-sufficiency activity may be completed 8 hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual certification of compliance [Notice PIH 2015-12].

### HACC Policy

An individual may not skip a month and then double up the following month, unless special circumstances warrant it. HACC will make the determination of whether to permit a deviation from the schedule.

Individuals who have special circumstances which they believe will prevent them from completing the required community service hours for a given month, must notify HACC in writing within 5 business days of the circumstances becoming known. HACC will review the request and notify the individual, in writing, of its determination within 15 calendar days. The PHA may require those individuals to provide documentation to support their claim.

## Definitions

### *Exempt Individual [24 CFR 960.601(b), Notice PIH 2015-12]*

An *exempt individual* is an adult who:

- Is age 62 years or older
- Is blind or disabled (as defined under section 216[i][I] or 1614 of the Social Security Act), and who certifies that because of this disability s/he is unable to comply with the service provisions.
- Is a primary caretaker of such an individual (disabled person)
- Is engaged in work activities

HACC Policy: HACC will consider 30 hours per week as the minimum number of hours needed to qualify for a work activity exemption.

- Meets the requirements for being exempted from having to engage in a work activity under the state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which HACC is located, including a state-administered welfare-to-work program; or
- Is in a household/ family receiving assistance under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which HACC is located, including a state-administered welfare-to-work program and the supplemental nutrition assistance program (SNAP), and has not been found by the state or other administering entity to be in noncompliance with such program.



***Community Service [24 CFR 960.601(b), Notice PIH 2015-12]***

*Community service* is volunteer work which includes, but is not limited to:

- Work at a local institution including but not limited to: school, child care center, hospital, hospice, recreation center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, etc.
- Work with a nonprofit organization that serves HACC residents or their children such as: Boy Scouts, Girl Scouts, Boys or Girls Clubs, 4-H programs, PAL, Garden Center, community clean-up programs, beautification programs, other youth or senior organizations
- Work at the PHA to help improve physical conditions
- Work at the PHA to help with children's programs
- Work at the PHA to help with senior programs
- Helping neighborhood groups with special projects
- Working through a resident organization to help other residents with problems, serving as an officer in a resident organization, serving on the resident advisory board
- Caring for the children of other residents so they may volunteer
- Serving on the HACC Board of Commissioners. This requires that actual time be recorded in terms of the actual hours spent per month directly related to Board of Commissioners meeting attendance, sub-committee activity or any other Board approved activity.

NOTE: Political activity is excluded for purposes of eligible community service activities.

***Economic Self-Sufficiency Program [24 CFR 5.603(b), Notice PIH 2015-12]***

For purposes of satisfying the community service requirement, an *economic self-sufficiency program* is defined by HUD as: Any program designed to encourage, assist, train, or facilitate economic independence of assisted families or to provide work for such families.

These economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeships (formal or informal), or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

***Work Activities [42 U.S.C. 607(d)]***

As it relates to an exemption from the community service requirement, *work activities* means:

- Unsubsidized employment
- Subsidized private sector employment
- Subsidized public sector employment
- Work experience (including work associated with the refurbishing of 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 with respect to any individual)
- Job skills training directly 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 equivalence, in the case of a recipient who has not completed secondary school or received such a certificate

**Notification Requirements [24 CFR 960.605(c)(2), Notice PIH 2015-12, Notice PIH 2016-06]**

HACC must give each family a written description of the community service requirement, the process for claiming status as an exempt person, and the process for HACC verification of exempt status. HACC must also notify the family of its determination identifying the family members who are subject to the service requirement, and the family members who are exempt.

**HACC Policy**

HACC will provide the family with a copy of the Community Service Policy found in Exhibit 11-1 of this chapter, at lease-up, lease renewal, when a family member is determined to be subject to the community service requirement during the lease term, and at any time upon the family's request. The policy will notify the family that self-certification forms are subject to review by the PHA.

On an annual basis, at the time of lease renewal, HACC will notify the family in writing of the family members who are subject to the community service requirement and the family members who are exempt. If the family includes non-exempt individuals the notice will include a list of agencies in the community that provide volunteer and/or training opportunities, as well as a documentation form on which they may record the activities they perform and the number of hours contributed. The form will also have a place for a signature by an appropriate official, who will certify to the activities and hours completed.

## **11-I.C. DETERMINATION OF EXEMPTION STATUS AND COMPLIANCE [24 CFR 960.605(c)(3)]**

The PHA must review and verify family compliance with service requirements annually at least thirty days before the end of the twelve month lease term. The policy for documentation and verification of compliance with service requirements may be found at Section 11-I.D., Documentation and Verification.

### HACC Policy

Where the lease term does not coincide with the effective date of the annual reexamination, HACC will change the effective date of the annual reexamination to coincide with the lease term. In making this change, HACC will ensure that the annual reexamination is conducted within 12 months of the last annual reexamination.

### **Annual Determination**

#### ***Determination of Exemption Status***

An exempt individual is excused from the community service requirement [24 CFR 960.603(a)].

### HACC Policy

At least 60 days prior to lease renewal, HACC will review and verify the exemption status of all adult family members. This verification will only be done on an annual basis unless the family reports a change or HACC has reason to believe that an individual's exemption status has changed. For individuals who are exempt because they are 62 years of age and older, verification of exemption status will be done only at the initial examination.

Upon completion of the verification process, HACC will notify the family of its determination in accordance with the policy in Section 11-I.B., Notification Requirements.

### ***Determination of Compliance***

The PHA must review resident family compliance with service requirements annually at least thirty days before the end of the twelve month lease term [24 CFR 960.605(c)(3)]. As part of this review, the PHA must verify that any family member that is not exempt from the community service requirement has met his or her service obligation.

#### **HACC Policy**

Approximately 60 days prior to the end of the lease term, HACC will provide written notice requiring the family to submit documentation that all subject family members have complied with the service requirement. The family will have 15 calendar days to submit HACC required documentation form(s).

If the family fails to submit the required documentation within the required timeframe, or HACC approved extension, the subject family members will be considered noncompliant with community service requirements, and notices of noncompliance will be issued pursuant to the policies in Section 11-I.E., Noncompliance.

## Change in Status Between Annual Determinations

### HACC Policy

#### Exempt to Non-Exempt Status

If an exempt individual becomes non-exempt during the twelve month lease term, it is the family's responsibility to report this change to HACC within 15 calendar days.

Within 15 calendar days of a family reporting such a change, or HACC determining such a change is necessary, HACC will provide written notice of the effective date of the requirement, a list of agencies in the community that provide volunteer and/or training opportunities, as well as a documentation form on which the family member may record the activities performed and number of hours contributed.

The effective date of the community service requirement will be the first of the month following 30 day notice.

#### *Determination of Initial Compliance*

When an adult family member becomes subject to community service, he or she must perform 8 hours of community service for the months he or she is subject to the requirement before the end of the lease term (anniversary date).

Example 1: Alberto Jones turns 18 on 5/10/15 and is not exempt from the community service requirement. His community service requirement begins on 6/1/15, and his initial compliance is reviewed before the end of the lease term (anniversary date), which is 11/30/15.

- Alberto must perform 6 months of community service in his initial compliance period, before the end of the lease term (anniversary date).

Example 2: Lisa Dewhurst leaves her job on 9/20/14 and is not exempt from the community service requirement. Her community service requirement begins on 10/1/14, and her initial compliance is reviewed before the end of the lease term (anniversary date), which is 6/30/15.

- Ms. Dewhurst must perform 9 months of community service in her initial compliance period, before the end of the lease term (anniversary date).

### Non-Exempt to Exempt Status

If a non-exempt person becomes exempt during the twelve month lease term, it is the family's responsibility to report this change to HACC within 15 calendar days. Any claim of exemption will be verified by HACC in accordance with the policy at 11-I.D., Documentation and Verification of Exemption Status.

Within 10 business days of a family reporting such a change, or HACC determining such a change is necessary, HACC will provide the family written notice that the family member is no longer subject to the community service requirement, if HACC is able to verify the exemption.

The exemption will be effective immediately.



## **11-I.D. DOCUMENTATION AND VERIFICATION [24 CFR 960.605(c)(4), 960.607, Notice PIH 2016-08]**

The PHA must retain reasonable documentation of service requirement performance or exemption in participant files.

### **Documentation and Verification of Exemption Status**

#### HACC Policy

All family members who claim they are exempt from the community service requirement will be required to sign the community service exemption certification form found in Exhibit 11-3. HACC will provide a completed copy to the family and will keep a copy in the tenant file.

HACC will verify that an individual is exempt from the community service requirement by following the verification hierarchy and documentation requirements in Chapter 7.

HACC makes the final determination whether or not to grant an exemption from the community service requirement. If a resident does not agree with HACC's determination, s/he can dispute the decision through HACC's grievance procedures (see Chapter 14).

### **Documentation and Verification of Compliance**

If qualifying community service activities are administered by an organization other than the PHA, a family member who is required to fulfill a service requirement must provide documentation required by the PHA. The PHA may require a self-certification or certification from a third party [24 CFR 960.607].

If the PHA accepts self-certification of compliance with the community service requirement, it must provide a form which includes a statement that the client performed the required hours, contact information for the community service provider, a description of activities performed, and dates of service.

If the PHA accepts self-certification, it must validate a sample of certifications through third-party documentation. The PHA must notify families that self-certification forms are available and that a sample of self-certifications will be validated.

HUD strongly encourages PHAs to investigate community service compliance when there are questions of accuracy.

### HACC Policy

Each individual who is subject to the requirement will be required to record their community service or self-sufficiency activities and the number of hours contributed on the required form. The certification form will also include places for signatures and phone numbers of supervisors, instructors, and counselors certifying to the number of hours contributed.

Families will be required to submit the documentation to HACC, upon request by HACC.

If HACC has reasonable cause to believe that the certification provided by the family is false or fraudulent, HACC has the right to require third-party verification.

## **11-I.E. NONCOMPLIANCE**

### **Noncompliant Residents**

The lease specifies that it is renewed automatically for all purposes, unless the family fails to comply with the community service requirement. Violation of the service requirement is grounds for nonrenewal of the lease at the end of the twelve month lease term, but not for termination of tenancy during the course of the twelve month lease term [24 CFR 960.603(b)].

PHAs may not evict a family due to CSSR noncompliance. However, if PHA finds a tenant is noncompliant with CSSR, the PHA must provide written notification to the tenant of the noncompliance which must include:

- A brief description of the finding of non-compliance with CSSR.
- A statement that the PHA will not renew the lease at the end of the current 12-month lease term unless the tenant enters into a written work-out agreement with the PHA or the family provides written assurance that is satisfactory to the PHA explaining that the tenant or other noncompliant resident no longer resides in the unit. Such written work-out agreement must include the means through which a noncompliant family member will comply with the CSSR requirement [24 CFR 960.607(c), Notice PIH 2015-12].

The notice must also state that the tenant may request a grievance hearing on the PHA's determination, in accordance with the PHA's grievance procedures, and that the tenant may exercise any available judicial remedy to seek timely redress for the PHA's nonrenewal of the lease because of the PHA's determination.

### HACC Policy

The notice of initial noncompliance will be sent at least 45 days prior to the end of the lease term.

The family will have 15 calendar days from the date of the notice of noncompliance to enter into a written agreement to cure the noncompliance over the 12 month term of the new lease, provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before HACC will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the family member that previously resided with them.

If the family does not request a grievance hearing, or does not take either corrective action required by the notice of noncompliance within the required 15 calendar day timeframe, HACC will terminate tenancy in accordance with the policies in Section 13-IV.D.

### **Continued Noncompliance and Enforcement Documentation [24 CFR 960.607(b)]**

Should a family member refuse to sign a written work-out agreement, or fail to comply with the terms of the work-out agreement, PHAs are required to initiate termination of tenancy proceedings at the end of the current 12-month lease (see 24 CFR 966.53(c)) for failure to comply with lease requirements. When initiating termination of tenancy proceedings, the PHA will provide the following procedural safeguards:

- Adequate notice to the tenant of the grounds for terminating the tenancy and for non-renewal of the lease;
- Right of the tenant to be represented by counsel;
- Opportunity for the tenant to refute the evidence presented by the PHA, including the right to confront and cross-examine witnesses and present any affirmative legal or equitable defense which the tenant may have; and,
- A decision on the merits.

### HACC Policy

Notices of continued noncompliance will be sent at least 30 days prior to the end of the lease term and will also serve as the family's termination notice. The notice will meet the requirements for termination notices described in Section 13-IV.D, Form, Delivery, and Content of the Notice.

The family will have 15 calendar days from the date of the notice of non-compliance to provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before HACC will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the noncompliant family member that previously resided with them.

If the family does not request a grievance hearing, or provide such documentation within the required 15 calendar day timeframe, the family's lease and tenancy will automatically terminate and HACC will issue a 30 day notice.

## **PART II: IMPLEMENTATION OF COMMUNITY SERVICE**

### **11-II.A. OVERVIEW**

Each PHA must develop a policy for administration of the community service and economic self-sufficiency requirements for public housing. It is in the PHA's best interests to develop a viable, effective community service program; to provide residents the opportunity to engage in the community and to develop competencies.

#### **PHA Implementation of Community Service**

The PHA may not substitute any community service or self-sufficiency activities performed by residents for work ordinarily performed by PHA employees, or replace a job at any location where residents perform activities to satisfy the service requirement [24 CFR 960.609].

#### HACC Policy

HACC will notify its insurance company if residents will be performing community service at HACC. In addition, HACC will ensure that the conditions under which the work is to be performed are not hazardous.

If a disabled resident certifies that s/he is able to perform community service, HACC will ensure that requests for reasonable accommodation are handled in accordance with the policies in Chapter 2.

## **PHA Program Design**

The PHA may administer qualifying community service or economic self-sufficiency activities directly, or may make community service activities available through a contractor, or through partnerships with qualified organizations, including resident organizations, and community agencies or institutions [24 CFR 960.605(b)].

### HACC Policy

HACC will attempt to provide the broadest choice possible to residents as they choose community service activities.

HACC's goal is to design a service program that gives residents viable opportunities to become involved in the community and to gain competencies and skills. HACC will work with resident organizations and community organizations to design, implement, assess and recalibrate its community service program.

HACC will make every effort to identify volunteer opportunities throughout the community, especially those in proximity to public housing developments. To the greatest extent possible, HACC will provide names and contacts at agencies that can provide opportunities for residents, including persons with disabilities, to fulfill their community service obligations:

Any written agreements or partnerships with contractors and/or qualified organizations, including resident organizations, are described in the HACC Plan.

HACC will provide in-house opportunities for volunteer work or self-sufficiency programs when possible.

## EXHIBIT 11-1: COMMUNITY SERVICE AND SELF-SUFFICIENCY POLICY

### A. Background

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes or other activities that help an individual toward self-sufficiency and economic independence. This is a requirement of the public housing lease.

### B. Definitions

**Community Service** – volunteer work which includes, but is not limited to:

- Work at a local institution, including but not limited to: school, child care center, hospital, hospice, recreation center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, etc.
- Work with a nonprofit organization such as: Parks and Recreation, United Way, Red Cross, Volunteers of America, Boy Scouts, Girl Scouts, Boys or Girls Clubs, 4-H Program, PAL, Garden Center, community clean-up programs, beautification programs, other counseling, aid, youth or senior organizations
- Work at the housing authority to help with litter control
- Work at the housing authority to help with children's programs
- Work at the housing authority to help with senior programs
- Helping neighborhood groups with special projects
- Working through a resident organization to help other residents with problems
- Serving as an officer in a resident organization
- Serving on the Resident Advisory Board
- Caring for children of other residents so they may volunteer

**NOTE:** Political activity is excluded.



**Self-Sufficiency Activities** – activities that include, but are not limited to:

- Job readiness programs
- Job training programs
- GED classes
- Substance abuse or mental health counseling
- English proficiency or literacy (reading) classes
- Apprenticeships
- Budgeting and credit counseling
- Any kind of class that helps a person toward economic independence
- Student status at any school, college or vocation school

**Exempt Adult** – an adult member of the family who meets any of the following criteria:

- Is 62 years of age or older
- Is blind or a person with disabilities (as defined under section 216[i][I] or 1614 of the Social Security Act), and who certifies that because of this disability he or she is unable to comply with the service provisions, or is the primary caretaker of such an individual
- Is working at least 30 hours per week
- Meets the requirements for being exempted from having to engage in a work activity under TANF or any other State welfare program including a State-administered welfare-to-work program
- Is a member of a family receiving assistance, benefits or services under TANF or any other State welfare program and has not been found to be in noncompliance with such program

PHAs can use reasonable guidelines in clarifying the work activities in coordination with TANF, as appropriate.

**Work Activities** – as it relates to an exemption from the community service requirement, *work activities* means:

- Unsubsidized employment
- Subsidized private sector employment
- Subsidized public sector employment
- Work experience (including work associated with the refurbishing of 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 with respect to any individual)
- Job skills training directly 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 equivalence, in the case of a recipient who has not completed secondary school or received such a certificate
- Provision of child care services to an individual who is participating in a community service program

### C. Requirements of the Program

1. The eight (8) hours per month may be either volunteer work or self-sufficiency program activity, or a combination of the two.
2. At least eight (8) hours of activity must be performed each month, or may be aggregated across a year. Any blocking of hours is acceptable as long as long as 96 hours is completed by each annual certification of compliance.
3. Family obligation:
  - At lease execution, all adult members (18 or older) of a public housing resident family must:
    - Sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the community service requirement will result in a nonrenewal of their lease; and
    - Declare if they are exempt. If exempt, they must complete the Exemption Form (Exhibit 11-3) and provide documentation of the exemption.
  - Upon written notice from HACC, non-exempt family members must present complete documentation of activities performed during the applicable lease term. This documentation will include places for signatures of supervisors, instructors, or counselors, certifying to the number of hours contributed.
  - If a family member is found to be noncompliant at the end of the 12-month lease term, he or she, and the head of household, will be required to sign an agreement with the housing authority to make up the deficient hours over the next twelve (12) month period, as a condition of continued occupancy.
  - At annual reexamination, the family must also sign a certification certifying that they understand the community service requirement.
4. Change in exempt status:
  - If, during the twelve (12) month lease period, a non-exempt person becomes exempt, it is his or her responsibility to report this to HACC and provide documentation of exempt status.
  - If, during the twelve (12) month lease period, an exempt person becomes non-exempt, it is his or her responsibility to report this to HACC. Upon receipt of this information HACC will provide the person with the appropriate documentation form(s) and a list of agencies in the community that provide volunteer and/or training opportunities.

#### **D. Authority Obligation**

1. To the greatest extent possible and practicable, HACC will:

- Provide names and contacts at agencies that can provide opportunities for residents, including residents with disabilities, to fulfill their community service obligations.
- Provide in-house opportunities for volunteer work or self-sufficiency activities.

2. HACC will provide the family with a copy of this policy, and all applicable exemption verification forms and community service documentation forms, at lease-up, lease renewal, when a family member becomes subject to the community service requirement during the lease term, and at any time upon the family's request.

3. Although exempt family members will be required to submit documentation to support their exemption, HACC will verify the exemption status in accordance with its verification policies. HACC will make the final determination as to whether or not a family member is exempt from the community service requirement. Residents may use HACC's grievance procedure if they disagree with HACC's determination.

4. Noncompliance of family member:

- At least thirty (30) days prior to the end of the 12-month lease term, HACC will begin reviewing the exempt or non-exempt status and compliance of family members;
- If, at the end of the initial 12-month lease term under which a family member is subject to the community service requirement, HACC finds the family member to be noncompliant, HACC will not renew the lease unless:
  - The head of household and any other noncompliant resident enter into a written agreement with HACC, to make up the deficient hours over the next twelve (12) month period; or
  - The family provides written documentation satisfactory to HACC that the noncompliant family member no longer resides in the unit.
- If, at the end of the next 12-month lease term, the family member is still not compliant, a 30-day notice to terminate the lease will be issued and the entire family will have to vacate, unless the family provides written documentation satisfactory to HACC that the noncompliant family member no longer resides in the unit;
- The family may use HACC's grievance procedure to dispute the lease termination.

All adult family members must sign and date below, certifying that they have read and received a copy of this Community Service and Self-Sufficiency Policy.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

**EXHIBIT 11-2: DEFINITION OF A PERSON WITH A DISABILITY UNDER SOCIAL SECURITY ACTS 216(i)(1) and Section 1416(excerpt) FOR PURPOSES OF EXEMPTION FROM COMMUNITY SERVICE**

**Social Security Act:**

**216(i)(1):** Except for purposes of sections 202(d), 202(e), 202(f), 223, and 225, the term —disability means (A) inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or has lasted or can be expected to last for a continuous period of not less than 12 months, or (B) blindness; and the term —blindness means central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for purposes of this paragraph as having a central visual acuity of 20/200 or less.

**Section 1416 (excerpt):**

SEC. 1614. [42 U.S.C. 1382c] (a)(1) For purposes of this title, the term —aged, blind, or disabled individual means an individual who—

(A) ) is 65 years of age or older, is blind (as determined under paragraph (2)), or is disabled (as determined under paragraph (3)), and

(B)(i) is a resident of the United States, and is either (I) a citizen or (II) an alien lawfully admitted for permanent residence or otherwise permanently residing in the United States under color of law (including any alien who is lawfully present in the United States as a result of the application of the provisions of section 212(d)(5) of the Immigration and Nationality Act), or (ii) is a child who is a citizen of the United States and, who is living with a parent of the child who is a member of the Armed Forces of the United States assigned to permanent duty ashore outside the United States.

(2) An individual shall be considered to be blind for purposes of this title if he has central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for purposes of the first sentence of this subsection as having a central visual acuity of 20/200 or less. An individual shall also be considered to be blind for purposes of this title if he is blind as defined under a State plan approved under title X or XVI as in effect for October 1972 and received aid under such plan (on the basis of blindness) for December 1973, so long as he is continuously blind as so defined.

(3)(A) Except as provided in subparagraph (C), an individual shall be considered to be disabled for purposes of this title if he is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve months.

**EXHIBIT 11-3: PHA DETERMINATION OF EXEMPTION FOR COMMUNITY SERVICE**

Family: \_\_\_\_\_

Adult family member: \_\_\_\_\_

This adult family member meets the requirements for being exempted from the PHA's community service requirement for the following reason:

- ☐ 62 years of age or older. (*Documentation of age in file*)
- ☐ Is a person with disabilities and self-certifies below that he or she is unable to comply with the community service requirement. (*Documentation of HUD definition of disability in file*)

**Tenant certification:** I am a person with disabilities and am unable to comply with the community service requirement.

\_\_\_\_\_  
Signature of Family Member

\_\_\_\_\_  
Date

- ☐ Is the primary caretaker of such an individual in the above category (*Documentation in file*)
- ☐ Is working at least 30 hours per week (*Employment verification in file*)
- ☐ Is participating in a welfare-to-work program (*Documentation in file*)
- ☐ Meets the requirements for being exempted from having to engage in a work activity under TANF or any other State welfare program, including a State-administered welfare-to-work program (*Documentation in file*)
- ☐ Is a member of a family receiving assistance, benefits or services under TANF or any other State welfare program and has not been found to be in noncompliance with such program. (*Documentation in file*)

\_\_\_\_\_  
Signature of Family Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of HACC Official

\_\_\_\_\_  
Date

## EXHIBIT 11-4: CSSR WORK-OUT AGREEMENT

Date: \_\_\_\_\_

Noncompliant Adult: \_\_\_\_\_

Adult family member: \_\_\_\_\_

### Community Service & Self-Sufficiency Requirement (CSSR):

Under Section 12 of the U.S. Housing Act, the \_\_\_\_\_ (insert name of PHA) is required to enforce the community service and self-sufficiency requirement (CSSR). Under the CSSR, each nonexempt adult family member residing in public housing must perform 8 hours per month of community service or self sufficiency activities.

**Noncompliance:** \_\_\_\_\_ (insert name of PHA) has found that the nonexempt individual named above is in noncompliance with the CSSR. This work-out agreement is the PHA's written notification to you of this noncompliance.

Our records show that for the most recent lease term you were required to perform \_\_\_\_\_ hours of CSSR activities. However, there were \_\_\_\_\_ hours of verified CSSR activities. Therefore, you are in noncompliance for \_\_\_\_\_ hours.

\_\_\_\_\_ (insert name of PHA) will not renew the lease at the end of the current 12-month lease term unless the head of household and noncompliant adult sign a written work-out agreement with \_\_\_\_\_ (insert name of PHA) or the family provides written assurance that is satisfactory to \_\_\_\_\_ (insert name of PHA) explaining that the noncompliant adult no longer resides in the unit. The regulations require that the work-out agreement include the means through which a noncompliant family member will comply with the CSSR requirement. [24 CFR 960.607(c), Notice PIH 2015-12]. The terms of the CSSR work-out agreement are on the reverse side of this page.

**Enforcement:** Should a family member refuse to sign this CSSR work-out agreement, or fail to comply with the terms of this CSSR work-out agreement, or fail to provide satisfactory written assurance that the noncompliant adult no longer resides in the unit, \_\_\_\_\_ (insert name of PHA) is required to initiate termination of tenancy proceedings at the end of the current 12-month lease [24 CFR 966.53(c)].



## Terms of CSSR Work-Out Agreement

**Noncompliant Adult:** \_\_\_\_\_

**Please check one of the below boxes:**

- ☐ I [head of household or spouse/cohead] certify that the noncompliant adult named above no longer resides in the unit. [Verification attached.]
- ☐ I, the noncompliant adult named above, agree to complete \_\_\_\_\_ hours in the upcoming 12-month lease term. These hours include the \_\_\_\_\_ hours not fulfilled in the most previous lease term, plus the 96 hours for the upcoming lease term.

Below is a description of means through which I will comply with the CSSR requirement:

	Description of Activity	Number of Hours
1.		
2.		
3.		
4.		
5.		
	<b>Total Hours</b>	

### SIGNED AND ATTESTED THIS DATE

Signature: \_\_\_\_\_  
Head of Household

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Noncompliant Adult, if other than Head of Household

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
PHA Official

Date: \_\_\_\_\_

## Chapter 12

### TRANSFER POLICY

#### INTRODUCTION

This chapter explains the PHA's transfer policy, based on HUD regulations, HUD guidance, and PHA policy decisions.

This chapter describes HUD regulations and PHA policies related to transfers in four parts:

Part I: Emergency Transfers. This part describes emergency transfers, emergency transfer procedures, and payment of transfer costs.

Part II: PHA Required Transfers. This part describes types of transfers that may be required by the PHA, notice requirements, and payment of transfer costs.

Part III: Transfers Requested by Residents. This part describes types of transfers that may be requested by residents, eligibility requirements, security deposits, payment of transfer costs, and handling of transfer requests.

Part IV: Transfer Processing. This part describes creating a waiting list, prioritizing transfer requests, the unit offer policy, examples of good cause, deconcentration, transferring to another development and reexamination.

The PHA may require the tenant to move from the unit under some circumstances. There are also emergency circumstances under which alternate accommodations for the tenant must be provided that may or may not require a transfer.

The tenant may also request a transfer, such as a request for a new unit as a reasonable accommodation.

The PHA must have specific policies in place to deal with acceptable transfer requests.

#### PART I: EMERGENCY TRANSFERS

##### 12-I.A. OVERVIEW

HUD categorizes certain actions as emergency transfers [PH Occ. GB, p. 147]. The emergency transfer differs from a typical transfer in that it requires immediate action by the PHA.

In the case of a genuine emergency, it may be unlikely that the PHA will have the time or resources to immediately transfer a tenant. Due to the immediate need to vacate the unit, placing the tenant on a transfer waiting list would not be appropriate. Under such circumstances, if an appropriate unit is not immediately available, the PHA should find alternate accommodations for the tenant until the emergency passes, or a permanent solution, i.e., return to the unit or transfer to another unit, is reached.

## **12-I.B. EMERGENCY TRANSFERS**

If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, the PHA must offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time [24 CFR 966.4(h)].

### HACC Policy

The following is considered an emergency circumstance warranting an immediate transfer of the tenant or family and the condition was not caused or is no fault of the resident and/or resident household members or guests:

Maintenance conditions in the resident's unit, building or at the site that pose an immediate, verifiable threat to the life, health or safety of the resident or family members that cannot be repaired or abated within 24 hours. Examples of such unit or building conditions would include but not limited to: a gas leak; no heat in the building during the winter; no water; fire, toxic contamination; and serious water leaks.

A verified incident of domestic violence, dating violence, sexual assault, or stalking; for instance of domestic violence, dating violence, sexual assault, or stalking, the threat may be established through documentation outlined in section 16-VI.D. In order to request the emergency transfer, the requestor must submit an emergency transfer request form (HuD-5583) Exhibit 16-4 of this ACOP), although, the PHA may waive this requirement in order to expedite the transfer process.

The PHA will immediately process requests for transfers due to domestic violence dating violence, sexual assault, or stalking. The PHA will allow a tenant to make an internal emergency transfer under VAWA when a safe unit is immediately available. The PHA defines immediately available as a vacant unit, which is ready for move-in within a reasonable period of time, not to exceed [insert number of days].

## **12-I.C. EMERGENCY TRANSFER PROCEDURES**

### HACC Policy

If the transfer is necessary because of maintenance conditions, and an appropriate unit is not immediately available, HACC will provide temporary accommodations to the tenant by arranging for temporary lodging at a hotel or similar location. If the conditions that required the transfer cannot be repaired, or the condition cannot be repaired in a reasonable amount of time, HACC will transfer the resident to the first available and appropriate unit after the temporary relocation.

Emergency transfers that arise due to maintenance conditions are mandatory for the tenant. The tenant may be required to move to a unit in another development.

If the emergency transfer is necessary to protect a victim of domestic violence, dating violence, sexual assault, or stalking, the PHA will follow procedures outlined in Exhibit 16-4.

## **12-I.D. COSTS OF TRANSFER**

### HACC Policy

HACC will bear the reasonable costs of temporarily accommodating the tenant and of long term transfers, if any, due to emergency conditions.

The reasonable cost of transfers includes the cost of packing, moving, and unloading.

HACC will establish a moving allowance based on the typical costs in the community of packing, moving, and unloading. To establish typical costs, HACC will collect information from companies in the community that provide these services.

HACC will reimburse the family for eligible out-of-pocket moving expenses up to HACC's established moving allowance.

Where the damage cannot be abated or repaired in 24 hours and the cause of the damage is the responsibility of the resident, their household members or guest, the resident will bear the costs of accommodations and/or transfer costs.

## **PART II: PHA REQUIRED TRANSFERS**

### **12-II.A. OVERVIEW**

HUD regulations regarding transfers are minimal, leaving it up to the PHA to develop reasonable transfer policies.

The PHA may require that a resident transfer to another unit under some circumstances. For example, the PHA may require a resident to transfer to make an accessible unit available to a disabled family. The PHA may also transfer a resident in order to maintain occupancy standards based on family composition. Finally, a PHA may transfer residents in order to demolish or renovate the unit.

A transfer that is required by the PHA is an adverse action, and is subject to the notice requirements for adverse actions [24 CFR 966.4(e)(8)(i)].

### **12-II.B. TYPES OF PHA REQUIRED TRANSFERS**

#### HACC Policy

The types of transfers that may be required by HACC, include, but are not limited to, transfers to make an accessible unit available for a disabled family, transfers to comply with occupancy standards, transfers for demolition, disposition, revitalization, or rehabilitation, and emergency transfers as discussed in Part I of this chapter.

Transfers required by HACC are mandatory for the tenant.

#### **Transfers to Make an Accessible Unit Available**

When a family is initially given an accessible unit, but does not require the accessible features, the PHA may require the family to agree to move to a non-accessible unit when it becomes available [24 CFR 8.27(b)].

#### HACC Policy

When a non-accessible unit becomes available, HACC will transfer a family living in an accessible unit that does not require the accessible features, to an available unit that is not accessible. HACC may wait until a disabled resident requires the accessible unit before transferring the family that does not require the accessible features out of the accessible unit.

## Occupancy Standards Transfers

The PHA may require a resident to move when a reexamination indicates that there has been a change in family composition, and the family is either overcrowded or over-housed according to PHA policy [24 CFR 960.257(a)(4)]. On some occasions, the PHA may initially place a resident in an inappropriately sized unit at lease-up, where the family is over-housed, to prevent vacancies. The public housing lease must include the tenant's agreement to transfer to an appropriately sized unit based on family composition [24 CFR 966.4(c)(3)].

### HACC Policy

HACC will transfer a family when the family size has changed and the family is now too large (overcrowded) or too small (over-housed) for the unit occupied.

For purposes of the transfer policy, overcrowded and over-housed are defined as follows:

*Overcrowded:* the number of household members exceeds the maximum number of persons allowed for the unit size in which the family resides, according to the chart(S) in Section 5-I.B.

*Over-housed:* the family no longer qualifies for the bedroom size in which they are living based on HACC's occupancy standards as described in Section 5-I.B.

HACC may also transfer a family who was initially placed in a unit in which the family was over-housed to a unit of an appropriate size based on HACC occupancy standards, when HACC determines there is a need for the transfer.

HACC may elect not to transfer an over-housed family in order to prevent vacancies.

A family that is required to move because of family size will be advised by HACC that a transfer is necessary and that the family has been placed on the transfer list. However, this is subject to the policies on Occupancy Standards stated in Chapter 5 of the ACOP.

## **Demolition, Disposition, Revitalizations, or Rehabilitation Transfers**

These transfers permit the PHA to demolish, sell or do major capital or rehabilitation work at a building site [PH Occ. GB, page 148].

### HACC Policy

HACC will relocate a family when the unit or site in which the family lives is undergoing major rehabilitation that requires the unit to be vacant, or the unit is being disposed of or demolished. HACC's relocation plan may or may not require transferring affected families to other available public housing units.

If the relocation plan calls for transferring public housing families to other public housing units, affected families will be placed on the transfer list.

In cases of revitalization or rehabilitation, the family may be offered a temporary relocation if allowed under Relocation Act provisions, and may be allowed to return to their unit, depending on contractual and legal obligations, once revitalization or rehabilitation is complete.

## **12-IL.C. ADVERSE ACTION [24 CFR 966.4(e)(8)(i)]**

A PHA required transfer is an adverse action. As an adverse action, the transfer is subject to the requirements regarding notices of adverse actions. If the family requests a grievance hearing within the required timeframe, the PHA may not take action on the transfer until the conclusion of the grievance process.

## **12-IL.D. COST OF TRANSFER**

### HACC Policy

HACC will bear the reasonable costs of transfers that HACC requires, except that residents will be required to bear the cost of occupancy standards transfers.

The reasonable costs of transfers include the cost of packing, moving, and unloading.

HACC will establish a moving allowance based on the typical costs in the community of packing, moving, and unloading. To establish typical costs, HACC will collect information from companies in the community that provide these services.

HACC will reimburse the family for eligible out-of-pocket moving expenses up to HACC's established moving allowance.

HACC is not responsible for required transfers that are due to damage caused by the resident, household or guests that cannot be repaired or abated within 24 hours and are threats to safety and security.



## **PART III: TRANSFERS REQUESTED BY TENANTS**

### **12-III.A. OVERVIEW**

HUD provides the PHA with discretion to consider transfer requests from tenants. The only requests that the PHA is required to consider are requests for reasonable accommodation. All other transfer requests are at the discretion of the PHA. To avoid administrative costs and burdens, this policy limits the types of requests that will be considered by the PHA.

Some transfers that are requested by tenants should be treated as higher priorities than others due to the more urgent need for the transfer.

### **12-III.B. TYPES OF RESIDENT REQUESTED TRANSFERS**

#### HACC Policy

The types of requests for transfers that HACC will consider are limited to requests for transfers to alleviate a serious or life threatening medical condition, transfers due to a threat of physical harm or any type of illegal criminal activity, reasonable accommodation, transfers to a different unit size as long as the family qualifies for the unit according to HACC's occupancy standards, and transfers to a location closer to employment. No other transfer requests will be considered by HACC.

HACC will consider the following as high priority transfer requests:

When a transfer is needed to alleviate verified medical problems of a serious or life-threatening nature

When there has been a verified threat of physical harm or criminal activity. Such circumstances may, at HACC's discretion, include an assessment by law enforcement indicating that a family member not guest is the actual or potential victim of a criminal attack, retaliation for testimony, a hate crime, or domestic violence, dating violence, sexual assault, or stalking. For instances of domestic violence, dating violence, sexual assault, or stalking, the threat may also be established through documentation outlined in section 16-VII.D, or by any proof accepted by the PHA.

When a family requests a transfer as a reasonable accommodation. Examples of a reasonable accommodation transfer include, but are not limited to, a transfer to a first floor unit for a person with mobility impairment, or a transfer to a unit with accessible features

Transfers requested by the tenant are considered optional for the tenant and costs of the transfer are the responsibility of the resident/household.

### 12-III.C. ELIGIBILITY FOR TRANSFER

Transferring residents do not have to meet the admission eligibility requirements pertaining to income or preference. However, the PHA may establish other standards for considering a transfer request [PH Occ. GB, p. 150].

#### HACC Policy

Except where reasonable accommodation is being requested, HACC will only consider transfer requests from residents that meet the following requirements:

- Have not engaged in criminal activity that threatens the health and safety of residents and staff

- Owe no back rent or other charges, or have a pattern of late payment

- Have no housekeeping lease violations or history of damaging property

- Can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities)

A resident with housekeeping standards violations will not be transferred until the resident passes a minimum of three inspections based on a schedule set by HACC.

Exceptions to the good record requirement may be made when it is to HACC's advantage to make the transfer.

Exceptions will also be made when the PHA determines that a transfer is necessary to protect the health or safety of a resident who is a victim of domestic violence, dating violence, sexual assault, or stalking, and who provides documentation of abuse in accordance with section 16-VI.D of this ACOP. Tenants who are not in good standing may still request an emergency transfer under VAWA.

If a family requested to be placed on the transfer waiting list it is HACC responsibility to determine the appropriate unit size for the family's current circumstances.

## **12-2-III.D. SECURITY DEPOSITS**

### HACC Policy

When a family transfers from one unit to another, HACC will transfer their security deposit to the new unit. The tenant will be billed for any maintenance or others charges due and outstanding for the previous unit beyond normal wear and tear.

## **12-III.E. COST OF TRANSFER**

The PHA must pay moving expenses to transfer a resident with a disability to an accessible unit as an accommodation for the resident's disability [Notice PIH 2006-13].

### HACC Policy

The resident will bear all of the costs of transfer s/he requests. However, HACC will bear the transfer costs when the transfer is done as a reasonable accommodation.

## **12-III.F. HANDLING OF REQUESTS**

### HACC Policy

Residents requesting a transfer to another unit or development will be required to submit a written request for transfer.

In order to request the emergency transfer under VAWA, the resident will be required to submit an emergency transfer request form (HUD-5383) Exhibit 16-4 of this ACOP). The PHA may, on a case-by-case basis, waive this requirement and accept a verbal request in order to expedite the transfer process. If the PHA accepts an individual's statement, the PHA will document acceptance of the statement in the individual's file in accordance with 16-VI.D of this ACOP. Transfer requests under VAWA will be processed in accordance with the PHA's Emergency Transfer Plan (Exhibit 16-3). In case of a reasonable accommodation transfer, HACC will ask the resident to make the request in writing using a reasonable accommodation request form. However, HACC will consider the transfer request any time the resident indicates that an accommodation is needed by assisting the resident to complete the required form.

HACC will follow policies regarding verifying reasonable accommodation and method of verification previously described in these policies.

HACC will respond by approving the transfer and putting the family on the transfer list, by denying the transfer, or by requiring more information or documentation from the family.

If the family does not meet the "good record" requirements under Section 12-III.C., the manager will address the problem and, until resolved, the request for transfer will be denied.

HACC will respond within 15 calendar days of the submission of the family's request. If HACC denies the request for transfer, the family will be informed of its grievance rights.

## **PART IV: TRANSFER PROCESSING**

### **12-IV.A. OVERVIEW**

Generally, transfers should be placed on a transfer list and handled in the appropriate order. The transfer process must be clearly auditable to ensure that residents do not experience disparate treatment.

### **12-IV.B. TRANSFER LIST**

#### HACC Policy

HACC will maintain a site-based transfer waiting list to ensure that transfers are processed in the correct order and that procedures are uniform across all properties.

Where appropriate type or size unit is not available within a reasonable period of time at the resident household's current development, HACC may conduct an agency wide search to determine if the appropriate size and type of unit is available in other properties within HACC portfolio.

Emergency transfers will not automatically go on the transfer list. Instead emergency transfers will be handled immediately, on a case by case basis. If the emergency will not be finally resolved by a temporary accommodation, and the resident requires a permanent transfer, that transfer will be placed at the top of the transfer list.

Transfers will be processed in the following order:

1. Emergency transfers (hazardous maintenance conditions, VAWA)
2. Third Party Verified High-priority transfers (verified medical condition, threat of harm or criminal activity, and reasonable accommodation)
3. Transfers to make accessible units available
4. Demolition, renovation, etc.
5. Occupancy standards
6. Other PHA-required transfers

Within each category, transfers will be processed in order of the date a family was placed on the transfer list, starting with the earliest date.

Demolition and renovation transfers will gain the highest priority as necessary to allow HACC to meet the demolition or renovation schedule.

HACC will maintain the transfer waiting list and transfers will be offered on a case-by-case basis within the priority order of the transfer waiting list. HACC will balance the ability to house eligible applicant families from the site based lists and the needs of the transfer list. These decisions must balance financial viability and condition of the property (AMP).

## **12-IV.C. TRANSFER OFFER POLICY**

### HACC Policy

Residents will receive one offer of a transfer.

When the transfer is required by HACC, refusal of that offer without good cause, reflected in the lease document, will result in lease termination.

When the transfer has been requested by the resident, refusal of that offer without good cause will result in the removal of the household from the transfer list and the family must wait six months to reapply for another transfer.

## **12-IV.D. GOOD CAUSE FOR UNIT REFUSAL**

### HACC Policy

Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

The family demonstrates to HACC's satisfaction that accepting the offer will place a family member's life, health or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.

A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application).

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.

The unit has lead-based paint and the family includes children under the age of six.

HACC will require documentation of good cause for unit refusals.

#### **12-IV.E. DECONCENTRATION**

##### HACC Policy

If subject to deconcentration requirements, HACC will consider its deconcentration goals when transfer units are offered. When feasible, families above the Established Income Range will be offered a unit in a development that is below the Established Income Range, and vice versa, to achieve HACC's deconcentration goals. A deconcentration offer will be considered a "bonus" offer; that is, if a resident refuses a deconcentration offer, the resident will receive one additional transfer offer.

#### **12-IV.F. REEXAMINATION POLICIES FOR TRANSFERS**

##### HACC Policy

The reexamination date will be the original move in date of the resident household when the move is within the same property. If the move is to a different property location, a new lease will be executed and the recertification will be the date of the new lease.

## Chapter 13

### LEASE TERMINATIONS

#### INTRODUCTION

Either party to the dwelling lease agreement may terminate the lease in accordance with the terms of the lease. A public housing lease is different from a private dwelling lease in that the family's rental assistance is tied to their tenancy. When the family moves from their public housing unit, they lose their rental assistance. Therefore, there are additional safeguards to protect the family's tenancy in public housing.

Likewise, there are safeguards to protect HUD's interest in the public housing program. The PHA has the authority to terminate the lease because of the family's failure to comply with HUD regulations, for serious or repeated violations of the terms of the lease, and for other good cause. HUD regulations also specify when termination of the lease is mandatory by the PHA.

When determining PHA policy on terminations of the lease, the PHA must consider state and local landlord-tenant laws in the area where the PHA is located. Such laws vary from one location to another, and these variances may be either more or less restrictive than federal law or HUD regulation.

This chapter presents the policies that govern voluntary termination of the lease by the family and the mandatory and voluntary termination of the lease by the PHA. It is presented in four parts:

Part I: Termination by Tenant. This part discusses the PHA requirements for voluntary termination of the lease by the family.

Part II: Termination by PHA - Mandatory. This part describes circumstances when termination of the lease by the PHA is mandatory. This part also explains nonrenewal of the lease for noncompliance with community service requirements.

Part III: Termination by PHA – Other Authorized Reasons. This part describes the PHA's options for lease termination that are not mandated by HUD regulation but for which HUD authorizes PHAs to terminate. For some of these options HUD requires the PHA to establish policies and lease provisions for termination, but termination is not mandatory. For other options the PHA has full discretion whether to consider the options as just cause to terminate as long as the PHA policies are reasonable, nondiscriminatory, and do not violate state or local landlord-tenant law. This part also discusses the alternatives that the PHA may consider in lieu of termination, and the criteria the PHA will use when deciding what actions to take.

Part IV: Notification Requirements. This part presents the federal requirements for disclosure of criminal records to the family prior to termination, the HUD requirements and PHA policies regarding the timing and content of written notices for lease termination and eviction, and notification of the post office when eviction is due to criminal activity. This part also discusses record keeping related to lease termination.

## **PART I: TERMINATION BY TENANT**

### **13-I.A. TENANT CHOOSES TO TERMINATE THE LEASE [24 CFR 966.4(k)(1)(ii) and 24 CFR 966.4(l)(1)]**

The family may terminate the lease at any time, for any reason, by following the notification procedures as outlined in the lease. Such notice must be in writing and delivered to the property site office or the PHA central office or sent by pre-paid first-class mail, properly addressed.

#### HACC Policy

If a family desires to move and terminate their tenancy with the HACC, they must give at least 30 calendar days advance written notice to the HACC of their intent to vacate. Such notice must be hand delivered or mailed to the property site management office. When a family must give less than 30 days notice due to circumstances beyond their control the HACC, at its discretion, may waive the 30 day requirement.

The notice of lease termination must be signed by the head of household and spouse or co-heads.

This policy applies to a family/household making a complete move of all household members from the unit. In circumstances such as divorce, separation, abandonment, etc. other policies in this ACOP will apply, including Section 3-I.C.

When a tenant fails to give the required 30 day notice and the notice requirement is not waived by the HACC, the tenant will forfeit any security deposit and accrued interest. In addition, the HACC may pursue legal action for any unpaid charges and rents, including rents due through the end of the lease term.



## **PART II: TERMINATION BY PHA – MANDATORY**

### **13-II.A. OVERVIEW**

HUD requires mandatory termination the lease for certain actions or inactions of the family. There are other actions or inactions of the family that constitute *grounds* for lease termination but the lease termination is not mandatory. The PHA must establish policies for termination of the lease in these cases where termination is optional for the PHA.

For those tenant actions or failures to act where HUD requires termination, the PHA has no such option. In those cases, the family's lease must be terminated. This part describes situations in which HUD requires the PHA to terminate the lease.

### **13-II.B. FAILURE TO PROVIDE CONSENT [24 CFR 960.259(a) and (b)]**

The PHA must terminate the lease if any family member fails to sign and submit any consent form s/he is required to sign for any reexamination. See Chapter 7 for a complete discussion of consent requirements.

### **13-II.C. FAILURE TO DOCUMENT CITIZENSHIP [24 CFR 5.514(c) and (d) and 24 CFR 960.259(a)]**

The PHA must terminate the lease if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members; or (3) a family member, as determined by the PHA, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. For (3), such termination must be for a period of at least 24 months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated.

See Chapter 7 for a complete discussion of documentation requirements.

### **13-II.D. FAILURE TO PROVIDE DISCLOSE AND DOCUMENT SOCIAL SECURITY NUMBERS [24 CFR 5.218(c) and 24 CFR 960.259(a)(3)], Notice PIH 2015-10**

The PHA must terminate assistance if a participant family fails to disclose the complete and accurate social security numbers of each household member and the documentation necessary to verify each social security number (SSN).

However if the family is otherwise eligible for continued program assistance, and the PHA determines that the family's failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside of the family's control, the PHA may defer the family's termination and provide the opportunity to comply with the requirement within a period not to exceed 90 calendar days from the date the PHA determined the family to be noncompliant.

#### **HACC Policy**

The HACC will deter the family's termination and provide the family with the opportunity to comply with the requirement for a period of 90 calendar days for circumstances beyond the participant's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family or other emergency, if there is a reasonable likelihood that the participant will be able to disclose an SSN by the deadline.

See Chapter 7 for a complete discussion of documentation and certification requirements.

### **13-II.E. FAILURE TO ACCEPT THE PHA'S OFFER OF A LEASE REVISION [24 CFR 966.4(l)(2)(ii)(E)]**

The PHA must terminate the lease if the family fails to accept the PHA's offer of a lease revision to an existing lease, provided the PHA has done the following:

- The revision is on a form adopted by the PHA in accordance with 24 CFR 966.3 pertaining to requirements for notice to tenants and resident organizations and their opportunity to present comments.
- The PHA has made written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect.
- The PHA has specified in the offer a reasonable time limit within that period for acceptance by the family.

See Chapter 8 for information pertaining to PHA policies for offering lease revisions.

### **13-II.F. METHAMPHETAMINE CONVICTION [24 CFR 966.4(l)(5)(i)(A)]**

The PHA must immediately terminate the lease if the PHA determines that any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing.

See Part 13-III.B. below for the HUD definition of *premises*.

### **13-II.G. LIFETIME REGISTERED SEX OFFENDERS [Notice PIH 2012-28]**

Should a PHA discover that a member of an assisted household was subject to a lifetime registration required at admission and was erroneously admitted after June 25, 2001 the PHA must immediately terminate assistance for the household member.

In this situation, the PHA must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the PHA must terminate assistance for the household.

### **13-II.H. NONCOMPLIANCE WITH COMMUNITY SERVICE REQUIREMENTS [24 CFR 966.4(l)(2)(ii)(D), 24 CFR 960.603(b) and 24 CFR 960.607(b)(2)(ii) and (c)]**

The PHA is prohibited from renewing the lease at the end of the 12 month lease term when the family fails to comply with the community service requirements as described in Chapter 11.

### **13-III. DEATH OF HEAD OF HOUSEHOLD [Notice PIH 2012-4]**

The PHA must immediately terminate the lease following the death of the sole family member.

#### HACC Policy

In the event of the death of the head of household of a residential family, and there is no surviving adult household member, the leased Premises must be vacated by the end of the month in which the head of household dies. However, the family will be granted no less than thirty (30) days from the date of the death of the decedent to vacate the Premises. The executor(s), administrator(s) and/or assignee(s) of the deceased head of household shall be obligated to pay the rent for the Premises until it is vacated. Until the family vacates the Premises, surviving minor children who were household member of the decedent will not be permitted to remain in the Premises without a responsible adult in attendance. The supervision of any surviving minor children by a responsible adult in the Premises will not constitute a new or continuing tenancy; and the Premises must be vacated no less than thirty (30) days from the date of the death of the decedent.

In the event the deceased head of household is the sole resident, the Premises will be immediately sealed. Access to the Premises will only be granted to the sponsor, next of kin and/or other contact person of record on file in the Landlord's offices.

Upon reasonable notice, an employee of the Landlord will escort the sponsor, next of kin and/or the contact person noted above for the express purpose of obtaining the decedent's personal effects for his or her final arrangements, limited to clothing and any written final instructions made by the decedent.

The executor or the administrator of the decedent's estate must present original Letters of Administration or other such original documents(s) from the County Surrogate to remove or dispose of the decedent's remaining personal property from the Premises, and to collect the adjusted security deposit, if any. The Premises must be vacated no later than sixty (60) days from the date of the decedent's death. Thereafter, the Premises will be considered abandoned, which will allow the Landlord right to dispose of the decedent's personal property without recourse.

## **PART III: TERMINATION BY PHA – OTHER AUTHORIZED REASONS**

### **13-III.A. OVERVIEW**

Besides requiring PHAs to terminate the lease under the circumstances described in Part II, HUD requires the PHA to establish provisions in the lease for termination pertaining to certain criminal activity, alcohol abuse, and certain household obligations stated in the regulations. While these provisions for lease termination must be in the lease agreement, HUD does not require PHAs to terminate for such violations in all cases. The PHA has the discretion to consider circumstances surrounding the violation or, in applicable situations, whether the offending household member has entered or completed rehabilitation, and the PHA may, as an alternative to termination, require the exclusion of the culpable household member. The PHA must adopt policies concerning the use of these options.

In addition, HUD authorizes PHAs to terminate the lease for other grounds, but for only those grounds that constitute serious or repeated violations of material terms of the lease or for other good cause. The PHA must develop policies pertaining to what constitutes serious or repeated lease violations, and other good cause, based upon the content of the PHA lease. In the development of the terms of the lease, the PHA must consider the limitations imposed by state and local landlord-tenant law, as well as HUD regulations and federal statutes. Because of variations in state and local landlord-tenant law, and because HUD affords PHAs wide discretion in some areas, a broad range of policies could be acceptable.

The PHA, with some restrictions, also has the option to terminate the tenancies of families who are over income.

The PHA may consider alternatives to termination and must establish policies describing the criteria the PHA will use when deciding what action to take, the types of evidence that will be acceptable, and the steps the PHA must take when terminating a family's lease.

### 13-III.B. MANDATORY LEASE PROVISIONS [24 CFR 966.4(l)(5)]

This section addresses provisions for lease termination that must be included in the lease agreement according to HUD regulations. Although the provisions are required, HUD does not require PHAs to terminate for such violations in all cases, therefore PHA policies are needed.

#### ***Definitions*** [24 CFR 5.100]

The following definitions will be used for this and other parts of this chapter:

*Covered person* means a tenant, any member of the tenant's household, a guest, or another person under the tenant's control.

*Dating violence* is defined in section 16-VII.B.

*Domestic violence* is defined in section 16-VII-B.

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

*Drug-related criminal activity* means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with the intent to manufacture, sell, distribute, or use the drug.

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

*Household* means the family and PHA-approved live-in aide. The term household also includes foster children and/or foster adults that have been approved to reside in the unit [HUD-50058, Instruction Booklet, p. 65].

*Immediate family member* is defined in section 16-VII-B.

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

*Premises* mean the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

*Stalking* is defined in section 16-VII-B.

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

### **Drug Crime On or Off the Premises [24 CFR 966.4(l)(5)(i)(B)]**

The lease must provide that drug-related criminal activity engaged in on or off the premises by the tenant, member of the tenant's household or guest, or any such activity engaged in on the premises by any other person under the tenant's control is grounds for termination.

#### HACC Policy

The HACC will terminate the lease for drug-related criminal activity engaged in on or off the premises by any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control.

The HACC will consider all credible evidence, including but not limited to, any record of arrests or convictions of covered persons related to the drug-related criminal activity.

A record of arrest(s) will not be used as the basis for the termination or proof that the participant engaged in disqualifying criminal activity.

In making its decision to terminate the lease, the HACC will consider alternatives as described in Section 13-III.D and other factors as described in Sections 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, the HACC may, on a case-by-case basis, choose not to terminate the lease.

### **Illegal Use of a Drug [24 CFR 966.4(l)(5)(i)(B)]**

The lease must provide that a PHA may evict a family when the PHA determines that a household member is illegally using a drug or that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

#### HACC Policy

The HACC will terminate the lease when the HACC determines that a household member is illegally using a drug or the HACC determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

A pattern of illegal drug use means more than one incident of any use of illegal drugs during the previous six months.

The HACC will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the use of illegal drugs.

A record of arrest(s) will not be used as the basis for the termination or proof that the participant engaged in disqualifying criminal activity.

In making its decision to terminate the lease, the HACC will consider alternatives as described in Section 13-III.D and other factors as described in Sections 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, the HACC may, on a case-by-case basis, choose not to terminate the lease.

### **Threat to Other Residents [24 CFR 966.4(l)(5)(ii)(A)]**

The lease must provide that any criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including PHA management staff residing on the premises) or by persons residing in the immediate vicinity of the premises are grounds for termination of tenancy.

#### HACC Policy

The HACC will terminate the lease when a covered person engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or HACC management and other staff or by persons residing in the immediate vicinity of the premises; as well as for any criminal activity that impacts the marketability and financial viability of the premises.

*Immediate vicinity* means within a three-block radius of the premises.

The HACC will consider all credible evidence, including but not limited to, any record of arrests or convictions of covered persons related to the criminal activity.

A record of arrest(s) will not be used as the basis for the termination or proof that the participant engaged in disqualifying criminal activity.

In making its decision to terminate the lease, the HACC will consider alternatives as described in Section 13-III.D and other factors as described in Sections 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, the HACC may, on a case-by-case basis, choose not to terminate the lease.

### **Alcohol Abuse [24 CFR 966.4(l)(5)(vi)(A)]**

PHAs must establish standards that allow termination of tenancy if the PHA determines that a household member has engaged in abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

#### HACC Policy

The HACC will terminate the lease if the HACC determines that a household member has engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

A pattern of such alcohol abuse means more than one incident of any such abuse of alcohol during the previous six months.

The HACC will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the abuse of alcohol.

A record of arrest(s) will not be used as the basis for the termination or proof that the participant engaged in disqualifying criminal activity.

In making its decision to terminate the lease, the HACC will consider alternatives as described in Section 13-III.D and other factors as described in Sections 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, the HACC may, on a case-by-case basis, choose not to terminate the lease.



**Furnishing False or Misleading Information Concerning Illegal Drug Use, Alcohol Abuse or Rehabilitation [24 CFR 966.4(l)(5)(vi)(B)]**

PHAs must establish standards that allow termination of tenancy if the PHA determines that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

HACC Policy

The HACC will terminate the lease if the PHA determines that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

The HACC will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the use of illegal drugs or the abuse of alcohol, and any records or other documentation (or lack of records or documentation) supporting claims of rehabilitation of illegal drug users or alcohol abusers.

In making its decision to terminate the lease, the HACC will consider alternatives as described in Section 13-III.D and other factors as described in Sections 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, the HACC may, on a case-by-case basis, choose not to terminate the lease.

**Other Serious or Repeated Violations of Material Terms of the Lease – Mandatory Lease Provisions [24 CFR 966.4(l)(2)(i) and 24 CFR 966.4(f)]**

HUD regulations require certain tenant obligations to be incorporated into the lease. Violations of such regulatory obligations are considered to be serious or repeated violations of the lease and grounds for termination. Incidents of actual or threatened domestic violence, dating violence, or stalking may not be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence or stalking [24CFR 5.2005(c)(1)].

**HACC Policy**

The HACC will terminate the lease for the following violations of tenant obligations under the lease:

Failure to make payments due under the lease, including nonpayment of rent (see Chapter 8 for details pertaining to lease requirements for payments due);

Repeated late payment of rent or other charges. Three (3) late payments within any 12 month period shall constitute a repeated late payment.

Failure to fulfill the following household obligations:

Not to assign the lease or to sublease the dwelling unit. Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.

Not to provide accommodations for boarders or lodgers

To use the dwelling unit solely as a private dwelling for the tenant and the tenant's household as identified in the lease, and not to use or permit its use for any other purpose

To abide by necessary and reasonable regulations promulgated by the HACC for the benefit and well-being of the housing project and the tenants which shall be posted in the project site's management office and incorporated by reference in the lease

To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety

To keep the dwelling unit and such other areas as may be assigned to the tenant for the tenant's exclusive use in a clean and safe condition

To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner

To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators

To refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project

To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to project buildings, facilities or common areas) caused by the tenant, a member of the household or a guest

To act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition

In making its decision to terminate the lease, the PHA will consider alternatives as described in Section 13-III.D and other factors as described in Sections 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate the lease.

### **13-III.C. OTHER AUTHORIZED REASONS FOR TERMINATION [24 CFR 966.4(l)(2) and (5)(ii)(B)]**

HUD authorizes PHAs to terminate the lease for reasons other than those described in the previous sections. These reasons are referred to as "other good cause."

#### **Other Good Cause [24 CFR 966.4(l)(2)(ii)(B) and (C)]**

HUD regulations state that the PHA may terminate tenancy for other good cause. The regulations provide a few examples of other good cause, but do not limit the PHA to only those examples. The Violence against Women Reauthorization Act of 2013 explicitly prohibits PHAs from considering incidents of actual or threatened domestic violence, dating violence, or stalking as "other good cause" for terminating the assistance, tenancy or occupancy rights of the victim or threatened victim of such violence [24 CFR 5.2005 (c)(1)].

#### HACC Policy

The PHA will terminate the lease for the following reasons.

*Fugitive Felon or Parole Violator.* If a tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under federal or state law.

*Persons subject to sex offender registration requirement.* If any member of the household has, during their current public housing tenancy, become subject to a registration requirement under a state sex offender registration program.

Discovery of facts after admission to the program that would have made the tenant ineligible

Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income

Failure to furnish such information and certifications regarding family composition and income as may be necessary for the HACC to make determinations with respect to rent, eligibility, and the appropriateness of dwelling unit size

Failure to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by the HACC that such a dwelling unit is available

Failure to permit access to the unit by the HACC after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists

Failure to promptly inform the HACC of the birth, adoption or court-awarded custody of a child. In such a case, promptly means within 10 business days of the event.

Failure to abide by the provisions of the HACC pet policy

If the family has breached the terms of a repayment agreement entered into with the HACC

If a family member has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.

If a household member has engaged in or threatened violent or abusive behavior toward HACC personnel.

*Abusive or violent behavior towards HACC personnel* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

*Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

In making its decision to terminate the lease, the HACC will consider alternatives as described in Section 13-III.D and other factors described in Sections 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, the HACC may, on a case-by-case basis, choose not to terminate the lease.

#### ***Family Absence from Unit [24 CFR 982.551(i)]***

It is reasonable that the family may be absent from the public housing unit for brief periods. However, the PHA needs a policy on how long the family may be absent from the unit. Absence in this context means that no member of the family is residing in the unit.

#### **HACC Policy**

The family must supply any information or certification requested by the HACC to verify that the family is living in the unit, or relating to family absence from the unit, including any HACC-requested information or certification on the purposes of family absences. The family must cooperate with the HACC for this purpose.

The family must promptly notify the HACC when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than 30 calendar days. In such a case promptly means within 10 business days of the start of the extended absence.

If a family is absent from the public housing unit for more than 90 consecutive days without notice to the HACC, and the family does not adequately verify that they are living in the unit, the HACC will terminate the lease for other good cause.

*Abandonment of the unit.* If the family appears to have vacated the unit without giving proper notice, the HACC will follow state and local landlord-tenant law pertaining to abandonment before taking possession of the unit. If necessary, the HACC will secure the unit immediately to prevent vandalism and other criminal activity.

### **Over-Income Families [24 CFR 960.261 and FR 11/26/04, p. 68786]**

Subject to certain restrictions, HUD authorizes PHAs to evict or terminate the tenancies of families because they are over income. Unless required to do so by local law, the PHA may not evict or terminate the tenancy of a family solely because the family is over income if: (1) the family has a valid contract of participation in the Family Self-Sufficiency (FSS) program, or (2) the family is currently receiving the earned income disallowance. This rule does not require PHAs to evict over-income residents, but rather gives PHAs the discretion to do so thereby making units available for applicants who are income-eligible.

#### HACC Policy

The HACC will not evict or terminate the tenancies of families solely because they are over income.

### **13-III.D. ALTERNATIVES TO TERMINATION OF TENANCY**

#### **Exclusion of Culpable Household Member [24 CFR 966.4(l)(5)(vii)(C)]**

As an alternative to termination of the lease for criminal activity or alcohol abuse HUD provides that the PHA may consider exclusion of the culpable household member. Such an alternative can be used for any other reason where such a solution appears viable in accordance with PHA policy.

Additionally, under the Violence against Women Reauthorization Act of 2013, the PHA may bifurcate a lease in order to terminate the tenancy of an individual who is a tenant or lawful occupant of a unit and engages in criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking.

#### HACC Policy

The HACC will consider requiring the tenant to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

As a condition of the family's continued occupancy, the head of household must certify that the culpable household member has vacated the unit and will not be permitted to visit or to stay as a guest in the assisted unit. The family must present evidence of the former household member's current address upon HACC request.

#### **Repayment of Family Debts**

##### HACC Policy

If a family owes amounts to the HACC, as a condition of continued occupancy, the HACC will require the family to repay the full amount or to enter into a repayment agreement, within 15 days of receiving notice from the HACC of the amount owed. See Chapter 16 for policies on repayment agreements.

### 13-III.E. CRITERIA FOR DECIDING TO TERMINATE TENANCY

A PHA that has grounds to terminate a tenancy is not required to do so, except as explained in Part II of this chapter, and may consider all of the circumstances relevant to a particular case before making a decision.

#### **Evidence [24 CFR 982.553(c)]**

For criminal activity, HUD permits the PHA to terminate the lease if a *preponderance of the evidence* indicates that a household member has engaged in the activity, regardless of whether the household member has been arrested or convicted, and without satisfying the standard of proof used for a criminal conviction.

#### HACC Policy

The HACC will use the concept of the preponderance of the evidence as the standard for making all termination decisions.

*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 which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

### **Consideration of Circumstances [24 CFR 966.4(l)(5)(vii)(B)]**

Although it is required that certain lease provisions exist for criminal activity and alcohol abuse, HUD provides that the PHA may consider all circumstances relevant to a particular case in order to determine whether or not to terminate the lease.

Such relevant circumstances can also be considered when terminating the lease for any other reason.

#### HACC Policy

The HACC will consider the following facts and circumstances before deciding whether to terminate the lease for any of the HUD required lease provisions or for any other reasons:

- The seriousness of the offending action, especially with respect to how it would affect other residents' safety or property

- The extent of participation or culpability of the leaseholder, or other household members, in the offending action, including whether the culpable member is a minor, a person with disabilities, or (as discussed further in section 13-III.F) a victim of domestic violence, dating violence, or stalking

- The effects that the eviction will have on other family members who were not involved in the action or failure to act

- The effect on the community of the termination, or of the HACC's failure to terminate the tenancy

- The effect of the HACC's decision on the integrity of the public housing program

- The demand for housing by eligible families who will adhere to lease responsibilities

- The extent to which the leaseholder has shown personal responsibility and whether they have taken all reasonable steps to prevent or mitigate the offending action

- The length of time since the violation occurred, including the age of the individual at the time of the conduct, as well as the family's recent history, and the likelihood of favorable conduct in the future



While a record of arrest(s) will not be used as the basis for termination, an arrest may, however, trigger an investigation to determine whether the participant actually engaged in disqualifying criminal activity. As part of its investigation, the PHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The PHA may also consider:

- Any statements made by witnesses or the participant not included in the police report

- Whether criminal charges were filed

- Whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal

- Any other evidence relevant to determining whether or not the participant engaged in disqualifying activity

Evidence of criminal conduct will be considered if it indicates a demonstrable risk to safety and/or property.

In the case of program abuse, the dollar amount of the underpaid rent and whether or not a false certification was signed by the family

### **Consideration of Rehabilitation [24 CFR 966.4(l)(5)(vii)(D)]**

HUD authorizes PHAs to take into consideration whether a household member who had used illegal drugs or abused alcohol and is no longer engaging in such use or abuse is participating in or has successfully completed a supervised drug or alcohol rehabilitation program.

#### **HACC Policy**

In determining whether to terminate the lease for illegal drug use or a pattern of illegal drug use, or for abuse or a pattern of abuse of alcohol, by a household member who is no longer engaging in such use or abuse, the HACC will consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully.

For this purpose the HACC will require the tenant to submit evidence in the form of a formal certification of the household member's current participation in, or successful completion of, an approved, licensed and supervised drug or alcohol rehabilitation program recognized by the HACC.

### **Reasonable Accommodation [24 CFR 966.7]**

If the family includes a person with disabilities, the PHA's decision to terminate the family's lease is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

#### **HACC Policy**

If a family indicates that the behavior of a family member with a disability is the reason for a proposed termination of lease, the HACC will determine whether the behavior is related to the disability. If so, upon the family's request within 15 calendar days, the HACC will determine whether alternative measures are appropriate as a reasonable accommodation. The HACC will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed lease termination. See Chapter 2 for a discussion of reasonable accommodation.

### **Nondiscrimination Limitation [24 CFR 966.4(l)(5)(vii)(F)]**

The PHA's eviction actions must be consistent with fair housing and equal opportunity provisions of 24 CFR 5.105.

### **13-III.F. TERMINATIONS RELATED TO DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING**

This section addresses the protections against termination of tenancy that the Violence against Women Act of 2005 (VAWA) provides for public housing residents who are victims of domestic violence, dating violence or stalking. For general VAWA requirements and PHA policies pertaining to notification, documentation and confidentiality, see section 16-VII of this ACOP, where definitions of key VAWA terms are also located.

#### **VAWA Protections against Termination [24 CFR 5.2005(c)]**

VAWA provides no person may deny assistance, tenancy, or occupancy rights to public housing to a tenant on the basis or as a direct result of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking that is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, if the tenant or affiliated individual is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking [FR Notice 8/6/13].

VAWA further provides that incidents of actual or threatened domestic violence, dating violence, or stalking may not be construed either as serious or repeated violations of the lease by the victim or threatened victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence [24CFR 5.2005(c)(1) , FR Notice 8/6/13].

#### **Limits on VAWA Protections [24 CFR 5.2005(d) and (e) , FR Notice 8/6/13]**

While VAWA prohibits a PHA from using domestic violence, dating violence, or stalking as the cause for a termination or eviction action against a public housing tenant who is the victim of the abuse, the protections it provides are not absolute. Specifically:

- VAWA does not limit a PHA's otherwise available authority to terminate assistance to or evict a victim for lease violations not premised on an act of domestic violence, dating violence, or stalking providing that the PHA does not subject the victim to a more demanding standard than the standard to which it holds other tenants.
- VAWA does not limit a PHA's authority to terminate the tenancy of any public housing tenant if the PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's tenancy is not terminated.

HUD regulations define *actual and imminent threat* to mean words, gestures, actions or other indicators of a physical threat that (a) is real, (b) would occur within an immediate time frame, and (c) could result in death or serious bodily harm [24CFR 5.2005(d)(2) and (e)]. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk
- The nature and severity of the potential harm
- The likelihood that the potential harm would occur
- The length of time before the potential harm would occur [24 CFR 5.2005 (e)]

In order to demonstrate an actual and imminent threat, the PHA must have objective evidence of words, gestures, actions or other indicators. Even when a victim poses an actual and imminent threat, however, HUD regulations authorize a PHA to terminate the victim's assistance "only when there are no other actions that could be taken to reduce or eliminate the threat, including but not limited to transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat" [24 CFR 5.2005(d)(3)]. Additionally, HUD regulations state that restrictions "predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents" [24 CFR 5.2005(d)(3)].

#### HACC Policy

In determining whether a public housing tenant who is a victim of domestic violence, dating violence, or stalking is an actual and imminent threat to other tenants or those employed at or providing service to a property, the HACC will consider the following, and any other relevant, factors:

Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, or stalking

Whether the threat is a physical danger beyond a speculative threat

Whether the threat is likely to happen within an immediate time frame

Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location, transferring the victim to another unit or seeking a legal remedy to prevent the perpetrator from acting on the threat

If the tenant wishes to contest the HACC's determination that he or she is an actual and imminent threat to other tenants or employees, the tenant may do so as part of the grievance hearing or in a court proceeding.

#### **Documentation of Abuse [24 CFR 5.2007]**

##### HACC Policy

When an individual facing termination of tenancy for reasons related to domestic violence, dating violence or stalking claims protection under VAWA, the HACC will request in writing that the individual provide documentation supporting the claim in accordance with the policies in section 16-VII.D of this ACOP.

The HACC reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. In such cases the HACC will document the waiver in the individual's file.

## **Terminating or Evicting a Perpetrator of Domestic Violence**

Although VAWA provides protection from termination for victims of domestic violence, it does not provide protection for perpetrators. In fact, VAWA gives the PHA the explicit authority to bifurcate a lease, or to remove a household member from a lease, "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" [FR Notice 8/6/13]. "in order to evict, remove, terminate occupancy rights, or terminate assistance to any tenant or lawful occupant who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is a tenant or lawful occupant."

Specific lease language affirming the PHA's authority to bifurcate a lease is not necessary and the authority supersedes any local, state, or other federal law to the contrary. However, if the PHA chooses to exercise its authority, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law for eviction, lease termination, or termination of assistance. This means that the PHA must follow the same rules when terminating or evicting an individual as it would when terminating or evicting an entire family [FR Notice 3/16/07]. The PHA must not initiate eviction procedures until 30 days after the lease bifurcation [Notice PIH 2017-08].

### **HACC Policy**

The HACC will bifurcate a family's lease and terminate the tenancy of a family member if the HACC determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the tenancy or program assistance of the remaining, non-culpable family members.

In making its decision, the HACC will consider all credible evidence, including, but not limited to, a signed certification (form HUD-50066) or other documentation of abuse submitted to the HACC by the victim in accordance with this section and section 16-VII.D. The HACC will also consider the factors in section 13.III.E. Upon such consideration, the HACC may, on a case- by-case basis, choose not to bifurcate the lease and terminate the tenancy of the culpable family member.

If the HACC does bifurcate the lease and terminate the tenancy of the culpable family member, it will do so in accordance with the lease, applicable law, and the policies in this ACOP. If the person removed from the lease was the only tenant eligible to receive assistance, the PHA must provide any remaining tenant a chance to establish eligibility for the unit. If the remaining tenant cannot do so, the PHA must provide the tenant reasonable time to find new housing or to establish eligibility for another housing program covered by VAWA 2013.

## **PART IV: NOTIFICATION REQUIREMENTS, EVICTION PROCEDURES AND RECORD KEEPING**

### **13-IV.A. OVERVIEW**

HUD regulations specify the requirements for the notice that must be provided prior to lease termination. This part discusses those requirements and the specific requirements that precede and follow termination for certain criminal activities which are addressed in the regulations. This part also discusses specific requirements pertaining to the actual eviction of families and record keeping.

### **13-IV.B. CONDUCTING CRIMINAL RECORDS CHECKS [24 CFR 5.903(e)(ii) and 24 CFR 960.259]**

HUD authorizes PHAs to conduct criminal records checks on public housing residents for lease enforcement and eviction. PHA policy determines when the PHA will conduct such checks.

#### HACC Policy

The HACC will conduct criminal records checks when it has come to the attention of the HACC, 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 HACC may not pass along to the tenant the costs of a criminal records check.

### **13-IV.C. DISCLOSURE OF CRIMINAL RECORDS TO FAMILY [24 CFR 5.903(f), 24 CFR 5.905(d) and 24 CFR 966.4(l)(5)(iv)]**

In conducting criminal records checks, if the PHA uses the authority of 24 CFR 5.903 and 5.905 to obtain such information, certain protections must be afforded the tenant before any adverse action is taken. In such cases if the PHA obtains criminal records information from a state or local agency showing that a household member has been convicted of a crime, or is subject to a sex offender registration requirement, relevant to lease enforcement or eviction, the PHA must notify the household of the proposed action and must provide the subject of the record and the tenant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information before an eviction or lease enforcement action is taken.

#### **HACC Policy**

In all cases where criminal record or sex offender registration information would result in lease enforcement or eviction, the HACC will notify the household in writing of the proposed adverse action and will provide the subject of the record and the tenant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information before an eviction or lease enforcement action is taken.

The family will be given 15 calendar days from the date of the HACC notice, to dispute the accuracy and relevance of the information. If the family does not contact the HACC to dispute the information within that 15 calendar day period, the HACC will proceed with the termination action.

Should the tenant not exercise their right to dispute prior to any adverse action, the tenant still has the right to dispute in the grievance hearing or court trial.

### **13-IV.D. LEASE TERMINATION NOTICE [24 CFR 966.4(l)(3)]**

#### **Form, Delivery, and Content of the Notice**

Notices of lease termination must be in writing. The notice must state the specific grounds for termination, the date the termination will take place, the resident's right to reply to the termination notice, and their right to examine PHA documents directly relevant to the termination or eviction. If the PHA does not make the documents available for examination upon request by the tenant, the PHA may not proceed with the eviction [24 CFR 996.4(m)].

When the PHA is required to offer the resident an opportunity for a grievance hearing, the notice must also inform the resident of their right to request a hearing in accordance with the PHA's grievance procedure. In these cases, the tenancy shall not terminate until the time for the tenant to request a grievance hearing has expired and the grievance procedure has been completed.

When the PHA is not required to offer the resident an opportunity for a grievance hearing because HUD has made a due process determination and the lease termination is for criminal activity that threatens health, safety or right to peaceful enjoyment or for drug-related criminal activity, the notice of lease termination must state that the tenant is not entitled to a grievance hearing on the termination. It must specify the judicial eviction procedure to be used by the PHA for eviction of the tenant, and state that HUD has determined that the eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations. The notice must also state whether the eviction is for a criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the PHA, or for a drug-related criminal activity on or off the premises.

#### **HACC Policy**

The HACC will attempt to deliver notices of lease termination directly to the tenant or an adult member of the household. If such attempt fails, the notice will be sent by first-class regular or certified mail the same day.

All notices of lease termination will include a copy of the forms HUD-5382 and HUD-5380 to accompany the termination notice. Any tenant who claims that the cause for termination involves domestic violence, dating violence, or stalking of which the tenant or affiliated individual of the tenant is the victim will be given the opportunity to provide documentation in accordance with the policies in section 13-III.F and 16-VII.D.



### **Timing of the Notice [24 CFR 966.4(l)(3)(i)]**

The PHA must give written notice of lease termination of:

- 14 calendar days in the case of failure to pay rent
- A reasonable period of time considering the seriousness of the situation (but not to exceed 30 calendar days)

If the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises is threatened

If any member of the household has engaged in any drug-related criminal activity or violent criminal activity

If any member of the household has been convicted of a felony

- 30 calendar days in any other case, except that if a state or local law allows a shorter notice period, such shorter period shall apply.

#### HACC Policy

The HACC will give written notice of 14 calendar days for nonpayment of rent and other permitted charges. The HACC will give written notice of 30 calendar days for all other lease termination, or if state or local law allows less than 30 calendar days, such shorter notice will be given.

The Notice to Quit that may be required under state or local law may be combined with or run concurrently with the notice of lease termination.

### **Notice of Nonrenewal Due to Community Service Noncompliance [24 CFR 966.4(l)(2)(ii)(D), 24 CFR 960.603(b) and 24 CFR 960.607(b)]**

When the PHA finds that a family is in noncompliance with the community service requirement, the tenant and any other noncompliant resident must be notified in writing of this determination. Notices of noncompliance will be issued in accordance with the requirements and policies in Section 11-I.E.

#### HACC Policy

If after receiving a notice of initial noncompliance the family does not request a grievance hearing, or does not take either corrective action required by the notice within the required timeframe, a termination notice will be issued in accordance with the policies above.

If a family agreed to cure initial noncompliance by signing an agreement, and is still in noncompliance after being provided the 12-month opportunity to cure, the family will be issued a notice of continued noncompliance. The notice of continued noncompliance will be sent in accordance with the policies in Section 11-I.E. and will also serve as the notice of termination of tenancy.

### **Notice of Termination Based on Citizenship Status [24 CFR 5.514 (c) and (d)]**

In cases where termination of tenancy is based on citizenship status, HUD requires the notice of termination to contain additional information. In addition to advising the family of the reasons their assistance is being terminated, the notice must also advise the family of any of the following that apply: the family's eligibility for proration of assistance, the criteria and procedures for obtaining relief under the provisions for preservation of families, the family's right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or a written explanation in support of the appeal, and the family's right to request an informal hearing with the PHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal. Please see Chapter 14 for the PHA's informal hearing procedures.

### **13-IV.E. EVICTION [24 CFR 966.4(l)(4) and 966.4(m)]**

Eviction notice means a notice to vacate, or a complaint or other initial pleading used under state or local law to commence an eviction action. The PHA may only evict the tenant from the unit by instituting a court action, unless the law of the jurisdiction permits eviction by administrative action, after a due process administrative hearing, and without a court determination of the rights and liabilities of the parties.

#### HACC Policy

When a family does not vacate the unit after receipt of a Notice of Lease Termination and Notice to Quit and Demand for Possession, by the deadline given in the notice, the HACC will follow state and local landlord-tenant law in filing an eviction action with the local court that has jurisdiction in such cases.

If the eviction action is finalized in court and the family remains in occupancy beyond the deadline to vacate given by the court, HACC will seek the assistance of the court to remove the family from the premises as per state and local law.

The PHA may not proceed with an eviction action if the PHA has not made available the documents to be used in the case against the family, and has not afforded the family the opportunity to examine and copy such documents in accordance with the provisions of 24 CFR 966.4(l)(3) and (m).

### **13-IV.F. NOTIFICATION TO POST OFFICE [24CFR 966.4(l)(5)(iii)(B)]**

When the HACC evicts an individual or family for criminal activity, including drug-related criminal activity, the HACC must notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.

### **13-IV.G. RECORD KEEPING**

For more information concerning general record keeping, see Chapter 16.

#### HACC Policy

A written record of every termination and/or eviction will be maintained by the HACC at the development where the family was residing, and will contain the following information:

- Name of resident, number and identification of unit occupied

- Date of the notice of lease termination and any other notices required by state or local law; these notices may be on the same form and will run concurrently

- Specific reason(s) for the notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the notices described in detail (other than any criminal history reports obtained solely through the authorization provided in 24 CFR 5.903 and 5.905)

- Date and method of notifying the resident

- Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions

## Chapter 14

### GRIEVANCES AND APPEALS

#### INTRODUCTION

This chapter discusses grievances and appeals pertaining to PHA actions or failures to act that adversely affect public housing applicants or residents. The policies are discussed in the following three parts:

Part I: Informal Hearings for Public Housing Applicants. This part outlines the requirements and procedures for informal hearings for public housing applicants.

Part II: Informal Hearings with Regard to Noncitizens. This part discusses informal hearings regarding citizenship status and where they differ from the requirements for general applicant and tenant grievances.

Part III: Grievance Procedures for Public Housing Residents. This part outlines the requirements and procedures for handling grievances for public housing residents.

Note that this chapter is not the PHA's grievance procedure. The grievance procedure is a document separate from the ACOP. This chapter of the ACOP provides the policies that drive the grievance procedure.

#### PART I: INFORMAL HEARINGS FOR PUBLIC HOUSING APPLICANTS

##### 14-I.A. OVERVIEW

When the PHA makes a decision that has a negative impact on an applicant family, the family is often entitled to appeal the decision. For applicants, the appeal takes the form of an informal hearing. HUD regulations do not provide a structure for or requirements regarding informal hearings for applicants (except with regard to citizenship status, to be covered in Part II). This part discusses the PHA policies necessary to respond to applicant appeals through the informal hearing process.

#### **14-I.B. INFORMAL HEARING PROCESS [24 CFR 960.208(a) and PH Occ GB, p. 58]**

Informal hearings are provided for public housing applicants. An applicant is someone who has applied for admission to the public housing program, but is not yet a tenant in the program. Informal hearings are intended to provide a means for an applicant to dispute a determination of ineligibility for admission to a project [24 CFR 960.208(a)]. Applicants to public housing are not entitled to the same hearing process afforded tenants under the PHA grievance procedure [24 CFR 966.53(a) and PH Occ GB, p. 58].

Informal hearings provide applicants the opportunity to review the reasons for denial of admission and to present evidence to refute the grounds for denial.

##### **Use of Informal Hearing Process**

While the PHA must offer the opportunity of an informal hearing to applicants who have been determined as ineligible for admission, the PHA could make the informal hearing process available to applicants who wish to dispute other PHA actions that adversely affect them.

##### HACC Policy

The HACC will only offer informal hearings to applicants for the purpose of disputing denials of admission.

##### **Notice of Denial [24 CFR 960.208(a)]**

The PHA must give an applicant prompt notice of a decision denying eligibility for admission. The notice must contain a brief statement of the reasons for the PHA decision, and must also state that the applicant may request an informal hearing to dispute the decision. The notice must describe how to obtain the informal hearing.

##### HACC Policy

As applicable, HACC's notice of denial will include information about required or requested remote informal hearings.

When denying eligibility for admission, the PHA must provide the family a notice of VAWA rights (form HUD-5380) as well as the HUD VAWA self-certification form (form HUD-5382) in accordance with the Violence against Women Reauthorization Act of 2013, and as outlined in 16-VII.C. The notice and self-certification form must accompany the written notification of the denial of eligibility determination.

Prior to notification of denial based on information obtained from criminal or sex offender registration records, the family, in some cases, must be given the opportunity to dispute the information in those records which would be the basis of the denial. See Section 3-III.G for details concerning this requirement.

## **Scheduling an Informal Hearing**

### HACC Policy

A request for an informal hearing must be made in writing and delivered to the HACC either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of the HACC's notification of denial of admission.

Except as provided in Section 3-III.F, the HACC will schedule and send written notice of the informal hearing within 10 business days of the family's request.

If the HACC informal hearing will be conducted remotely, at the time the notice is sent to the family, the family will be informed regarding the process involved in a remote informal hearing.

## **Conducting an Informal Hearing [PH Occ. GB, p. 58]**

### HACC Policy

The informal hearing will be conducted by a person other than the one who made or approved the decision under review, and other than a person who is a subordinate of this person who made or approved the decision.

The applicant will be provided an opportunity to present written or oral objections to the decision of the HACC.

The person conducting the informal hearing will make a recommendation to the HACC based on the documentation and/or oral information provided and verified, but the HACC is responsible for making the final decision as to whether admission should be granted or denied.

## **Remote Informal Hearings [Notice PIH 2020-32]**

There is no requirement that informal hearings be conducted in-person, and as such, HUD allows PHAs to conduct all or a portion of their informal hearings remotely either over the phone, via video conferencing, or through other virtual platforms. If the PHA chooses to conduct remote informal hearings, applicants may still request an in-person informal hearing, as applicable.

### HACC Policy

HACC has the sole discretion to require that informal hearings be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster.

In addition, HACC will conduct an informal hearing remotely upon request of the applicant as a reasonable accommodation for a person with a disability, if an applicant does not have child care or transportation that would enable them to attend the informal hearing, or if the applicant believes an in-person informal hearing would create an undue health risk. HACC will consider other reasonable requests for a remote informal hearing on a case-by-case basis.

### **Ensuring Accessibility for Persons with Disabilities and LEP Individuals**

As with in-person informal hearings, the platform for conducting remote informal hearings must be accessible to persons with disabilities and the informal hearing must be conducted in accordance with Section 504 and accessibility requirements. This includes ensuring any information, websites, emails, digital notifications, and other virtual platforms are accessible for persons with vision, hearing, and other disabilities. Further, providing effective communication in a digital context may require the use of individualized auxiliary aids or services, such as audio description, captioning, sign language and other types of interpreters, keyboard accessibility, accessible documents, screen reader support, and transcripts. Auxiliary aids or services must be provided in accessible formats, in a timely manner, and in such a way to protect the privacy and independence of the individual. PHAs may never request or require that individuals with disabilities provide their own auxiliary aids or services, including for remote informal hearings.

If no method of conducting a remote informal hearing is available that appropriately accommodates an individual's disability, the PHA may not hold against the individual his or her inability to participate in the remote informal review, and the PHA should consider whether postponing the remote informal hearing to a later date is appropriate or whether there is a suitable alternative.

Due to the individualized nature of disability, the appropriate auxiliary aid or service necessary, or reasonable accommodation, will depend on the specific circumstances and requirements.

As with in-person hearings, Limited English Proficiency (LEP) requirements also apply to remote informal hearings, including the use of interpretation services and document translation. See Chapter 2 for a more thorough discussion of accessibility and LEP requirements, all of which apply in the context of remote informal hearings.

### **Conducting Remote Informal Hearings [Notice PIH 2020-32]**

The PHA must ensure that the lack of technology or inability to use technology for remote informal hearings does not pose a disadvantage to families that may not be apparent to the PHA. The PHA should determine through a survey or other means if these barriers exist prior to conducting the remote informal hearing and, if the family does not have the proper technology to fully participate, either postpone the informal hearing or provide an alternative means of access.

As with in-person informal hearings, the PHA must provide all materials presented, whether paper or electronic, to the family prior to the remote informal hearing. The family must also be provided with an accessible means by which to transmit their own evidence.

The PHA must ensure that the applicant has the right to hear and be heard. All PHA policies and processes for remote informal hearings will be conducted in accordance with due process requirements and will be in compliance with HUD regulations at 24 CFR 966.56 and the guidance for conducting remote hearings specified in Notice PIH 2020-32.

#### HACC Policy

HACC will conduct remote informal hearings via a video conferencing platform, when available. If, after attempting to resolve any barriers, applicants are unable to adequately access the video conferencing platform at any point, or upon applicant request, the informal hearing will be conducted by telephone conferencing call-in. If the family is unable to adequately access the telephone conferencing call-in at any point, the remote informal hearing will be postponed, and an in-person alternative will be provided promptly within a reasonable time.

At least five business days prior to scheduling the remote hearing, HACC will provide the family with login information and/or conferencing call-in information and an electronic copy of all materials being presented via first class mail and/or email. The notice will advise the family of technological requirements for the hearing and request the family notify the HACC of any known barriers. HACC will resolve any barriers using the guidance in Section 6 of Notice PIH 2020-32, including offering the family the opportunity to attend an in-person hearing.

If the informal hearing is to be conducted remotely, HACC will require the family to provide any documents directly relevant to the informal hearing at least 24 hours before the scheduled hearing through the mail, via email, or text. The PHA will scan and email copies of these documents to the HACC representative and to the person conducting the informal hearing the same day.

Documents will be shared electronically whenever possible.

HACC will follow up the email with a phone call and/or email to the applicant at least one business day prior to the remote informal hearing to ensure that the applicant received all information and is comfortable accessing the video conferencing or call-in platform.

HACC will ensure that all electronic information stored or transmitted with respect to the informal hearing is secure, including protecting personally identifiable information (PII), and meets the requirements for accessibility for persons with disabilities and persons with LEP. Whether the informal hearing is to be conducted via videoconferencing or telephone call-in, the PHA will provide all parties login information and/or conferencing call-in information before the informal hearing.



## **Informal Hearing Decision [PH Occ. GB, p. 58]**

### HACC Policy

The HACC will notify the applicant of HACC's final decision, including a brief statement of the reasons for the final decision.

In rendering a decision, the HACC will evaluate the following matters:

Whether or not the grounds for denial were stated factually in the notice

The validity of grounds for denial of admission. If the grounds for denial are not specified in the regulations or in HACC policy, then the decision to deny assistance will be overturned. See Chapter 3 for a detailed discussion of the grounds for applicant denial.

The validity of the evidence. The HACC will evaluate whether the facts presented prove the grounds for denial of admission. If the facts prove that there are grounds for denial, and the denial is required by HUD, the HACC will uphold the decision to deny admission.

If the facts prove the grounds for denial, and the denial is discretionary, the HACC will consider the recommendation of the person conducting the informal hearing in making the final decision whether to deny admission.

The HACC will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed, with return receipt requested, within 15 calendar days of the informal hearing, to the applicant and his or her representative, if any.

If the informal hearing decision overturns the denial, processing for admission will resume.

If the family fails to appear for their informal hearing, the denial of admission will stand and the family will be so notified.

### **Reasonable Accommodation for Persons with Disabilities [24 CFR 966.7]**

Persons with disabilities may request reasonable accommodations to participate in the informal hearing process and the PHA must consider such accommodations. The PHA must also consider reasonable accommodation requests pertaining to the reasons for denial if related to the person's disability. See Chapter 2 for more detail pertaining to reasonable accommodation requests.

## **PART II: INFORMAL HEARINGS WITH REGARD TO NONCITIZENS**

### **14-II.A. HEARING AND APPEAL PROVISIONS FOR NONCITIZENS [24 CFR 5.514]**

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. These special hearings are referred to in the regulations as informal hearings, but the requirements for such hearings are different from the informal hearings used to deny applicants for reasons other than immigration status.

Assistance to a family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while the PHA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or the PHA informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

#### **Notice of Denial or Termination of Assistance [24 CFR 5.514(d)]**

As discussed in Chapters 3 and 13, the notice of denial or termination of assistance for noncitizens must advise the family of any of the following that apply:

- That financial assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination of assistance.
- The family may be eligible for proration of assistance.
- In the case of a tenant, the criteria and procedures for obtaining relief under the provisions for preservation of families [24 CFR 5.514 and 5.518].
- That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
- That the family has a right to request an informal hearing with the PHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

### **United States Citizenship and Immigration Services Appeal Process [24 CFR 5.514(e)]**

When the PHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, the PHA must notify the family of the results of the USCIS verification. The family will have 30 days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide the PHA with a copy of the written request for appeal and proof of mailing.

#### HACC Policy

The HACC will notify the family in writing of the results of the USCIS secondary verification within 15 calendar days of receiving the results.

The family must provide the HACC with a copy of the written request for appeal and proof of mailing within 15 calendar days of sending the request to the USCIS.

The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

The USCIS will notify the family, with a copy to the PHA, of its decision. When the USCIS notifies the PHA of the decision, the PHA must notify the family of its right to request an informal hearing.

#### HACC Policy

The HACC will send written notice to the family of its right to request an informal hearing within 15 calendar days of receiving notice of the USCIS decision regarding the family's immigration status.

### **Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]**

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, an applicant family may request that the PHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the PHA notice of denial, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for applicant families are described below.

#### ***Informal Hearing Officer***

The PHA must provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision.

#### ***Evidence***

The family must be provided the opportunity to examine and copy at the family's expense, at a reasonable time in advance of the hearing, any documents in the possession of the PHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

#### **HACC Policy**

The family will be allowed to copy any documents related to the hearing at a cost of \$.25 per page. The family must request discovery of PHA documents no later than 12:00 p.m. on the business day prior to the hearing.

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The family will also be provided the opportunity to refute evidence relied upon by the HACC, and to confront and cross-examine all witnesses on whose testimony or information the HACC relies.

#### ***Representation and Interpretive Services***

The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

The family is entitled to arrange for an interpreter to attend the hearing, at the expense of the family, or the PHA, as may be agreed upon by the two parties. If the family does not arrange for their own interpreter, the PHA is still obligated to provide oral translation services in accordance with its LEP Plan.

#### ***Recording of the Hearing***

The family is entitled to have the hearing recorded by audiotape. The PHA may, but is not required to provide a transcript of the hearing.

#### **HACC Policy**

The HACC will not provide a transcript of an audio taped informal hearing.

### ***Hearing Decision***

The PHA must provide the family with a written notice of the final decision, based solely on the facts presented at the hearing, within 14 calendar days of the date of the informal hearing. The notice must state the basis for the decision.

### **Retention of Documents [24 CFR 5.514(h)]**

The PHA must retain for a minimum of 5 years the following documents that may have been submitted to the PHA by the family, or provided to the PHA as part of the USCIS appeal or the PHA informal hearing process:

- The application for assistance
- The form completed by the family for income reexamination
- Photocopies of any original documents, including original USCIS documents
- The signed verification consent form
- The USCIS verification results
- The request for a USCIS appeal
- The final USCIS determination
- The request for an informal hearing
- The final informal hearing decision

### **Informal Hearing Procedures for Residents [24 CFR 5.514(f)]**

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, a resident family may request that the PHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the PHA notice of termination, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for resident families whose tenancy is being terminated based on immigration status is the same as for any grievance under the grievance procedures for resident families found in Part III below.

## **PART III: GRIEVANCE PROCEDURES FOR PUBLIC HOUSING RESIDENTS**

### **14-III.A. REQUIREMENTS [24 CFR 966.52]**

PHAs must have a grievance procedure in place through which residents of public housing are provided an opportunity to grieve any PHA action or failure to act involving the lease or PHA policies which adversely affect their rights, duties, welfare, or status. The PHA must not only meet the minimal procedural due process requirements provided under the regulations, but must also meet any additional requirements imposed by local, state or federal law.

The PHA grievance procedure must be included in, or incorporated by reference in, the lease.

#### HACC Policy

The HACC grievance procedure will be incorporated by reference in the tenant lease.

HACC must provide at least 30 days notice to tenants and resident organizations setting forth proposed changes in the PHA grievance procedure, and provide an opportunity to present written comments. Comments submitted must be considered by HACC before adoption of any changes to the grievance procedure by the HACC.

#### HACC Policy

Residents and resident organizations will have 30 calendar days from the date they are notified by the HACC of any proposed changes in the HACC grievance procedure, to submit written comments to the HACC.

The HACC will furnish a copy of the grievance procedure to each tenant and to resident organizations.

#### 14-III.B. DEFINITIONS [24 CFR 966.53; 24 CFR 966.51(a)(2)(i)]

There are several terms used by HUD with regard to public housing grievance procedures, which take on specific meanings different from their common usage. These terms are as follows:

- **Grievance** – any dispute which a tenant may have with respect to PHA action or failure to act in accordance with the individual tenant's lease or PHA regulations which adversely affect the individual tenant's rights, duties, welfare or status
- **Complainant** – any tenant whose grievance is presented to the PHA or at the project management office
- **Due Process Determination** – a determination by HUD that law of the jurisdiction requires that the tenant must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit
- **Expedited Grievance** – a procedure established by the PHA for any grievance or termination that involves:
  - Any criminal activity that threatens the health, safety, or right to peaceful enjoyment or the PHA's public housing premises by other residents or employees of the PHA; or

Any drug-related criminal activity on or off the premises

- **Elements of Due Process** – 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 tenant of the grounds for terminating the tenancy and for eviction
  - Right of the tenant to be represented by counsel
  - Opportunity for the tenant to refute the evidence presented by the PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have
  - A decision on the merits
- **Hearing Officer/Panel** – an impartial person or persons selected by the PHA, other than the person who made or approved the decision under review, or a subordinate of that person. The individual or individuals do not need legal training.
- **Tenant** – the adult person (or persons) (other than a live-in aide)
  - Who resides in the unit, and who executed the lease with the PHA as lessee of the dwelling unit, or, if no such person now resides in the unit,
  - Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit
- **Resident Organization** – includes a resident management corporation

#### 14-III.C. APPLICABILITY [24 CFR 966.51]

Grievances could potentially address most aspects of a PHA's operation. However, there are some situations for which the grievance procedure is not applicable.

The grievance procedure is applicable only to individual tenant issues relating to the PHA. It is not applicable to disputes between tenants not involving the PHA. Class grievances are not subject to the grievance procedure and the grievance procedure is not to be used as a forum for initiating or negotiating policy changes of the PHA.

If HUD has issued a due process determination, a PHA may exclude from the PHA grievance procedure any grievance concerning a termination of tenancy or eviction that involves:

- Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the PHA
- Any violent or drug-related criminal activity on or off such premises
- Any criminal activity that resulted in felony conviction of a household member

If HUD has issued a due process determination, the PHA may evict through the state/local judicial eviction procedures. In this case, the PHA is not required to prove the opportunity for a hearing under the PHA's grievance procedure as described above.

#### HACC Policy

The HACC is located in a due process state. Therefore, the HACC will comply with New Jersey's Landlord/Tenant statutes and procedures for all evictions and lease violations in so far as these procedures do not conflict with HUD regulations.

The HACC will exclude from the HACC grievance procedure any grievance concerning a termination of tenancy or eviction that involves: (i) any criminal activity that threatens the health safety or right to peaceful enjoyment of the premises of other residents or employees of the PHA; (ii) any violent or drug-related criminal activity on or off such premises; and/or (iii) any criminal activity that resulted in felony conviction of a household member.

See Chapter 13 for related policies on the content of termination notices.



#### **14-III.D. INFORMAL SETTLEMENT OF GRIEVANCE [24 CFR 966.54]**

HUD regulations state that any grievance must be personally presented either orally or in writing, to the PHA office or to the office of the housing development in which the complainant resides so that the grievance may be discussed informally and settled without a hearing.

##### HACC Policy

The HACC will accept requests for an informal settlement of a grievance either orally or in writing (including emailed requests), to the HACC office within 10 business days of the grievable event. Within 10 business days of receipt of the request the HACC will arrange a meeting with the tenant at a mutually agreeable time and confirm such meeting in writing to the tenant. The informal settlement may be conducted remotely as required by HACC or may be conducted remotely upon consideration of the request of the tenant. See 14-III.G for information on how and under what circumstance remote informal settlements may be conducted.

If a tenant fails to attend the scheduled meeting without prior notice, the HACC will reschedule the appointment only if the tenant can show good cause for failing to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

HUD regulations require that a summary of such discussion will be prepared within a reasonable time and one copy will be given to the tenant and one retained in the PHA's tenant file.

The summary must specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and will specify the procedures by which a hearing may be obtained if the complainant is not satisfied.

##### HACC Policy

The HACC will prepare a summary of the informal settlement within 5 business days; one copy to be given to the tenant and one copy to be retained in the HACC's tenant file.

#### **14-III.E. PROCEDURES TO OBTAIN A HEARING**

##### **Requests for Hearing and Failure to Request**

##### HACC Policy

The resident must submit a written request (including emailed requests) for a grievance hearing to the HACC within 5 business days of the tenant's receipt of the summary of the informal settlement.

If the complainant does not request a hearing, the HACC's disposition of the grievance under the informal settlement process will become final. However, failure to request a hearing does not constitute a waiver by the complainant of the right to contest the HACC's action in disposing of the complaint in an appropriate judicial proceeding.

### **Scheduling of Hearings [24 CFR 966.56(a)]**

If the complainant has complied with all requirements for requesting a hearing as described above, a hearing must be scheduled by the hearing officer/panel promptly for a time and place reasonably convenient to both the complainant and the PHA. A written notification specifying the time, place and the procedures governing the hearing must be delivered to the complainant and the appropriate PHA official.

#### **HACC Policy**

Within 10 business days of receiving a written request for a hearing, the hearing officer will schedule and send written notice of the hearing to both the complainant and the PHA.

If the HACC hearing will be conducted remotely, at the time the notice is sent to the family, the family will be notified:

Regarding the process involved in a remote grievance hearing;

That if the family or any individual witness has any technological, resource, or accessibility barriers, the family may inform HACC and HACC will assist the family in either resolving the issue or allow the family to participate in an in-person hearing, as appropriate.

The PHA may wish to permit the tenant to request to reschedule a hearing for good cause.

#### **HACC Policy**

The tenant may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, the HACC may request documentation of the "good cause" prior to rescheduling the hearing.

### **Expedited Grievance Procedure [24 CFR 966.52(a)]**

The PHA may establish an expedited grievance procedure for any grievance concerning a termination of tenancy or eviction that involves:

- Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the PHA, or
- Any drug-related criminal activity on or near such premises

In such expedited grievances, the informal settlement of grievances as discussed in 14-III.D is not applicable.

The PHA may adopt special procedures concerning expedited hearings, including provisions for expedited notice or scheduling, or provisions for expedited decision on the grievance.

#### **PHA Policy**

The PHA will not offer expedited grievance procedures.

#### **14-III.F. SELECTION OF HEARING OFFICER/PANEL [24 CFR 966.53(e)]**

The grievance hearing must be conducted by an impartial person or persons appointed by the PHA, other than the person who made or approved the PHA action under review, or a subordinate of such person. The PHA must describe their policies for selection of a hearing officer in their lease.

##### HACC Policy

HACC grievance hearings will be conducted by a single hearing officer and not a panel. PHAs must describe their policies for selection of a hearing officer in their lease forms. Changes to the public housing lease are subject to a 30-day comment period (24 CFR 966.4)

#### **14-III.G. REMOTE HEARINGS [Notice PIH 2020-32]**

There is no requirement that grievance hearings be conducted in-person, and as such, HUD allows PHAs to conduct all or a portion of their grievance hearings remotely either over the phone, via video conferencing, or through other virtual platforms. If the PHA chooses to conduct remote grievance hearings, applicants may still request an in-person hearing, as applicable.

##### HACC Policy

The HACC has the sole discretion to require that hearings be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster.

In addition, HACC will conduct a hearing remotely upon request as a reasonable accommodation for a person with a disability, if a tenant does not have child care or transportation that would enable them to attend the hearing, or if the tenant believes an in-person hearing would create an undue health risk. The PHA will consider other reasonable requests for a remote hearing on a case-by-case basis.

#### **Discovery of Documents Before the Remote Hearing**

##### HACC Policy

If the hearing will be conducted remotely, HACC will compile a hearing packet, consisting of all documents the PHA intends to produce at the hearing. HACC will mail copies of the hearing packet to the tenant, the tenant's representatives, if any, and the hearing officer at least three days before the scheduled remote hearing. The original hearing packet will be in the possession of the HACC representative and retained by HACC.

If the hearing is to be conducted remotely, the PHA will require the resident to provide any documents directly relevant to the hearing at least 24 hours before the scheduled hearing through the mail or via email. The PHA will scan and email copies of these documents to the hearing officer and the PHA representative the same day they are received.

Documents will be shared electronically whenever possible.

## **Ensuring Accessibility for Persons with Disabilities and LEP Individuals**

As with in-person reviews, Limited English Proficiency (LEP) requirements also apply to remote grievance hearings, including the use of interpretation services and document translation.

## **Conducting Hearings Remotely**

The PHA must ensure that the lack of technology or inability to use technology for remote grievance hearings does not pose a disadvantage to families that may not be apparent to the PHA. The PHA should determine through a survey or other means if these barriers exist prior to conducting the remote grievance hearing and, if the family does not have the proper technology to fully participate, either postpone the hearing or provide an alternative means of access.

As with in-person grievance hearings, the PHA must provide all materials presented, whether paper or electronic, to the family prior to the remote grievance hearing. The family must also be provided with an accessible means by which to transmit their own evidence.

The PHA's essential responsibility is to ensure grievance hearings meet the requirements of due process and comply with HUD regulations. Therefore, all PHA policies and processes for remote grievance hearings will be conducted in accordance with due process requirements and will be in compliance with HUD regulations at 24 CFR 966.56 and the guidance for conducting remote hearings specified in Notice PIH 2020-32.

### **HACC Policy**

The HACC will conduct remote grievance hearings via a video conferencing platform, when available. If, after attempting to resolve any barriers, participants are unable to adequately access the video conferencing platform at any point, or upon request, the grievance hearing will be conducted by telephone conferencing call-in. If the family is unable to adequately access the telephone conferencing call-in at any point, the remote grievance hearing will be postponed, and an in-person alternative will be provided promptly within a reasonable time.

At least five business days prior to scheduling the remote hearing, HACC will provide the family with login information and/or conferencing call-in information and an electronic copy of all materials being presented via first class mail and/or email. The notice will advise the family of technological requirements for the hearing and request the family notify the PHA of any known barriers. The PHA will resolve any barriers using the guidance in Section 6 of Notice PIH 2020-32, including offering the family the opportunity to attend an in-person hearing.

HACC will follow up with a phone call and/or email to the family at least one business day prior to the remote grievance hearing to ensure that the family received all information and is comfortable accessing the video conferencing or call-in platform.

HACC will ensure that all electronic information stored or transmitted with respect to the grievance hearing is secure, including protecting personally identifiable information (PII), and meets the requirements for accessibility for persons with disabilities and persons with LEP. Whether the hearing is to be conducted via videoconferencing or telephone call-in, the PHA will provide all parties login information and/or telephone call-in information before the hearing.

## **14-III.H. PROCEDURES GOVERNING THE HEARING [24 CFR 966.56]**

### **Rights of Complainant [24 CFR 966.56(b)]**

The complainant will be afforded a fair hearing. This includes:

- The opportunity to examine before the grievance hearing any PHA documents, including records and regulations that are directly relevant to the hearing. The tenant must be allowed to copy any such document at the tenant's expense. If the PHA does not make the document available for examination upon request by the complainant, the PHA may not rely on such document at the grievance hearing.

#### HACC Policy

The tenant will be allowed to copy any documents related to the hearing at a cost of \$.25 per page. There will be no charge for documents emailed by HACC. The family must request discovery of HACC documents no later than 12:00 p.m. on the business day prior to the hearing.

- The right to be represented by counsel or other person chosen to represent the tenant and to have such person make statements on the tenant's behalf

#### HACC Policy

Hearings may be attended by the following applicable persons:

HACC representative(s) and any witnesses for the HACC

The tenant and any witnesses for the tenant

The tenant's counsel or other representative

Any other person approved by the HACC as a reasonable accommodation for a person with a disability

- The right to a private hearing unless the complainant requests a public hearing.
- The right to present evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information the PHA or project management relies.
- A decision based solely and exclusively upon the facts presented at the hearing.

### **Failure to Appear [24 CFR 966.56(c)]**

If the complainant or the PHA fails to appear at a scheduled hearing, the hearing officer/panel may make a determination to postpone the hearing for no more than five business days or may make a determination that the party has waived his/her right to a hearing. Both the complainant and the PHA must be notified of the determination by the hearing officer/panel: Provided, That a determination that the complainant has waived his/her right to a hearing will not constitute a waiver of any right the complainant may have to contest the PHA's disposition of the grievance in an appropriate judicial proceeding.

There may be times when a complainant does not appear due to unforeseen circumstances which are out of their control and are no fault of their own.

### HACC Policy

If the tenant does not appear at the scheduled time of the hearing, the hearing officer will wait up to 30 minutes. If the tenant appears within 30 minutes of the scheduled time, the hearing will be held. If the tenant does not arrive within 30 minutes of the scheduled time, they will be considered to have failed to appear.

If the tenant fails to appear and was unable to reschedule the hearing in advance, the tenant must contact the HACC within 24 hours of the scheduled hearing date, excluding weekends and holidays. The hearing officer will reschedule the hearing only if the tenant can show good cause for the failure to appear, or it is needed as a reasonable accommodation for a person with disabilities.

"Good cause" is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family.

### **General Procedures [24 CFR 966.56(d), (e)]**

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the PHA must sustain the burden of justifying the PHA action or failure to act against which the complaint is directed [24 CFR 966.56(d)].

The hearing is conducted informally by the hearing officer/panel. The PHA and the tenant must be given the opportunity to present oral or documentary evidence pertinent to the facts and issues raised by the complaint and question any witnesses. In general, all evidence is admissible and may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings [24 CFR 966.56(f)].

### **HACC Policy**

Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.

**Oral evidence:** the testimony of witnesses

**Documentary evidence:** a writing which is relevant to the case, for example, a letter written to or from the HACC. Writings include all forms of recorded communication or representation, including letters, emails, words, pictures, sounds, videotapes or symbols or combinations thereof.

**Demonstrative evidence:** Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.

**Real evidence:** A tangible item relating directly to the case.

*Hearsay Evidence* is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. Even though evidence, including hearsay, is generally admissible, hearsay evidence alone cannot be used as the sole basis for the hearing officer's decision.

If the HACC fails to comply with the discovery requirements (providing the tenant with the opportunity to examine HACC documents prior to the grievance hearing), the hearing officer will refuse to admit such evidence.

Other than the failure of the HACC to comply with discovery requirements, the hearing officer has the authority to overrule any objections to evidence.

The complainant or the PHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript [24 CFR 966.56(g)].

### **HACC Policy**

The HACC will not provide taping services or transcript of the proceedings. However, if the complainant would like to record the proceedings by audiotape or any other recording method, the complainant must notify the HACC 2 business days prior to the hearing.

### **Accommodations of Persons with Disabilities [24 CFR 966.56(h)]**

The PHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

If the tenant is visually impaired, any notice to the tenant which is required in the grievance process must be in an accessible format.

See Chapter 2 for a thorough discussion of the PHA's responsibilities pertaining to reasonable accommodation.

### **Limited English Proficiency (24 CFR 966.56(g))**

The PHA must comply with HUD's LEP Final Rule in providing language services throughout the grievance process.

### **14-III.I. DECISION OF THE HEARING OFFICER/PANEL [24 CFR 966.57]**

The hearing officer/panel must issue a written decision, stating the reasons for the decision, within a reasonable time after the hearing. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing. A copy of the decision must be sent to the complainant and the PHA. The PHA must retain a copy of the decision in the tenant's folder. A log of all hearing officer decisions must also be maintained by the PHA and made available for inspection by a prospective complainant, his/her representative, or the hearing officer/panel [24 CFR 966.57(a)].

#### **HACC Policy**

In rendering a decision, the hearing officer will consider the following matters:

**HACC Notice to the Family:** The hearing officer will determine if the reasons for the HACC's decision are factually stated in the notice.

**Discovery:** The hearing officer will determine if the family was given the opportunity to examine any relevant documents in accordance with HACC policy.

**HACC Evidence to Support the HACC Decision:** The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support the HACC's conclusion.

**Validity of Grounds for Termination of Tenancy (when applicable):** The hearing officer will determine if the termination of tenancy is for one of the grounds specified in the HUD regulations, the executed lease and/or HACC policies. If the grounds for termination are not specified in the regulations or in compliance with HACC policies, then the decision of the HACC will be overturned, unless the facts presented prove the tenant's violation of specified lease provision(s).

The hearing officer will issue a written decision to the family and HACC no later than 10 business days after the hearing. The report will contain the following information:



**Hearing information:**

Name of the complainant

Date, time and place of the hearing

Name of the hearing officer

Name of the HACC representative(s)

Name of family representative (if any)

Names of witnesses (if any)

**Background:** A brief, impartial statement of the reason for the hearing and the date(s) on which the informal settlement was held, who held it, and a summary of the results of the informal settlement. Also includes the date the complainant requested the grievance hearing.

**Summary of the Evidence:** The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence.

**Findings of Fact:** The hearing officer will include all findings of fact, based on a preponderance of the evidence. *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 which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

**Conclusions:** The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold the HACC's decision.

**Order:** The hearing report will include a statement of whether the HACC's decision is upheld or overturned. If it is overturned, the hearing officer will instruct the HACC to change the decision in accordance with the hearing officer's determination. In the case of termination of tenancy, the hearing officer will instruct the HACC to restore the family's status.

**Procedures for Further Hearing****HACC Policy**

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the action of the HACC will take effect and another hearing will not be granted.

### **Final Decision [24 CFR 966.57(b)]**

The decision of the hearing officer/panel is binding on the PHA which must take the action, or refrain from taking the action cited in the decision unless the PHA Board of Commissioners determines within a reasonable time, and notifies the complainant that:

- The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's lease or PHA policies which adversely affect the complainant's rights, duties, welfare, or status; or
- The decision of the hearing officer/panel is contrary to Federal, state, or local law, HUD regulations or requirements of the annual contributions contract between HUD and the PHA.

### **HACC Policy**

When the HACC considers the decision of the hearing officer to be invalid due to the reasons stated above, it will present the matter to the HACC Board of Commissioners within 10 business days of the date of the hearing officer's decision. The Board has 30 calendar days to consider the decision. If the Board decides to reverse the hearing officer's decision, it must notify the complainant within 10 business days of this decision.

A decision by the hearing officer/panel, or Board of Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or in part must not constitute a waiver of any rights, nor effect in any manner whatever, any rights the complainant may have to a subsequent trial or judicial review in court [24 CFR 966.57(c)].

## EXHIBIT 14-1: SAMPLE GRIEVANCE PROCEDURE

**Note:** The sample procedure provided below is a sample only and is designed to match up with the default policies in the model ACOP. If your PHA has made policy decisions that do not reflect the default policies in the ACOP, you would need to ensure that the procedure matches those policy decisions.

### **I. Definitions applicable to the grievance procedure [24 CFR 966.53]**

- A. **Grievance:** Any dispute a tenant may have with respect to PHA action or failure to act in accordance with the individual tenant's lease or PHA regulations that adversely affects the individual tenant's rights, duties, welfare, or status.
- B. **Complainant:** Any tenant (as defined below) whose grievance is presented to the PHA or at the project management office in accordance with the requirements presented in this procedure.
- C. **Elements of due process:** An eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:
  - i. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction
  - ii. Right of the tenant to be represented by counsel
  - iii. Opportunity for the tenant to refute the evidence presented by the PHA, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense that the tenant may have
  - iv. A decision on the merits of the case
- D. **Hearing officer:** An impartial person or persons selected by the PHA other than the person who made or approved the decision under review, or a subordinate of that person. Such individuals do not need legal training.
- E. **Tenant:** The adult person (or persons other than a live-in aide) who resides in the unit and who executed the lease with the PHA as lessee of the dwelling unit, or if no such person now resides in the unit, who resides in the unit and who is the remaining head of the household of the tenant family residing in the dwelling unit.
- F. **Resident organization:** An organization of residents, which also may include a resident management corporation.

## II. Applicability of this grievance procedure [24 CFR 966.51]

In accordance with the applicable federal regulations (24 CFR 966.50), this grievance procedure is applicable to all individual grievances (as defined in Section I above) between the tenant and the PHA with the following exception of disputes between tenants not involving the PHA or class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the PHA's Board of Commissioners [24 CFR 966.51(b)].

This grievance procedure is incorporated by reference in all tenant dwelling leases and will be furnished to each tenant and all resident organizations [24 CFR 966.52 (b) and (d)].

Any changes proposed in this grievance procedure must provide for at least 30 days' notice to tenants and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. Comments will be considered by the PHA before any revisions are made to the grievance procedure [24 CFR 966.52(c)].

## III. Informal settlement of a grievance [24 CFR 966.54]

Any grievance must be personally presented, either orally or in writing (including email), to the PHA's central office or the management office of the development in which the complainant resides **within 10 days after the grievable event**.

Grievances related to complaints about operations matters that are received by the PHA's central office will be referred to the person responsible for the management of the development in which the complainant resides. Grievances involving complaints related to discrimination, harassment, or disability rights will be referred to the Civil Rights Administrator or Director of Operations.

As soon as the grievance is received, it will be reviewed by the management office of the development or the Civil Rights Administrator (if applicable) to be certain that neither of the exclusions in paragraphs II.A or II.B above applies to the grievance. Should one of the exclusions apply, the complainant will be notified in writing that the matter raised is not subject to the PHA's grievance procedure with the reason specified.

If neither of the exclusions cited above apply, the complainant will be contacted to arrange a mutually convenient time **within 10 business days** to meet so the grievance may be discussed informally and settled without a hearing. At the informal settlement, the complainant will present the grievance and the person in charge of the management office or the Civil Rights Administrator will attempt to settle the grievance to the satisfaction of both parties.

**Within five business days** following the informal discussion, the PHA will prepare and either hand deliver, mail, or email to the tenant a summary of the discussion that must specify the names of the participants, the dates of meeting, the nature of the proposed disposition of the complaint, and the specific reasons therefore, and will specify the procedures by which a formal hearing under this procedure may be obtained if the complainant is not satisfied. A copy of this summary will also be placed in the tenant's file.

#### IV. Formal grievance hearing

If the complainant is not satisfied with the settlement arrived at in the informal settlement, the complainant must submit a written request for a hearing to the management office of the development where the tenant resides **no later than five business days after the summary of the informal hearing is received.**

The written request must specify:

- The reasons for the grievance; and
- The action of relief sought from the PHA

**Within 10 days of receiving the written request for a hearing,** the hearing officer will schedule and send written notice of hearing to both the complainant and the PHA.

#### V. Selecting the hearing officer

A grievance hearing will be conducted by a single impartial person appointed by the PHA as described below:

- A. The hearing officer will be appointed directly by the executive director.
- B. The hearing officer will be a staff member who did not make or approve the decision under review and who is not a subordinate of such persons. If the designated staff member (such as the program manager) was involved in the decision or is a subordinate of such person, an alternate hearing officer will be selected.
- C. The PHA may select designated staff members who were not involved in the decision under review in certain circumstances, such as those involving discrimination claims or denials of requests for reasonable accommodations.
- D. The PHA's method for selecting a hearing officer will be inserted into the lease.

#### VI. Scheduling hearings [24 CFR 966.56(a)]

When a complainant submits a timely request for a grievance hearing, the PHA will immediately appoint an impartial hearing officer to schedule the hearing within the following 10 business days.

Once the hearing officer has scheduled the hearing, the hearing officer will send written notice of the hearing to both the complainant and the PHA. Notice to the complainant will be in writing, either personally delivered to the complainant, or sent by mail or email, return receipt requested.

The written notice will specify the time, place, and procedures governing the hearing. If the hearing will be held remotely, the PHA will also include information on the remote hearing process.

The tenant may request to reschedule a hearing on a one-time basis. Should the complainant need to reschedule a second time, he or she may do so for good cause, or if needed as a reasonable accommodation for a person with disabilities. *Good cause* is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date.

## **VII. Procedures governing the hearing [24 CFR 966.56]**

The hearing will be held before a hearing officer as described above in Section V. The complainant will be afforded a fair hearing, which will include:

- A. The opportunity to examine before the hearing any PHA documents, including records and regulations, that are directly relevant to the hearing.

The tenant is allowed to copy any such document at no cost to the tenant. If the PHA does not make the document available for examination upon request by the complainant, the PHA may not rely on such document at the grievance hearing.

- B. The right to be represented by counsel or other person chosen as the tenant's representative and to have such person make statements on the tenant's behalf.
- C. The right to a private hearing unless the complainant requests a public hearing.
- D. The right to present evidence and arguments in support of the tenant's complaint, to refute evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information the PHA or project management relies.
- E. A decision based solely and exclusively upon the fact presented at the hearing [24 CFR 966.56(b)].

The hearing is conducted informally by the hearing officer. The PHA and the tenant must be given the opportunity to present oral or documentary evidence pertinent to the facts and issues raised by the complaint, and to question any witnesses.

The complainant or the PHA may arrange in advance for a transcript of the hearing at the expense of the party making the arrangement. Any interested party may purchase a copy of the transcript [24 CFR 966.56(e)].

The PHA must provide reasonable accommodation for persons with disabilities to participated in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the tenant is visually impaired, any notice to the tenant that is required under this procedure must be in an accessible format [24 CFR 966.56(f)].

The PHA must comply with HUD's requirements regarding limited English proficiency as specified in "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons," issued January 22, 2007, and available at:

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/promotingfh/lep-faq](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/promotingfh/lep-faq).

## **VIII. Remote Hearings**

The PHA has the authority to require that hearings be conducted remotely in certain situations.

### **Failure to appear at the hearing**

If the complainant or PHA fails to appear at the hearing, the hearing officer may make a determination to postpone the hearing or make a determination that the complainant has waived his or her right to a hearing.

Both the complainant and the PHA must be notified of the determination by the hearing officer. A determination that the complainant has waived his or her right to a hearing will not constitute a waiver of any right the complainant may have to contest the PHA's disposition of the grievance in an appropriate judicial setting [24 CFR 966.56(c)].

## **IX. Decision of the hearing officer [24 CFR 966.57]**

The hearing officer will prepare a written decision together with the reasons for the decision **within 10 business days** after the hearing. A copy of the decision will be sent to the complainant and the PHA.

The PHA will retain a copy of the decision in the tenant's file.

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date before reaching a decision. If the family misses a deadline ordered by the hearing officer, the hearing officer will make a decision based on the evidence presented.

The decision of the hearing officer will be binding on the PHA unless the PHA's Board of Commissioners determines within a reasonable time and notifies the complainant of its determination that:

- A. The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's lease or PHA regulations, which adversely affect the complainant's rights, duties, welfare, or status; or
- B. The decision of the hearing officer is contrary to applicable federal, state, or local law, HUD regulations, or requirements of the annual contributions contract (ACC) between HUD and the PHA.

When the PHA considers the decision of the hearing officer to be invalid due to either of the reasons stated above, it will present the matter to the PHA Board of Commissioners within 10 business days of the date of the hearing officer's decision. The Board has 30 calendar days to consider the decision. If the Board decides to reverse the hearing officer's decision, it must notify the complainant within 10 business days of this decision.

A decision by the hearing officer or Board of Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or in part will not constitute a waiver of nor affect in any way the rights of the complainant to a trial or judicial review in any court proceedings, which may be brought in the matter later [24 CFR 966.57].

## Chapter 15

### PROGRAM INTEGRITY

#### INTRODUCTION

The PHA is committed to ensuring that funds made available to the PHA are spent in accordance with HUD requirements.

This chapter covers HUD and PHA policies designed to prevent, detect, investigate and resolve instances of program abuse or fraud. It also describes the actions that will be taken in the case of unintentional errors and omissions.

Part I: Preventing, Detecting, and Investigating Errors and Program Abuse. This part presents PHA policies related to preventing, detecting, and investigating errors and program abuse.

Part II: Corrective Measures and Penalties. This part describes the corrective measures the PHA must and may take when errors or program abuses are found.



## **PART I: PREVENTING, DETECTING, AND INVESTIGATING ERRORS AND PROGRAM ABUSE**

### **15-I.A. PREVENTING ERRORS AND PROGRAM ABUSE**

#### HACC Policy

HACC anticipates that the vast majority of families and HACC employees intend to and will comply with program requirements and make reasonable efforts to avoid errors.

To ensure that HACC's program is administered effectively and according to the highest ethical and legal standards, HACC will employ a variety of techniques to ensure that both errors and intentional program abuse are rare.

HACC will provide each applicant and resident with the publication *Things You Should Know (HUD-1140-OIG)* that explains the types of actions a family must avoid and the penalties for program abuse.

HACC will require mandatory orientation sessions for all prospective residents either prior to or upon execution of the lease will discuss program compliance and integrity issues. At the conclusion of all program orientation sessions, the family representative will be required to sign a program briefing certificate to confirm that all rules and pertinent regulations were explained to them.

HACC will routinely provide resident counseling as part of every reexamination interview in order to clarify any confusion pertaining to program rules and requirements.

HACC staff will be required to review and explain the contents of all HUD- and HACC-required forms prior to requesting family member signatures.

HACC will place a warning statement about the penalties for fraud (as described in the False Statement Act, U.S.C. 1001 and 1010) on key HACC forms and form letters that request information from a family member.

HACC will provide each HACC employee with the necessary training on program rules and the organization's standards of conduct and ethics.

For purposes of this chapter the term error refers to an unintentional error or omission. Program abuse or fraud refers to a single act or pattern of actions that constitute a false statement; omission, or concealment of a substantial fact, made with the intent to deceive or mislead.

## **15-I.B. DETECTING ERRORS AND PROGRAM ABUSE**

In addition to taking steps to prevent errors and program abuse, the PHA will use a variety of activities to detect errors and program abuse.

### **Quality Control and Analysis of Data**

#### HACC Policy

HACC will employ a variety of methods to detect errors and program abuse, including:

HACC routinely will use available sources of up-front income verification to compare with family-provided information.

At each annual reexamination, current information provided by the family will be compared to information provided at the last annual reexamination to identify inconsistencies and incomplete information.

HACC will compare family-reported income and expenditures to detect possible unreported income.

### **Independent Audits and HUD Monitoring**

OMB Circular A-133 requires all PHAs that expend \$500,000 or more in federal awards annually to have an independent audit (IPA). In addition, HUD conducts periodic on-site and automated monitoring of PHA activities and notifies the PHA of errors and potential cases of program abuse.

#### HACC Policy

HACC will use the results reported in any IPA or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of HACC's error detection and abuse prevention efforts.

### **Individual Reporting of Possible Errors and Program Abuse**

#### HACC Policy

HACC will encourage staff, residents, and the public to report possible program abuse.

HACC is investigating the appropriate, cost-effective and responsive to property/AMP Quality Assurance and Fraud Recovery programs.

## **15-I.C. INVESTIGATING ERRORS AND PROGRAM ABUSE**

### **When the PHA Will Investigate**

#### HACC Policy

HACC will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. In order for HACC to investigate, the allegation must contain at least one independently-verifiable item of information, such as the name of an employer or the name of an unauthorized household member.

HACC will investigate inconsistent information related to the family that is identified through file reviews and the verification process.

### **Consent to Release of Information [24 CFR 960.259]**

The PHA may investigate possible instances of error or abuse using all available PHA and public records. If necessary, the PHA will require applicant/resident families to give consent to the release of additional information.

### **Analysis and Findings**

#### HACC Policy

HACC will base its evaluation on a preponderance of the evidence collected during its investigation.

*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 a 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.

For each investigation HACC will determine (1) whether an error or program abuse has occurred, (2) whether any amount of money is owed HACC, and (3) what corrective measures or penalties will be assessed.

### **Consideration of Remedies**

All errors and instances of program abuse must be corrected prospectively. Whether the PHA will enforce other corrective actions and penalties depends upon the nature of the error or program abuse.

#### HACC Policy

In the case of family-caused errors or program abuse, HACC will take into consideration (1) the seriousness of the offense and the extent of participation or culpability of individual family members, (2) any special circumstances surrounding the case, (3) any mitigating circumstances related to the disability of a family member.

## **Notice and Appeals**

### HACC Policy

HACC will inform the relevant party in writing of its findings and remedies within 15 calendar days of the conclusion of the investigation. The notice will include (1) a description of the error or program abuse, (2) the basis on which HACC determined the error or program abuses, (3) the remedies to be employed, and (4) the family's right to appeal the results through an informal hearing or grievance hearing (see Chapter 14).

## **PART II: CORRECTIVE MEASURES AND PENALTIES**

### **15-II.A. UNDER- OR OVERPAYMENT**

An under or overpayment includes an incorrect tenant rent payment by the family, or an incorrect utility reimbursement to a family.

#### **Corrections**

Whether the incorrect rental determination is an overpayment or underpayment, the PHA must promptly correct the tenant rent and any utility reimbursement prospectively.

#### HACC Policy

Increases in the tenant rent will be implemented only after the family has received 30 days notice.

Any decreases in tenant rent will become effective the first of the month following the discovery and verification of the error.

#### **Reimbursement**

Whether the family is required to reimburse the PHA or the PHA is required to reimburse the family depends upon which party is responsible for the incorrect payment and whether the action taken was an error or program abuse. Policies regarding reimbursement are discussed in the three sections that follow.

### **15-II.B. FAMILY-CAUSED ERRORS AND PROGRAM ABUSE**

General administrative requirements for participating in the program are discussed throughout the ACOP. This section deals specifically with errors and program abuse by family members.

An incorrect rent determination caused by a family generally would be the result of incorrect reporting of family composition, income, assets, or expenses, but also would include instances in which the family knowingly allows the PHA to use incorrect information provided by a third party.

#### **Family Reimbursement to PHA**

#### HACC Policy

In the case of family-caused errors or program abuse, the family will be required to repay any amounts of rent underpaid. HACC may, but is not required to, offer the family a repayment agreement in accordance with Chapter 16. If the family fails to repay the amount owed, HACC will terminate the family's lease in accordance with the policies in Chapter 13.

#### **PHA Reimbursement to Family**

#### HACC Policy

HACC will not reimburse the family for any overpayment of rent when the overpayment clearly is caused by the family failure to report a loss of income, increase in expenses that could be valid deductions from Annual Income, or other issues that the family is required to report to HACC.

## **Prohibited Actions**

An applicant or resident in the public housing program must not knowingly:

- Make a false statement to the PHA [Title 18 U.S.C. Section 1001].
- Provide incomplete or false information to the PHA [24 CFR 960.259(a)(4)].
- Commit fraud, or make false statements in connection with an application for assistance or with reexamination of income [24 CFR 966.4(l)(2)(iii)(C)].

### HACC Policy

Any of the following will be considered evidence of family program abuse:

Offering bribes or illegal gratuities to HACC Board of Commissioners, employees, contractors, or other HACC representatives

Offering payments or other incentives to a third party as an inducement for the third party to make false or misleading statements to HACC on the family's behalf

Use of a false name or the use of falsified, forged, or altered documents

Intentional misreporting of family information or circumstances (e.g., misreporting of income or family composition)

Omitted facts that were obviously known by a family member (e.g., not reporting employment income)

Admission of program abuse by an adult family member

HACC may determine other actions to be program abuse based upon a preponderance of the evidence, as defined earlier in this chapter.

## **Penalties for Program Abuse**

In the case of program abuse caused by a family the PHA may, at its discretion, impose any of the following remedies. HACC will pursue any of the following to reduce fraud and sustain HACC ACC subsidies.

- The PHA may require the family to repay any amounts owed to the program (see 15-II.B., Family Reimbursement to PHA).
- The PHA may require, as a condition of receiving or continuing assistance, that a culpable family member not reside in the unit. See policies in Chapter 3 (for applicants) and Chapter 13 (for residents).
- The PHA may deny admission or terminate the family's lease following the policies set forth in Chapter 3 and Chapter 13 respectively.
- The PHA may refer the family for state or federal criminal prosecution as described in section 15-II.D.

## **15-IL.C. PHA-CAUSED ERRORS OR PROGRAM ABUSE**

The responsibilities and expectations of PHA staff with respect to normal program administration are discussed throughout the ACOP. This section specifically addresses actions of a PHA staff member that are considered errors or program abuse related to the public housing program. Additional standards of conduct may be provided in the PHA personnel policy.

PHA-caused incorrect rental determinations include (1) failing to correctly apply public housing rules regarding family composition, income, assets, and expenses, and (2) errors in calculation.

### **Repayment to the PHA**

The family is not required to repay an underpayment of rent if the error or program abuse is caused by PHA staff.

### **PHA Reimbursement to Family**

#### HACC Policy

HACC will reimburse a family for any family overpayment of rent, regardless of whether the overpayment was the result of staff-caused error or staff program abuse. HACC is not obligated and will not consider paying any interest that overpayment might accrue.

### **Prohibited Activities**

#### HACC Policy

Any of the following will be considered evidence of program abuse by HACC staff:

- Failing to comply with any public housing program requirements for personal gain
- Failing to comply with any public housing program requirements as a result of a conflict of interest relationship with any applicant or resident
- Seeking or accepting anything of material value from applicants, residents, vendors, contractors, or other persons who provide services or materials to HACC
- Disclosing confidential or proprietary information to outside parties
- Gaining profit as a result of insider knowledge of HACC activities, policies, or practices
- Misappropriating or misusing public housing funds
- Destroying, concealing, removing, or inappropriately using any records related to the public housing program
- Committing any other corrupt or criminal act in connection with any federal housing program

## **15-II.D. CRIMINAL PROSECUTION**

### HACC Policy

When HACC determines that program abuse by a family or HACC staff member has occurred and the amount of underpaid rent meets or exceeds the threshold for prosecution under local or state law, HACC will refer the matter to the appropriate entity for prosecution. When the amount of underpaid rent meets or exceeds the federal threshold, the case will also be referred to the HUD Office of Inspector General (OIG).

Other criminal violations related to the public housing program will be referred to the appropriate local, state, or federal entity.

## **15-II.E. FRAUD AND PROGRAM ABUSE RECOVERIES**

PHAs who enter into a repayment agreement with a family to collect rent owed, initiate litigation against the family to recover rent owed, or begin eviction proceedings against a family may retain 100 percent of program funds that the PHA recovers [Notice PIH 2005-7 (HA)].

If the PHA does none of the above, all amounts that constitute an underpayment of rent must be returned to HUD.

The family must be afforded the opportunity for a hearing through the PHA's grievance process.

### HACC Policy

HACC will pursue one of the three remedies, repayment agreement with the family, initiate litigation, or begin eviction proceedings in order to protect subsidy funds to the properties.

HACC will do so within the policies described in this Admission and Continued Occupancy Policies.



## Chapter 16

### PROGRAM ADMINISTRATION

#### INTRODUCTION

This chapter discusses administrative policies and practices that are relevant to the activities covered in this ACOP. The policies are discussed in seven parts as described below:

Part I: Setting Utility Allowances. This part describes how utility allowances are established and revised. Also discussed are the requirements to establish surcharges for excess consumption of PHA-furnished utilities.

Part II: Establishing Flat Rents and Public Housing Maximum Rents. This part describes the requirements and policies related to establishing and updating flat rent amounts and public housing maximum rents.

Part III: Repayment of Family Debts. This part contains policies for recovery of monies that have been underpaid by families, and describes the circumstances under which the PHA will offer repayment agreements to families. Also discussed are the consequences for failure to make payments in accordance with a repayment agreement.

Part IV: Public Housing Assessment System (PHAS). This part describes the PHAS indicators, how PHAs are scored under PHAS, and how those scores affect a PHA.

Part V: Record-Keeping. All aspects of the program involve certain types of record-keeping. This part outlines the privacy rights of applicants and participants and record retention policies the PHA will follow.

Part VI: Reporting and Record Keeping for Children with Environmental Intervention Blood Lead Level. This part describes the PHA's reporting responsibilities related to children with environmental intervention blood lead levels that are living in public housing.

Part VII: Notification to Applicants and Tenants regarding Protections under the Violence against Women Reauthorization Act of 2005 (VAWA). This part includes policies for notifying applicants and tenants of VAWA requirements.

## **PART I: SETTING UTILITY ALLOWANCES [24 CFR 965 Subpart E]**

### **16-I.A. OVERVIEW**

PHAs must establish allowances for PHA-furnished utilities for all check metered utilities and for resident-purchased utilities for all utilities purchased directly by residents from a utility supplier [24 CFR 965.502(a)].

PHAs must also establish surcharges for excess consumption of PHA-furnished utilities [24 CFR 965.506].

The PHA must maintain a record that documents the basis on which utility allowances and scheduled surcharges are established and revised, and the record must be made available for inspection by residents [24 CFR 965.502(b)].

### **16-I.B. UTILITY ALLOWANCES**

The PHA must establish separate allowances for each utility and for each category of dwelling units the PHA determines to be reasonably comparable as to factors affecting utility usage [24 CFR 965.503].

The objective of a PHA in establishing utility allowances for each dwelling unit category and unit size is to approximate a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment [24 CFR 965.505].

Utilities include gas, electricity, and fuel for heating, water, sewerage, and solid waste disposal for a dwelling unit. In addition, if the PHA does not furnish a range and refrigerator, the family must be granted a utility allowance for the range and refrigerator they provide [24 CFR 965.505].

Costs for telephone, cable/satellite TV, and internet services are not considered utilities [PH Occ GB, p. 138].

Utility allowance amounts will vary by the rates in effect, size and type of unit, climatic location and sitting of the unit, type of construction, energy efficiency of the dwelling unit, and other factors related to the physical condition of the unit. Utility allowance amounts will also vary by residential demographic characteristics affecting home energy usage [PH Occ GB, p. 138].

Chapter 14 of the *PH Occupancy Guidebook* provides detailed guidance to the PHA about establishing utility allowances.

## **Air-Conditioning**

"If a PHA installs air conditioning, it shall provide, to the maximum extent economically feasible, systems that give residents the option of choosing to use air conditioning in their units. The design of systems that offer each resident the option to choose air conditioning shall include retail meters or check meters, and residents shall pay for the energy used in its operation. For systems that offer residents the option to choose air conditioning but cannot be check metered, residents are to be surcharged in accordance with 965.506. If an air conditioning system does not provide for resident option, residents are not to be charged, and these systems should be avoided whenever possible." [24 CFR 965.505(e)].

### HACC Policy

HACC has some properties with Central Air Conditioning and some properties where they permit residents to install window air conditioning units. HACC complies with all requirements of the regulations concerning special issues with air conditioning.

### **Utility Allowance Revisions [24 CFR 965.507]**

The PHA must review at least annually the basis on which utility allowances have been established and must revise the allowances if necessary in order to adhere to the standards for establishing utility allowances that are contained in 24 CFR 965.505.

The PHA may revise its allowances for resident-purchased utilities between annual reviews if there is a rate change, and is required to do so if such change, by itself or together with prior rate changes not adjusted for, results in a change of 10 percent or more from the rate on which the allowance was based.

Adjustments to resident payments as a result of such changes must be retroactive to the first day of the month following the month in which the last rate change taken into account became effective.

### HACC Policy

Between annual reviews of utility allowances, HACC will only revise its utility allowances due to a rate change, when required to by the regulation.

#### **16-I.C. SURCHARGES FOR PHA-FURNISHED UTILITIES [24 CFR 965.506]**

For dwelling units subject to allowances for PHA-furnished utilities where check meters have been installed, the PHA must establish surcharges for utility consumption in excess of the allowances. Surcharges may be computed on a straight per unit of purchase basis or for stated blocks of excess consumption, and must be based on the PHA's average utility rate. The basis for calculating the surcharges must be described in the PHA's schedule of allowances. Changes in the amount of surcharges based directly on changes in the PHA's average utility rate are not subject to the advance notice requirements discussed under 16-I.D.

For dwelling units served by PHA-furnished utilities where check meters have not been installed, the PHA must establish schedules of surcharges 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. The surcharge schedule must state the resident-owned equipment (or functions of PHA-furnished equipment) for which surcharges will be made and the amounts of such charges. Surcharges must be based on the cost to the PHA of the utility consumption estimated to be attributable to reasonable usage of such equipment.

##### HACC Policy

HACC properties under an ACC have various types of utility systems. In some properties HACC bears the cost of utilities, in others, a utility allowance is provided to resident households for most utilities, and in others there is a meter system for excess usage, or a cost for resident/household provision of window air condition units. HACC complies with all HUD requirements.

#### **16-I.D. NOTICE REQUIREMENTS [965.502]**

The PHA must give notice to all residents of proposed allowances and scheduled surcharges, and revisions thereof. HACC will provide the required notice within the required time frame and will be given in the manner provided in the current lease:

- Be provided at least 60 days before the proposed effective date of the allowances, scheduled surcharges, or revisions.
- Describe the basis for determination of the allowances, scheduled surcharges, or revisions, including a statement of the specific items of equipment and function whose utility consumption requirements were included in determining the amounts of the allowances and schedule of surcharges.
- Notify residents of the place where the PHA's documentation on which allowances and surcharges are based is available for inspection.
- Provide all residents an opportunity to submit written comments during a period expiring not less than 30 days before the proposed effective date of the allowances, scheduled surcharges, or revisions.

#### **16-I.E. REASONABLE ACCOMMODATION [24 CFR 965.508]**

On request from a family that includes a disabled or elderly person, the PHA must approve a utility allowance that is higher than the applicable amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family [PH Occ GB, p. 172].

Likewise, residents with disabilities may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability [PH Occ GB, p. 172].

See Chapter 2 for policies regarding the request and approval of reasonable accommodations.

## **PART II: ESTABLISHING FLAT RENTS AND PUBLIC HOUSING MAXIMUM RENTS**

### **16-II.A. OVERVIEW**

Flat rents are designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient.

Public housing maximum rents are needed to prorate assistance for a mixed family. A mixed family is one whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigrations status [24 CFR 5.504].

This part discusses how the PHA establishes and updates flat rents and public housing maximum rents. Policies related to the use of flat rents, family choice of rent, flat rent hardships, and public housing maximum rents are discussed in Chapter 6.

### **16-II.B. FLAT RENTS [24 CFR 960.253(b) and Notice PIH 2015-13]**

#### **Establishing Flat Rents**

The 2015 Appropriations Act requires that flat rents must be set at no less than 80 percent of the applicable fair market rent (FMR). Alternatively, the PHA may set flat rents at no less than 80 percent of the applicable small area FMR(SAFMR) for metropolitan areas, or 80 percent of the applicable unadjusted rents for nonmetropolitan areas.

For areas where HUD has not determined a SAFMR or an unadjusted rent, PHAs must set flat rents at no less than 80 percent of the FMR or apply for an exception flat rent.

The 2015 Appropriations Act permits PHAs to request an exception flat rent that is lower than either 80 percent of the FMR or SAFMR/unadjusted rent if the PHA can demonstrate that these FMRs do not reflect the market value of a particular property or unit.

In order to demonstrate the need for an exception flat rent, PHAs are required to submit a market analysis methodology that demonstrates the value of the unit. The PHA must use HUD's rent reasonableness methodology to determine flat rents. In determining flat rents, PHAs must consider the following:

- Location
- Quality
- Unit size
- Unit type
- Age of property
- Amenities at the property and in immediate neighborhood
- Housing services provided
- Maintenance provided by the PHA
- Utilities provided by the PHA

PHAs must receive written HUD approval before implementing exception flat rents. PHAs that use exception flat rents must conduct a new market analysis, and obtain HUD approval, annually.

PHAs are now required to apply a utility allowance to flat rents. Flat rents set at 80 percent of the FMR must be reduced by the amount of the unit's utility allowance, if any.

### **Review of Flat Rents**

The PHA must ensure that flat rents continue to mirror market rent values [24 CFR 960.253(b)].

#### HACC Policy

HACC will review flat rents on an annual basis, and adjust them as necessary to ensure that flat rents continue to mirror market rent values.

### **Posting of Flat Rents**

#### HACC Policy

HACC will publicly post the schedule of flat rents in a conspicuous manner in the applicable HACC or project office.

### **Documentation of Flat Rents [24 CFR 960.253(b)(5)]**

HACC will maintain records that document the method used to determine flat rents, and that show how flat rents were determined by HACC in accordance with this method.

## **PART III: FAMILY DEBTS TO THE PHA**

### **16-III.A. OVERVIEW**

This part describes the PHA's policies for recovery of monies that have been underpaid by families.

#### HACC Policy

When an action or inaction of a resident family results in the underpayment of rent or other amounts, HACC holds the family liable to return any underpayments to HACC.

HACC will enter into repayment agreements in accordance with the policies contained in this part as a means to recover overpayments. The term *repayment agreement* refers to a formal document signed by a tenant and provided to HACC in which a tenant acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.

When a family refuses to repay monies owed to HACC, HACC will utilize other available collection alternatives including, but not limited to, the following:

- Collection agencies
- Small claims court
- Civil law suit
- State income tax set-off program
- Other legal avenues of recourse



## **16-III.B. REPAYMENT POLICY**

### **Family Debts to the PHA**

#### HACC Policy

Any amount due to HACC by a public housing family must be repaid. If the family is unable to repay the debt within 30 days, HACC will offer to enter into a repayment agreement in accordance with the policies below.

If the family refuses to repay the debt, enter into a repayment agreement, or breaches a repayment agreement, HACC will terminate the family's tenancy in accordance with the policies in Chapter 13. HACC will also pursue other modes of collection.

### **Repayment Agreement Guidelines**

#### ***Down Payment Requirement***

#### HACC Policy

Prior to the execution of a repayment agreement, the family must pay 10 percent of the balance owed to HACC.

#### ***Payment Thresholds***

Amounts between \$3,000 and the Federal or State threshold for criminal prosecution must be repaid within 36 months.

Amounts between \$2,000 and \$2,999 must be repaid within 30 months.

Amounts between \$1,000 and \$1,999 must be repaid within 24 months.

Amounts under \$1,000 must be repaid within 12 months.

#### ***Execution of the Agreement***

#### HACC Policy

The head of household and spouse/co-head (if applicable) must sign the repayment agreement.

#### ***Due Dates***

#### HACC Policy

All payments are due by the close of business on the 23rd day of the month. If the 23rd does not fall on a business day, the due date is the close of business on the first business day after the 23<sup>rd</sup>.

### ***Non-Payment on a REPAYMENT AGREEMENT***

#### **HACC Policy**

HACC's procedure for a written repayment plan for the resident/household expects that the resident/household will keep its commitment to the repayment schedule and executed repayment agreement. If a payment is not received by the end of the business day on the date due, and prior approval for the missed payment has not been given by HACC, HACC will send the family a notice demanding immediate payment within 48 hours in accordance with the Repayment Agreement if the payment is not received by the due date of the demand notice, and in accordance with the repayment agreement, it will be considered a breach of the agreement and HACC will terminate tenancy in accordance with the policies in Chapter 13.

### ***No Offer of Repayment Agreement***

#### **HACC Policy**

HACC will not enter into a repayment agreement if there is already a repayment agreement in place with the family, or the amounts owed by the family exceed the Federal or State threshold for criminal prosecution.

## **PART IV: PUBLIC HOUSING ASSESSMENT SYSTEM (PHAS)**

### **16-IV.A. OVERVIEW**

The purpose of the Public Housing Assessment System (PHAS) is to improve the delivery of services in public housing and enhance trust in the public housing system among PHAs, public housing residents, HUD and the general public by providing a management tool for effectively and fairly measuring the performance of a public housing agency in essential housing operations.

HUD issued proposed regulations revising the Public Housing Assessment System to align with Asset Management and Property Based Management Requirements of the Quality Housing and Work Responsibility Act. At the time of this ACOP Revision and public review, HUD has not issued final regulations or guidance, as to the proposed changes to the PHAS.

The Proposed regulations have changed the scoring for each of the Key PHAS performance areas.

Proposed Indicator Scores:

Physical Condition of PHA properties: Maximum Score 30 points

Financial Condition of PHA properties: Maximum Score 20 points

Management Operations of PHA properties: Maximum Score 40 points

Capital Fund Operations of PHA properties: Maximum Score 10 points.

HUD is using previous year's scores at this time.

What follows are the previous PHAS Agency Wide Performance Indicators.

## **16-IV.B. PHAS INDICATORS [24 CFR 902 Subparts A, B, C, D, and E]**

The table below lists each of the PHAS indicators, the points possible under each indicator, and a brief description of each indicator. A PHA's performance is based on a combination of all four indicators.

### **Indicator 1: Physical condition of the PHA's properties**

#### **Maximum Score: 30**

- The objective of this indicator is to determine the level to which a PHA is maintaining its public housing in accordance with the standard of decent, safe, sanitary, and in good repair.
- To determine the physical condition of a PHA's properties, inspections are performed of the following five major areas of public housing: site, building exterior, building systems, dwelling units, and common areas. The inspections are performed by an independent inspector arranged by HUD, and include a statistically valid sample of the units in the PHA's public housing portfolio.

### **Indicator 2: Financial condition of a PHA**

#### **Maximum Score: 30**

- The objective of this indicator is to measure the financial condition of a PHA for the purpose of evaluating whether it has sufficient financial resources and is capable of managing those financial resources effectively to support the provision of housing that is decent, safe, sanitary, and in good repair.
- A PHA's financial condition is determined by measuring the PHA's entity-wide performance in each of the following components: current ratio, number of months expendable fund balance, tenant receivable outstanding, occupancy loss, expense management/utility consumption, and net income or loss divided by the expendable fund balance.

**Indicator 3: Management operations of a PHA****Maximum Score: 30**

- The objective of this indicator is to measure certain key management operations and responsibilities of a PHA for the purpose of assessing the PHA's management operations capabilities.
- A PHA's management operations are assessed based on the following sub-indicators: vacant unit turnaround time, capital fund, work orders, PHA annual inspection of units and systems, security, and economic self-sufficiency.

**Indicator 4: Resident service and satisfaction****Maximum Score: 10**

- The objective of this indicator is to measure the level of resident satisfaction with living conditions at the PHA.
- The PHA's score for this indicator is based on the results of resident surveys and the level of implementation and follow-up or corrective actions the PHA takes based on the results of the survey.

#### 16-IV.C. PHAS SCORING [24 CFR 902.63 and 902.67]

HUD's Real Estate Assessment Center (REAC) issues overall PHAS scores, which are based on the scores of the four PHAS indicators, and the components under each indicator. PHAS scores translate into a designation for each PHA as high performing, standard, or troubled.

A high performer is a PHA that achieves a score of at least 60 percent of the points available under each of the four indicators, and achieves an overall PHAS score of 90 or greater.

A standard performer is a PHA that has an overall PHAS score between 60 and 89, and does not achieve less than 60 percent of the total points available under one of the following Indicators: 1, 2, or 3.

A troubled performer is a PHA that achieves an overall PHAS score of less than 60, or achieves less than 60 percent of the total points available under more than one of the following indicators: 1, 2, or 3.

These designations can affect a PHA in several ways:

- High-performing PHAs are eligible for incentives including relief from specific HUD requirements and bonus points in funding competitions [24 CFR 902.71].
- PHAs that are standard performers may be required to submit an improvement plan to eliminate deficiencies in the PHA's performance [24 CFR 902.73(a)].
- PHAs with an overall rating of "troubled" are subject to additional HUD oversight, and are required to enter into a memorandum of agreement (MOA) with HUD to improve PHA performance [24 CFR 902.75].
- PHAs that fail to execute or meet MOA requirements may be referred to the Departmental Enforcement Center [24 CFR 902.77].

PHAs must post a notice of its final PHAS score and status in appropriate conspicuous and accessible locations in its offices within two weeks of receipt of its final score and status.

## **PART V: RECORD KEEPING**

### **16-V.A. OVERVIEW**

The PHA must maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. All such records must be made available to HUD or the Comptroller General of the United States upon request.

In addition, the PHA must ensure that all applicant and participant files are maintained in a way that protects an individual's privacy rights, and that comply with VAWA 2013 confidentiality requirements.

### **16-V.B. RECORD RETENTION**

#### HACC Policy

The HACC will keep the last three years of the Form HUD-50058 and supporting documentation and for at least three years after end of participation all documents related to a family's eligibility, tenancy, and termination.

In addition, HACC will keep the following records for at least three years:

- An application from each ineligible family and notice that the applicant is not eligible

- Lead-based paint records as required by 24 CFR 35, Subpart B

- Documentation supporting the establishment of flat rents

- Documentation supporting the establishment of utility allowances and surcharges

- Documentation supporting PHAS scores

- Accounts and other records supporting HACC budget and financial statements for the each Asset Management Project (AMP).

- Confidential records of all emergency transfers related to VAWA requested under the PHA's Emergency Transfer Plan and the outcomes of such requests

- Other records as determined by the HACC or as required by HUD

If a hearing to establish a family's citizenship status is held, longer retention requirements apply for some types of documents. For specific requirements, see Section 14-II.A.

## **16-V.C. RECORDS MANAGEMENT**

PHAs must maintain applicant and participant files and information in accordance with the regulatory requirements described below.

### HACC Policy

All applicant and resident information will be kept in a secure location and access will be limited to authorized HACC staff.

HACC staff will not discuss personal family information unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

### **Privacy Act Requirements [24 CFR 5.212 and Form-9886]**

The collection, maintenance, use, and dissemination of social security numbers (SSN), employer identification numbers (EIN), any information derived from these numbers, and income information of applicants and participants must be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal, State, and local law.

Applicants and participants, including all adults in the household, are required to sign a consent form, HUD-9886, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form may be used, and under what conditions HUD or the PHA may release the information collected.

### **Upfront Income Verification (UIV) Records**

PHAs that access UIV data through HUD's Enterprise Income Verification (EIV) System are required to adopt and follow specific security procedures to ensure that all EIV data is protected in accordance with Federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper). These requirements are contained in the HUD issued document, *Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification (UIV) Data*.

### HACC Policy

HACC will utilize HUD's EIV system, HACC adopts and implement EIV security procedures required by HUD.



### **Criminal Records**

The PHA may only disclose the criminal conviction records which the PHA receives from a law enforcement agency to officers or employees of the PHA, or to authorized representatives of the PHA who have a job-related need to have access to the information [24 CFR 5.903(e)].

The PHA must establish and implement a system of records management that ensures that any criminal record received by the PHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation [24 CFR 5.903(g)].

The PHA must establish and implement a system of records management that ensures that any sex offender registration information received by the PHA from a State or local agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation. This requirement does not apply to information that is public information, or is obtained by a PHA other than under 24 CFR 5.905.

### **Medical/Disability Records**

PHAs are not permitted to inquire about the nature or extent of a person's disability. The PHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the PHA receives a verification document that provides such information, the PHA should not place this information in the tenant file. The PHA should destroy the document.

### **HACC Policy**

HACC will follow HUD protocols as they relate to information obtained for applicants and residents which relate to criminal records. HACC will destroy any information unsolicited concerning an applicant's medical or disability condition that may be received when verification is required to provide program benefits.

**PART VI: REPORTING REQUIREMENTS FOR CHILDREN WITH  
ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL**

**16-VI.A. REPORTING REQUIREMENTS [24 CFR 35.1130(e)]**

The PHA has certain responsibilities relative to children with environmental intervention blood lead levels that are living in public housing.

The PHA must report the name and address of a child identified as having an environmental intervention blood lead level to the public health department within 5 business days of being so notified by any other medical health care professional. The PHA must also report each known case of a child with an environmental intervention blood lead level to the HUD field office.

HACC Policy

HACC will provide the public health department written notice of the name and address of any child identified as having an environmental intervention blood lead level.

HACC will provide written notice of each known case of a child with an environmental intervention blood level to the HUD field office within 5 business days of receiving the information.

**PART VII: NOTIFICATION TO APPLICANTS AND TENANTS  
REGARDING PROTECTIONS UNDER THE VIOLENCE AGAINST WOMEN  
REAUTHORIZATION ACT OF 2005 (VAWA)**

**16-VII.A. OVERVIEW**

The Violence against Women Reauthorization Act of 2013 (VAWA) requires PHAs to inform public housing tenants of their rights under this law, including their right to confidentiality and the limits thereof. Since VAWA provides protections for applicants as well as tenants, PHAs may elect to provide the same information to applicants.

This part describes the steps that the PHA will take to ensure that all actual and potential beneficiaries of its public housing program are notified about their rights under VAWA.

**16-VII.B. VAWA NOTIFICATION**

HACC Policy

HACC will post the following information regarding VAWA in its offices and on its Web site. It will also make the information readily available to anyone who requests it.

A summary of the rights and protections provided by VAWA to public housing applicants and residents who are or have been victims of domestic violence, dating violence, or stalking (see sample notice in Exhibit 16-1)

The definitions of *domestic violence*, *dating violence*, and *stalking* provided in VAWA (included in Exhibit 16-1)

An explanation of the documentation that the PHA may require from an individual who claims the protections provided by VAWA (included in Exhibit 16-1)

A copy of form HUD-50066, Certification of Domestic Violence, Dating Violence, or Stalking

A statement of HACC's obligation to keep confidential any information that it receives from a victim unless (a) HACC has the victim's written permission to release the information, (b) it needs to use the information in an eviction proceeding, or (c) it is compelled by law to release the information (included in Exhibit 16-1)

The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibit 16-1)

Contact information for local victim advocacy groups or service providers

## **16-VII.C. NOTIFICATION TO APPLICANTS**

### HACC Policy

HACC will provide all applicants with notification of their protections and rights under VAWA at the time they request an application for housing assistance.

The notice will explain the protections afforded under the law, inform each applicant of HACC confidentiality requirements, and provide contact information for local victim advocacy groups or service providers.

HACC will also include in all notices of denial a statement explaining the protection against denial provided by VAWA (see section 3-III.F).

## **16-VII.D. NOTIFICATION TO TENANTS [Pub.L. 109-162]**

VAWA requires PHAs to notify tenants assisted under public housing of their rights under this law, including their right to confidentiality and the limits thereof.

### HACC Policy

HACC will provide all tenants with notification of their protections and rights under VAWA at the time of admission and at annual reexamination.

The notice will explain the protections afforded under the law, inform the tenant of HACC confidentiality requirements, and provide contact information for local victim advocacy groups or service providers.

HACC will also include in all lease termination notices a statement explaining the protection against termination or eviction provided by VAWA (see Section 13-IV.D).

## **EXHIBIT 16-1: SAMPLE NOTICE TO PUBLIC HOUSING APPLICANTS AND RESIDENTS REGARDING THE VIOLENCE AGAINST WOMEN ACT (VAWA)**

*This sample notice was adapted from a notice prepared by the National Housing Law Project.*

A federal law that went into effect in 2006 protects individuals who are victims of domestic violence, dating violence, and stalking. The name of the law is the Violence against Women Act, or "VAWA." This notice explains your rights under VAWA.

### **Protections for Victims**

If you are eligible for public housing, the housing authority cannot refuse to admit you to the public housing program on the basis that you are a victim of domestic violence, dating violence, or stalking.

If you are the victim of domestic violence, dating violence, or stalking, the housing authority cannot evict you based on acts or threats of violence committed against you. Also, criminal acts directly related to the domestic violence, dating violence, or stalking that are caused by a member of your household or a guest can't be the reason for evicting you if you were the victim of the abuse.

### **Reasons You Can Be Evicted**

The housing authority can still evict you if the housing authority can show there is an *actual* and *imminent* (immediate) threat to other tenants or housing authority staff if you are not evicted. Also, the housing authority can evict you for serious or repeated lease violations that are not related to the domestic violence, dating violence, or stalking against you. The housing authority cannot hold you to a more demanding set of rules than it applies to tenants who are not victims.

### **Removing the Abuser from the Household**

The housing authority may split the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the public housing unit. If the housing authority chooses to remove the abuser, it may not take away the remaining tenants' rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, the housing authority must follow federal, state, and local eviction procedures.

### **Proving that You Are a Victim of Domestic Violence, Dating Violence, or Stalking**

The housing authority can ask you to prove or “certify” that you are a victim of domestic violence, dating violence, or stalking. In cases of termination or eviction, the housing authority must give you at least 14 business days (i.e. Saturdays, Sundays, and holidays do not count) to provide this proof. The housing authority is free to extend the deadline. There are three ways you can prove that you are a victim:

- Complete the certification form given to you by the housing authority. The form will ask for your name, the name of your abuser, the abuser’s relationship to you, the date, time, and location of the incident of violence, and a description of the violence.
- Provide a statement from a victim service provider, attorney, mental health professional, or medical professional who has helped you address incidents of domestic violence, dating violence, or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both you and the professional must sign the statement, and both of you must state that you are signing “under penalty of perjury.”
- Provide a police or court record, such as a protective order, or an administrative record.

Additionally, at its discretion, the housing authority can accept a statement or other evidence provided by the applicant or tenant.

If you fail to provide one of these documents within the required time, the housing authority may evict you.

### **Confidentiality**

The housing authority must keep confidential any information you provide about the violence against you, unless:

- You give written permission to the housing authority to release the information.
- The housing authority needs to use the information in an eviction proceeding, such as to evict your abuser.
- A law requires the housing authority to release the information.

If release of the information would put your safety at risk, you should inform the housing authority.

### **VAWA and Other Laws**

VAWA does not limit the housing authority’s duty to honor court orders about access to or control of a public housing unit. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, or stalking.

## For Additional Information

If you have any questions regarding VAWA, please contact \_\_\_\_\_ at \_\_\_\_\_.

For help and advice on escaping an abusive relationship, call the National Domestic Violence Hotline at 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY).

## Definitions

For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines *domestic violence* to include felony or misdemeanor crimes of violence committed by any of the following:

- A current or former spouse or intimate partner of the victim
- A person with whom the victim shares a child in common
- A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner
- A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies
- 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

VAWA defines *dating violence* as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:

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

VAWA defines *stalking* as engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress.

# **HACC ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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## **GLOSSARY**

**50058 Form:** The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

**1937 Housing Act:** The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

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

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

**Annual Income:** All amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)



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

**As-Paid States:** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

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

**Asset Income:** Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

**Assistance applicant:** A family or individual that seeks admission to the public housing program.

**Ceiling Rent:** Maximum rent allowed for some units in public housing projects.

**Certification:** The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

**Child Care Expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

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

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

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

**Covered Families:** Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

**Decent, Safe, and Sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

**Department:** The Department of Housing and Urban Development. (24 CFR 5.100)

**Dependent:** A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

**Dependent Allowance:** An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

**Disability Assistance Expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

**Disability Assistance Expense Allowance:** In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

**Disabled Family:** A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

**Disabled Person:** See "person with disabilities."

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

**Displaced Person:** A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. [1937 Act]

**Drug-Related Criminal Activity:** Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

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

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

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

**Elderly Person:** A person who is at least 62 years of age. (1937 Housing Act)

**Extremely low-income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

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

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

**Family Members:** All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

**Family Self-Sufficiency Program (FSS Program):** The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

**Flat Rent:** A rent amount the family may choose to pay in lieu of having their rent determined under the income method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

**Full-Time Student:** A person who is attending school or vocational training on a full-time basis.

**Head of Household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

**Household Members:** All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

**Housing Assistance Plan:** A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

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

more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

**Imputed welfare income:** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

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

**Income Method:** A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the income method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

**Interim (examination):** A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.

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

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

**Low-Income Families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes. (1937Act)

**Medical Expenses:** Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animal, and transportation for medical purposes.

**Mixed Family:** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

**Mixed population development:** A public housing development, or portion of a development, that was reserved for elderly and disabled families at its inception (and has retained that character). If the development was not so reserved at its inception, the PHA has obtained HUD approval to give preference in tenant selection for all units in the development (or portion of development) to elderly families and disabled families. These developments were formerly known as elderly projects.

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

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

**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(b))

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

**Net Family Assets:**

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

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

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

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

**Person with Disabilities:** A person who:

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

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

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

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

**Processing Entity:** The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs, the processing entity is the responsibility entity.

**Proration of Assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR 5.520)

**Public Housing Agency (PHA):** Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

**Recertification:** The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

**Remaining Member of a Tenant Family:** A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

**Responsible Entity:**

- A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR 982), and the Section 8 project-based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

**Self-Declaration:** A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

**Shelter Allowance:** That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

**Single Person:** Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)



### **Specified Welfare Benefit Reduction:**

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

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

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

**Tenant:** The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

**Tenant Rent:** The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

**Third-Party (verification):** Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

### **Total Tenant Payment (TTP):**

A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:

1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:

a. 30% of the family's monthly adjusted income;

b. 10% of the family's monthly income; or

c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.

2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

**Utility Allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

**Utility Reimbursement:** The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (24 CFR 5.603)

**Very Low-Income Families:** Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families,

except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d))

**Welfare Rent:** In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

## **ACRONYMS**

<b>ACC</b>	Annual contributions contract
<b>ACOP</b>	Admissions and continued occupancy policy
<b>ADA</b>	Americans with Disabilities Act of 1990
<b>AIDS</b>	Acquired immune deficiency syndrome
<b>AMI</b>	Area median income
<b>AMP</b>	Asset management project
<b>BR</b>	Bedroom
<b>CDBG</b>	Community Development Block Grant (Program)
<b>CFP</b>	Capital fund program
<b>CFR</b>	Code of Federal Regulations (published federal rules that define and implement laws; commonly referred to as "the regulations")
<b>COCC</b>	Central office cost center
<b>CPI</b>	Consumer price index (published monthly by the Department of Labor as an inflation indicator)
<b>EID</b>	Earned income disallowance
<b>EIV</b>	Enterprise Income Verification
<b>FDIC</b>	Federal Deposit Insurance Corporation
<b>FHA</b>	Federal Housing Administration (HUD Office of Housing)
<b>FHEO</b>	Fair Housing and Equal Opportunity (HUD Office of)
<b>FICA</b>	Federal Insurance Contributions Act (established Social Security taxes)
<b>FMR</b>	Fair market rent
<b>FR</b>	Federal Register
<b>FSS</b>	Family Self-Sufficiency (Program)
<b>FY</b>	Fiscal year
<b>FYE</b>	Fiscal year end
<b>GAO</b>	Government Accountability Office

<b>HA</b>	Housing authority or housing agency
<b>HCV</b>	Housing choice voucher
<b>HERA</b>	Housing and Economic Recovery Act of 2008
<b>HOPE VI</b>	Revitalization of Severely Distressed Public Housing Program
<b>HUD</b>	Department of Housing and Urban Development
<b>HUDCLIPS</b>	HUD Client Information and Policy System
<b>IMS</b>	Inventory Management System
<b>IPA</b>	Independent public accountant
<b>IRA</b>	Individual retirement account
<b>IRS</b>	Internal Revenue Service
<b>JTPA</b>	Job Training Partnership Act
<b>LBP</b>	Lead-based paint
<b>LEP</b>	Limited English proficiency
<b>LIHTC</b>	Low-income housing tax credit
<b>MTW</b>	Moving to Work
<b>NOFA</b>	Notice of funding availability
<b>OGC</b>	HUD's Office of General Counsel
<b>OIG</b>	HUD's Office of Inspector General
<b>OMB</b>	Office of Management and Budget
<b>PASS</b>	Plan to Achieve Self-Support
<b>PHA</b>	Public housing agency
<b>PHAS</b>	Public Housing Assessment System
<b>PIC</b>	PIH Information Center
<b>PIH</b>	(HUD Office of) Public and Indian Housing
<b>QC</b>	Quality control
<b>QHWRA</b>	Quality Housing and Work Responsibility Act of 1998 (also known as the Public Housing Reform Act)

<b>RAD</b>	Rental Assistance Demonstration Program
<b>REAC</b>	(HUD) Real Estate Assessment Center
<b>RFP</b>	Request for proposals
<b>RIGI</b>	Regional inspector general for investigation (handles fraud and program abuse matters for HUD at the regional office level)
<b>ROSS</b>	Resident Opportunity and Supportive Services
<b>SSA</b>	Social Security Administration
<b>SSI</b>	Supplemental security income
<b>SWICA</b>	State wage information collection agency
<b>TANF</b>	Temporary assistance for needy families
<b>TR</b>	Tenant rent
<b>TTP</b>	Total tenant payment
<b>UA</b>	Utility allowance
<b>UFAS</b>	Uniform Federal Accessibility Standards
<b>UIV</b>	Upfront income verification
<b>UPCS</b>	Uniform Physical Condition Standards
<b>URP</b>	Utility reimbursement payment
<b>VAWA</b>	Violence Against Women Reauthorization Act of 2013
<b>VCA</b>	Voluntary Compliance Agreement

**Attachment G2**

# **ACOP CHANGES**

**NO**

**ACOP**

**CHANGES**

**OR**

**REVISIONS**



**Attachment G3**

**LEASE**

HOUSING AUTHORITY OF THE CITY OF CAMDEN  
RESIDENTIAL LEASE AGREEMENT

MOVE-IN DATE:

Community Name: \_\_\_\_\_

Account Name: \_\_\_\_\_

THIS AGREEMENT is between the Housing Authority of the City of Camden, hereafter called the "Authority", and the Tenant family, here after called the "Tenant" or "Resident". Where applicable, the terms and conditions of the Lease will be listed according to the responsibilities of each party. A reference to "Authorization" with a reference number identifies the applicable provision of 24CRF966.

I. DESCRIPTION OF PARTIES AND PREMISES

- (a) **Tenant Family:** The Tenant family members authorized to occupy the leased unit identified at I(b) is headed by: \_\_\_\_\_ Here after known as the "head of household". The Tenant family will consist of the following person(s) and no others:

Name of authorized Household member	Relationship to head of household	Social Security No.	Age at Lease Approval/DOB

- (b) The Authority, *relying upon the representations of Tenant as to income of all authorized household members (with the exception of earned income of minors,) family composition, and housing needs*, hereby leases to Tenant Unit No. \_\_\_\_\_ Camden, New Jersey 08105 at the rental amount stated below and designated as follows, pursuant to the terms and conditions hereafter set forth.
- (c) The apartment unit rented to the Tenant *must be used only* as a private residence, solely for Tenant and the household members named on Part I of the Lease. The Authority may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities incidental to the residential use subject to the Authority's policy on such activities. [Authorization 966.4(d)(1 + 2)]
- (d) Any addition(s) to the authorized Household members named in Section I(a) of this Lease Agreement requires the written approval of the Authority and a lease

amendment at Section XX of this Agreement. Tenant further agrees to *await the Authority's approval prior to allowing additional persons*, other than those resulting from natural births, to occupy the leased premises. *Failure on the part of the Tenant to comply with this provision will allow the Authority to take action to terminate this lease* in accordance with Section XIII herein. Permission to add Live-in Aides and foster children shall not be unreasonably refused. [Authorization 966.4(a)(2) & (d)(3)(I)]

- (e) *Deletions from the authorized household members* named on this Lease, due to any reason whatsoever, *must be reported* by the Tenant to the Authority, in writing, within ten (10) calendar days of the absence of any family member who is considered to be permanently absent from the unit. The Authority may require documentation to establish if the absent household member is to be considered temporarily or permanently absent under the Authority's *Admissions and Continued Occupancy Policy (ACOP)*. The Authority's *determination* will establish if any *change in Tenant rent is required* as a result of the change(s) in family composition.
- (f) By signing this lease, Tenant acknowledges the Authority's strict enforcement of its *"One Strike and You're Out Policy"*. Tenant further acknowledges that the persons listed herein are the only persons who can live in the leased Premises and that Tenant is responsible for the conduct of all such persons and the *guests* of any household member(s). Tenant and majority-age household members understand, acknowledge and agree that this lease between the Authority and the Tenant may be terminated if the Tenant, any member of the Tenant's household, any guest, or other person under the Tenant's control *violates any provision* of this Lease. Tenant and majority-age household members listed herein further understand, acknowledge, and agree that the Authority has a **Policy of Zero Tolerance** to "Criminal Activity" including, but not limited to a "One Strike and You're Out" posture towards drug-related Criminal Activity on or off the premises. Public Housing sites have been declared "Drug-Free Zones" by the Authority and state law (N.J.S. 2C-35-5). Tenant and majority-age household members listed herein further understand, acknowledge, and agree that the Authority's Policy and express provisions of this Lease entitles the Authority to terminate the tenancy under this lease if the tenant, any member of tenant's household, any guest or other person under Tenant's control engages in (a) any Criminal Activity that threatens the health, safety, or right of the peaceable enjoyment of public housing premises by other Tenants or employee/agents of the Authority or; (b) any drug-related Criminal Activity on or near such premises. Drug-related Criminal Activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance as defined in Sec. 102 of the Controlled Substance Act (21 U.S.C. 802). Tenant and majority-age household members listed herein understand, acknowledge, and agree that engagement in one and only one such act of Criminal Activity shall be cause for termination of tenancy, and cause for refusal of subsequent housing applications for a period of three (3) years. Tenant further understands, acknowledges and agrees that he/she has informed all of the persons under the age of majority listed herein and agrees to so inform any other person who may become a member of his/her household during any tenancy under this Lease, that this Lease between Tenant and the Authority may be terminated in the event, Tenant, any member of the Tenant's household, any guest or other person under Tenant's control violates any provision of this Lease, including but not limited to provisions with respect to "Criminal Activity".

- (g) By signing this lease Tenant agrees to all terms and conditions of this lease, any executed lease addenda, or any lease addenda subsequently executed by Tenant and Authority.

## II. LENGTH OF LEASE AND RENT DUE UNDER THE LEASE

(a) **Prorata Rent**

In the event a Tenant enters the unit after the first day of the month, the initial term shall run from date of possession until the last day of the month with prorata rent charged accordingly. The tenancy will then begin on the first day of the next month.

(b) **Rental Payments**

Rental Payment shall be due and payable on the first day of the month. Tenant's rent shall include cost of utilities as described below, attorney fees for any lease violations and includes all Maintenance Services not attributable to normal wear and tear.

- (c) Unless otherwise modified or terminated in accordance with Section XIII of the Lease, this lease shall commence on \_\_\_\_\_. The lease shall automatically be renewed for successive terms of one calendar month beginning \_\_\_\_\_, and shall end on \_\_\_\_\_.

(month one date) (last day of first month of tenancy) and is to be automatically renewable for successive periods of equal length unless properly terminated pursuant to the terms of this lease and the laws of the State of New Jersey. Tenant's rent shall remain in effect unless adjusted by the Authority in accordance with Section VI herein.

- (d) Tenant base rent in the amount of \_\_\_\_\_ DOLLARS (\$00.00) is DUE and shall be PAYABLE in advance on the first day of each month. Tenant's rent may be periodically adjusted in accordance with the family's circumstances. Changes in rent will become effective on the date specified in Authority's *Notice of Rent Change*. Rent shall include cost of utilities as described in Section V below, and also includes all maintenance services required not due to normal wear and tear. Rental payments not received by close of business on the first day of the month will be considered late, and payments not received by 4:30 p.m. on the fifth (5th) calendar day of the month will be considered delinquent. Delinquent rent payments shall result in Tenant incurring a late fee of One (\$1.00) Dollar per day for every day late. Tenant is responsible for payment of all rent charges when due. Partial rental payments for current month's rent will not be accepted. However, if Tenant is prepared to pay the Base Rent after the fifth calendar day, the late Base Rent will be accepted even though the Total Rent is not paid. Late charges will still accumulate together with other charges that constitute the Total Rent.

The Authority will accept partial rental payments for future months prior to date due. All rent must be paid in full as of the due date. A \$35.00 fee will be charged for any personal check that is not honored by the bank for payment. If a Tenant has tendered to the Authority two (2) insufficient fund checks, personal checks will no longer be accepted from Tenant and all current and future payments must be paid with a guaranteed check such as a cashiers check or money order.

- (e) The amount of the Total Tenant Rental shall be determined by the Authority in compliance with HUD regulations and requirements and in accordance with the Authority's Admissions and Occupancy Policy. [Authorization 966.4]



- (f) When the Authority makes any change in the amount of Total Tenant Payment or Tenant Rent, the Authority shall give written notice to Tenant.
- (g) The notice shall state the new amount, and the date from which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the Authority. If Tenant asks for an explanation, the Authority shall respond in a reasonable time. [Authorization 966.4 (4)]

III.

**CHARGES IN ADDITION TO RENT**

In addition to the Tenant's rent, the Tenant is responsible for the payment of certain other charges specified in this Lease. The type(s) and amount of repair charges are specified in the Authority's *Schedule of Repair Charges*. Other charges under the lease include:

(a) **Cost(s) of Tenant-Caused Damages:** A charge for labor and materials for services or repairs due to damage caused by the Tenant, an authorized member of the Tenant's household or a Tenant's guest, where such repairs are due to the negligence or willful abuse of the Tenant's household or guest(s). When the Authority determines the maintenance service is not due to normal wear and tear, the Tenant shall be responsible for the cost of such service (labor plus materials) in accordance with the most recent *Schedule of Maintenance Charges* posted by the Authority at the site manager's office.

(b) **Excess Utility Consumption:** Where the cost of utilities are provided by the Authority and the Tenant's dwelling unit has been equipped with an individual meter, a charge shall be assessed for a Tenant's utility consumption which exceeds the established utility consumption allowance for the Tenant's unit. Such charge(s) will be based on the reading of the Tenant's meter. A bill/demand for payment will be sent to the Tenant with the actual utility consumption and a statement of charges for the excess utility consumption.

(c) **Utility Surcharge:** When the Tenant maintains major appliances which utilize an extraordinary amount of electricity and the Authority pays the full cost of the electric bill, the Tenant family agrees to pay to the Authority a surcharge. This surcharge will apply to Tenant-owned air conditioners, washers, dryers, deep freezers, second refrigerator and/or microwaves. The Tenant is hereby required to notify the site manager's office of the installation of all such major appliances within ten (10) calendar days of installation. This charge does not apply to Tenants who pay their utilities directly to a utility supplier.

(d) **Installation charges:** Tenant-supplied air conditioners.

(e) **Late Charges:** A charge of \$1.00 per day late for rent or other charges paid after the fifth calendar day of the month. [Authorization 966.4 (b)(3)] Any late charges are considered rent once they become due. The Authority shall provide written notice of the amount of any late charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Tenant receives the Authority's written notice of the charge. [Authorization 966.4 (b)(4)].

(f) **Security Deposit:** Tenant agrees to pay an amount equal to \$50 or one month's Tenant rent, whichever is the greater. The dollar amount of the security deposit due under this lease is \$0.00. This amount is due in full at time of lease execution unless the Tenant family enters into a *Security Deposit Payment Plan* with the Authority. The Security Deposit may not be used to pay rent or other charges due under this lease while the Tenant occupies the dwelling unit. No

refund of the Security Deposit will be made until after the Tenant has vacated and the Manager or his/her designee has inspected the dwelling unit. Provision shall be made for the Tenant's participation in both the pre-occupancy and the pre-termination inspection. The Authority will place the deposit in an interest bearing account located at TD BANK. Payment of the accrued interest on the Security Deposit is to be done yearly, in the month of January, as a credit against future rent owed. If no rent or other charges are due and payable within 120 days of January 1<sup>st</sup>, then the Authority shall issue a check for the earned interest.

**Authority's Responsibilities:** The Authority will use the Security Deposit at the termination of this lease:

1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.
2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.

*The return of the Security Deposit shall occur within 30 days of the unit becoming vacant.* The Authority agrees to return the Security Deposit plus any accrued interest to the Tenant when they vacate, less any deductions for any costs indicated above. If such deductions are made, the Authority will furnish the Tenant with a written statement of any such costs for damages and/or other charges to be deducted from the Security.

*Deposit.* If the Tenant fails to provide the Authority with a forwarding address, or fails to make arrangements to pick up any remaining deposit, the Authority will deposit the balance of the Tenant's security deposit into its general operating account or its Tenant services account. The Authority may also deduct one (1) percent per year from the accrued interest on the Security Deposit for administrative expenses.

**(g) Cleaning:** Tenant may be assessed an additional charge for the cost of dirt, trash, garbage and debris in a unit after the Tenant has vacated the unit which would require more than two (2) hours of effort by one staff person.

**(h) Service Charges:** Tenant may be assessed service charges which shall be periodically posted by the Authority in compliance with this lease. Such service charges may include, but are not necessarily limited to:

- reasonable attorney fees, filing fees or court costs where Tenant elects to settle with Authority before going to court but after such costs have been incurred;
- cost of key or lock replacement;
- "lock-out" calls after regular working hours, week-ends or Authority holidays;
- "Returned check" charges assessed by the bank; and
- moving/storage costs incurred by Authority in connection with a suit to enforce payment of Tenant rent due or for enforcement of other lease terms and conditions.

#### IV. WHERE TO MAKE RENT PAYMENTS

Rent and other charges can be paid by mail to the Authority at 2021 WATSON STREET or SITE MANAGEMENT OFFICE.

However, if needed as a reasonable accommodation, the Authority shall make other arrangements for payment of rent. The Authority will not accept cash. [Authorization 8.24 (a)(1) and (b)]

V. UTILITIES AND APPLIANCES

- (a) **Authority's Responsibilities:** As part of the rent, the Authority will supply water and sewage service to all of its leased dwelling units. If indicated by an (x) below, the Authority will also provide the additional indicated utility, such as: electricity, natural gas and/or heating fuel. The Authority will not be liable to the family to supply utility service for any cause beyond its control.
- If indicated by a (X) below, the Authority will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc. may be installed and operated only with the written approval of the Authority. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances, as shown on the Schedule posted in the office of the site manager. [966.4 (b)(2)]

The following Utilities to be provided by:

UTILITY	AUTHORITY	TENANT
Heating	X	
Electric		X
Air Conditioning		X
Water Heating	X	
Water	X	
Sewer	X	
Trash Collection	X	
Range	X	
Refrigerator	X	
Other (Specify)		

- (b) **Utility Surcharges:** Air conditioners, freezers, extra-refrigerators, washers, dryers, gas operated appliances (gas dryers) may be installed and operated only with written approval of the Authority. A monthly service charge shall be payable by the Tenant for the electricity used in the operation of such appliances, per the Schedule of surcharges posted by the Authority in the site manager's office. Whenever Tenant desires to install (whether before or after the execution of this Lease) an air conditioner in their premises, such installation must be performed by designated personnel of the Authority. Cost of said installation shall be payable by the family based on labor and materials. The Authority reserves the right to deny approval of an air conditioner if it is determined to pose a hazard due to inadequate wiring, electrical service or similar concerns.
- (c) **Tenant Responsibilities:** Tenant agrees not to waste the utilities provided by the Authority and to comply with any applicable law, regulation, or guideline of any

governmental authority or rules set by the Authority for the regulation or conservation of utilities or fuels. Tenant also agrees to pay utility bills directly to the appropriate utility supplier in a timely manner in order to prevent cut-off of utility services to Tenant, where Tenant is responsible for direct utility payment to the utility supplier. Tenant further agrees to abide by any local ordinance or *House Rules* restricting or prohibiting the use of space heaters in multi-family dwelling units. Copies of such rules are available in the Development Office.

- (d) **Utility Allowance:** Where the Authority does not supply electricity, natural gas, or heating fuel, an *Allowance for Tenant-Paid Utilities* shall be established appropriate for the size and type of dwelling unit. The Tenant's Total Tenant Payment to the Authority shall be reduced by an allowance for utilities Tenant directly pays to any utility supplier. If the Allowance for Utilities exceeds the Total Tenant Payment, the Authority will pay a Utility Reimbursement to the utility supplier or Tenant each month. [Authorization 5.603] The Authority may change the Allowance at any time during the term of the lease, and shall give Tenant 60 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. [Authorization 965.502] If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is LESS than the Allowance for Utilities, Tenant shall receive the benefit of such saving credited to the Tenant's Base Rent.

## VI. TERMS AND CONDITIONS

The following terms and conditions of occupancy are made a part of the Lease and are binding on the Tenant.

(a) **Use and Occupancy of Dwelling:** Tenant shall use and occupy the premises exclusively as a private dwelling for the Tenant and their family and for no other purpose without the prior written approval of the Authority. This provision does not exclude reasonable accommodation to Tenant's guests or visitors for a period not exceeding 14 consecutive calendar days and/or 30 calendar days in any 12 month period per approved guest/visitor. Permission may be granted upon written request to the Manager, for an extension of this provision, or to include "extended" care of Foster children and/or live-in care for a member of the Tenant's family. The term "guest" is defined to mean a *person in the leased unit with the consent of a household member*. The Tenant shall comply with all Federal/State/Local laws affecting the use or occupancy of the premises and with all Federal regulation now and hereafter established or modified. The Tenant may engage in legal profit-making activities in dwelling unit, which must be secondary to its primary residential use. Any business-use of the dwelling unit must receive the prior written approval by the Authority. Such approval will be based upon the criteria and/or requirements set forth in the agency's ACOP.

(b) **Ability to comply with Lease terms:** If, during the term of this Lease, Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this lease and cannot make arrangements for someone to aid him/her in complying with the lease, and the Authority cannot make any reasonable accommodations that would enable Tenant to comply with the lease; THEN, the Authority will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, the Authority will work with appropriate agencies to secure suitable housing and will terminate the Lease in accordance with Section XIII termination of the lease. At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with lease terms.



(c) **Redetermination of Rent and Dwelling Size:** Rent is due and owing for the premises in the amount as fixed at Section II (d) of this Lease Agreement until amended as described below:

- (1) The status of each family is to be reexamined and rent re-determined at least once a year in accordance with an established reexamination schedule.
- (2) As a material provision of this Lease, Tenant agrees and promises to supply the Authority, upon request, with accurate information as to: *family composition, age of authorized members of the household, income and source of income of all authorized members of the household, assets, handicap or disability status, citizenship status and other related information* necessary to determine continued eligibility, annual income, adjusted income, and Tenant rent. The Tenant agrees to comply with Authority requests for the verification of information by signing applicable information releases for third party sources, presenting documents for review by the Authority, and/or providing other suitable forms of verification as deemed appropriate by the Authority. This information will be used by the Authority in determining whether the amount of the Tenant's rent should be changed and whether the assigned dwelling unit is still appropriate to meet the Tenant's housing needs. This determination will be made in accordance with the established *Admissions and Continued Occupancy Policies*, which are publicly posted in a conspicuous manner in the Management Office. A copy of the policies can be furnished to applicants and Tenants and recognized Tenant Organizations upon oral or written request.
- (3) Rent will remain in effect for the period between regular rent redeterminations, UNLESS during such period:
  - (i) *Tenant family income increases* by One Hundred (\$100.00) Dollars or more per month, in which instance(s), Tenant must report such change to the Authority for *an interim redetermination of rent* within 30 days of change.
  - (ii) A person with income joins the household.
  - (iii) It is found that the Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. The Authority then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
  - (iv) Rent formulas or procedures are changed by Federal law or regulation.
- (4) Without regard to the number of interim rent changes which occur due to increased Tenant family income (as stated above), decrease in Tenant family income or an increase in allowable expenses, such as child care or medical expenses for elderly/handicapped families, *the family must still comply with the requirement for the regularly scheduled annual re-exam.*
- (5) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent. [Authorization 5.613] If a reduction granted, Tenant must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. Failure to report within the 10 days may result in a retroactive rent charge.
- (6) All changes in family composition must be reported to the site manager within 10 days may result in a retroactive rent charge in accordance with Section 1 (D) of this lease. [Authorization 966-4 (c) (2)]

HOUSING AUTHORITY OF THE CITY OF CAMDEN  
RESIDENTIAL LEASE AGREEMENT

- (7) This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit. An exception will be made if it is determined that that move-in of a single adult child is essential for the mental or physical health of Tenant.
- (8) Changes in family composition must be reported to the Public Housing Manager as follows:
- (i) Family member(s) who vacate the unit and are considered by the head of household to be *permanently absent from the unit* (e.g., *adult child joins the military and is stationed away from home*) must be reported within ten (10) days of the occurrence;
  - (ii) Family member(s) who vacate the unit and are considered by the head of household to be *temporarily absent* from the unit for a period of 30 or more consecutive calendar days must be reported within ten (10) days of the occurrence;
  - (iii) Family members not listed on the lease who are proposed to occupy the unit for more than 7 consecutive calendar days must be approved by the Housing Authority prior to occupancy. Any adult family members proposed to occupy the unit on a permanent basis will be approved subject to (a) the Authority's routine screening criteria and (b) a determination that the additional household members will not result in more than two (2) persons per bedroom. Failure to meet criteria (a) or (b) herein will result in the disapproval of the additional household members.
- (d) **Timing of Rent Adjustments Due to Redetermination:** The Tenant will be notified in writing of any resultant rent adjustment due to the situations described in the preceding paragraphs. Such notice will state the effective date of the rent adjustment:
- (1) In the case of a rent decrease, the adjustment will become effective on the first day of the month following the month in which the change in Tenant's rent occurred. This can result in a retroactive decrease in Tenant's rent.
  - (2) In the case of a rent increase, any increase in rent resulting from an interim redetermination will become effective the first day of the second month following the issuance of the "Notice of Rent Adjustment," providing the Tenant reported the change in a timely manner, as described above. Failure to report in a timely manner can result in Tenant receiving less than 30 days advance notice of a rent increase and/or a retroactive rent increase.
  - (3) In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective the first day of the second month following the month in which the Authority notifies the tenant of the law or regulatory change.
  - (4) In the case of a rent increase due to deliberate misrepresentation, failure to report a change in family composition, or failure to report a required increase in income, the Authority may require retroactive rent payment first month following the month in which the misrepresentation occurred.
- (e) **Dwelling Unit Transfers:**
- (1) Tenant understands that if the Authority determines that the size of the premises is no longer appropriate for the Tenant's needs, or does not conform to the Occupancy and Assignment Standards as described in

Authority's *Admissions and Continued Occupancy Policies*, the Authority may send the Tenant a 30 day Notice of Transfer. Tenant further agrees to accept a new Lease for a dwelling unit of the appropriate size.

- (2) The Authority, if it deems appropriate, may move a Tenant into another unit, at the same or different property, if it is determined necessary to rehabilitate the Tenant's unit or provide proper facilities for the family's care and well being or to provide appropriate facilities for handicapped or disabled persons. Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed [Authorization 966.4 (c) (4)]
- (3) Tenant is required to move into the replacement dwelling unit made available by the Authority. Tenant has 15 days time, following the receipt of the Transfer Notice, in which to move. If Tenant refuses to move, the Authority may terminate the Lease in accordance with Section XIII of this lease.
- (4) If a Tenant makes a written request for special unit features in support of a documented disability, the Authority shall modify Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, the Authority may transfer Tenant to another unit with the features requested at the Authority's expense.
- (5) A tenant without disabilities that is housed in an accessible or adaptable unit must transfer to a unit without such features should a Tenant with disabilities need the unit (at the Authority's expense). [Authorization 8.27 (b)]
- (6) The Authority will make every effort to honor a family's written request for a transfer back to the initial site where it does not create a hardship on the Authority, resulting in increased vacancies and or increased unit turnaround time. Any such transfers must be accomplished within seven (7) calendar days of the notice of availability. If the family fails to make the move within the seven day period the Authority may offer the vacant unit to another family. The family may subsequently submit another transfer request.
- (7) *Convenience transfers* are transfers to another unit or site for the convenience of the Tenant. Request for a convenience transfer must be made in writing to the Manager. There will be a fee assessed for theses transfers.
- (8) The Authority will consider any Tenant request for transfer in accordance with the transfer priorities established in the Authority's adopted *Transfer Policy*.
- (9) All transfers are subject to charges for cleaning or repair work performed by the maintenance staff on the vacated unit. All charges will be assessed after an inspection is completed by Tenant and the site manager. All applicable charges will be deducted from the Tenant's existing security deposit. If the security deposit retained by the Authority is insufficient to cover the charges, the balance will be transferred to Tenant's new account. If there is any deposit remaining after deducting applicable charges the balance will be refunded to Tenant.

## VII. OBLIGATIONS OF THE HOUSING AUTHORITY

The Authority shall be obligated to:

HOUSING AUTHORITY OF THE CITY OF CAMDEN  
RESIDENTIAL LEASE AGREEMENT

- (a) Maintain the premises in a decent, safe, and sanitary condition.
- (b) Comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- (c) Make necessary repairs to the premises.
- (d) Keep buildings, facilities, and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.
- (e) Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilation, and other facilities and appliances, including elevators supplied or required to be supplied by the HACC.
- (f) Provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of individual Tenant families) for the deposit of ashes, garbage, rubbish, and other waste removed from the premise by the Tenant as required by this Lease.
- (g) Supply water, electric, gas and heat in accordance to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection. To notify Tenant of the specific grounds for any proposed adverse action by the Authority. (Such adverse action includes, but not limited to, a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair or for excess consumption of utilities.) When the Authority's grievance procedure for a grievance concerning a proposed adverse action:
  - 1. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with 966.4 (1)(3) shall constitute adequate notice of proposed adverse action.
  - 2. In case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed.  
[Authorization 966.4 (e)(8)]
- (h) Provide extermination services.
- (i) To make "Reasonable Accommodations" in lease and other policy requirements when requested by a qualified resident with disabilities. The concept of reasonable accommodation involves helping the tenant meet essential lease requirements, but does not require the lowering or waiving of essential requirements or a fundamental alteration in the nature of the program or imposition of undue financial administrative burdens on the Authority.

### VIII. TENANTS OBLIGATIONS

Tenant shall be obligated:

- (a) Not to assign this Lease, nor sublet or transfer possession of the leased premises.

HOUSING AUTHORITY OF THE CITY OF CAMDEN  
RESIDENTIAL LEASE AGREEMENT

- (b) Not to give accommodation to boarders or lodgers; nor to give accommodation to guests in excess of seven (7) days without the prior written consent of the Authority.
- (c) To use the premises solely as a private dwelling for Tenant and Tenant's household as identified in paragraph (l)(a) of the Lease, and not to use or permit its use for any other purpose without the prior written consent of the Authority. This provision does not exclude the Authority-approved care of foster children or live-in care of a member of Tenant's family provided the accommodation of such persons conforms to the Authority's Occupancy Standards and has received the written consent of the HACC. This provision does not preclude the use of the dwelling unit for legal profit-making activity provided such activity has the prior written approval of the Authority.
- (d) To abide by necessary and reasonable regulations and rules as declared by the Authority. A copy of these rules will be posted in a conspicuous manner in the site manager's office. Violation of such rules which materially affect the health and safety of Tenants or employees constitutes a violation of the Lease.
- (e) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household. [966.4 (f)(5)]
- (f) To use only in a reasonable manner all electrical, sanitary, heating, ventilation, air conditioning, and other facilities and appurtenances including elevators.
- (g) To keep the premises and such other areas as may be assigned to Tenant, for Tenant's exclusive use, in a clean and safe condition. This shall include keeping the front and rear entrances and walkways for the exclusive use of the Tenant, free of trash and debris. The only exception from this requirement will be made "for cause shown" such as age or disability.
- (h) To make no alterations or repairs or redecoration or painting to the interior or exterior of the premises or to the equipment, or install additional equipment or major appliances unless he/she has received written approval from the Manager.
- (i) To erect no fences or other structures on the property surrounding or accompanying the premises and to have visitors refrain from such activity.
- (j) To make no changes to locks or install any locks on exterior doors without the Authority's written approval. Where the Authority approves the Tenant's installation of new or additional locks, Tenant is obligated to provide management with a copy of new key(s).
- (k) Not to use mirror tiles, cork, nails, tacks, screws, brackets, or fasteners, wall paneling or wall paper in or on any part of the premises (a reasonable number of picture hangers excepted) without authorization by the Authority. Ceiling fans may be installed with the consent of the Authority; by Authority-designated personnel. The cost of installation shall constitute a charge due and payable by the Tenant after receipt of billing from the Authority. Authority-designated personnel is not responsible for any damaged or defected item.
- (l) To remove any property when Tenant surrenders, abandons or leaves the premises. Property left for more than fifteen (15) calendar days is considered abandoned by Tenant and may be disposed of after that period of time by Authority, with cost of storage and removal assessed against the Tenant.
- (m) To insure that the Tenant, authorized members of household, family, guests, or other persons who are on the premises with Tenant's consent, conduct themselves in manner which will:

HOUSING AUTHORITY OF THE CITY OF CAMDEN  
RESIDENTIAL LEASE AGREEMENT

1. Not disturb Tenant's neighbors' peaceful enjoyment of their accommodations; and,
  2. Be conducive to maintaining the project in a decent, safe, and sanitary condition.
- (n) To refrain from, and cause members of the Tenant's household and guests or other persons who are on the premises with Tenant's consent to refrain from:
1. Illegal or other activity which impairs the physical or social environment of the Development.
  2. Unlawful or disorderly conduct or behavior that is a hazard to safety or creates a nuisance.
- (o) To act in a cooperative manner with neighbors and Authority Staff. To refrain from and cause members of Tenant's household or Tenant's guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and Authority Staff.
- (p) To refrain from, and to cause household members and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or development.
- (q) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project development, buildings, facilities, or common areas caused by the Tenant, his household members or guest, in accordance with schedule of charges posted in the site manager's office.
- (r) Not to display or use firearms or allow members of the Tenant's household or guests to display or use any firearms, BB guns, pellet guns, sling shots, or other offensive weapons, including knives, as defined by the laws and courts of the State of New Jersey, in any manner that endangers life or property.
- (1) Tenant must keep firearms stored in the leased dwelling unit in a locked gun cabinet supplied by the Tenant and approved by the Authority.
  - (2) Tenant must provide the Authority with a copy of the applicable permit or registration as required by State or Federal Law for any weapons or firearms maintained on the premises. This permit and/or registration must be submitted to the Authority each year at time of re-certification.
  - (3) All firearms must be registered in the management office upon move-in and/or upon acquisition of the firearm.
- (s) To comply with all obligations imposed upon Tenants by applicable provisions of local building and housing codes materially affecting health and safety, such as prohibition against storing flammable liquids in the dwelling unit.
- (t) To maintain smoke detectors and to keep them operational at all times. Tenant is to take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
- (u) To avoid obstructing sidewalks, alleyways, galleries, passages, or stairs and not to use these for purposes other than entry to the premises or exit therefrom.
- (v) To refrain from hanging radio or television antenna on or from any part of the premises.
- (w) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the Authority.
- (x) To refrain from, and cause authorized members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any dog, cat, livestock, or pet (except small birds or fish) on the premises of a HACC family development, unless a verified physical handicap warrants the use of an animal to assist the handicap, and then only with the written acknowledgement of the Authority.

HOUSING AUTHORITY OF THE CITY OF CAMDEN  
RESIDENTIAL LEASE AGREEMENT

- (y) All vehicles owned by the tenant and that will be housed on the Authority property must be registered with the Authority within 10 days of receipt of vehicle. To remove from Authority property any vehicle without current license tags and valid inspection stickers. To refrain from parking inoperable vehicles in any right-of-way or fire lane so designated and marked by the Authority. To refrain from parking on lawns and making automobile repairs on development site. To refrain from parking within 6 feet of the trash dumpsters.  
Any inoperable or unlicensed vehicle as described above will be removed by the Authority at Tenant's expense if Tenant fails to voluntarily remove such vehicle(s) after having received written notice from the Authority.
- (z) To dispose of all ashes, garbage, rubbish, and other waste from the premises in a sanitary and safe manner and only in containers for the exclusive use of an individual Tenant family. To refrain from, and cause members of the Tenant's household or guest to refrain from, littering or throwing trash and debris in common areas or hallways.
- (aa) Tenant shall use reasonable care to keep dwelling unit in such condition as to ensure proper health and sanitation conditions for himself, his household and his neighbors. Tenant SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and/or on the grounds of the Development.
- (bb) Except for normal wear and tear, Tenant agrees to pay reasonable charges as posted in Development Offices for repair of damage to the leased premises or to the project caused by Tenant, his or her family, authorized household members or guests. Tenant agrees to pay reasonable charges as posted in the Development Office for maintenance services to areas assigned to Tenant.
- (cc) The Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in drug-related criminal activity, on or near public housing premises. Such criminal activity shall be cause for termination of tenancy.  
The term drug-related criminal activity means, the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance" (as defined in section 102 of the Controlled Substances Act.
- (dd) Tenant, member(s) of Tenant's household, guest or other person(s) under Tenant's control shall not engage in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the public housing premises by other tenants or employees of the HACC.
- (ee) To give prompt prior notice to the Authority, in accordance with Section VIII here of, of Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week.
- (ff) To use reasonable care to keep dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
1. Not to commit any fraud in connection with any Federal housing assistance program,

2. Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease. To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility services for such utilities.

#### IX. UNIT DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

In the event that the premises are damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants:

- (a) The Authority shall be responsible for immediately mitigating the hazardous condition and for starting the repair of the unit within twenty-four (24) hours. If the damage was caused by the Tenant, Tenant's household, or guest, the reasonable cost of the repairs shall be charged to the Tenant.
- (b) The Authority shall offer standard, alternative accommodations in circumstances where necessary repairs cannot be made within a reasonable period of time. This may include temporary or permanent assignment to another public housing dwelling unit or temporary lodging at a hotel/motel at the expense of the Authority.
- (c) Tenant shall accept any replacement unit offered by the Authority.
- (d) In the event repairs cannot be made by the Authority, as described above, and alternative accommodations are unavailable, then rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if the damage was caused by Tenant, Tenant's household, or guest. Tenant shall be advised of right to request a grievance hearing in such instances.
- (e) If the Authority determines that the premises are uninhabitable such that there is imminent danger to the life, health, and safety of the Tenant, and suitable alternative accommodations are refused by the Tenant, this Lease shall terminate and unearned rent will be refunded to the Tenant.
- (f) Damages which are Tenant-caused shall be billed to Tenant. The Authority shall specify upon such bill the items of damage involved, the repairs required, and the cost of such repairs. The Authority may also take appropriate legal action against Tenant to terminate tenancy where hazardous conditions were created due to Tenants' negligence, abuse or criminal activity.

**Tenant Responsibilities:** Tenant shall immediately notify the Project Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent. [Authorization 966.4 (h)(1)]  
Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the Authority, during the time in which the defect remains uncorrected.  
The preceding paragraphs shall be construed as maintenance provisions only and shall not in any manner make the Authority an insurer of the premises.

#### X. INSPECTIONS OF UNITS

- (a) **Pre-Occupancy Inspection:** The Authority and the Tenant will be obligated to inspect the dwelling unit prior to occupancy by the Tenant. The Authority will give the Tenant a written statement of the condition of the premises (interior and exterior, as applicable) and any equipment provided with the unit. The certification of the condition of the unit at move-in shall be signed by the Authority and Tenant and a copy of the certification retained in the Tenant's folder.



- (b) **Annual Inspections:** The Authority will conduct, at least once yearly, a complete inspection of tenant's dwelling unit. A written statement of the conditions found at the time of the inspection will be given to the Tenant and maintenance. A copy will be placed in the unit file maintained by the site manager's office. A minimum of two (2) days written notice will be given to the Tenant by the management office prior to the actual inspection of the unit. Any deficiencies that have been caused by the Tenants' damage or neglect will be charged to the Tenant. The Authority may re-inspect the unit to ensure repairs have been made.
- (c) **Termination Inspection:** The Authority will inspect the unit at the time Tenant vacates the unit and give the Tenant a written statement of the Charges, if any, for which Tenant is responsible. Tenant and/or his representative may join in such inspection unless the Tenant vacates without notice to the Authority.
- (d) **Housekeeping Inspections:** The Authority will schedule a Tenant for an annual housekeeping inspection. The Authority may also conduct more frequent than annual inspections if there is a determination of a pattern or history of poor housekeeping which materially affects health or safety or the long-term viability of the dwelling unit.

#### XI. AUTHORITY'S RIGHT TO ENTER THE TENANT'S UNIT

(a) **Tenant Rights and Responsibilities-**

1. Tenant agrees that the duly authorized agent, employee, or representative of the Authority will be permitted to enter Tenant's dwelling unit during reasonable hours (8:00 A.M. to 6:00 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, examining the condition of the unit, extermination or showing the unit for releasing.
2. If Tenant is not at home when the Authority comes to perform maintenance, Tenant's signed request for maintenance work shall constitute permission to enter the Tenant's unit. Without a work order signed by Tenant, no Authority representative will enter the unit to perform any maintenance other than emergency maintenance.
3. When Tenant calls to request maintenance on the unit, the Authority shall attempt to provide such maintenance at a time convenient to Tenant, if the Tenant is absent from the dwelling unit when the Authority comes to perform maintenance. Tenant's request for maintenance shall constitute permission to enter.

(b) **Authority Rights and Responsibilities-**

1. The Authority is permitted to enter a dwelling unit for non-emergency reasons during reasonable hours upon two (2) days advance written notice to Tenant for the purposes specified above.
2. The Authority may enter the Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
3. In the event that the Tenant and all adult members of his or her household are absent from the dwelling unit at the time of entry due to an emergency, the Authority shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry, and who to contact for more information.

## **XII. NOTICE PROCEDURES AND REQUIREMENTS**

The Authority shall notify Tenant of specific grounds for any proposed adverse action against the Tenant by the Authority. *Adverse actions* include but are not limited to: proposed lease termination, transfer of Tenant to another unit, imposition of charges for maintenance and repair, or for excess consumption of utilities. Any notice to Tenant which may be required shall be written, and shall be deemed sufficient if given by the following means:

- (a) By delivery in person to Tenant or to an adult residing in the leased unit and who is listed on the lease; or
- (b) By first class United States mail, properly addressed to Tenant at such premises.
- (c) Any eviction notices shall be sent to Tenant by both first class mail and certified mail *return-receipt requested*. Another notice may be hand delivered to the premises. Return Receipt for Registered or Certified Mail shall be sufficient evidence that notice was given, whether signed or unsigned.
- (d) Where the Authority has prior knowledge that the Tenant is visually impaired all notices of the Authority to Tenant will be prepared in an appropriate visually-accessible format or hand delivered and read to the Tenant and witnessed by a third party.

Any notice by the Tenant to the Authority must be in writing and:

- (a) Delivered in person to the Authority's Central Office or Management Office; or
- (b) Sent by first-class mail, properly addressed to Authority's Central Office or Management Office.

Tenant is obligated to give the Authority fourteen (14) days advance written notice of intent to vacate. Failure to do so may result in the forfeiture of the Tenant's deposit.

## **XIII. TERMINATION OF THE LEASE**

In terminating the Lease, the following procedures shall be followed by the Authority and the Tenant:

- (a) This Lease may be terminated by the Authority only for serious or repeated violation of material terms and conditions of the lease, such as failure to fulfill the Tenant Obligations set forth in Section IX above, or for other good cause as defined under State or local law. Such serious or repeated violation of material terms shall include, but not necessarily be limited to:
  - 1. The failure to pay rent or other charges when due.
  - 2. Repeated Late Payments, which shall be defined as three (3) late payments within any 12 month period. Late payment is defined to mean the failure to pay the amount of rent or other charges due after the stated due date on the Tenant billing.
  - 3. Failure to comply with the housekeeping standards established by the Authority in its adopted House Rules.
  - 4. Failure to maintain utilities which are to be Tenant-paid under the lease.
  - 5. Serious or repeated interference with the rights or obligations of staff or other Tenants.
  - 6. Misrepresentation of family income, assets, or composition which results in the family receiving benefit to which they would not otherwise be entitled.
  - 7. Failure to comply with family reporting requirements and to provide required verification/documentation.

HOUSING AUTHORITY OF THE CITY OF CAMDEN  
RESIDENTIAL LEASE AGREEMENT

8. Serious or repeated damage to the premises, creation of physical hazards in the unit, common areas, grounds, or parking areas of the development site.
9. Formal charges are brought against Tenant(s) by federal, state, or local law enforcement officials for any of the following crimes:
  - a. Murder
  - b. Rape
  - c. Child molestation
  - d. Arson
  - e. Discharging a firearm in or around the premises
  - f. Any drug-related criminal activity on or near the public housing premises.
  - g. Any other criminal activity committed in or around the premises which poses a threat to or endangers the health or safety of other Tenants or Authority employees.
10. Tenant being convicted of a felony by any court having jurisdiction if the felony was committed on or around the property of the Authority.
11. Alcohol abuse that the Authority determines interferes with the health, safety, or right peaceful enjoyment of the premises by other residents.
12. Drugs seized or confiscation of illegal weapons in a HACC unit by a law enforcement officer.
13. The Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control engaging in criminal activity, including drug-related criminal activity, on or near public housing premises. The term "drug-related criminal activity" means, the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).
14. Continued refusal to permit Authority Representative access to unit to conduct an inspection, exterminate and/or to make necessary repairs.
15. Failure to occupy the dwelling unit for any thirty (30) consecutive day period, while this Lease is in effect, without good cause, and without prior notice to the Authority.
16. The conduct of Tenant is such that there is a likelihood that Tenant's presence on the premises may lead to personal injury to self or others or endangers the health and safety of other Tenant or Authority employees.

*In deciding to evict for criminal activity, the Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the event of participation of family members, and the effects that the eviction would have on family members not involved in the proscribed activity. In appropriate cases, the Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will not continue to reside in the unit. The Authority may require a family member who has engaged in the illegal use of the drugs to present evidence of successful completion of a state/local certified drug treatment program as a condition to being allowed to reside in the unit. The Authority may require the Tenant to consent to reasonable lease modifications as an alternative to eviction.*

- (b) The Authority shall give written notice of the proposed termination of the Lease of:

1. **Non-Payment of Rent:** The Authority shall give the Tenant fourteen (14) days notice to pay or quit.
  2. **Serious threat to health or safety:** The Authority shall give Tenant a reasonable time considering the seriousness of the situation when the health or safety of other Tenants or Authority employees is threatened. However, in cases involving the creation of a threat to the health or safety of other Tenants or Authority employees, no minimum notice of termination period shall be required by this lease and the Authority may proceed as quickly as state/local law permits to terminate this Lease and recover possession of the premises.
  3. **Material Non-Compliance:** For all other lease violations Authority shall issue a written 30 day notice of intent to terminate.
- (c) When the Tenant is afforded the opportunity for a hearing under the Authority's grievance procedure, the notice to vacate, pursuant to New Jersey State Law, shall not be issued until the time period for the Tenant to request a hearing has expired, or if a hearing is requested, not until the grievance process has been completed and a written decision has been issued by the hearing officer or hearing panel. Any notice to vacate under state law may run concurrently with the Authority's notice for requirement under federal law.
- (d) Upon termination of this Lease by either the Tenant or by the Authority, Tenant shall be responsible for leaving the premises in a clean and sanitary condition, less normal wear and tear, before vacating the premises, and for returning the keys to the Authority when he/she vacates. If Tenant fails to leave the premises in a clean and sanitary condition, the Authority will complete such final cleaning. The Authority may deduct the reasonable cost of any such excessive cleaning from Tenant's security deposit.
- (e) The Authority shall notify the local post office serving the Tenant's premises that such individual or family is no longer a Tenant in the unit, when the Tenant has been evicted for engaging in criminal activity.
- (f) The Tenant is entitled to any notices required by the State of New Jersey Landlord Tenant Statutes. The Tenant will receive the benefit of the Federal or State notice whichever provides for the greatest length of time to cure the lease violation or to vacate the unit.
- (g) If the Authority elects to terminate this lease, it shall give Tenant a written Notice of Termination. The termination notice shall state the reason for termination of the Lease; shall inform Tenant of the right to make such reply as he/she may wish, and shall also inform Tenant of the right to request a hearing in accordance with the Authority's grievance procedure, specifying the period during which such request can be made.
- (h) The Authority may evict a Tenant from the unit either by bringing a court action; or as an alternative, the Authority may evict by bringing an administrative action if law of the jurisdiction permits eviction by administrative action, after a due process administrative hearing, and without a court determination of the rights and liabilities of the parties. In order to evict without bringing a court action, the Authority must afford the Tenant the opportunity for a pre-eviction hearing in accordance with the Authority's grievance procedure. [Authorization 966.4 (1)(4)(i)(ii)]
- (i) In deciding to evict for criminal activity, the Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the

proscribed activity and on the family's neighbors. In appropriate cases, the Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. The Authority may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. [Authorization 966.4 (1)(5)(ii)]

When the Authority evicts a tenant from a dwelling unit for criminal activity, the Authority shall notify the local post office serving the dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit [Authorization 966.4 (1)(5)(ii)]

Tenant may terminate this lease at any time by giving thirty (30) days written notice as described in Section XIII above. Such notice may be hand-delivered or sent by first class mail properly addressed to the: Housing Authority of the City of Camden, Occupancy Division, 519 Federal Street, Camden, NJ 08101 or to such other address as the Authority may designate from time to time.

#### XIV. CHANGES AND NEW RELEASES

THIS LEASE, together with Tenant's application for initial admission, any subsequent application(s) for continued occupancy, Tenant's statements of income and of family composition, notices of future rent adjustments and any riders to this lease shall constitute and evidence the entire agreement between the Authority and Tenant.

- (a) Modification of this Lease must be accompanied by written amendment to the Lease executed by both parties, except for matters involving rent determinations and posted policies, rules and regulations. The Authority reserves the right to change the Lease from time to time, at its option, subject to applicable law and/or regulation.
- (b) The Authority shall provide at least 30 days written notice to the Tenant setting forth any proposed changes in the Lease. Tenant shall have an opportunity to present written comments which, subject to the requirements of law, shall be taken into consideration by the Authority.
- (c) Tenant shall not be bound by a revised Lease or amendment to the Lease unless the Authority's offer is accepted by the Tenant. However, failure by Tenant to timely accept the Authority's offer shall be "good cause" for termination of the existing Lease.

#### XVI. GRIEVANCE PROCEDURE

- (a) Disputes which may arise under this Lease shall be resolved pursuant to the Grievance Procedure, if any, which is in effect at the time such grievances arise, and which procedure is incorporated herein by reference. Lease termination for any reason set forth in Section XIII (a)(12) shall not be grievable under the Authority's Grievance Procedure, pursuant to HUD's Due Process determination.
- (b) The following is a summary of the Grievance Procedure. Tenant is advised to consult the full text of the procedure, which shall be in the Management office at each development site. Failure of Tenant to exercise any right or remedy provided by the grievance procedure shall not affect the Tenant's right to seek judicial relief.

(bb) **Informal Settlement Phase**

If a Grievable Dispute arises:

1. Tenant submits request for an informal meeting to the Authority's Central Office or to the Manager of the development site where the Tenant's unit is located within ten (10) working days of dispute for an informal meeting in an effort to settle the dispute.
2. The Manager or other authorized Authority representative must set up an informal meeting in an effort to bring dispute to settlement within ten (10) working days of Tenant's oral or written request.
3. *Summary of Discussion* will be sent to Tenant within five (5) working days following the informal meeting.
4. The written summary shall include:
  - Names of participants, date(s) of meeting, nature of proposed resolution of dispute/complaint, reasons for decision, and the procedures for Tenant to follow to request a formal hearing, if not satisfied.

(bbb) **Formal Settlement Phase**

1. Within five (5) working days of the Tenant's written request for a formal grievance hearing the Authority and Tenant must select a Hearing Officer.
2. If Tenant and the Authority cannot agree on a Hearing Officer within five (5) working days then each party shall appoint one (1) member to a Hearing Panel and those two members shall select a third member within five (5) working days.
3. Hearing must be scheduled within eight (8) working days of the selection of the hearing officer/panel at a time convenient to both the Tenant, the Authority, and the Hearing Officer/Panel.
4. A written decision will be forwarded to both the Tenant and the Authority within ten (10) working days of the close of the grievance hearing.
5. If decision is unacceptable to the Tenant, he/she may pursue judicial relief as provided for by state or local law.
6. A Request for a formal hearing involving rent requires the Tenant to deposit an amount equal to rent due as of first of month preceding month in which act or failure to act took place.
7. Tenant's failure to make the required payments to the escrow account prior to the close of the hearing shall result in the termination of the tenant's right to a grievance for the dispute involving rent.

**XVI. WAIVER OF LEASE PROVISIONS**

No failure of the Authority to commence action to terminate this Lease upon learning of good cause for such termination shall preclude the Authority from later instituting such action for the same or other good cause. Further, no waiver of any condition or covenant of this Lease by the Authority shall be deemed to imply or constitute a further waiver of this or any other condition or covenant.

**VII. REVISIONS AND ADDENDA**

This Lease evidences the entire agreement between the Authority and Tenant, and any changes or modifications of the Lease may be accomplished only by a written rider to this Lease executed by both parties, or by a new Lease, except for changes or modifications as are otherwise affected as provided herein. All notices of Rent Adjustment will be incorporated into this Lease by reference. Schedules of special charges for services, repairs and utilities, and rules and regulations which are required to be incorporated in the Lease by reference shall be publicly posted in a conspicuous manner in the office at the development site and shall be furnished to applicants and Tenants upon request. Such schedules, rules and regulations may be modified from time to time by the Authority provided that the Authority will give at least thirty (30) days written notice to each affected Tenant setting forth the proposed modification(s), the reason therefore, and providing Tenant an opportunity to present written comments which shall be taken into consideration by the Authority prior to the proposed lease modifications becoming effective. A copy of such notice shall be:

- a. Delivered directly or mailed to each Tenant; or
- b. Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the Community office, if any, or if none, a similar central business location within the Community.

Tenant shall not be bound by a revised Lease or amendment to the Lease unless the Authority's offer is accepted by Tenant. However, failure by Tenant to timely accept the Authority's offer shall be "good cause" for termination of the Lease.

**XIX. SIGNATURE CLAUSE**

This Lease is executed on this

For The Housing Authority of the  
City of Camden:

By: \_\_\_\_\_  
Signature

Title: Property Manager

For the Tenant Family:

\_\_\_\_\_  
Tenant: Head of Household

\_\_\_\_\_  
Tenant: Co-Head of Household

\_\_\_\_\_  
Tenant: Adult Member of Household

\_\_\_\_\_  
Tenant: Adult Member of Household

\_\_\_\_\_  
Tenant: Adult Member of Household

\_\_\_\_\_  
Tenant: Adult Member of Household

(The term "Tenant" means any member of the household who is eighteen (18) years of age or older.)

**LEASE RIDERS**

**(A) MISREPRESENTATION NOTICE**

IN APPLYING FOR AND OBTAINING THIS LEASE, THE FOLLOWING FEDERAL LAW MAKES A CRIME TO CONCEAL FACTS OR TO MAKE STATEMENTS WHICH ARE KNOWN TO BE FALSE:

Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both. 18 U.S.C. Section 1001

**(B) LEASE AMENDMENT DUE TO CHANGES IN FAMILY COMPOSITION**

This lease is hereby modified to:

Add or Delete	Name Below	Tenant's Signature	HACC Rep.	Date

**(C) GENERAL CONDITIONS**

1. Under no circumstances shall a resident, his children, or guest destroy safety equipment, empty fire extinguishers or remove fire hoses from racks.
2. All garbage and trash shall be placed within trash dumpsters where provided. If dumpsters are not provided, residents are to place their trash at the trash pick-up point only on the night before the trash pick-up day. Trash pick up information may



HOUSING AUTHORITY OF THE CITY OF CAMDEN  
RESIDENTIAL LEASE AGREEMENT

be obtained from the Management Office. Parking within 6 feet of the dumpsters is prohibited.

3. Parents and or Guardians are expected to exercise control over the conduct and activities of their children so as to avoid abuse of public property or annoyance of the general public.
4. Pets are not permitted on the premises without the prior written approval of the manager.
5. Under no circumstances shall the resident, his family, friends or guest annoy the peace and quiet of other residents in the neighborhood. After 10:00 P.M. all loud and disturbing noises such as televisions, radios, and stereos and loud conversations should be lowered to a reasonable volume. Loud speakers shall not be placed in windows or hallways at any time.
6. Parking or driving in areas not so designated is prohibited and subject to being ticketed or towed by the Camden Police Department.
7. Motorbikes are not permitted on the development site.
8. Verbal and physical abuse of Authority personnel will not be tolerated.
9. Residents are responsible for keeping their lawns and other assigned areas neat and free from litter.
10. Boarders, lodgers or the sub-letting of your unit is prohibited.
11. No fuel-burning space heaters are allowed in the units.
12. The storage of fuel on the premises is prohibited.
13. Shooting of firearms in any way is prohibited (i.e. New Years Eve Celebrations).

(D) HOUSEKEEPING STANDARDS

In an effort to improve and maintain the habitability and condition of the dwelling units owned and managed by the Authority, uniform standards for Tenant housekeeping have been developed for all Tenant families.

1. Authority responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. The Authority will inspect each unit annually to determine compliance with these standards. Upon completion of an inspection the Authority will notify the Tenant in writing if he/she fails to comply with the standards. The Authority will advise the Tenant of the correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time, the Authority will schedule a second inspection. Training is mandatory in complying with the Housekeeping Standards.
2. Tenant Responsibility: Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards is a violation of the lease terms and can result in eviction.
3. Housekeeping Standards: Inside the Dwelling Unit(Interior):
  - (a) General-
    - Walls: should be clean, free of dirt, grease, holes, cobwebs, fingerprints, (only white paint should be used on walls), nails, paneling, screws, cork, mirror tiles, contact paper, wall paneling and wall paper.
    - Floors: should be clean and free of hazards.
    - Ceilings: should be clean and free of cobwebs. Only white paint should be used for ceilings.
    - Windows: should be clean and not nailed shut. Shades should be cleaned and properly stored.
    - Woodwork: should be clean, free of dust, gouges, or scratches.
    - Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
    - Heating units: should be dusted and access uncluttered.
    - Trash: shall be disposed of properly and not left in the unit.
    - Entire unit should be free of rodent or insect infestation.
    - Recycling shall occur pursuant to current or future provisions of local requirements.
  - (b) Kitchen-
    - Stove: should be clean and free of food and grease.
    - Refrigerator: should be clean. Freezer door should close properly and freezer have not more than one inch of ice.
    - Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Do not store heavy pots and pans under the sink.
    - Exhaust Fan: should be free of grease and dust.
    - Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
    - Food storage areas: should be neat and clean without spilled food.
    - Trash/garbage: should be stored in a covered container at the rear of each unit until removed to the disposal area. Tenants shall furnish their own trash

- cans with lids.
- (c) **Bathroom-**  
Toilet and tank: should be clean and odor free.  
Tub and shower: should be clean and free of excessive mildew and mold.  
Where applicable, shower curtains should be placed, and of adequate length.  
Lavatory: should be clean  
Heater Rooms: should not be used as a storage area for any items or property (drying clothes, toys etc.)  
Floor: should be clean and dry.

- (d) **Storage Areas-**  
Linen Closet: should be neat and clean.  
Other closets: should be neat and clean. No highly flammable materials should be stored in the unit.  
Other storage areas: should be clean, neat and free of hazards.

- (4) Housekeeping Standards: Outside the Dwelling Unit (Exterior)  
The following standards apply to family and scattered site developments only; some standards apply only when the area noted is for the exclusive use of the Tenant:
- (a) **Front and Rear Yards:** should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.  
(b) **Porches (front and rear):** should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit, this also applies to balconies. Exterior walls should be free of graffiti.  
(c) **Steps (front and rear):** should be clean and free of hazards.  
(d) **Sidewalks:** should be clean and free of hazards  
(e) **Storm Doors:** should be clean. Windows and screens should be cleaned and properly stored.  
(f) **Parking lot:** should be free of abandoned cars. There must be no car repairs in the lots.  
(g) **Hallways:** should be clean and free of hazards.  
(h) **Stairwells:** should be clean and uncluttered.  
(i) **Laundry areas:** should be free of debris, motor vehicle parts, and flammable materials.

(E) **"ADDITIONAL LITERATURE"**

If indicated by an (x) below, the Authority has provided the Tenant with the following pamphlet or information;

- |                            |                                  |
|----------------------------|----------------------------------|
| (X) Pet Policy             | (X) Standard Maintenance Charges |
| (X) Lead Paint Poisoning   | (X) Landlord/Tenant Registration |
| (X) Housekeeping Standards | (X) Truth in Renting             |

HOUSING AUTHORITY OF THE CITY OF CAMDEN  
RESIDENTIAL LEASE AGREEMENT

NOTE: Violation of any house rule which materially affects health or safety or which reduces the value of the property of the Housing Authority of Camden constitutes material non-compliance with the lease and can result in an eviction action.

\_\_\_\_\_  
Head of Household Date

(F) STATEMENT FOR RECEIPT OF INFORMATION

I/We have received a copy of the above information including "The Danger of Lead Poisoning to Homeowners" and "The Danger of Lead Poisoning to Renters". The above information has been thoroughly explained to me. I/We understand the possibility that lead based paint may exist in my unit.

By the signature(s) below I/we also acknowledgement that the provisions of Part II of this Lease Agreement have been thoroughly explained to me and I/we agree to be bound by its provisions and conditions as written. I/we further understand that the amounts reflected at II(c), "Other Charges" may periodically change and that all Tenants will be given at least 30 days advanced notice of such change.

Tenant: \_\_\_\_\_

Tenant: \_\_\_\_\_ DATE: \_\_\_\_\_

Tenant: \_\_\_\_\_

Tenant: \_\_\_\_\_ DATE: \_\_\_\_\_

HOUSING MANAGER: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

OFFICE ADDRESS: 200 MICKLE BLVD, CAMDEN, NJ 08105

HOURS: 8:30 AM - 4:30 PM MONDAY - FRIDAY

TELEPHONE NUMBER: (856) 968-6140, 6141, 6142

EMERGENCY TELEPHONE NUMBER  
(609) 966-0549  
Monday through Friday after 4:30 P.M.,

Weekends and Holidays

(G) LISTING OF CFR CITATIONS

Leasing and Grievance: Final Rules  
24 CFR 966.4

Overview of Lease and Grievance Regulation  
24 CFR 966.4  
HUD Handbook 7465.1, REV-2, Chapter 4

Tenant's Opportunity for Comment  
24 CFR 966.3

Identification of Party and Premises  
24 CFR 966.4 (a)

Payments Due under Lease  
24 CFR 966.4 (b)

Rent Determination  
24 CFR 966.4 (c)

Tenant's Right to Occupancy  
24 CFR 966.4 (d)

PHA'S Obligations  
24 CFR 966.4 (e)

Tenant's Obligations  
24 CFR 966.4 (f)

Tenant Maintenance  
24 CFR 966.4 (g)

Defects Hazardous to Life, Health or Safety  
24 CFR 966.4 (h)

Tenant-Caused Damage  
24 CFR 966.4 (h)

Preoccupancy and Pre-termination Inspections  
24 CFR 966.4 (i)

Entry of Premises During Tenancy  
24 CFR 966.4 (j)

Notice Procedures

24 CFR 966.4 (k)

Termination of Lease

24 CFR 966.4 (L-1)

Grounds for PHA Termination

24 CFR 966.4 (L-2)

Lease Termination Notice Requirements

24 CFR 966.4 (L-3)

Grievance Hearing Needed

24 CFR 966.4 (L-3)

Grievance Hearing Not Needed

24 CFR 966.4 (L-3c(v))

Eviction by Court Action

24 CFR 966.4 (L-4)

Eviction for Criminal Activity

24 CFR 966.4 (L-5(i))

Notice to Post Office of Eviction for Criminal Activity

24 CFR 966.4 (L-5(ii))

Right to Examine PHA Documents before Grievance Hearing or Trial

24 CFR 966.4 (M)

Grievance Procedures

24 CFR 966.4 (N)

Provisions for Modifications

24 CFR 966.4 (O)

Signature Clause

24 CFR 966.4 (P)

Accommodation of Person with Disabilities

24 CFR 966.7

Ceiling Rents: Purpose

HUD Notice PIH 92-8(PHA); Subject: Ceiling Rents in Public Housing, dated February 7, 1992

PHA Authority to Set Ceiling Rents

HUD Notice PIH 92-8(PHA); Subject: Ceiling Rents in Public Housing, dated February 7, 1992

Setting Ceiling Rents

HUD Notice PIH 92-8(PHA); Subject: Ceiling Rents in Public Housing, dated February 7, 1992

Ceiling Rent: Based on Dwelling Units

HUD Notice PIH 92-8(PHA); Subject: Ceiling Rents in Public Housing, dated February 7, 1992

Ceiling Rent: Time Limitation

HUD Notice PIH 92-8(PHA); Subject: Ceiling Rents in Public Housing, dated February 7, 1992

Requirements of ACC

Fair Housing Amendments Acts of 1988 (Amends Title VIII of Civil Rights Act of 1968)

Assignment of Units

Fair Housing Amendments Acts of 1988 (Amends Title VIII of Civil Rights Act of 1968)  
Handicap Nondiscrimination 504 Regulations, effective 7/11/88



**Attachment G4**

# **SMOKING POLICY**



## HOUSING AUTHORITY OF THE CITY OF CAMDEN NON-SMOKING/SMOKE-FREE POLICY

WHEREAS, the Housing Authority of the City of Camden's (hereinafter, "Housing Authority" or "HACC") seeks to mitigate the irritation and known health effects of secondhand smoke in and around Housing Authority buildings and grounds; and

WHEREAS, the Housing Authority mission, pursuant to the terms of its Residential Lease Agreement and state and federal law, is to provide safe, secure, and decent housing, including reducing the risk of residential fires and fire-related casualties in multi-unit housing resulting from careless smoking, where even one incident puts all residents at risk; and

WHEREAS, the Housing Authority seeks to reduce increased maintenance and cleaning costs resulting from smoking, as well as the higher cost of property insurance for coverage of non-smoke-free buildings and grounds;

WHEREAS, the United States Department of Housing and Urban Development ("HUD") has promulgated a proposed rule instituting smoke-free public housing [Docket No. FR 5597-P-02] which will require Public Housing Authorities ("PHAs") to establish a policy prohibiting lit tobacco products and other smoking-related products, described and defined herein; and

WHEREAS, HUD has determined that the advantages of smoke-free housing policies were sufficient to warrant action by HUD to promote the voluntary adoption of smoke-free policies by PHAs; and

WHEREAS, the Housing Authority has ascertained that its Non-Smoking/Smoke-Free Policy is consistent with current state and local laws;

NOW THEREFORE, pursuant to the powers vested in the Housing Authority's Board of Commissioners, and in accordance with N.J.S.A. 2C:18-3(b), the Housing Authority hereby adopts the following Non-Smoking/Smoke-Free Policy (hereinafter, "Policy") effective as of the date approved by the Housing Authority of the City of Camden Board of Commissioners:

1. **Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying or possessing any lighted cigarette, cigar, pipe or other tobacco product, as well as marijuana (whether medicinal or not) or any other similar lighted product in any manner or in any form, including, but not limited to e-cigarettes and/or water pipe tobacco smoking (also known as hookahs).
2. **Non-Smoking Areas.** Smoking is strictly prohibited in all residential dwelling units and common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevators, playground areas, entry ways, porches, grounds, balconies and patios. Residents and members of the residents' household shall not smoke anywhere in said Non-Smoking Area. The residents may not permit any guests or visitors under the control of the resident to smoke in said Non-Smoking Area.
4. **Designated Smoking Area:** The Housing Authority may, at its discretion, permit smoking only in specified open-air areas that are at least 25 feet away from a Housing Authority building and identified with clear signage as a "Designated Smoking Area."
5. **Residents to Promote Non-Smoking Policy and to Alert the Housing Authority of Violations.** Residents shall inform residents' guests or visitors of the non-smoking policy. Residents are also

encouraged to promptly submit to the Housing Authority a written statement of any incident where smoke is migrating into the resident's unit from sources outside of the resident's unit.

6. **Resident Financial Responsibility.** The Housing Authority will hold residents financially responsible for the mitigation of any damages caused by smoking in the resident's unit or caused by smoking in Non-Smoking Areas on the Housing Authority's premises. Costs incurred may include but are not limited to cleaning, sealing, painting, deodorizing, duct cleaning, replacement of fixtures and various surface materials, and if applicable, the Housing Authority's property insurance deductible.
7. **The Housing Authority to Promote Non-Smoking Policy.** The Housing Authority shall post no-smoking signs at entrances and exits, in common areas, and in conspicuous locations adjoining the grounds of the Non-Smoking Area.
8. **The Housing Authority is Not a Guarantor of Smoke-Free Environment.** The Housing Authority's adoption of a non-smoking living environment does not make the Housing Authority the guarantor of the residents, members of the residents' households or their guests/visitors health or of the non-smoking condition of the resident's unit and the common areas. However, the Housing Authority shall take reasonable steps to enforce the non-smoking terms in the Residential Lease Agreement or related Addendum (collectively, the "Lease"), and to make the Non-Smoking Area as smoke-free as is reasonably possible. The Housing Authority is not required to take steps in response to smoking unless the Housing Authority is aware of said smoking or has been given written notice of said smoking.
9. **Effect of Breach and Right to Terminate Lease.** A breach of this Policy as stated in the Lease shall give each party all the rights contained herein, as well as the rights contained in the Lease. A material or continuing breach of this Policy shall be a material breach of the Lease and grounds for termination of the Lease by the Housing Authority.
10. **Disclaimer by the Housing Authority.** The Housing Authority's adoption of a non-smoking living environment does not in any way change the standard of care that the Housing Authority would have to a resident's household to render buildings and premises or grounds designated as non-smoking any safer, more habitable, or improved in terms of air quality standards than any other rental property. The Housing Authority specifically disclaims any implied or express warranties that the building, common areas, grounds or resident's dwelling unit will have any higher or improved air quality standards than any other rental property. The Housing Authority cannot and does not warrant or assert that the dwelling unit, common areas or grounds will be free from secondhand smoke. The Housing Authority's ability to police, monitor or enforce the Policy and related Lease provisions is dependent in significant part on voluntary compliance by the residents and residents' household members and/or guests. The Housing Authority does not assume any higher duty of care to residents or residents' household members and/or guests who may have respiratory ailments, allergies, or any other physical or mental condition relating to smoke.

**Attachment G5**

# **FIRE POLICY**

THE HOUSING AUTHORITY OF THE CITY OF CAMDEN

*"Because We Care"*

**DEPARTMENT:** Asset Management

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**POLICY:** Fire

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**PURPOSE:** This Fire Policy shall apply to all Housing Authority of the City of Camden (HACC) owned and/or privately managed housing developments.

HACC shall take all possible steps to prevent injury and property loss from fire, to include, regular unit inspections to identify any health and safety matters, annual testing of unit smoke alarms and carbon monoxide detectors, as well as, resident education and lease enforcement.

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**RESPONSIBILITY:** The Asset Management Department with the assistance of the Director of Security & Risk Management shall have the responsibility of implementing and enforcing the Fire Policy.

**PROCEDURE:**

**A. NOTIFICATION**

When a Fire occurs the City of Camden Fire Department shall be called by HACC.

Site Management will notify the Director of Asset Management and the Director of Security & Risk Management or their designees.

Site Management Staff shall within 24 hours of the fire (i) complete the required Incident Report which will be submitted to the Director of Security and Risk Management or their designees and (ii) notify the HACC Executive Office of the occurrence of the fire.

Site Management staff shall obtain as quickly possible an official report from the City of Camden Fire Department.

Site Management staff shall notify site Maintenance Staff, (once given approval from the City of Camden Fire Department) to secure the unit.

If the fire results in loss of life or extensive property damage, the Director of Asset Management and/or the Director of Security & Risk Management or their designees will notify the HACC Executive Office immediately.



## **B. LEASE ENFORCEMENT**

HACC staff, while at the location of the fire, shall seek to obtain a verbal or "on the spot" report for the cause of the fire from the Fire Marshal.

1. If the cause of the fire has been determined not to be tenant-caused, then HACC will immediately seek to re-house the family; provided that, the unit has been deemed unsafe or uninhabitable. If the unit is unsafe or uninhabitable, HACC will offer the family a unit, similar to the unit they were residing in. The offer may also include a unit at a different housing development. If the resident refuses the unit offer, HACC will follow the procedure outlined in Chapter 12 of the ACOP relating to the HACC transfer policy.
2. If the cause has been determined to be tenant-caused, HACC will not immediately re-house the family. HACC will attempt, if possible, to find alternative housing, for the family (i.e. Red Cross or with a relative). HACC will issue a Notice to Quit – Terminating Lease, outlining in detail the reason(s) for termination of the tenant lease. The family may file a grievance in accordance with Chapter 14 of the ACOP entitled "Grievance and Appeal".
3. If the lease is not terminated, the Director of Asset Management and Property Manager, with the assistance of the Legal Department, shall convene a conference with the family to discuss the incident. The family must agree to re-pay the insurance deductible and, unless paid, will be issued a Notice to Cease. A memorandum shall be placed in the resident's file describing the review process and the mitigating circumstances which led to the decision not to terminate the resident's lease. Repayment will be in accordance with Chapter 16 Program Administration Part III. Family Debts to the PHA, III.B Repayment Policy.

## **C. REQUEST FOR HEARING**

1. At any time the resident disputes HACC's action or failure to act in accordance with the resident's signed lease or this policy, the resident shall provide a written request to the Property Manager to have a hearing; provided that, the request is made within the required timeframe. Please refer to Chapter 14 entitled "Grievances and Appeal" of the ACOP. If no request is made or if the request is not made within a reasonable time (10 business days) as defined in Chapter 14 Grievances and Appeal of the ACOP, the resident shall be deemed to have waived their right to an informal hearing.

**Attachment G6**

# **ONE STRIKE**



# HOUSING AUTHORITY OF THE CITY OF CAMDEN

## "ONE STRIKE AND YOU'RE OUT" POLICY

### 1. Purpose

It is the policy of the Housing Authority of the City of Camden (HACC) that all public housing low rent conventional and Section 8 assisted residents and families shall enjoy decent, safe and sanitary living conditions.

### 2. Authority

Drug related criminal activity, any other criminal activity, and drug and alcohol abuse in our community increases resident fear and decreases unit marketability. Therefore, HACC will not tolerate such behavior from its applicants or residents.

### 3. Definitions

Drug related criminal activity is the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance, or have it possession of one's person or in their dwelling unit and drug related paraphernalia.

### 4. Procedures for Applicants

The Authority shall screen out and deny admission to any applicant who:

- A. Has a recent history of criminal activity involving crimes to persons or property and/or criminal acts that affect the health, safety, or right to peaceful enjoyment of the premises by other residents;
- B. Was evicted from any assisted housing program within three years of the date of application because of drugs; related criminal activity;
- C. The Authority has determined the individual to be illegally using a controlled substance;
- D. The Authority has determined the individual to be abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- E. The Authority has determined that there is reasonable cause to believe that the applicants pattern of illegal use of a controlled substance or pattern of abuse may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents;

F. Anyone convicted of manufacturing methamphetamine will automatically be denied admission to Public Housing or Section 8 as requested by the Quality Housing Work Responsibility Act (QHWRA);

G. The Authority may waive policies prohibiting admissions in these circumstances if the applicant demonstrates to the Housing Authority's satisfaction that the applicant is no longer engaging in illegal use of a controlled substance or abuse of alcohol and;

- i. The applicant can present credible, verifiable evidence of successful completion of a treatment program and evidence of remaining drug-free at least 2 years following the program or;
- ii. The applicant can present credible, verifiable evidence of having otherwise been rehabilitated successfully and evidence of remaining drug-free at least 2 years following the rehabilitation.

#### 5. Procedures for Residents

The Authority shall terminate the tenancy of any resident family whose members (including) foster children and/or live-in aides), guests, or other invitees who:

- A. The Authority has determined is illegally using a controlled substance;
- B. The Authority has determined that the resident's abuse of alcohol, interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- C. The Authority has determined to be engaging in drug-related criminal activity on or off the premises;
- D. Possession of drug paraphernalia;
- E. Criminal activity involving crimes to persons or property and/or criminal acts that affect the health, safety or right to peaceful enjoyment of the premises by other residents;
- F. Engages in activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
- G. Anyone convicted of manufacturing methamphetamine will automatically be denied admission or continued occupancy to Public Housing or Section 8 as required by the Quality Housing Work Responsibility Act (QHWRA).



H. Further, the Housing Authority will issue a defiant trespass notice to such evicted persons or families restricting them from entering into any Camden Housing Authority property or unit under lease in Section 8 for any reason. Persons violating said notice may be subject to arrest as disorderly person and face penalties up to six months in jail and \$1,000.00 in fines; or as amended.

6. Procedures for Housing Authority

A. The Authority shall track crime related problems at its developments and at units under lease under the Section 8 Program and report any incidence of crime to the local police authorities to improve law enforcement and crime prevention

- i. The Housing Authority will forward to the local police authorities any resident complaints received concerning crime related problems; and
- ii. The Housing Authority will review the police reports and newspaper articles concerning crime related problems with our residents and bring the problems to the attention of the proper local police personnel.

B. The Housing Authority shall document that it is meeting its goals under the implementation plan for any drug prevention or crime reduction program funded by the U.S. Department of Housing and Urban Development or other funding source and being administered by the Housing Authority.

I have read and understand the "One Strike You're Out" Policy. I further understand that this policy applies to all applicants and residents of the Housing Authority of the City of Camden and supersedes any related provisions in all admission, administrative and continued occupancy agreements.

Applicant/Resident Signature \_\_\_\_\_

Date \_\_\_\_\_

**Attachment G7**

# **COMMUNITY ROOM**

## Housing Authority of the City of Camden (HACC)

### Community Room Policy

The Housing Authority of the City of Camden Community Rooms are available for use by all individuals and groups authorized by respective Resident Council Boards and the HACC. This Policy states the established rules and guidelines to assure enjoyment of these facilities. Individuals or groups using HACC Community Rooms are required to comply with the rules and guidelines governing the same. Failure to comply could result in the individual's or group's future use of HACC Community Rooms being denied.

#### Utilization of Community Rooms

Residents have access to the Community Rooms during regular HACC business hours unless activities, events or programs have been previously scheduled. A monthly events/activities schedule will be posted in the Site Management's Office and in the Resident Council Board's Office.

The Property Manager and/or Resident Council Board designees will ensure that events or programs are scheduled accordingly.

Residents in good standing (tenants whose rents are current and have no pending lease violations) may rent a Community Room for the following permitted activities: meetings, parties, receptions, and other social and cultural activities. Certain other uses may be allowed provided prior written approval has been obtained from the Resident Council Board and/or HACC Administration. The Community Rooms are generally available to rent for a maximum of four (4) hours per event Saturdays and Sundays between the hours of 10:00 a.m. and 8:00 p.m. All events must end no later than 8:00 p.m. (including time for clean-up). Scheduled time for setting up the event is no more than one (1) hour before the event. The Property Manager's or Resident Council Board's designee will coordinate with the Resident renting the Community Room the times for walk through prior to event set-up and after event clean-up.

A request to rent and use the Community Room should be submitted at least four (4) weeks prior to the event. Any event request submitted less than four (4) weeks prior to the event may be accepted depending on the availability of the requested Community Room. The *Request for Use of Community Room and Event Contract* ("Request Form") is available in the Management Office and/or the Resident Council Board Office.

#### Description of Facilities

The HACC Community Rooms are located at the various housing development sites, and are of various size and amenities. Such amenities may include a kitchen or kitchenette which may have a stove/oven, microwave, and/or refrigerator. Use of the appliances are included in the rental fee. NO cooking, including frying, of any type of food is permitted in the Community Room's kitchen or kitchenette. The stove/oven may only be used to warm food and must be turned off and cleaned after use. All food or drinks must be removed from the refrigerator at the conclusion of the event or it will be discarded. The rental party may not use any pots, pans, dishware,

glassware, utensils, etc. that may be in the kitchen or kitchenette. The Community Room, including its furnishings, must be left in the condition received. There will be a walk through prior to event set-up and after clean-up.

### Rental Fees

The current rental fee and security deposit for a maximum of four (4) hours are posted in the Management Office and the Resident Council Board's Office. A deposit is required when submitting the Request Form and must be paid by money order or cashier's check only. The rental fee, also paid by money order or cashier's check only, must be paid at least seven (7) days before the event; and may be hand delivered to the Management Office or Resident Council Board's Office Monday through Friday, 8:30 a.m. to 4:30 p.m. Personal checks or cash will not be accepted. The deposit will be returned within five (5) business days after the event, minus any charges for any damage or clean-up costs, or use of the room beyond the agreed end time.

### Community Room Rules

1. The Resident renting the Community Room is responsible for the conduct of all guests, participants, visitors or other persons; and/or for any damages they may cause to the Community Room and/or HACC property.
2. The Resident renting the Community Room **MUST** remain in the Community Room during the **ENTIRE** event.
3. Children utilizing Community Rooms **MUST** be supervised by responsible adults at **ALL TIMES AND MUST NEVER BE LEFT UNATTENDED** whether inside or outside of the Community Room or HACC's adjoining facilities.
4. Absolutely **NO** alcoholic beverages, drugs, smoking or weapons are permitted in the Community Rooms or HACC's adjoining facilities.
5. The Resident renting the Community Room must keep music and noise to a minimum so as not to disturb the peaceful accommodation of other residents.
6. The Resident renting the Community Room is responsible for cleaning up the Community Room after the event, including removing of all trash, balloons, decorations, etc. from the Community Room and adjacent facilities, including the outside parking lot and lobby area. The Resident will be charged a fee if HACC Staff or designee is required to clean the Community Room.
7. Balloons must be secured with paper weights. **NO FLOATING BALLOONS PERMITTED.**
8. The Resident renting the Community Room will be responsible for any furnishings, equipment and/or materials missing from the Community Room, and the Camden County-Metro Police Department will be notified.



9. The event participants must use the front door entrance only. The side or rear door in the Community Room should not be open at any time.
10. Failure to comply with these Community Room Rules will result in the Resident being refused future use of HACC's Community Rooms.

### Agreement

The Request Form contains the following provisions:

In consideration for the Housing Authority of the City of Camden (HACC) allowing the use of its Community Room, the Resident renting the Community Room agrees to indemnify and hold HACC and its officers, agents and employees harmless for any and all liability claims, costs and attorney fees arising out of the use of the Community Room as stated herein. This means that HACC is indemnified from any losses or damages resulting from the acts or omissions of any guest, participant, visitor or other person attending the event as stated herein.

If any charges for damages and/or cleanup are required and the charges exceed the amount of the security deposit, the balance due will be charged to the tenant account of the Resident who is renting the Community Room.

HACC or its designated representative reserves the right to cancel or interrupt the event if the representations and/or agreements set forth herein are not adhered to, or if HACC or its designated representative determines that a situation or situations that might lead to personal injury or death, property damage or loss, or violation of federal, state and/or local laws exist, without recourse.

### REVIEW INSURANCE LANGUAGE AND PROVISION OF SECURITY WITH GARY

A. Some events may require proof of insurance and be subject to a noise ordinance. An application for the utilization of a Community Room must be in writing and submitted to the center designee no less than thirty (30) days prior to the requested event. Upon submission of the request, the Facility Manager or his/her designee will approve or deny the request within two (2) days of the submission. Such activities will be covered by HACC group insurance after permission is given; provided that there are no alcoholic beverages, drugs or any illegal activities conducted during use of the premises.

B. The Resident Council Board will be responsible for securing the building, and providing a security guard for each event such as wedding parties, teen parties, dances or other similar events. A security guard is not needed for activities such as meetings, conferences, or workshops, and attendance of a security guard will be at the discretion of the site manager or designee.

WILL THE RESIDENT REQUESTER HAVE TO PAY AN ADDITIONAL FEE FOR A SECURITY GUARD?

**HOUSING AUTHORITY OF THE CITY OF CAMDEN**  
**COMMUNITY CENTER EVENT RENTAL/USE AGREEMENT**

HACC COMMUNITY CENTER:

Organization: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone(s): \_\_\_\_\_  
Contact Person: \_\_\_\_\_

Description of Event: \_\_\_\_\_  
Booking Fee: \_\_\_\_\_ Deposit: \_\_\_\_\_

**HACC STAFF OPENING & CLOSING:**

Room Rental Date \_\_\_\_\_ Hall Rental Hours Requesting: \_\_\_\_\_  
Opening Time: \_\_\_\_\_ Closing Time: \_\_\_\_\_  
Booking Fee: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Check No. \_\_\_\_\_

Final Payment: Due Date: \_\_\_\_\_  
Check No. \_\_\_\_\_

Rental Insurance Verification: (Y / N)  
Company Name & Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Policy # \_\_\_\_\_

PLEASE MAKE CHECKS PAYABLE TO (HACC)  
*Please put the name of the Community Center Site in the MEMO area.*

Signed (Renter): \_\_\_\_\_ DATE: \_\_\_\_\_  
HACC Representative: \_\_\_\_\_ DATE: \_\_\_\_\_

**\*\*\* THERE ARE ABSOLUTELY NO**  
**ALCHOLIC BEVERAGES**  
**PERMITTED IN, OR ON THE GROUNDS OF ANY HACC COMMUNITY CENTER**  
**AT ANY TIME, \*\*\***



# HOUSING AUTHORITY OF THE CITY OF CAMDEN

2021 WATSON STREET, CAMDEN, NEW JERSEY 08105  
TELEPHONE: (856) 968-2700 FAX: (856) 968-2754

Victor D. Figueroa  
Executive Director

Deborah Person-Polk  
Board of Commissioners  
Chairperson

## HACC COMMUNITY CENTERS RENTAL AGREEMENT POLICY

Patricia Gibson  
Vice-Chairperson

Maria Correa  
Commissioner

### HACC Board of Commissioners / Resident Association's, and Resident Management Corporation Rental Policy Agreement.

*This document is to serve as an agreement on the terms and conditions of the rental of ALL, HACC Community Centers, between the HACC Board of Commissioners, the Resident Associations, and Resident Management Corporation.*

Deborah Keys  
Commissioner

March 1, 2017

Delores Showell  
Commissioner

#### ❖ Booking Fees;

- Regular Rental Amount: \$300.00
- Re-pass Rental Amount: \$150.00
- Booking Deposit: \$150.00 (non-refundable)

Vacant  
Commissioner

#### ❖ Shared Payments for Community Center Rentals:

- Resident Associations Amount to be Paid Per Rental: \$150.00
- HACC Amount to be Paid Per Rental: \$150.00

Effective Beginning  
Date

April 1, 2017

#### ❖ Rental Insurance

*Each rental event must provide their own liability insurance. Each contract is to have the following insurance verification attached:*

- Insurance Company Name
- Address:
- Phone Number:
- Contact Person:
- Policy Number:
- Policy Amount:

---

❖ Rental Payment Information;

➤ All Checks are to be made payable to;

- HACC Resident Assoc. Rental Account
- The Name of the Community Center Site is to be placed in the MEMO area.

❖ Contracts;

- Must be signed and dated by a representative from;
- Signed (Renter): \_\_\_\_\_ DATE: \_\_\_\_\_
- HACC Representative: \_\_\_\_\_ DATE: \_\_\_\_\_
- Each HACC Rental Contract must be signed at the end of page 4, the final page. attachment sheet by the renter. Page 4 must be attached to both the renter's copy, and the copy retained by HACC.

---

**\*\*\* THERE ARE ABSOLUTELY NO  
ALCHOLIC BEVERAGES  
PERMITTED IN, OR ON THE GROUNDS OF ANY HACC COMMUNITY CENTER  
AT ANY TIME.\*\*\***



## ATTACHMENT A

### HACC COMMUNITY CENTER RENTAL/USE AGREEMENT

Community Center Rental Agreement is non-transferable and is only valid for the rooms, times and event(s) specified in the rental contract. Renter/User agrees to comply with all guidelines and policies as set forth in the agreement. If there are any changes to this agreement, HACC reserves the right to VOID the agreement.

#### RENTAL RATES/PAYMENT/OTHER FEES

1. *Booking fee: rentals require a non-refundable* booking fee of \$150, paid in advance. This booking fee applies to all renters/users of the Center or exterior use of the HACC Community Center grounds. This one - time fee will be paid by all renters/users.
2. The rental payment is due in full 14 days before the scheduled event date or at the time of the reservation, whichever come last. Checks are made payable to as stated previously.  
\*\*\* On-going renters/users must pay their rent on the first day of each month.
3. Rental hours: Earliest Opening: 11:00am / Latest Closing: 7:00pm (All setup and breakdown MUST be within these hours.
4. Cancellation of Agreement: The Center reserves the right to discontinue any rental contract if the activity proves disruptive to neighbors or concurrent users. The agreement can also be cancelled if the renter/user does not adhere to the terms of the contract.

#### LIABILITY/LICENSES/ADVERTISING/TICKET SALES

1. If the:
  - a. Center is destroyed or damaged by fire, extreme weather event or any other situation out of the center's control, this agreement will be null and void.
  - b. Renter/user will receive a full refund. However, the Center will not be responsible of any incidental or consequential losses resulting from the cancellation of this agreement.
  - c. Each renter/user is required to use the building & grounds responsibly and adhere to fire, safety and health codes, including maximum occupancy regulations.
  - d. HACC COMMUNITY CENTERS assumes no liability for loss, theft, property damage or personal injury related to the use of property by renter/user.
  - e. Renter/user will be held responsible for payment of any and all damages to the building, furnishings, fixtures or equipment, whether caused by the renter/user or any members of the rental party.

#### POLICIES/CODE OF CONDUCT/MULTI-USE

1. Children: Children must remain supervised at all time and in the rented rooms throughout the event.
2. Storage: No furniture or equipment other than what was disclosed in the rental contract is to be moved into the Center without prior approval from the Center. These items must be properly removed after use. The Center may consider request of exceptions or special circumstances. No

furniture from the inside of the building can be moved outside without prior approval from the Center:

3. Event Plan: The renter/user is required to furnish in writing at the time of the reservation any information pertinent to the event to Center to determine space arrangements, special services, and equipment necessary to the staging and proper management of the event.
4. Set-up: The set-up of chairs, table, etc. is the responsibility of the renter/user with the help of the Center. Doors and hallways may not be blocked at any time. If the Center asks that something be moved, renter/user must comply with the request.
5. Noise: Please do not leave doors open during the events. (The sound can easily carry to neighbors.)
6. Food: The Center does not have a kitchen area for cooking food. Only to heat up food dishes that are ready for serving, or prepared food. Food may be served with agreement from the Center at the time of the reservation. Food may be served outside, if the center has a designated area on the grounds. The renter will be responsible for clean up after an event that has served food.

The Center will permit access upon execution of a contract with full and specific disclosures and payment of rental fees as specified in rental agreement.

I agree to the above terms for renting/using the HACC Community Center. I understand that if these terms are not followed, the Center reserves the right to refuse rental/use to me and/or my organization in the future and can cancel the current rental agreement with no refund.

Renter/User Signature \_\_\_\_\_

Date \_\_\_\_\_

Attachment H

**VAWA**  
**VIOLENCE**  
**AGAINST WOMEN**  
**ACT**

# Housing Authority of the City of Camden

Attachment nj010h01

## 6.0(13) Violence Against Women Act (VAWA)

The Housing Authority of the City of Camden has Violence Against Woman Act (VAWA) Policy as outline the Public Housing Program – Admissions and Continued Occupancy Policy (ACOP) and the Housing Choice Voucher Program – Administrative Plan. Assistance will be provided as per both policies.

### PART IV: VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

#### 2-IV-A. Purpose and Applicability

The purpose of this policy (herein called "Policy") is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 and more generally to set forth the Housing Authority of the City of Camden's (HACC) policy and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by the HACC of all federally subsidized public housing and Housing Choice Voucher programs under the United States Housing Act of 1937. Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

#### 2-IV.B. Goals and Objectives

This Policy has the following principal goals and objectives:

Maintaining compliance with all applicable legal requirements imposed by VAWA; Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by the HACC; providing and maintaining housing opportunities for victims of domestic violence, dating violence, or stalking;

Creating and maintaining collaborative arrangements between the HACC, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by the HACC; and

Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by the HACC.

#### 2-IV.C. Other HACC Policies and Procedures

This Policy shall be referenced in and attached to the HACC's Five-Year Agency Plan and shall be incorporated in and made a part of the HACC's Admissions and Continued Occupancy Policy (ACOP) and Administrative Plan. The HACC's annual Agency Plan shall also contain information concerning the HACC's activities, services or programs relating to domestic violence, dating violence, and stalking.

To the extent any provision of the policy shall vary or contradict any previously adopted policy or procedure of the HACC, the provisions of this Policy shall prevail.



## 2-IV.D. Definitions

As used in this Policy:

**Domestic Violence** – The term “domestic violence” includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person who is 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.

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

- The length of the relationship the type of relationship
- The frequency of interaction between the persons involved in the relationship
- Stalking – means –to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and

(ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and 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 – that person; a member of the immediate family of that person; or the spouse or intimate partner of that person.

**Immediate Family Member** – means, with respect to a person –

A spouse, parent, brother, sister, or child of that person, any other person living in the household of that person and related to that person by blood or marriage;

**Perpetrator** – means person who commits an act of domestic violence, dating violence or stalking against a victim.

## 2-IV.E. Admissions and Screening

**Non-Denial of Assistance** – The HACC will not deny admission to public housing to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission as long as all policy requirements are met by the family/household

## 2-IV.F. Termination of Tenancy or Assistance

VAWA Protections – Under VAWA, public housing residents have the following specific protections, which will be observed by the HACC:

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

In addition to the foregoing, tenancy will not be terminated by the HACC as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant's control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

Nothing contained in this paragraph shall limit any other wise available authority of the HACC manager to terminate tenancy, or evict as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant's household. However, in taking any such actions neither the HACC nor manager may apply a more demanding standard to the victim of domestic violence, dating violence or stalking than that applied to other tenants.

Nothing contained in this paragraph shall be construed to limit the authority of the HACC or manager to evict or terminate from assistance any tenant or lawful applicant if the manager, or the HACC, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

Removal of Perpetrator – Further, notwithstanding anything in previous paragraphs or federal, State or local law to the contrary, the HACC or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence may be taken without evicting or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by the HACC. Leases used for all public housing operated by the HACC and administered by the HACC, shall contain provisions setting forth the substance of this paragraph.

## 2-IV.F. Verification of Domestic Violence, Dating Violence or Stalking

Requirement for Verification - The law allows, but does not require, the HACC, owner, or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupants is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII.C, the HACC shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the HACC.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

HUD-approved form -- by providing to the HACC on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence, or stalking that the incident or incidents in question are bona fide incidents or actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.

Other documentation -- by providing to the HACC or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

Police or court record -- by providing to the HACC or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

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Time allowed to provide verification/failure to provide – An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by the HACC, or manager to provide verification, must provide such verification within 14 days (i.e. 14 calendar day) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

Waiver of verification requirement – The Executive Director of the HACC, or a Housing Choice Voucher program owner or manager, may, with respect to any specific case, waive the above stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted at the sole discretion of the Executive Director, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

#### 2-IV.G. Confidentiality

Right of confidentiality – All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to the HACC or manager in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity except where disclosure is (1) requested or consented to by the individual in writing, or (2) required for use in a public housing eviction proceeding or in connection with termination of assistance from the Housing Choice Voucher program, as permitted in VAWA, or (3) otherwise required by applicable law.

Notification of rights – All tenants of public housing administered by the HACC shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

#### 2-IV.H. Transfer to New Residence

Application for transfer – In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, the HACC will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence, dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

Action on applications – The HACC will act upon such an application promptly within 7 business days.

No right to transfer – The HACC will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. In IX.B. below the decision to grant or refuse to grant a transfer shall lie within the sole discretion of the HACC, and this policy does not create any right on the part of any applicant to be granted a transfer. Family rent obligations – If a family occupying HACC public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease



term unless released by the HACC. In cases where the HACC determines that the family's decision to move was reasonable under the circumstances, the HACC may wholly or partially waive rent payments and rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.

NOTE: Took out references to Housing Choice Voucher.

#### 2-IV.I. Court Orders/Family Break-up

Court orders – It is the HACC's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by the HACC and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

Family break-up – Other HACC policies regarding family break-up are contained in this document (ACOP)

#### 2-IV.J. Relationship with Service Providers

It is the policy of the HACC to cooperate with organizations and entities, both private and governmental that provides shelter and/or services to victims of domestic violence. If the HACC staff becomes aware that an individual assisted by the HACC is a victim of domestic violence, dating violence or stalking, the HACC will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring the HACC either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. The HACC's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which the HACC has referral or other cooperative relationships.

#### 2-IV.K. Notifications

The HACC shall provide written notification to applicants, and tenants concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

#### 2-IV.L. Relationship with Other Applicable Laws

Neither VAWA nor the Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

EXHIBIT 2-1: DEFINITION OF A PERSON WITH A DISABILITY UNDER  
FEDERAL CIVIL RIGHTS LAWS [24 CFR Parts 8.3 and 100.201]

A person with a disability, as defined under federal civil rights laws, is any person who:

Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or

Has a record of such impairment, or

Is regarded as having such impairment

The phrase "physical or mental impairment" includes:

- Any physiological disorder or condition, cosmetic or 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
- Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to: such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

"Major life activities" includes, but is not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working.

"Has a record of such 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.

"Is regarded as having an impairment" is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity (such as the PHA) as constituting such a limitation; has none of the impairments defined in this section but is treated by a public entity as having such an impairment; or has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.

The definition of a person with disabilities does not include:

Current illegal drug users

People whose alcohol use interferes with the rights of others

Persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the public housing program

The above definition of disability determines whether an applicant or participant is entitled to any of the protections of federal disability civil rights laws. Thus, a person who does not meet this definition of

disability is not entitled to a reasonable accommodation under federal civil rights and fair housing laws and regulations.

The HUD definition of a person with a disability is much narrower than the civil rights definition of disability. The HUD definition of a person with a disability is used for purposes of receiving the disabled family preference, the \$400 elderly/disabled household deduction, the allowance for medical expenses, or the allowance for disability assistance expenses.

The definition of a person with a disability for purposes of granting a reasonable accommodation request is much broader than the HUD definition of disability. Many people will not qualify as a disabled person under the public housing program, yet an accommodation is needed to provide equal opportunity.

DRAFT



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

Special Attention of:  
Regional and Field Office Directors  
of Public Housing and Housing Choice  
Vouchers; Public Housing Agencies;  
Owners

Notice PIH-2017-08 (HA)

Issued: May 19, 2017

Expires: This notice will remain in effect until  
amended, superseded, or rescinded

Cross References:

81 FR 80724, as codified at 24 CFR parts 5, 905,  
960, 966, 982 and 983

Supersedes:

PIH Notice 2007-5; PIH Notice 2006-42;  
PIH Notice 2006-23

Subject: Violence Against Women Reauthorization Act of 2013 Guidance

Contents

1. Purpose.....	2
2. Applicability .....	2
3. Background.....	2
4. Summary of Major Changes.....	3
5. Definitions.....	4
6. Who May Receive VAWA Protections? .....	5
7. Determining Eligibility for VAWA Protections.....	6
8. Certification and Documentation of Domestic Violence, Sexual Assault, Dating Violence, or Stalking.....	10
9. PHA Documentation Requirements.....	15
10. Notice of Occupancy Rights .....	18
11. Victim Confidentiality.....	19
12. Emergency Transfers .....	21
13. Family Break-up .....	31
14. Record Keeping and Reporting Requirements .....	33
Developing Partnerships with Victim Service Providers.....	34

16.	Lease Bifurcation .....	34
	Reasonable Time to Establish Eligibility Following Bifurcation of a Lease.....	35
18.	Termination of the Victim Due to "Actual and Imminent Threat" and Any Violation Not Premised on an Act of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.....	36
19.	Establishing Waiting List Preferences .....	37
20.	Homeownership: Move with Continued Tenant-Based Assistance.....	38
21.	Owners in the HCV Program.....	38
22.	Assistance Under More Than One Covered Housing Program .....	40
23.	Fair Housing and Nondiscrimination.....	41
24.	Paperwork Reduction Act.....	41
25.	Contact Information .....	41
	Appendix I: Discretionary Policies and Procedures .....	42
	Appendix II: Model Owner Notification of Rights and Obligations .....	47

## 1. Purpose

This notice provides guidance to Public Housing Agencies (PHAs) and owners on the requirements of the Violence Against Women Reauthorization Act of 2013: Implementation in HUD Housing Programs, Final Rule, published in the Federal Register on November 16, 2016, (81 Fed. Reg. 80724 (November 16, 2016)) (VAWA Final Rule) with respect to the Public Housing and Housing Choice Voucher (HCV) programs. This notice does not encompass every aspect of the VAWA Final Rule and should be used in conjunction with the VAWA Final Rule.

This notice supersedes HUD Notices PIH 2006-23, 2006-42, and 2007-5.

This notice also transmits an optional model *Notice to Owners of Rights and Obligations under the Violence Against Women Act*.

## 2. Applicability

Guidance contained in this Notice is for use by PHAs administering the Public Housing program, the HCV program (including the Project-Based Voucher program (PBV)), and Section 8 Moderate Rehabilitation (Mod Rehab), as well as owners participating in the aforementioned programs.

## 3. Background

On March 7, 2013, the Violence Against Women Reauthorization Act of 2013 (P.L. 113-4) (VAWA 2013) was signed into law. VAWA 2013 implemented several key changes related to housing protections for victims of domestic violence, dating violence, sexual assault, and stalking. HUD published a notice in the Federal Register on August 6, 2013 describing HUD's programs. (See 78 FR 47717.) HUD also sought comments on certain provisions through the notice to aid in the development of regulations and program guidance. Following

the Federal Register Notice, PIH issued a letter to PHA Executive Directors on September 30, 2013, summarizing the August 6 Federal Register Notice.<sup>1</sup>

On April 1, 2015, HUD published its proposed rule that provided amendments to HUD's existing regulations that HUD determined necessary to fully implement VAWA 2013. On November 16, 2016, HUD published its VAWA Final Rule implementing the requirements of VAWA 2013 through HUD regulations (81 FR 80724). Implementing regulations for the Public Housing and HCV programs can be found at Code of Federal Regulations (CFR) Part 5, Subpart L, Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, as well as various subparts of 24 CFR Parts 905, 960, 966, 982, and 983.

Additional background information on VAWA may be found in *Section I* of the preamble to the VAWA Final Rule, which starts on page 80725 of the Federal Register publication.

## 4. Summary of Major Changes

Major changes for the Public Housing, HCV, and PBV programs include:

- Specifies "sexual assault" as a crime covered by VAWA in HUD-covered programs. (See 24 CFR 5.2003.)
- Clarifies that, consistent with HUD's nondiscrimination and equal opportunity requirements, victims of domestic violence, dating violence, sexual assault, and stalking cannot be discriminated against on the basis of any protected class, and HUD programs must also be operated consistent with HUD's Equal Access Rule, which requires that HUD-assisted and HUD-insured housing must be available to all otherwise eligible individuals and families without regard to actual or perceived sexual orientation, gender identity or marital status. (See 24 CFR 5.2001(a).)
- Establishes new definitions (e.g., affiliated individual and sexual assault, and others) and revises previously defined terminology (e.g., bifurcate and stalking). (See 24 CFR 5.2003.)
- Establishes new requirements for notification of occupancy rights under VAWA, and transmits a model *Notice of Occupancy Rights Under the Violence Against Women Act* (form HUD-5380). (See 24 CFR 5.2005(a).)
- Provides that applicants and tenants may not be denied assistance or have assistance terminated under a covered housing program on the basis of or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. (See 24 CFR 5.2005(b)(1).)
- Establishes the requirement to establish an emergency transfer plan, establishes record keeping and reporting requirements, and provides a model *Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* (form HUD-5381), and *Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* form (form HUD-5383). (See 24 CFR 5.2005(e).)
- Revises requirements for documenting the occurrence of domestic violence, dating violence, sexual assault, or stalking, and provides a new *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation* (form HUD-5382). (See 24 CFR 5.2007.)
- Where the covered housing provider exercises the option to bifurcate a lease and the evicted or terminated tenant was the recipient of assistance at the time of bifurcation, establishes a new requirement for reasonable time periods during which a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may remain in the unit while establishing eligibility under the

current housing program or under another covered housing program, or seeking alternate housing. (See 24 CFR 5.2009(b).)

- Revises various HCV, PBV, and public housing regulations from the 2005 reauthorization of VAWA (VAWA 2005) to broadly state that VAWA protections apply, so that all tenants and applicants, and not only those determined to be victims of domestic violence, dating violence, sexual assault, or stalking, receive statutorily required notification of their VAWA rights.
- Clarifies that PHAs may establish a preference for victims of dating violence, sexual assault, and stalking, in addition to domestic violence. (See 24 CFR 960.206(b)(4), and 982.207(b)(4).)
- Establishes new requirements under PBV for a family's right to move as a result of the family, or a member of the family, being or having been the victim of domestic violence, dating violence, dating violence, sexual assault, or stalking. (See 24 CFR 983.261.)

## 5. Definitions

This Section includes definitions of terms most frequently referred to in this Notice that were included in the VAWA Final Rule. For the full list of terms defined in the VAWA Final Rule see 24 CFR 5.2003.

**Actual and imminent threat** refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

**Affiliated individual**, with respect to an individual, means:

- a. A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
- b. Any individual, tenant, or lawful occupant living in the household of that individual.

**Bifurcate** means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

**Covered housing provider** refers to the individual or entity under a covered housing program, and as defined by each program in its regulations, that has responsibility for the administration and/or oversight of VAWA protections and includes PHAs, sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities.

**Dating violence** means violence committed by a person:

- a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- b. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - 1) The length of the relationship;
  - 2) The type of relationship; and
  - 3) The frequency of interaction between the persons involved in the relationship.

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

- a. a current or former spouse or intimate partner of the victim,
- b. by a person with whom the victim shares a child in common,
- c. by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
- d. by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or
- e. by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

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

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

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

## 6. Who May Receive VAWA Protections?

### 1 Who is Eligible?

VAWA protections cover tenants and assisted families, as defined under applicable program regulations. VAWA protections also cover applicants when they are applying for admission to a covered housing program.

VAWA protections are not limited to women. Victims of domestic violence, dating violence, sexual assault, or stalking are eligible for protections without regard to sex, gender identity, or sexual orientation. Victims cannot be discriminated against on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age, and HUD programs must also be operated consistently with HUD's Equal Access Rule, which requires that HUD-assisted and HUD-insured housing are made available to all otherwise eligible individuals and families regardless of actual or perceived sexual orientation, gender identity, or marital status.

A PHA or owner may find instances of domestic violence, dating violence, sexual assault, or stalking against youth (those under the age of 18 years old) living in an assisted household for which the family may need to exercise VAWA protections to protect the youth victim. PHAs and owners should exercise the same documentation and confidentiality procedures in assisting a family in this situation.

**Note:** Un-emancipated minors would not be eligible to sign leases under HUD programs. Housing providers may consider contacting child welfare or child protective services, or law enforcement, when a minor claims to be a victim of domestic violence, dating violence, sexual assault, or stalking.



## 6.2 Who is Ineligible?

Guests, unassisted members, and live-in aides of the family are ineligible for VAWA protections that are available only to tenants and participants.

As a reasonable accommodation, a tenant/participant can request VAWA protections based on the grounds that the live-in aid is a victim of domestic violence, dating violence, sexual assault or stalking. In addition, other reasonable accommodations may be needed on a case-by-case basis.

In cases where a guest or unassisted member is a victim of domestic violence, dating violence, sexual assault or stalking, a tenant/participant cannot be evicted or have assistance terminated on the basis of the domestic violence, dating violence, sexual assault or stalking of the guest or unassisted member.

Unassisted members who are also on the lease may qualify by way of the lease for VAWA protections at 24 CFR 5.2005(c).

## 7. Determining Eligibility for VAWA Protections

### 7.1 Determining VAWA protections, including whether an adverse factor is a "Direct Result" of domestic violence, dating violence, sexual assault, or stalking

The VAWA Final Rule provides that an applicant for assistance or a tenant/participant receiving assistance under a covered housing provider may not be denied admission to, denied assistance under, terminated from participation in, or evicted from housing on the basis or as a *direct result* of the fact that the applicant or tenant/participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy. (See 24 CFR 5.2005(b)(1).)

In addition to prohibiting a denial, termination, or eviction based on the fact that the applicant or tenant/participant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, the VAWA Final Rule prohibits covered housing providers from denying assistance or admission, terminating participation in, or evicting a tenant based on an adverse factor, if the adverse factor is determined to be a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

For the programs covered by this Notice, an adverse factor refers to any factor that can be used as a basis for denying admission, terminating assistance, or evicting a tenant. However, if a denial or termination of assistance or eviction is required by a federal statute, based on a particular adverse factor, the PHA must comply with that statute, even if the adverse factor is a direct result of domestic violence, dating violence, sexual assault or stalking. For example, if the applicant is subject to a lifetime registration requirement under a State sex offender registration program, the PHA must comply with section 578 of the Quality Housing and Work Responsibility Act of 1998 and deny the applicant admission, even if the sex offense(s) were a direct result of the fact that the applicant was a victim of domestic violence, dating violence, sexual assault or stalking.

Section 7.2 provides examples to give PHAs and owners a sense of the various instances in which an adverse factor may be a direct result of domestic violence, dating violence, sexual assault, or stalking.

Section 7.3 provides a framework for determining whether an adverse factor is a direct result of the fact that applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.

Section 7.4 discusses the need for notifying an individual and other considerations when the PHA or owner determines the prohibition does not apply to the individual's denial, termination, or eviction.

## **7.2 Examples of When Adverse Factors Might Be Direct Results of Domestic Violence, Dating Violence, Sexual Assault, Or Stalking**

On the surface, adverse factors may appear unrelated to domestic violence, dating violence, sexual assault, or stalking and may present legitimate reasons for denial, termination, or eviction. However, the presence of an adverse factor may be due to an underlying experience of domestic violence, dating violence, sexual assault, or stalking. An adverse factor may be present during much of an abusive relationship, or it may present itself only when a victim is attempting to leave, or has left, the abusive relationship. The following examples are provided to give PHAs and owners a sense of the many instances in which adverse factors might be the "direct result" of domestic violence, dating violence, sexual assault, or stalking. Please note that this list is neither exhaustive nor definitive.

**Poor credit history.** Depending on the circumstances, poor credit history may be a direct result of domestic violence, dating violence, sexual assault, or stalking when the domestic violence, dating violence, sexual assault, or stalking results in, for example:

- Forcing a victim to obtain credit, including credit cards for the perpetrator's use.
- Using a victim's credit or debit card without permission, or forcing them to do so.
- Selling victims' personally identifying information to identity thieves.
- Running up debt on joint accounts.
- Obtaining loans/mortgages in a victim's name.
- Preventing a victim from obtaining and/or maintaining employment.
- Sabotaging work or employment opportunities by stalking or harassing a victim at the workplace, or causing a victim to lose their job by physically battering the victim prior to important meetings or interviews.
- Placing utilities or other bills in a victim's name and then refusing to pay.
- Forcing a victim to work without pay in a family business, or forcing them to turn their earnings over to the abuser.
- Job loss or employment discrimination due to status as a victim of domestic violence, dating violence, sexual assault, or stalking.
- Job loss or lost wages due to missed work to attend court hearings, seek counseling or medical care, or deal with other consequences of the crime.
- Hospitalization and medical bills the victim cannot pay or cannot pay along with other bills.

**Poor rental history.** Depending on the circumstances, poor rental history may be a direct result of domestic violence, dating violence, sexual assault, or stalking, when the domestic violence, dating violence, sexual assault, or stalking results in, for example:

- Property damage;
- Noise complaints;
- Harassment;
- Trespassing;
- Threats;
- Criminal activity;

- Missed or late utility payments(s);
- Missed or late rental payment(s);
- Writing bad checks to the landlord; or
- Early lease termination and/or short lease terms.

**Criminal record.** Depending on the circumstances, a criminal record may be a direct result of domestic violence, dating violence, sexual assault, or stalking when the domestic violence, dating violence, sexual assault, or stalking results in, for example:

- Forcing a victim to write bad checks, misuse credit, or file fraudulent tax returns;
- Property damage;
- Theft;
- Disorderly conduct;
- Threats;
- Trespassing;
- Noise complaints;
- Family disturbance/trouble;
- 911 abuse;
- Public drunkenness;
- Drug activity (drug use and the selling of drugs);
- Crimes related to sex work;
- "Failure to protect" a child from a batterer's violence and/or abuse;
- Crimes committed by a victim to defend themselves or in defense of third parties from domestic violence, dating violence, sexual assault, or stalking; or
- Human trafficking.

**Failure to pay rent.** Depending on the circumstances, temporary failure to pay rent may be a direct result of domestic violence, dating violence, sexual assault, or stalking, when domestic violence, dating violence, sexual assault, or stalking results in, for example:

- The victim's injury or temporary incapacitation;
- The arrest of the only wage-earning member of the household;
- Preventing the victim from obtaining and/or maintaining employment;
- Sabotaging work or employment opportunities by stalking or harassing the victim at the workplace;
- Causing the victim to lose the victim's job by physically battering prior to important meetings or interviews;
- Placing utilities or other bills in the victim's name and then refusing to pay;
- Forcing the victim to turn their earnings over to the abuser;
- Forcing the victim to work without pay in a family business;
- Job loss or employment discrimination due to status as a victim of domestic violence, dating violence, sexual assault, or stalking;
- Losing wages or a job due to missing work to attend court hearings, seek counseling or medical care, or deal with other consequences of the crime can result in loss wages and unemployment; or
- Inability to pay bills after significant medical expenses resulting from the victim's hospitalization.

### 7.3 How to Determine if an Adverse Factor is a Direct Result of Domestic Violence, Dating Violence, Sexual Assault or Stalking

To trigger the direct result analysis, it is the responsibility of the applicant or tenant to:

1. Inform the PHA or owner that they are a victim of domestic violence, dating violence, sexual assault, or stalking; and
2. Provide enough information for the PHA or owner to make a determination regarding the adverse factor they are claiming was a direct result of domestic violence, dating violence, sexual assault, or stalking.

After the PHA or owner receives this information, the PHA or owner should consider the individual's statement and any possible supporting documentation in determining if an adverse factor was a direct result of domestic violence, dating violence, sexual assault, or stalking. If further information is necessary for this determination, the PHA or owner may request additional supporting documentation from the applicant or tenant. However, any request for additional documentation must:

- a. Be in accordance with the PHA or owners' policies or practices,
- b. Not require evidence of the domestic violence, dating violence, sexual assault, or stalking other than as specified in 24 CFR 5.2007 (see Section 8 of this Notice), and
- c. Not violate the VAWA Final Rule's confidentiality requirements or any other laws.

Note: Where an applicant, tenant or participant fails to request VAWA protections, the PHA or owner is not independently required to identify whether adverse factors are the direct result of domestic violence, dating violence, sexual assault, or stalking. PHAs and owners may seek training, where available, from a trained third-party (such as an expert victim service provider) on reviewing VAWA documentation. Any communications with a third party must be done consistent with the VAWA rule's confidentiality requirements.

If the PHA or owner believes any information is not clear, it should speak to the victim and try to clarify the information. After the PHA or owner has received the information from the tenant or applicant, and if necessary, clarified this information with the tenant or applicant, the PHA or owner must make an objectively reasonable determination, based on all the circumstances, whether the adverse factor is a direct result of the fact that the applicant or tenant/participant is a victim of domestic violence, dating violence, sexual assault, or stalking.

### 7.4 Notification and Other Considerations

PHAs and owners must notify the applicant or tenant if the PHA or owner finds that the denial, termination, or eviction is not on the basis or as a "direct result" of being a victim of domestic violence, dating violence, sexual assault, or stalking, and the applicant or tenant is thus denied admission to, denied assistance under, terminate from participation in, or evicted from the housing. (See 24 CFR 5.2005(b)(1).) An applicant or tenant that disagrees with the finding should use the program's appeal procedures (if applicable).

In the case of a termination or eviction, PHAs and owners must comply with the prohibition in 5.2005(d)(2), which provides:

[T]he covered housing provider must not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance.

Therefore, even if the direct result prohibition does not apply, the PHA or owner cannot use that violation to terminate or evict a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, if the covered housing provider does not ordinarily terminate or evict tenants for that violation.

See discussion of limitations in VAWA at Section 18 of this Notice.

## 8. Certification and Documentation of Domestic Violence, Sexual Assault, Dating Violence, or Stalking

### 8.1 Certification of domestic violence, dating violence, sexual assault, dating violence, or stalking

VAWA 2013 required that HUD create a certification form that serves as a means of documenting the incident or incidents of domestic violence, dating violence, sexual assault, or stalking. (See 24 CFR 5.2005(a).) The VAWA Final Rule transmitted this certification form, *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternative Documentation*, form HUD-5382. The PHA must include form HUD-5382 with the VAWA Notice of Occupancy Rights (form HUD-5380) described in Section 10. These forms are available at [hud.gov/hudclips](http://hud.gov/hudclips).

Note: Under the Mod Rehab program, the PHA may provide form HUD-5382 to owners, and charge owners with distributing it to tenants along with the VAWA Notice of Occupancy Rights as described above. (See 24 CFR 882.102.)

Form HUD-50066, *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*, previously used for the Public Housing and HCV programs to serve as a means of documenting the incident or incidents of domestic violence, dating violence, sexual assault, or stalking is obsolete.

Form HUD-5382 is for use by all HUD-covered programs, including Public Housing and HCV programs (e.g., a PHA or owner may receive this form) and it must be publicly available and provided upon request.

The form HUD-5382:

- Provides that VAWA 2013 protects applicants, tenants, and program participants from being evicted, denied assistance, or terminated from housing assistance based on act of domestic violence, dating violence, sexual assault, or stalking.
- Is an optional way for victims to comply with a written request for documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking for persons seeking VAWA protections.
- Provides that the victim or someone on the victim's behalf may complete the form.
- Provides a list of alternative third-party documentation to satisfy a request by a PHA or owner for documentation. (See below regarding requests for documentation.)
- Explains the time period for responding to a written request for documentation.
- Describes the confidentiality protections under VAWA.
- Requires that the victim or someone filling out the form on the victim's behalf must answer 10 numbered questions and provide a brief description of the incident(s).
- Clarifies that the name of the accused perpetrator does not have to be provided if it is unknown to the victim or it cannot be provided safely.
- Clarifies that the date and time of incident should be completed only if known by the victim.

- Requires the victim or someone filling out the form on the victim's behalf to certify to the truth and accuracy of the information being provided, and explains that false information could be the basis for denial of admission, termination of assistance, or eviction.
- Includes required public reporting burden information.

When practicable, HUD encourages PHAs and owners to advise applicants, tenants, and program participants that when the PHA or owner receives a form submitted on their behalf, such submission will take the place of the applicants, tenants, or program participants submitting their own statement. Thus, applicants, tenants, or program participants should ensure, to the extent possible, that the information is accurate and comprehensive.

The form HUD-5382, as required by 24 CFR 5.2005(a)(1)(ii), must be made available by the PHA in multiple languages, consistent with HUD's LEP Guidance. (See 24 CFR 5.2005(a)(3).) In addition, consistent with civil rights requirements, when obtaining information through the form, PHAs must take appropriate steps to ensure effective communication with applicants, tenants, and participants with disabilities through the use of appropriate auxiliary aids and services, such as large print and braille documents, readers, interpreters, and accessible electronic documents. PHAs must also provide reasonable accommodations when necessary to allow applicants, tenants, and participants with disabilities to equally benefit from VAWA protections; such as providing individualized assistance in completing forms.

## 8.2 Certification or Documentation

The VAWA Final Rule clarified several aspects of VAWA's certification or documentation process. (See 24 CFR 5.2007.) The information below discusses some of the clarifying changes made in the VAWA Final Rule, and provides additional guidance on the processing of this documentation.

### Acceptance of Verbal Statement

The VAWA Final Rule clarifies that PHAs and owners are not required to ask for documentation when an individual presents a claim for VAWA protections; the PHA or owner may instead choose to provide benefits to an individual based solely on the individual's verbal statement or other corroborating evidence. HUD recommends that PHAs and owners develop written policies for how and under what circumstances a verbal statement will be accepted (e.g., the PHA was aware of the abuse and encouraged the victim to request VAWA protections). It is recommended that in cases where a PHA or owner decides to rely on such information, the PHA or owner document, in a confidential manner, the individual's verbal statement or other corroborating evidence.

### b. Requesting Documentation

If the PHA or owner chooses to request an individual to document their claim of domestic violence, dating violence, sexual assault, or stalking, the PHA or owner must make such request in writing. Simply providing the victim the form HUD-5382 does not constitute a written request for documentation, unless the form HUD-5382 is accompanied by a dated letter requesting documentation. (See 24 CFR 5.2007(a)(1).)

The individual may satisfy this request by providing any one of the following documents as described under 24 CFR 5.2007(b)(1):

- a. Form HUD-5382; or
- b. A document:

- 1) Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional or a mental health professional (collectively, "professional") from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse;
- 2) Signed by the applicant or tenant; and
- 3) That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under the VAWA Final Rule, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under 24 CFR 5.2003; or
- c. A record of a Federal, State, tribal, territorial or local law enforcement agency (may include a police report), court, or administrative agency; or
- d. At the discretion of a covered housing provider, a statement or other evidence provided by the applicant or tenant.

The PHA or owner must accept any of the above items (a – c), as provided under 24 CFR 5.2007. For example, form HUD-5382 must be accepted in lieu of any of the third-party documents outlined above (b or c), if the individual chooses to self-certify to satisfy the PHA or owner's request for documentation; and the submitted documentation does not contain conflicting information.

The PHA or owner has discretion to accept a statement or other evidence (d). PHAs are encouraged to develop written policies as to whether they will exercise discretion as provided for under (d). PHAs are encouraged to note whether a statement or other evidence will be accepted. If other evidence will be accepted, HUD recommends that the PHA or owner define acceptable evidence.

The PHA or owner is prohibited from requiring third-party documentation of victim status, except as outlined in Section 8.2(e) of this Notice.

Given the possible consequences to both the victim and the alleged perpetrator of domestic violence, dating violence, sexual assault, or stalking, it is important that any allegations made by one individual against another are made with the understanding that there are consequences if the allegations are false. In this regard, form HUD-5382 advises that the submission of false information may be a basis for denial of admission, termination of assistance, or eviction.

#### c. Time to Submit Documentation

The PHA or owner may require submission of documentation within 14 business days after the date that the individual received the written request for documentation. (See 24 CFR 5.2007(a)(2).) However, the PHA, or owner may extend this time period at its discretion. During the 14-business day period and any granted extensions of that time, no adverse actions, such as eviction or termination, can be taken against the individual requesting VAWA protection. For example, PHAs must not schedule an eviction, grievance hearing, informal review, or informal hearing to take place during this time frame.

In determining whether to extend the 14-business day period, PHAs and owners are encouraged to consider factors that may contribute to the victim's inability to provide the documentation in a timely manner. These factors may include, but are not limited to: cognitive limitations, disabilities, limited English proficiency, absence from the unit due to hospitalization or time in an emergency shelter, administrative delays in obtaining police or court records, the danger of further violence, and the victim's need to address health or safety issues. PHAs and owners must also grant reasonable accommodations for persons with disabilities. Please also note that because of these factors, the PHA or owner might not be contacted by the victim with a request to extend the 14-business day period until after the 14-day period has passed.

### Acknowledging Receipt of Documentation; Failure to Provide Documentation in a Timely Manner

Once a victim provides documentation of domestic violence, dating violence, sexual assault, or stalking, the PHA or owner is encouraged to acknowledge receipt of the documentation in a timely manner.

If the applicant or tenant fails to provide documentation that meets the criteria in 24 CFR 5.2007 within 14 business days after receiving the written request for that documentation, or within the designated extension period, nothing in VAWA Final Rule may be construed to limit the authority of the covered housing provider to:

- a. Deny admission by the applicant or tenant to the housing or program;
- b. Deny assistance under the covered housing program to the applicant or tenant;
- c. Terminate the participation of the tenant in the covered housing program; or
- d. Evict the tenant, or a lawful occupant that commits a violation of a lease.

An individual's failure to timely provide documentation of domestic violence, dating violence, sexual assault, or stalking does not result in a waiver of the individual's right to challenge the denial of assistance or termination, nor does it preclude the individual's ability to raise an incident of domestic violence, dating violence, sexual assault, or stalking at eviction or termination proceedings. If the PHA denies VAWA protections, it must still follow its established procedures for grievance hearings, informal hearings, or informal reviews.

### e. Requests for Third-Party Documentation of Victim Status

When an applicant or tenant requests protection under VAWA, the VAWA Final Rule allows but does not require the covered housing provider to require the applicant or tenant to submit documentation of victim status, i.e., documentation showing the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault or stalking. However, the VAWA Final Rule prohibits a covered housing provider from requiring the victim to provide third-party documentation of victim status, unless:

- More than one applicant or tenant provides documentation to show they are victims of domestic violence, dating violence, sexual assault or stalking, and the information in one person's documentation conflicts with the information in another person's documentation; or
- Submitted documentation contains information that conflicts with existing information already available to the PHA or owner.

In these circumstances, the regulations at 24 CFR 5.2007(b)(2), allow a PHA or owner to require the applicant(s) or tenant(s) to submit third-party documentation that meets the criteria in 24 CFR 5.2007(b)(1)(ii), (b)(1)(iii), or (b)(1)(iv). According to the criteria, the applicant or tenant may submit any of the following to meet the third-party documentation request:

- a. A document:
  - o Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional or a mental health professional (collectively, "professional") from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse;
  - o Signed by the applicant or tenant; and
  - o That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for



protection and remedies under the VAWA Final Rule, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under 24 CFR

5.2003; or

- b. A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency (for example, a police report) that documents the incident of domestic violence, dating violence, sexual assault, or stalking.
- c. At the discretion of the covered housing provider, a statement or other evidence provided by the applicant or tenant.

The applicant(s) or tenant(s) must be given 30 calendar days from the date of the request to provide such documentation. If an applicant or tenant responds with third-party documentation that meets the criteria above and supports the applicant or tenant's VAWA request, the PHA or owner is prohibited from requiring further documentation of the applicant or tenant's status as a victim of domestic violence, dating violence, sexual assault, or stalking. However, if an applicant or tenant does not submit any third-party documentation within the required time period or submits documentation that does not meet the criteria above, the PHA or owner may, but is not required to, accept that applicant or tenant's assertion of victim status for the purpose of the VAWA protections.

For purposes of providing VAWA protections, satisfying the documentation requirements in section 24 CFR 5.2007(b) resolves the question of whether the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.

**Note:** In the case of conflicting documentation between two tenants, if one tenant submits a court order addressing rights of access or control of the property (such as a protection order granting the victim exclusive possession of the unit), the PHA or owner must honor this court order.

When requesting third-party documentation, the PHA is encouraged to provide contact information for local domestic violence agencies so that the applicant(s) or tenant(s) can seek services and plan for their safety. The PHA may also provide the applicant(s) or tenant(s) with contact information for local legal aid offices, which may be able to assist in providing appropriate referrals, obtaining restraining orders, and preparing for grievance hearings.

If the PHA or owner requests, but does not receive third-party documentation, the PHA or owner has the option to deny VAWA protections and must notify the applicant or tenant. If this results in a tenant(s) being terminated from assistance, the PHA must hold a separate informal hearing (HCV) or grievance hearing (public housing) for the tenant. When denying VAWA protections, the PHA or owner must ensure that it complies with PIH Notice 2015-19.

Alternatively, the PHA may have a family break-up policy allowing for assistance to be provided to both persons seeking VAWA protections.

**Example:** A two-person household was notified by an owner that they were being evicted from their unit due to a history of neighbors having to call the police for loud disturbances coming from the tenant-household's unit in violation of the noise provision in their lease. Each member of the tenant-household provides certification to the owner that they are a victim of domestic violence, and the disturbances arose from their partner's abuse. The owner has a policy of requesting third party documentation when there are conflicting certifications. Thus, the owner requests third party documentation individually from both members of the household. Within 30 calendar days the owner receives third-party certification from only one member of the household. The owner treats the household member that submits third party documentation as a victim of domestic violence for

purposes of VAWA and notifies the other household member, who did not submit third party documentation, that the owner has denied VAWA protections for the other household member. The owner must notify the household member being terminated from assistance and hold the appropriate hearing.

**Note:** Perpetrators sometimes obtain temporary restraining orders or file police reports against victims as a form of retaliation. Further, many victims are unable to timely access the courts or law enforcement due to the language barriers, disabilities, cultural norms, or fear for their safety. As a result, the fact that only one party submitted third-party documentation is not always a reliable indicator of domestic violence, dating violence, sexual assault, or stalking.

#### **f. Documentation Conflicts with PHA or Owner Information**

An individual may satisfy a request for victim status documentation by submitting any document that meets the criteria for a document type under 24 CFR 5.2007(b)(1). The PHA or owner must accept the submitted documentation and is prohibited from seeking additional documentation of victim status, unless the submitted documentation does not meet the criteria in the VAWA Final Rule or the submitted documentation contains conflicting information, including conflicting claims between two parties, as described above.

PHAs and owners are prohibited from conducting further fact finding for the purpose of trying to verify the "validity" of an applicant or tenant's victim status. For example, PHAs and owners are prohibited from conducting interviews with neighbors or employers to determine if the applicant or tenant is "really" a victim of domestic violence, dating violence, sexual assault or stalking. Doing so would be in violation of the documentation requirements of the VAWA Final Rule and may result in a violation of the victim confidentiality requirements of the VAWA Final Rule.

However, if the PHA or owner already has or regularly receives reliable information that conflicts with the submitted documentation the PHA may require third-party documentation of victim status, based on information outside of the submitted documentation. Examples of reliable information include surveillance footage, police report(s), and other verifiable information. This information must not be collected for the purpose of discrediting claims for VAWA protections, but may be collected for other legitimate reasons; such as addressing safety in the community. If the applicant or tenant subsequently does not submit third-party documentation, or only submits third-party documentation that contains conflicting information, the PHA or owner has the option to deny VAWA protections and must notify the applicant or tenant.

Given the possible consequences to both the victim and the alleged perpetrator of domestic violence, dating violence, sexual assault, or stalking, it is important that any allegations made by one individual against another are made with the understanding that there are consequences if the allegations are false. In this regard, form HUD-5382 advises that the submission of false information may be a basis for denial of admission, termination of assistance, or eviction.

## **9. PHA Documentation Requirements**

The VAWA regulations and requirements require that updates be made to applicable plans. There are also several discretionary areas where PHAs need to implement policies explained in their Administrative Plans and Admissions and Continued Occupancy Policy (ACOP), as applicable. Below is a summary of the requirements and a sample list of policy questions for the various PHA documents.

## 9.1 5-Year and Annual Plans

As are required to include a brief description in their Annual Plan (as applicable) and 5-Year Plan of goals, activities, objectives, policies, programs, or services for child and adult victims of domestic violence, dating violence, sexual assault, or stalking, as required in 24 CFR 903.6(a)(3) and 24 CFR 903.7(m)(5) and described below. The VAWA Final Rule did not change this requirement. The availability of new PHA Annual and 5-Year PHA Plan templates that include the provisions of VAWA 2013 were first made available through Notice PIH 2015-18 (HA). HUD encourages reference to the PHA's Emergency Transfer Plan described in Section 12. All PHAs are required to submit a 5-Year Plan for HUD's approval (MTW PHAs excepted).

Annual PHA Plan Templates require PHAs to report any changes to Plan elements, which include VAWA provisions at 24 CFR 903.7(m)(5), under the safety and crime prevention element. The following information must be included:

- A statement of any domestic violence, dating violence, sexual assault, and stalking prevention programs;
- A description of any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking;
- A description of any activities, services, or programs provided or offered by a PHA that help child and adult victims of domestic violence, dating violence, sexual assault, or stalking to obtain or maintain housing; and
- A description of any activities, services, or programs provided or offered by a PHA to prevent domestic violence, dating violence, sexual assault, or stalking, or to enhance victim safety in assisted families.

When PHAs first adopt policy changes in accordance with the VAWA Final Rule, all covered PHAs must report those changes in their next Annual Plan submission cycle. However, if the policy changes trigger a significant amendment to the PHA Plan based on the PHA's significant amendment definition, then a Significant Amendment to the current annual plan must be submitted. In subsequent Annual Plan submission cycles, a PHA is only required to report changes, if any, to the VAWA policies they have adopted.

While PHAs are not required to provide services or activities beyond the victim protections and remedies included in the VAWA Final Rule, HUD encourages PHAs to develop strategies and relationships with community organizations, domestic violence victim advocates, and local law enforcement to provide services and resources to victims of domestic violence, dating violence, sexual assault, or stalking as described in detail at Section 14. For example, a PHA may partner with a local domestic violence service provider to offer a workshop to educate tenants/participants about their VAWA rights or other rights available to tenants/participants under state and local domestic violence laws or programs. If the PHA so chooses to partner with a local domestic violence service provider, HUD recommends that these services and activities should be included in the Annual Plan (as applicable) and 5-Year Plan.

Nothing in the Annual Plan submission requirement at 24 CFR 903.7 requires PHAs to undertake activities, services, or programs beyond the victim protections and remedies included in the VAWA Final Rule, although HUD encourages PHAs to do so.

**Qualified PHAs must comply with 5 Year Plan submission requirements:** Nothing in VAWA 2013 or the VAWA Final Rule supersedes Section 2702 of Title VII—Small Public Housing Authorities Paperwork Reduction Act of the Housing and Economic Recovery Act of 2008 exemption of qualified PHAs from preparing and submitting an Annual Plan. As such, Qualified PHAs are not required to comply with the Annual Plan submission requirements of VAWA. Qualified PHAs are required to comply with the 5-Year Plan

submission requirements of VAWA and to hold annual public hearings on their activities; including their implementation of VAWA protections.

**Small PHAs must comply with 5 Year Plan submission requirements:** PHAs that meet the definition of small PHA and are using the streamlined Annual PHA Plan Template, are not required to submit the VAWA information described above. (See form HUD-50075-SM.)

**HCV Only PHAs must comply with 5 Year Plan submission requirements:** HCV only PHAs using the streamlined Annual PHA Plan Template for PHAs that only administer an HCV program are not required to submit the VAWA information described above. (See form HUD-50075-HCV.)

**MTW PHAs:** PHAs that participate in the Moving to Work (MTW) demonstration are not required to complete the Annual and 5-Year PHA Plans described above. Instead, MTW PHAs complete Annual Plans and Reports as required in HUD Form 50900: *Elements for the Annual MTW Plan and Annual MTW Report*. MTW PHAs must comply with the requirements of VAWA.

## 9.2 HCV Program Documents

**Administrative Plan:** The administrative plan states PHA policy on matters for which the PHA has discretion to establish local policies (24 CFR 982.54). PHAs must include in the administrative plan any local PHA policies regarding domestic violence, dating violence, sexual assault or stalking that are not already explicitly required by the VAWA Final Rule and this implementing guidance.

**HCV Tenancy Addendum and Housing Assistance Payments Contract:** The VAWA Final Rule retains the provisions of HUD's regulations implementing VAWA 2005, which requires that a description of specific protections afforded to victims of domestic violence, dating violence, or stalking must be included in the HCV tenancy addendum and Housing Assistance Payments (HAP) contract. (See 24 CFR 5.2005(a)(4).)

The HCV tenancy addendum (form HUD-52641-A for tenant-based assistance; form HUD-52530-C for project-based assistance); the HAP Contract for tenant based assistance (form HUD-52641); and the PBV HAP Contract (form HUD-52530A and 52530B) will be revised to include the updated provisions of 24 CFR Part 5, Subpart L. The HAP Contract for manufactured home space rental (form HUD-52642) does not currently include VAWA provisions and will be revised at a later date to include the provisions of 24 CFR Part 5, Subpart L. PHAs continue to use the current version of these forms until the HUD update is complete. PHAs do not alter these forms or add their own addendum to the HAP contract or tenancy addendum in the interim.

## 9.3 Public Housing Program Documents

**Admissions and Continued Occupancy Plan (ACOP):** A PHA's ACOP states the PHA's policy on matters for which the PHA has discretion to establish local policies. PHAs must therefore include in the ACOP any PHA policies regarding domestic violence, dating violence, sexual assault or stalking, that are not already explicitly required by the VAWA Final Rule and further explained in this guidance.

**Public Housing Lease:** The VAWA Final Rule retains the provisions of HUD's regulations implementing VAWA 2005, which requires that a description of specific protections afforded to victims of domestic violence, dating violence, or stalking must be included in the public housing lease. (See 24 CFR 5.2005(a)(4).)

PHAs must ensure that their public housing leases contain the updated provisions of 24 CFR Part 5, Subpart L, including:

- Definitions (24 CFR 5.2003);
- VAWA protections (24 CFR 5.2005);
- Documenting the occurrence of domestic violence, dating violence, sexual assault, or stalking (24 CFR 5.2007); and
- Remedies available to victims of domestic violence, dating violence, sexual assault, or stalking as applicable to the Public Housing program, including emergency transfers (24 CFR 5.2009 and 24 CFR 5.2005).

PHAs are encouraged to include in the lease any additional protections made available to victims of domestic violence, dating violence, sexual assault, or stalking.

## 10. Notice of Occupancy Rights

The VAWA Final Rule revises the requirements for notice of VAWA rights at 24 CFR 5.2005(a). VAWA 2013 requires that HUD create a notice of VAWA rights. The VAWA Final Rule includes a Notice of Occupancy Rights under the Violence Against Women Act; VAWA Notice of Occupancy Rights, form HUD-5380. HUD's VAWA Notice of Occupancy Rights is available at [hud.gov/hudclips](http://hud.gov/hudclips). The VAWA Notice of Occupancy Rights is for use by all HUD-covered programs, including Public Housing, HCV, and PBV. However, PHAs, not owners, are the covered housing provider responsible for this activity.

**Note:** Under the Mod Rehab program, the PHA may provide the VAWA Notice of Occupancy Rights to owners, and charge owners with distributing the notice and form to tenants. (See 24 CFR 882.102.)

PHAs must issue the VAWA Notice of Occupancy Rights without changes to the core protections and confidentiality rights in the Notice. PHAs must customize the Notice to reflect the specific assistance provided under the particular covered housing program, and to their program operations that may pertain to or affect the VAWA Notice of Occupancy Rights.

For example, PHAs must add to the VAWA Notice of Occupancy Rights information that identifies the covered program at issue (e.g., public housing), the name of the PHA (e.g., the Housing Authority of Any Town), and any additional information and terminology that is used in the program and makes the VAWA Notice of Occupancy Rights more meaningful to the applicants, and tenants/participants that receive the Notice (e.g., use of "apartment" or "housing" in lieu of "unit"). This may include additional language in places other than where the VAWA Notice of Occupancy Rights provides instructions to do so, so long as the language does not make changes to the core protections and confidentiality rights as noted above. For example, the additional language cannot add additional requirements to receive VAWA protections, but additional language may be provided to better explain VAWA.

The VAWA Notice of Occupancy Rights must be provided to:

- Adult applicants of public housing, HCV, and PBV; and
- Each adult tenant of public housing, HCV and PBV adult participant.

The VAWA Notice of Occupancy Rights must be provided no later than each of the following times:

applicants:

- At the time the individual is provided assistance or admission<sup>2</sup>; and
- At the time the applicant is denied assistance or admission.

For tenants/participants:

- With any PHA notification of eviction or termination of assistance; and
- By December 16, 2017, either during the PHA annual recertification or lease renewal process (as applicable). If there will be no recertification or lease renewal during the first year, through other means within the first year as determined by the PHA.

The VAWA Notice of Occupancy Rights must be made available in multiple languages, consistent with guidance issued by HUD in accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency, signed August 11, 2000, and published in the Federal Register on August 16, 2000 (at 65 FR 50121) (HUD's LEP Guidance) (24 CFR 5.2005(a)(3)).

## 11. Victim Confidentiality

Given the significant safety issues faced by victims of domestic violence, dating violence, sexual assault, or stalking, it is critical that covered housing providers establish or update existing policies to maintain the confidentiality and privacy of victims who seek protections under the VAWA Final Rule.

The VAWA Final Rule clarified that any information submitted to a covered housing provider under 24 CFR 5.2007, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, must be maintained in confidence by the covered housing provider. (See 24 CFR 5.2007(c).)

- a. Employees of the PHA or owner (or those who administer assistance on their behalf, (e.g., contractors) must not have access to the information unless explicitly authorized by the PHA or owner for reasons that specifically call for these individuals to have access to such information under applicable Federal, State, or local law (e.g., the information is needed by a PHA employee to provide the VAWA protections to the victim); and
- b. The PHA or owner must not enter this information into any shared database, or disclose this information to any other entity or individual (e.g. a prospective owner of participant's unit), except to the extent that disclosure is:
  - 1) Requested or consented to in writing by the individual (victim) in a time-limited release;
  - 2) Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or
  - 3) Otherwise required by applicable law.

The prohibition against entering this information into any shared database does not preclude a PHA or owner from entering this information into a database system used by the PHA or owner that meets all requirements for

<sup>2</sup> For the HCV program, this term refers to the date the tenant actually begins receiving assistance (HAP contract execution), not the date at which the tenant is first selected for assistance (voucher issuance), though the PHA may provide the notice earlier.

securing sensitive personally identifiable information (PII), including the Privacy Act of 1974 (5 U.S.C. § 552a), as long as the requirements listed above and provided at 24 CFR 5.2007(c) are also met (e.g. the victim consents to in writing in a time-limited release). For additional guidance on maintaining confidentiality, see Notice PIH-2015-06, HUD Privacy Protection Guidance for Third Parties.

### 11.1 Communicating with the Victim

When communicating with an applicant, participant, or tenant who has requested VAWA protections, the covered housing provider must take precautions to avoid inadvertent disclosure of confidential information to another individual or entity in violation of 24 CFR 5.2007(c). Unless given permission from the victim to do so, the PHA or owner must not leave messages that contain confidential information or refer to VAWA, the VAWA protections, or the domestic violence, dating violence, sexual assault, or stalking (e.g., asking the victim to come to the PHA office to pick up the form HUD-5382) on the victim's voicemail system or with other individuals, including members of the victim's household. Leaving a voicemail requesting that the victim contact the PHA or owner without referencing VAWA, VAWA protections, or the domestic violence, dating violence, sexual assault, or stalking, is not prohibited. Best practice is for PHAs or owners not to send mail regarding the domestic violence, dating violence, sexual assault, or stalking (e.g., a written request to complete form HUD-5382, or written extension of the 14-business day timeframe to respond to the PHA's request for documentation) to the victim's address if the perpetrator may have access to the victim's mail (e.g. the perpetrator is the co-head of household, or the perpetrator is employed at the residency of the victim).

The VAWA Final Rule is silent on how a PHA or owner is to balance the confidentiality requirement at 24 CFR 5.2007(c) with the requirement at 24 CFR 5.2007(a) when requesting documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking in writing. PHAs and owners may determine the procedures for requesting documentation in writing on a case-by-case basis, or adopt general policy guidelines on how to handle these requests. For example, requiring the individual requesting VAWA protections to come to an office or other space that may be safe for the individual to receive the written request, making reasonable accommodations as necessary.

If the victim gives the PHA or owner permission to contact them about the domestic violence, dating violence, sexual assault, or stalking via mail, voicemail system, electronic mail, or other method approved by the victim, best practice would be to ensure this permission is in writing. If it is not feasible for the victim to provide the permission in writing, the PHA or owner may make a note in the victim's file about which forms of communication with the victim have been approved by the victim. The written permission or other notation must be kept confidential.

When discussing these matters directly with the victim, PHAs and owners must take reasonable precautions to ensure that no one can overhear the conversation. For example, PHA employees are encouraged to make the documentation request in a private room; not in an open space at the PHA. PHAs and owners may require that the victim come into the office to pick up the certification form and are encouraged to work with tenants to make delivery arrangements that do not place the victim at risk.

The covered housing provider must comply with all nondiscrimination and civil rights statutes and requirements in implementing their policies. This includes, for example, providing reasonable accommodations to permit individuals to follow or access any rules, policies, practices, or services, such as modifying a policy requiring that the victim come into the office to pick up the certification form to instead deliver the form to the victim. This also includes ensuring effective communication with persons with disabilities, e.g., providing sign language interpreters for persons who are deaf, accessible documents and assistance filling out forms for

persons who are blind or have low vision, and providing language assistance for persons with limited English proficiency.

PHAs and owners may suggest, but cannot require, that the victim designate an attorney, advocate, or other secure contact for communications regarding the request of VAWA protections. This may reduce the PHA's or owner's burden in ensuring confidentiality in communications with the victim.

### 11.2 Best Practices to Collect Information and Avoid Unintentional Disclosure

The following best practices are designed to address the challenges of collecting information from and communicating with a victim of domestic violence, dating violence, sexual assault, or stalking while meeting the confidentiality requirements in the rule.

- Conduct the intake session in a private room, where the individual and staff person can talk without the risk of other staff or clients overhearing.
- Explain the PHA's information sharing policies.
- Communicate to the individual who in the PHA is responsible for handling questions or complaints about confidentiality.
- Provide adequate time for the individual to review and sign forms.
- Post confidentiality notices in the intake room and around the PHA.
- Ensure relevant staff understand confidentiality policies and procedures through regular staff training.
- Post notices about the importance of maintaining confidentiality throughout the office.
- Direct staff to respond to third-party inquiries only after verifying that written client consent has been obtained.
- Clarify information sharing policies with referring/referral agencies and other service and business partners.
- Maintain distinct phone lines for certain purposes.
- Avoid using language referencing domestic violence or sexual assault in agency names, program names, organization names, and staff titles.
- Use a PHA post office box to receive written correspondence.
- Serve individuals off-site as needed or when appropriate.
- Provide interpretation and/or documents translated into the appropriate language when necessary.
- Provide accessible documents or assistance filling out forms for individuals with disabilities.

## 12. Emergency Transfers

The VAWA Final Rule requires PHAs to adopt an Emergency Transfer Plan, based on HUD's model Emergency Transfer Plan (form HUD-5381). HUD's model Emergency Transfer Plan is available at [hud.gov/hudclips](http://hud.gov/hudclips). (See 24 CFR 5.2005(e).) Owners of assisted housing or HCV (including project-based voucher) properties that are not PHAs or considered "PHA-Owned" are not the covered housing provider under this provision, and therefore, are not required to adopt an Emergency Transfer Plan. If an owner receives a request for an emergency transfer, the owner is encouraged to explain to the victim that the PHA is the covered housing provider for this activity, and that the PHA should be contacted directly.

PHAs must adopt an Emergency Transfer Plan no later than June 14, 2017.

PHAs administering Public Housing, HCV (including PBV), and Section 8 Mod Rehab must ensure that their Emergency Transfer Plan covers these programs.



The Emergency Transfer Plan must:

- Define tenants/participants eligible for an emergency transfer;
- List documentation needed to request an emergency transfer;
- Outline confidentiality protections; and
- Describe how an emergency transfer may occur.

The Emergency Transfer Plan may require documentation from a tenant seeking emergency transfer, pursuant to 24 CFR 5.2005(e)(10) and 24 CFR 5.2007 and further explained in Section 8 of this Notice. However, a tenant is not required to provide documentation other than that which is specified in 5.2005(e)(10). (See 24 CFR 5.2005(e)(10)(iii).)

The PHA's Emergency Transfer Plan must allow tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to make an internal emergency transfer under VAWA when a safe unit is immediately available. A victim determines whether the unit is safe. (See 24 CFR 5.2005(e)(1)(iii)). The VAWA Final Rule does not define immediately available. A best practice would be to define immediately available as a vacant unit, ready for move-in within a reasonable period of time as defined in the PHA's Emergency Transfer Plan, where the PHA also defines reasonable period of time based on local factors. HUD encourages PHAs to engage the victim in a conversation as to what they may consider safe or what factors the victim considers unsafe. This may allow the PHA to better tailor its emergency transfer response.

The Emergency Transfer Plan must describe policies for assisting a tenant in making an internal emergency transfer when a safe unit is not immediately available, and describe reasonable efforts the PHA will take to assist a tenant who wishes to make an external emergency transfer when a unit that meets the victim's safety standard is not available. The Emergency Transfer Plan must also incorporate strict confidentiality measures. (See 24 CFR 5.2005(e)(4).)

In developing their Emergency Transfer Plans, PHAs are encouraged to review their admissions and transfer policies to determine if revisions are necessary to facilitate emergency transfers. In determining whether changes to the existing policies are necessary, PHAs may want to consider the following:

- Availability and location of units administered by the PHA;
- Demand by applicants for assistance under the program;
- Frequency of mandatory or emergency transfers; and
- Availability of alternative housing opportunities.

### 12.1 Eligibility for Emergency Transfers

The Emergency Transfer Plan must provide that tenant/participant receiving rental assistance through, or residing in a unit subsidized under, a covered housing program who is a victim of domestic violence, dating violence, sexual assault, or stalking qualifies for an emergency transfer if:

- a. The tenant/participant expressly requests the transfer; and
- b. Either:
  1. The tenant/participant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit; or

2. In the case of sexual assault, the tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit that the tenant is currently occupying, or the sexual assault occurred on the premise during the 90-day period preceding the date of the request for transfer. (See 24 CFR § 5.2005(e)(2).)

A tenant's reasonable belief that there is a threat of imminent harm from further violence may stem from an incident of domestic violence, dating violence, sexual assault, or stalking of a household member.

The Emergency Transfer Plan should also make clear that qualifying for an emergency transfer does not guarantee continued assistance under the program or a transfer to another covered housing program. The emergency transfer requirements do not supersede any eligibility or occupancy requirements that may apply under a covered housing program. (See 24 CFR 5.2005(e)(13).) For example, if a tenant qualifies for an emergency transfer to escape an abusive partner, but the tenant would not meet the program eligibility requirements, the tenant cannot be rehoused under that program.

## 12.2 Emergency Transfer Request

The PHA's Emergency Transfer Plan must indicate how a tenant/participant requests an emergency transfer. A PHA may either allow for a verbal self-certification, or require a written request before any transfer occurs. A PHA should include in its Emergency Transfer Plan and related VAWA policies whether verbal self-certification is sufficient to initiate an emergency transfer.

The verbal self-certification, if permitted, or the written request must include:

- a. A statement that the tenant requests an emergency transfer because the tenant/participant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the PHA; or
- b. A statement that the tenant requests an emergency transfer because the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-day period preceding the tenant's request for an emergency transfer.

HUD has created a model Emergency Transfer Request document that PHAs requiring written request for emergency transfer may use (form HUD-5383). PHAs using the emergency transfer request document must make it available to the tenant/participant. HUD's model Emergency Transfer Request document is available at [hud.gov/hudclips](http://hud.gov/hudclips).

The model Emergency Transfer Request document:

- Provides that victims of domestic violence, dating violence, sexual assault, or stalking may use this form to request an emergency transfer;
- May be used to certify that the victim meets the requirements of eligibility for an emergency transfer under VAWA;
- Defines the qualifications for an emergency transfer;
- Advises that victims that have third-party documentation that demonstrates why they are eligible for an emergency transfer should submit this information to the housing provider (PHA) if it is safe to do so;
- Describes the confidentiality protections under VAWA;

- Provides examples of third-party documentation;
- Requires that the victim answer 11 numbered questions, and provides the option to list any third-party documentation that may be voluntarily submitted;
- Clarifies that the name of the accused perpetrator does not have to be provided if it is unknown to the victim or it cannot be provided safely, as determined by the victim; and
- Requires the victim to certify to the truth and accuracy of the information being provided, and explains that false information could be the basis for denial of admission, termination of assistance, or eviction.

PHAs are encouraged to customize the model Emergency Transfer Request document to reflect the specific assistance provided under the particular covered housing program, and to their program operations that may pertain to or affect the emergency transfer provisions. For example, the model Emergency Transfer Request document does not include details about a PHA's emergency transfer policy because it is incumbent on the housing provider to provide such information in its Emergency Transfer Plan.

A PHA may also request in writing that the victim provide documentation of an occurrence of domestic violence, dating violence, sexual assault, or stalking in accordance with the regulation at 24 CFR 5.2007. However, no other documentation may be required to qualify the tenant for an emergency transfer.

### 12.3 Emergency Transfers Policies for the Public Housing Program

The VAWA Final Rule requires PHAs to establish policies for internal and external emergency transfers, which must be included in the Emergency Transfer Plan. (See 24 CFR 5.2005(e)(1).) Under the Public Housing program, PHAs administering public housing generally have discretion to establish policies for how they will treat transfer requests by a tenant; and transfers that may be determined to be mandatory by the PHA. A PHA may categorize these transfer types in a way that allows them to prioritize or otherwise make determinations about the urgency of a transfer. Common PHA terminology for transfers includes, but is not limited to: mandatory transfers, tenant requested transfers, and emergency transfers. The VAWA Final Rule did not change PHA authority to establish and define other transfer policies; it only requires that new policies be established for transfers under VAWA.

An internal emergency transfer is a move of a tenant to another unit assisted under the same program where the tenant would not be categorized as a new applicant. For example, a move from one public housing unit to another public housing unit owned by the same PHA.

**Note:** The Emergency Transfer Plan must allow a tenant to make an internal emergency transfer under VAWA when a safe unit is immediately available. The plan must also describe policies for assisting tenants when a safe unit is not immediately available. Those policies must ensure that requests for internal emergency transfers under VAWA receive, at a minimum, any applicable additional priority that housing providers may already provide to other types of emergency transfer requests.

An external emergency transfer refers to an emergency transfer of a tenant to another unit or form of assistance where the tenant would be categorized as a new applicant. For example, a move from a public housing unit owned by one PHA to a public housing unit owned by another PHA.

The Emergency Transfer Plan must describe reasonable efforts the PHA will take to assist a tenant who wishes to make an external emergency transfer when a safe unit is not immediately available. The Emergency Transfer Plan must include policies for assisting a tenant who is seeking an external emergency transfer under VAWA.

out of the public housing program or unit and a tenant who is seeking an external emergency transfer under VAWA into the public housing program or unit.

A tenant must be allowed to seek an internal and external emergency transfer concurrently if an internal safe unit is not immediately available. For example, if a PHA owns one public housing building and there are no vacancies in the foreseeable future, a victim may seek an internal and external emergency transfer concurrently, as there is no unit immediately available. In this instance, a PHA may decide to provide the victim a voucher (if available) or make other referrals as is described in their Emergency Transfer Plan.

HUD strongly encourages PHAs to consider the following when creating their external emergency transfer policies:

- Arrangements, including memoranda of understanding, with other covered housing providers to facilitate moves.
- Expedited application review processes for new housing units in situations where a new application would be required. If the PHA adopts an expedited application process, it must explain such measures in the Emergency Transfer Plan. Such processes may include, with the written consent of the victim of domestic violence, dating violence, sexual assault, or stalking, procedures which would allow the receiving PHA to accept and use the prior covered housing provider's determination of eligibility and tenant screening and all related verification information, including form HUD 50058 (Family Report). (See 24 CFR 960.203.)
- Outreach activities to organizations that assist or provide resources to victims of domestic violence, dating violence, sexual assault, or stalking. See Section 15 for additional guidance on developing partnerships with domestic violence service providers.
- Creation of an admissions preference for victims seeking an external emergency transfer from another VAWA covered housing provider. This would allow a victim to more quickly access an available unit under a program administered by the PHA without being placed on the bottom of an applicant waiting list. See Section 19 for additional guidance on adopting an admissions preference.
- A form to be completed by the PHA that the victim may share with prospective housing providers indicating that the victim is eligible for an emergency transfer, and is seeking an external emergency transfer because a safe unit is not immediately available.

## 12.4 Emergency Transfer Policies and the Housing Choice Voucher and PBV Program

### HCV

The VAWA Final Rule included a requirement that the Emergency Transfer Plan must describe policies for a tenant who has tenant-based assistance and who meets the requirements for an emergency transfer. (See 24 CFR 5.2005(e)(9).) As vouchers are inherently mobile, a victim who wants to move may request an emergency transfer under Section 12.2. If the victim requests to move outside of the PHA's jurisdiction, the portability regulations apply. (See Notice PIH 2016-09.)

PHAs are strongly encouraged to consider the following policies for inclusion in their Emergency Transfer Plan for participants with tenant-based assistance:

- Expediting administrative processes for participants who wish to move with their tenant-based assistance, including when the victim and perpetrator are members of the same household.
- References to the following:

- PHA's family break-up policy. (See 24 CFR 982.315.)
- Where a family can move with tenant-based assistance. (See 24 CFR 982.353.)
- Moves with continued tenant-based assistance. (See 24 CFR 982.354.)
- Preferences in other housing programs administered by the PHA.

HUD encourages PHAs to detail in their Emergency Transfer plan not only how vouchers will be provided to HCV participants seeking emergency transfers under VAWA, but also what transfer or referral options may be available if the family needs a temporary place to stay while conducting their housing search for a new unit to lease under the HCV program.

HUD notes that many of the policies noted above are features of the HCV program already in place that may be used by participants to move from their current unit to another unit that may provide for victim safety (e.g., moving with continued assistance, and portability.)

### Project-Based Voucher

Because owners receiving HAP on behalf of an HCV participant in PBV are not required to establish an Emergency Transfer Plan, it is the PHA that must have emergency transfer policies for PBV participants.

Unlike families receiving tenant-based assistance under the HCV program, PBV families cannot move with their project-based assistance, as the assistance is tied to the unit. Nonetheless, if a victim makes an emergency transfer request and has been living in the PBV unit for one year or more, the PHA must give the victim priority to receive the next available opportunity for continued tenant-based rental assistance. (See 24 CFR 983.261.) A family or member of the family is not required to give advanced written notice, with a copy to the PHA, of intent to vacate the PBV unit if the family moved to protect the health or safety of the victim.

PHAs must include in their Emergency Transfer Plan policies that address when:

- The victim has been living in a unit for less than one year; or
- The victim seeks to move sooner than a tenant-based voucher will be available.<sup>3</sup>

The PHA should refer the victim to other housing opportunities in the community as described in the PHA's Emergency Transfer Plan if:

- The PHA does not offer other assistance to the victim (because the victim has not lived in the PBV unit for one year);
- Tenant-based assistance is not immediately available; or
- Another safe PBV unit is not immediately available.

PHAs are strongly encouraged to consider the following policies for inclusion in their Emergency Transfer Plan for participants with project-based assistance:

- Expediting administrative processes for participants who wish to move to another available PBV unit administered by the PHA.
- Expediting administrative processes for participants wishing to move with tenant-based assistance.
- Establishing preferences in other housing programs administered by the PHA.

<sup>3</sup> If tenant-based assistance is not available at this time, the PHA must give the family priority to receive the next available opportunity for tenant-based assistance, even if they have left the unit to protect the family's safety.

As noted above, PHAs must include in their Emergency Transfer Plan policies for when the victim has been living in a PBV unit for less than one year. This is because the requirement that the PHA offer the family the opportunity for continued tenant-based rental assistance applies only when the family terminates the assisted lease after the first year of occupancy. (See 24 CFR 983.261.) This requirement does not apply to families within the first year of the lease. PHAs may have a policy to provide continued tenant-based rental assistance to victims making an emergency transfer request that have lived in a PBV unit for less than one year. Such families must be selected off the waiting list for the applicable program.

Note: The examples below include scenarios that are fact-intensive and are intended to be illustrative. Real-world cases of victims seeking VAWA protections must be approached in a way that takes in consideration the specifics of each case, and addressed pursuant to program requirements and PHA policy.

### 12.5 Handling Moves with Continued Tenant-Based Assistance

Victims of domestic violence, dating violence, sexual assault, or stalking, may need to move to protect their health or safety. The VAWA Final Rule provides several exceptions for such victims to enable them to move with continued assistance in the tenant-based voucher program.

In accordance with 24 CFR 982.354(c)(2)(iii), the PHA's policies on restricting timing and number of moves do not apply when the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the health or safety of the family or family member.

The VAWA Final Rule at 24 CFR 982.354 (HCV) and 24 CFR 983.261(c)(1) (PBV) provides that a PHA may not terminate assistance if the family, with or without prior notification to the PHA, has already moved out of a unit in violation of a lease, if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

### 12.6 Emergency Transfer Example - Public Housing

**Scenario:** Tenant approaches PHA informing them that they are a victim of dating violence and fearful of further violence. The household consists of the victim (head of household) and two children under the age of 18.

**Step 1:** The PHA provides the victim with the PHA's VAWA Notice of Occupancy Rights, when requested, so to ensure that they understand the rights and protections afforded them. If the PHA previously has not provided notification to the family members of their VAWA rights, then, in accordance with 24 CFR 5.2005(a)(2), the PHA must provide notice to the victim of their rights.

**Step 2:** The PHA can decide to accept the victim's verbal statement, or request documentation per 24 CFR 5.2007.

**Step 3:** The PHA accepts the documentation (if requested and provided as specified under 24 CFR 5.2007), or verbal statement for VAWA protections.

Step 4: The victim informs the PHA that they are seeking an emergency transfer and certifies that the victim meets the requirements for an emergency transfer. See the requirements for an emergency transfer at Section 2.

Step 5: The PHA can decide to accept the victim's statement, or request a written request for an emergency transfer.

Step 6: The PHA accepts the written request (if requested and provided as specified in 24 CFR 5.2005(e)(10)) or verbal statement.

Step 7: The PHA refers to their Emergency Transfer Plan to work with the victim and inform them of their options.

a. **Internal Emergency Transfer:** The PHA offers to put the victim on an internal emergency transfer waiting list. A safe unit is not immediately available within a reasonable time period. Because a safe unit is not immediately available, the PHA also explains external emergency transfer opportunities.

b. **External Emergency Transfer:**

- 1) The PHA offers to place the victim on the applicant list for their HCV program. A voucher is not immediately available.
- 2) The PHA provides the victim with a list of housing providers in the community for which the PHA has partnered to serve victims of domestic violence, dating violence, sexual assault, and stalking.

Step 8: The PHA informs the victim that local victim service providers may be able to assist them with identifying temporary shelter. The providers may have resources such as: safety planning, counseling, and emergency funding. The PHA provides the victim with contact information.

Step 9: The victim decides to stay in their current public housing unit until they are able to secure a voucher or another public housing unit. Although not required under the VAWA Final Rule, the PHA takes steps to reduce the threat of further violence against the victim: changing the victim's locks; installing better lighting around the perimeter of the building; and reminding the victim that they are allowed temporary absence from the unit in accordance with PHA policy. (See absence from unit at 24 CFR 982.312.)

Step 10: A public housing unit becomes available. The PHA notifies the victim of the availability of a unit and provides a tour of the unit.

Step 11: The victim determines the unit to be safe. The PHA expeditiously follows its policies for the move. A service provider funds the move of the victim's belongings.

## 12.7 Emergency Transfer Example – HCV

**Scenario:** Participant approaches PHA informing them that they are a victim of domestic violence and fearful for their safety if they remain in their current home. The victim and perpetrator are co-head members of the household.

Step 1: The PHA provides the victim with the PHA's VAWA Notice of Occupancy Rights, when requested, so to ensure that they understand the rights and protections afforded them. If the PHA previously has not provided notification to the family members of their VAWA rights, then, in accordance with 24 CFR 5.2005(a)(2), the PHA must provide notice to the victim of their rights PHA provides victim with VAWA Notice of Occupancy Rights.

Step 2: The PHA can decide to accept the victim's verbal statement, or request documentation per 24 CFR 5.2007.

Step 3: The PHA accepts the documentation (if requested and provided as specified under 24 CFR 5.2007) or verbal statement for VAWA protections.

Step 4: The victim informs the PHA that they are seeking an emergency transfer. See the requirements for an emergency transfer at Section 12.2.

Step 5: The PHA can decide to accept the victim's statement, if it meets the requirements discussed in Section 12.2, or request a written request for an emergency transfer.

Step 6: The PHA accepts the written request (if requested and provided as specified in 24 CFR 5.2005(e)(10)) or verbal statement.

Step 7: The PHA refers to their Emergency Transfer plan to work with the victim and inform them of their options. Because the victim and perpetrator are co-head members of the household, the PHA refers to its family break-up policy. When a family break-up results from the occurrence of domestic violence, the PHA must ensure that the victim retains assistance. (See 24 CFR 982.315(a).)

As part of a PHA's Emergency Transfer Plan, the PHA may choose to provide a voucher to facilitate the emergency transfer without having first terminated assistance to the perpetrator.

Step 8: The PHA informs the victim that local victim service providers may be able to assist them with identifying temporary shelter. The providers may have resources such as: safety planning, counseling, and emergency funding. The PHA provides the victim with contact information.

Step 9: The PHA issues a voucher to the victim.

Step 10: The PHA expedites the administrative process, consistent with due process protections, for carrying out the family break-up policies, and terminates the assistance of the perpetrator. The HAP contract is terminated automatically when program assistance for the family has been terminated. The lease terminates as a result of the HAP contract being terminated.

Step 11: The victim identifies a safe home and the PHA expeditiously inspects the unit, conducts a rent reasonableness determination, approves subsidy, prepares HAP contract, and the PHA and owner execute HAP contract. The victim moves into the new home.

### 12.8 Emergency Transfer Example – PBV

**Scenario:** Participant approaches PHA informing them that they are a victim of stalking and fearful for their safety if they remain in their current home. The victim is the head of household, and has lived in the PBV unit for more than one year.

Step 1: The PHA provides the victim with the PHA's VAWA Notice of Occupancy Rights, when requested, so to ensure that they understand the rights and protections afforded them. If the PHA previously has not provided notification to the family members of their VAWA rights, then, in accordance with 24 CFR 5.2005(a)(2), the PHA must provide notice to the victim of their rights.

Step 2: The PHA can decide to accept the victim's statement, or request documentation per 24 CFR 5.2007.



Step 3: The PHA accepts the documentation (if requested and provided as specified under 24 CFR 5.2007) or verbal statement for VAWA protections.

Step 4: The victim informs the PHA that they are seeking an emergency transfer. See the requirements for an emergency transfer at Section 12.2.

Step 5: The PHA can decide to accept the victim's statement, if it meets the requirements discussed in Section 12.2, or request a written request for an emergency transfer.

Step 6: The PHA accepts the written request (if requested and provided as specified in 24 CFR 5.2005(e)(10),) or verbal statement.

Step 7: The PHA refers to their Emergency Transfer plan to work with the victim and inform them of their options. Because the victim has lived in the PBV unit for more than one year, the victim may exercise their right to move per 24 CFR 983.261.

A voucher is not currently available.

The PHA follows its Emergency Transfer Plan for what actions it will take when a voucher is not immediately available. Based on its Emergency Transfer Plan, the PHA may:

- Offer to allow the tenant to move to another PBV unit at the same site if the individual deems the unit safe, or to a unit in another PBV project under the PHA.<sup>4</sup>
- Offer to place the victim on their Public Housing waiting list.
- Provide the victim with a list of housing providers in the community for which the PHA has partnered to serve victims of domestic violence, dating violence, sexual assault, and stalking.

Step 8: Using the list of housing providers provided by the PHA, the victim reaches out to other housing providers in the community. Two housing providers that the PHA has partnered with have a waiting list preference for victims seeking emergency transfers from the PHA, and the PHAs place the victim on the respective waiting lists.

Step 9: The PHA informs the victim that local victim service providers may be able to assist them with identifying temporary shelter while they await a housing offer if they choose not to remain in their PBV unit. The providers may have resources such as: safety planning, counseling, and emergency funding. The PHA provides the victim with contact information.

Step 10: The victim moves out of their current home to stay at a domestic violence shelter.

Step 11: After moving, the victim notifies the owner of their previous home that they moved out of the unit as a result of domestic violence by the other member of the household.

Step 12: The initial PHA does not yet have a voucher available. One of the two partnering housing providers notifies the victim that they have a unit available.

<sup>4</sup> HUD understands that a transfer to a unit within the same development in which the perpetrator resides might not be safe for victims. However, if the unit in the same development is the only one available this option should be available to the victim. The victim is in the best position to make this decision. (See 24 CFR 5.2005(e)(1)(iii).)

Step 13: The victim visits the unit and determines that it is safe. The victim chooses to move into their new object-based assisted unit instead of waiting for the next available voucher. As a result, the PHA does not provide tenant-based rental assistance to the family under 24 CFR 983.261.

## 13. Family Break-up

The occurrence of domestic violence, dating violence, sexual assault, or stalking may lead to the break-up of the assisted family in many instances. Family break-up involves terminating the assistance of the perpetrator while continuing the assistance to the victim, ensuring that the victim understands his or her rights, documenting the abuse, maintaining the confidentiality of the victim, and ensuring the safety of the victim. PHAs, not owners, are the covered housing provider for this activity. To help PHAs understand each of the steps involved with this process, this Notice presents the following scenarios.

Note: The examples below include scenarios that are fact-intensive. Real-world cases of victims seeking VAWA protections must be approached in a way that takes into consideration the specifics of each case, and addressed pursuant to program requirements and PHA policy.

### 13.1 Public Housing Scenario

Scenario: The victim informs the PHA that their family member is committing domestic violence against them, and they wish to retain assistance. The victim may choose to inform the PHA of the abuse after the PHA has notified the household that they are being evicted (due to criminal activity, for example), or at any other point.

Step 1: If the PHA previously has not provided notification to the family members of their VAWA rights, then in accordance with 24 CFR 5.2005(a)(2), the PHA must provide notice to the victim of their VAWA rights. If they have been previously notified of their VAWA rights, the PHA is encouraged to again provide the victim with the PHA's VAWA notice to ensure that they fully understand the rights and the protections afforded them.

Step 2: The PHA can decide to accept the victim's statement, or request documentation per 24 CFR 5.2007.

Step 3: Upon provision of documentation (if requested and provided as specified in 24 CFR 5.2007), the PHA is encouraged to ensure the victim knows of the upcoming notification of eviction of the perpetrator, including the exact date the notification will take place. As part of this notification to the victim, the PHA is encouraged to provide the victim with contact information of local victim service providers, providing the victim an opportunity to create a safety plan (e.g., the victim may need to leave the unit temporarily and stay in a domestic violence shelter until the eviction takes place). The PHA is encouraged to utilize any partnerships it may have established with local law enforcement and victim service providers to ensure the safety of the victim.

Step 4: The PHA begins the process to evict the perpetrator under 24 CFR 966.4(l)(5)(ii)(A), *Threat to other residents*. If the victim wants to move out of the unit for their safety, the PHA must first determine the tenant qualifies for an emergency transfer, and then follow its Emergency Transfer Plan. If the victim wants to stay in the unit, the PHA bifurcates the lease by evicting the perpetrator and allowing the victim to remain on the lease (Step 6). The PHA must expeditiously conduct an interim reexamination to determine the new rent computations.

Step 5: The PHA should provide the perpetrator with no more than 30 days (in most cases) notice of termination (24 CFR 966.4(l)(3)(i)(B).) If the perpetrator requests a grievance hearing, the PHA is encouraged to conduct an expedited grievance procedure (24 CFR 966.55(g)) after a determination of threat to health and safety. The perpetrator has a right to examine the PHA's documentation relevant to the eviction (24 CFR

966.4(m)). This means the perpetrator has a right to examine the relevant documentation the victim provided claiming VAWA protections which is required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program (this is an exception to the victim's confidentiality per 24 CFR 5.2007(c)(2)). To protect the victim's safety, any information that would reveal the location of the victim, or the location of any services that the victim is receiving must be maintained confidentially (e.g. redacted from the shared documentation), unless it meets the exception in 24 CFR 5.2007(c)(2)(ii).

PHAs are encouraged to consult a local domestic violence expert or victim service provider that has not worked with either the victim or perpetrator, to be on the grievance hearing panel.

The hearing officer or hearing panel provides the perpetrator with a written decision.

Step 6: If it is determined that the perpetrator did indeed commit the acts, the case will then be moved to eviction court.

### 13.2 HCV Scenario

Scenario: The victim informs the PHA that their family member is committing domestic violence, dating violence, sexual assault, or stalking against them, and the victim wishes to retain assistance. The victim may choose to inform the PHA of the abuse after the owner has notified the household that they are being evicted (due to criminal activity); or at any other point.

Step 1: The PHA provides the victim with the PHA's VAWA Notice of Occupancy Rights, after requested, so to ensure that the victim fully understands the rights and the protections afforded to them. If the PHA previously has not provided notification to the family members of their VAWA rights, e.g., an annual certification or lease renewal has not occurred since the effective date of the VAWA Final Rule, then the PHA must provide the VAWA Notice of Occupancy Rights. In accordance with 24 CFR 982.315(a)(2), the PHA must ensure that the victim retains the assistance if a family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking.

Step 2: The PHA can decide to accept the victim's statement, or request documentation per 24 CFR 5.2007.

Step 3: Upon provision of documentation (if requested and provided as specified in 24 CFR 5.2007), the PHA is encouraged to ensure the victim knows of the upcoming notification of termination of the perpetrator, including the exact date the notification will take place. As part of this notification to the victim, the PHA is encouraged to provide the victim with contact information of local victim service providers – providing the victim an opportunity to create a safety plan (e.g., even if the victim does not wish to move out of the unit, the victim may need to leave the unit temporarily and stay in a domestic violence shelter until the termination takes place, and/or obtain a protection order giving the victim possession of the apartment, and change the locks; and/or ask the owner to bifurcate the lease to remove the perpetrator from the lease).

Step 4: The PHA begins the process to terminate the perpetrator for violation of family obligations, 24 CFR 982.551(l), *Crime by household members*.

Step 5: The PHA must provide the perpetrator prompt written notice of termination (24 CFR 982.555(c)(2)). If the perpetrator requests an informal hearing, the PHA must proceed with the hearing in a reasonably expeditious manner upon request of the perpetrator (24 CFR 982.555(d)). The perpetrator has a right to examine the PHA's documentation directly relevant to the hearing (24 CFR 982.555(e)(2)(i)). Per 24 CFR 5.2007(c)(2)(ii) the PHA may disclose documentation required for use in an eviction or hearing regarding termination of assistance. The PHA must remove or otherwise withhold information that may place the victim

at risk of further violence. For example, if the victim has secured a temporary living situation and the location is included in the documentation, the PHA must remove or otherwise hide this information (i.e. blackout or redact).

PHAs are encouraged to consult a local domestic violence expert or victim service provider that has not worked with either the victim or perpetrator, to be on the informal hearing panel. The hearing officer or hearing panel provides the victim and the perpetrator with a written decision.

**Step 6:** If the victim wishes to move, the PHA is encouraged to assist the victim in negotiating a mutual rescission of the lease, if needed. If the victim moves out of the unit in violation of the lease (in order to protect the health or safety of the victim), the PHA must allow the victim in the tenant-based voucher program to move with continued tenant-based assistance (24 CFR 982.314(b)(4), 982.353(b)). Termination of the HAP for the family results in the termination of the lease.

### 13.3 HUD-VASH

In HUD-Veterans Affairs Supportive Housing (HUD-VASH), when a veteran's family member is receiving protection as a victim of domestic violence, dating violence, sexual assault, or stalking, and the veteran is the perpetrator of such violence, the victim must continue to be assisted.

Upon termination of the perpetrator's HUD-VASH voucher due to the perpetrator's acts of domestic violence, dating violence, sexual assault, or stalking, the victim receiving protections under 24 CFR part 5, subpart L should be given a regular HCV if one is available, and the perpetrator's HUD-VASH voucher should be used to serve another eligible veteran family. If a regular HCV is not available for the victim, the perpetrator must be terminated from assistance, and the victim will continue to utilize the HUD-VASH voucher. In the case of the victim utilizing the HUD-VASH voucher upon termination of the perpetrator, this HUD-VASH voucher must be issued to another eligible veteran family upon the voucher's turnover.

## 14. Record Keeping and Reporting Requirements

The VAWA Final Rule requires PHAs to keep confidential records of all emergency transfers requested under its Emergency Transfer Plan, and the outcomes of such requests, and retain these records for a period of three years, or for a period of time as specified in program regulations. (See 24 CFR 5.2005(e)(12).)

The VAWA Final Rule further requires that these requests and outcomes of such requests be reported to HUD annually. The requirement to report this information to HUD is not in effect until:

- a. PHAs begins to provide emergency transfers, and
- b. HUD completes the Paperwork Reduction Act requirements.

HUD will communicate additional details about the record keeping requirement at a later date. Until such time, PHAs are not required to report this information to HUD. HUD notes that it would be beneficial for PHAs to maintain this information to facilitate future reporting to HUD.

## 15. Developing Partnerships with Victim Service Providers

HUD encourages ongoing PHA efforts to strengthen access to supportive services for victims of domestic violence, dating violence, sexual assault, or stalking. Successful PHAs have developed valuable relationships with domestic violence victim advocates, legal aid services, and law enforcement agencies to ensure that victims are getting the necessary supportive services they need. These relationships have bolstered PHA awareness of domestic violence, dating violence, sexual assault, and stalking. Most importantly, these efforts have saved lives and resulted in victims accessing critical supportive services to rebuild their lives.

HUD also encourages PHAs to share their best practices in developing a strong domestic violence, dating violence, sexual assault, or stalking education and service program. Such practices have included:

- Participating in regular domestic violence working groups with domestic violence victim advocates, legal aid services, and law enforcement agencies;
- Inviting domestic violence victim advocates to speak to resident groups, PHA governing board, and employees;
- Providing easy-to-access and easy-to-understand information pamphlets;
- Facilitating counseling and support groups through available community space;
- Working with domestic violence victim advocates to make policy changes to better protect victims; and
- Establishing tenant admission preferences to prioritize victims for housing assistance, including victims referred through the local Continuum of Care (CoC).

These efforts can also help a PHA identify local domestic violence experts for participation in grievance hearings, informal hearings, or informal reviews.

The U.S. Department of Justice Office on Violence Against Women maintains resources that may be of assistance to communities seeking to learn more about domestic violence, dating violence, sexual assault, and stalking, or those seeking contact information for national advocacy groups. This information is available at <https://www.justice.gov/ovw>.

## 16. Lease Bifurcation

In accordance with 24 CFR 5.2009(a), PHAs or owners may choose to bifurcate a lease, or remove a household member or lawful occupant from a lease to evict, remove, terminate occupancy rights, or terminate assistance to such member who engage in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual. Bifurcation must be consistent with Section 17 of the Notice.

Eviction, removal, termination of occupancy rights, or termination of assistance must be effected in accordance with the procedures prescribed by federal, state, or local law for termination of leases. For example, some jurisdictions may prohibit partial or single tenant evictions.

Court-ordered eviction of the perpetrator pursuant to applicable laws results in the underlying lease becoming null and void once the PHA regains possession of the unit. The PHA or owner would then execute a new lease with the victim. HUD also encourages PHAs and owners to simultaneously attempt to reach agreement to the mutual termination of the lease, if it is safe to do so.

## 16.1 Owner Lease Bifurcation

Instances where the owner allows for lease bifurcation as remedy to an incident of domestic violence, dating violence, sexual assault, or stalking, the owner may (but is not required to) bifurcate the lease, which evicts or removes the perpetrator from the unit without evicting or removing the victim from the unit. (See 24 CFR 5.2009(a).) If the owner does bifurcate the lease, the owner must immediately notify the PHA of the change in the lease and provide a copy of all such changes to the PHA. (See 24 CFR 982.308(g) for tenant-based HCV and 24 CFR 983.256(e) for PBV.) Except for PHA-owned units, the PHA is not a party to the lease and therefore cannot bifurcate a lease agreement between an owner and a tenant. It is up to the owner to bifurcate the family's lease to evict or remove the perpetrator from the unit.

Bifurcating the lease and evicting certain family members may have consequences for both the owner and the family. For example, a change in family size and composition may impact the determination of the appropriate number of bedrooms and the amount of subsidy paid by the PHA to the owner. To the extent that the change would adversely impact the subsidy standard for the family, PHAs may grant an exception to its established subsidy standards if the PHA determines that the exception is justified by the age, sex, health, handicap, or relationship of family members, or other personal circumstances. (See 24 CFR 982.402(b)(8).) A PHA may adopt a policy to include an instance of domestic violence, dating violence, sexual assault, or stalking under other personal circumstances.

A best practice in the event an owner will bifurcate the lease as a result of domestic violence, dating violence, sexual assault, or stalking, is for the owner to refer the family to the PHA in advance of the bifurcation. This may allow the PHA to offer assistance or otherwise provide service referrals to the victim in advance of the bifurcation.

## 17. Reasonable Time to Establish Eligibility Following Bifurcation of a Lease.

The VAWA Final Rule at 24 CFR 5.2009(b) establishes a reasonable time to establish eligibility under the covered housing program or find alternative housing following lease bifurcation in situations where the individual who was evicted or whom assistance was terminated was the eligible tenant. This would only be an issue for mixed families, where assistance is being provided to the perpetrator and the victim is a member of the household who hasn't contended eligible immigration status.

If a PHA or owner exercises the option to bifurcate a lease, and the individual who was evicted or for whom assistance was terminated was the eligible tenant, the covered housing provider must provide to any remaining tenant or tenants that were not already eligible a period of 30 calendar days from the date of bifurcation of the lease to:

- a) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
- b) Establish eligibility under another covered housing program; or
- c) Find alternative housing.

The VAWA Final Rule allows for 90 days except where prohibited by statute. HUD clarified in the VAWA Final Rule that the 90-day time period does not apply to the HCV and Public Housing programs. Assistance is limited to 30 days if the remaining family member has not submitted documentation evidencing a

satisfactory immigration status or a pending appeal of a verification determination of the family member's immigration status. This is because Section 214 of the Housing and Community Development Act of 1980 (42 U.S.C. 1436a(d)(4)(A)) requires that assistance under these programs be terminated after 30 days if the remaining family members cannot indicate they have a satisfactory immigration status.

**Public Housing** – The PHA must not initiate eviction procedures until 30 days after the lease bifurcation.

**HCV** – The PHA must not stop paying HAP until 30 days after the owner bifurcates the lease to evict the perpetrator. The PHA may pay HAP for the full month if the 30-day period will end mid-month. If the victim requests to move, the PHA should not issue a new voucher until eligibility has been determined.

For the HCV program, the victim and PHA do not have to wait for an owner to bifurcate the lease for the PHA to offer continued assistance for the unit (where victim is planning to stay in the unit). While the family would not have to wait for bifurcation to occur, it would have to wait for eligibility to be determined if the victim was planning on moving with the assistance.

## **18. Termination of the Victim Due to "Actual and Imminent Threat" and Any Violation Not Premised on an Act of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

The VAWA Final Rule at 24 CFR 5.2005 prohibits denial of admission or assistance; termination from participation, or eviction on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

However, the VAWA Final Rule does not prohibit a PHA or owner from evicting or terminating assistance for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. (See 24 CFR 5.2005(d)(2).)

The rule does not prohibit the PHA or owner from terminating assistance or evicting a tenant if the PHA or owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to the property would be present if that tenant or lawful occupant is not evicted or terminated from assistance. (See 24 CFR 5.2005(d)(3).) In order to demonstrate an actual and imminent threat to other tenants or employees at the property, the PHA must have objective evidence of words, gestures, actions, or other indicators that meet the standards in the following definition:

Actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk;
- The nature and severity of the potential harm;
- The likelihood that the potential harm will occur; and
- The length of time before the potential harm would occur.

Eviction or termination of assistance should only be used by a PHA or owner when there are no other actions or remedies to reduce or eliminate the threat, including when actions or remedies are unavailable. This is the case

even when time periods could reasonably be called "immediate." Some possible actions for a PHA or owner to take to reduce or eliminate the threat are listed at 24 CFR 5.2005(d)(4) and in this Section. HUD encourages PHAs and owners to work with local law enforcement to prevent or remedy instances where a threat may occur to better protect the victim and other tenants in the community.

A PHA may consider the following actions to reduce or eliminate an "actual and imminent" threat:

- a) Barring the perpetrator from the property;
- b) Changing the victim's locks;
- c) Installing basic security features (e.g., better lighting or an alarm);
- d) Encouraging the victim to seek an emergency transfer;
- e) Allowing an early lease termination;
- f) Allowing the victim temporary absence from the assisted unit;
- g) Helping the victim access available services and support (e.g., providing information for a local victim service provider and civil legal assistance providers, to help the victim get any necessary court orders); and/or
- h) Working with police and victim service providers to develop a safety plan for the property and victim.

## 19. Establishing Waiting List Preferences

The VAWA Final Rule clarifies that PHAs may establish preference for victims of dating violence, sexual assault, and stalking, in addition to domestic violence. (See 24 CFR 960.206(b)(4), 982.207(b)(4).) PHAs should consider whether to adopt a local preference for admission of families that include victims of domestic violence, dating violence, sexual assault, or stalking.

A PHA's system of local preferences must be based on local housing needs and priorities by using generally accepted data sources and information obtained through the PHA Plan public comment process. HUD encourages PHAs to work collaboratively with health care providers, social service providers, homeless services providers, Continuums of Care (CoCs), and local offices of government and community organizations to establish a system of preferences based on local housing needs collectively identified by the community.

HUD recommends that a PHA's local housing needs assessment specifically include people experiencing domestic violence, dating violence, sexual assault, and stalking.

PHAs may create a preference or limited preference specifically for people who are referred by a partnering service organization or consortia of organizations. The PHA may not limit the source of referrals to an agency, organization, or consortia that denies its services to members of any Federally protected class under fair housing laws, e.g., race, color, religion, national origin, sex, disability, or familial status. For example, a PHA may not limit the source of referrals to only service providers of female victims of domestic violence, dating violence, sexual assault, or stalking.



## 20. Homeownership: Move with Continued Tenant-Based Assistance

The VAWA Final Rule introduced two new protections under the Homeownership Voucher Program at 24 CFR 982.637.

1. An exception was created to the prohibition of PHAs offering continued tenant-based assistance for occupancy of a new unit so long as any family member owns any title or other interest in the prior home. (See 24 CFR 982.637(a)(2).) When a family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, and the move is needed to protect the health or safety of the family or family member (or any family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move), such family or family member may be assisted with continued tenant-based assistance even if such family or family member owns any title or other interest in the prior home.
2. An exception was created to the flexibility PHAs have to establish policies that prohibit more than one move by the family during any one-year period. A PHA must make an exception to its policy on number of moves for when the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, and the move is needed to protect the health or safety of the family or family member, or any family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move. (See 24 CFR 982.637(a)(3).)

A PHA must not continue homeownership assistance to a participant after commencing tenant-based rental assistance. Per 24 CFR 982.352(c)(2), a family may not receive the benefit of tenant-based assistance while receiving the benefit of other Section 8 assistance (including other tenant-based assistance). Additionally, per CFR 982.633(a), if the family moves out of the home, the PHA may not continue homeownership assistance after the month when the family moves out.

Once a PHA has commenced tenant-based rental assistance and the participant is no longer a participant in the homeownership program, the participant's sale of the home or the participant's potential loss of the home due to foreclosure must not affect the participant's continued participation in the HCV program. Specifically, a PHA's obligation under 24 CFR 982.638(d) to terminate voucher homeownership assistance upon mortgage foreclosure only applies while the participant is still in the homeownership program, and does not apply to the termination of tenant-based rental assistance for a participant who is no longer in the homeownership program. Additionally, 24 CFR 982.625(h) requires that the PHA must not recapture voucher homeownership assistance on the sale or refinancing of a home purchased with assistance under the homeownership option.

## 21. Owners in the HCV Program

### 21.1 Notification to Owners

Educating owners on their rights and responsibilities under VAWA may lead to greater compliance, resulting in increased victim safety. HUD encourages PHAs to identify opportunities to provide notice and/or training to owners participating in the HCV program of their rights and obligations under VAWA.

PHAs are encouraged to attach the PHA's Emergency Transfer Plan, and form HUD-5382 to the notice they provide to owners.

To assist the efforts of PHAs in providing notice to owners, a template that can be amended to reflect local needs and protections has been attached to this notice. The use of this template is entirely optional and HUD encourages PHAs that choose to issue notice to owners to determine what is most appropriate for their community. PHAs may also choose not to provide notice, instead relying on the VAWA information contained in the HAP contract.

## 21.2 Mandatory Owner Obligations Under VAWA

The following chart lists mandatory obligations of owners under VAWA. The chart references the section of this Notice that describes in more detail the specific obligation.

Activity	Description	Applicable Section(s) of Notice
Tenancy Screening and Eviction	An Owner must not deny the tenancy of an applicant, or evict a tenant on the basis or as a <i>direct result</i> of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation or occupancy.	7
Certification or Documentation	Owners are not required to ask for documentation when an individual presents a claim for VAWA protections. If the owner chooses to request an individual to document their claim of domestic violence, dating violence, sexual assault, or stalking, the owner must make such request in writing. The individual may satisfy this request by providing any one document type listed under 24 CFR 5.2007(b)(1). Exceptions to this provision in cases of conflicting documentation.	8
Victim Confidentiality	Information submitted to an owner, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, must be maintained in confidence.	11

## 21.3 Lease Revision Resulting from Domestic Violence, Dating Violence, Sexual Assault, or Stalking

PHAs may encourage owners to allow tenants out of their lease if a family member is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and the family needs to move out to protect the health or safety of the victim. The PHA may not terminate assistance if the family moves out of the unit without prior notification as required by 24 CFR 982.354, in violation of the lease in order to protect the health or safety of the victim, as the victim reasonably believed they were imminently threatened by harm from further

violence if they remained in the dwelling unit. Similarly, if the family moves out of the assisted unit in violation of the lease in order to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, and has otherwise complied with all other obligation under the HCV program, the family may receive a voucher from the PHA and move to another jurisdiction. (See 24 CFR 982.353(b).) However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's move or request to move is not required to believe that they were threatened with imminent harm from further violence if they remained in the dwelling unit.

State or local law may have protections for victims beyond those in VAWA or HUD regulations. Nothing in VAWA should be construed to supersede any provision of any Federal, State, or local law that provides greater protection than VAWA for victims of domestic violence, dating violence, sexual assault, or stalking; as such, owners in jurisdictions that provide greater protections for victims must grant those protections for victims.

When the entire family moves from the contract unit for any reason, including to protect the health or safety of the family member that is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, the HAP contract terminates automatically. The PHA must not pay HAP to the owner of the previously occupied unit once the family moves out.

If the perpetrator remains in the unit, the PHA continues to pay the owner until the PHA terminates the perpetrator from the HCV program.

If the HAP contract terminates for any reason, the lease terminates automatically. (See forms HUD-52641, 52642, and 52530(c).) If a family moves out of the property at any time during the month, the owner may keep the housing assistance payment (HAP) for the month when the family moves out of the unit (24 CFR 982.311(d)(1)).

In the event the PHA executes a new HAP contract with a new owner after the victim moves out of the original unit to protect his or her health or safety, the PHA must not disclose the victim's new address (or any other information collected on the new HAP contract) to the original owner, as the information collected in the HAP contract is protected by the Privacy Act.

## **22. Assistance Under More Than One Covered Housing Program**

When assistance is provided under more than one covered housing program and there is a conflict between VAWA protections or remedies under those programs, the individual seeking the VAWA protections or remedies may choose to use the protections or remedies under any or all of those programs, as long as the protections or remedies would be feasible and permissible under each of the program statutes.

Where housing is covered under multiple HUD programs, the responsible housing provider under each program will provide the required VAWA Notice of Occupancy Rights and certification form, and tenants may request emergency transfers or lease bifurcation under any applicable program, unless prohibited from doing so because of statutory constraints.

**Example:** HOME Investment Partnership Program (HOME) funds were used for the rehabilitation of a development that also has 20% of units under PBV. In this scenario, both the PHA and owner are covered housing providers under the respective programs. The PHA must follow the requirements of VAWA under

PBV, and the owner must follow the VAWA requirements under PBV and HOME. A victim seeking VAWA protections, e.g., an emergency transfer, may seek an emergency transfer from under either or both covered housing programs.

## 23. Fair Housing and Nondiscrimination

Housing providers must comply with all applicable fair housing and civil rights laws and requirements in the implementation of VAWA requirements. This includes, but is not limited to, the Fair Housing Act, Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act. (See 24 CFR 5.105(a).) For example, housing providers must provide reasonable accommodations for individuals with disabilities, such as a reasonable accommodation to any requirement that the emergency transfer request be in writing, and must help certain individuals put their request in writing, if requested or where the need for such assistance is obvious. Individuals with disabilities may request a reasonable accommodation at any time to any program rules, policies, or practices that may be necessary. Housing providers must meet physical accessibility requirements when making emergency and other transfers, which may include making physical modifications to dwelling units and common use areas.

Housing providers must also ensure that communications and materials are provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities consistent with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and their implementing regulations. Housing providers must provide appropriate auxiliary aids and services necessary to ensure effective communication, which includes ensuring that information is provided in appropriate accessible formats as needed, e.g., Braille, audio, large type, assistive listening devices, and sign language interpreters. Housing providers must also take reasonable steps to ensure meaningful access to their programs and activities to LEP individuals. Please see the Department's Final Guidance to Federal Financial Assistance Recipients: Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (LEP Guidance), [http://www.lep.gov/guidance/HUD\\_guidance\\_Jan07.pdf](http://www.lep.gov/guidance/HUD_guidance_Jan07.pdf).

## 24. Paperwork Reduction Act

The information collection requirements contained in this notice has been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (22 U.S.C. 2501-3520) and assigned OMB control number 2577-0286. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

## 25. Contact Information

Questions concerning this Notice should be directed to your local HUD Field Office of Public Housing. Persons with hearing or speech impairments may access their field office via TTY by calling the Federal Information Relay Service at (800) 877-8339.

/s/  
Jemine A. Bryon  
General Deputy Assistant Secretary for  
Public and Indian Housing

## Appendix I: Discretionary Policies and Procedures

Subject	Regulatory Citation	Notice PIH 2017-08 Section	Discretionary Policies and Procedures
Form HUD-5382	24 CFR 5.2005(a)	8	<ul style="list-style-type: none"> <li>How and where will the form be made available?</li> </ul>
Certification or Documentation	24 CFR 5.2007	8	<ul style="list-style-type: none"> <li>Will the PHA ask for documentation when an individual presents a claim for VAWA protections, and if so, under what circumstances?</li> <li>When will the PHA exercise discretion?</li> <li>How will the PHA define the term "other evidence"?</li> <li>Will the PHA require submission of documentation within 14 business days?</li> <li>Will the PHA provide for greater time?</li> <li>Under what circumstances will greater time be allowed?</li> <li>How long will the PHA take to acknowledge receipt of documentation?</li> </ul>
5-Year Plan	24 CFR 903.6	9	<ul style="list-style-type: none"> <li>What are the PHA's goals and objectives to serve the needs of victims?</li> <li>What activities, policies, or programs will the PHA undertake beyond those required to enable it to serve the needs of victims?</li> </ul>
Annual Plan	24 CFR 903.7	9	<ul style="list-style-type: none"> <li>Will the PHA offer any domestic violence, dating violence, sexual assault, or stalking prevention programs?</li> <li>Will the PHA offer any activities, services, or programs either directly or in partnership with other service providers beyond those required?</li> <li>Will the PHA offer any activities, services, or programs provided or offered by a PHA that help child and adult victims obtain or maintain housing beyond those required?</li> <li>Will the PHA offer any activities, services, or programs either directly or in partnership with other service providers to enhance victim safety in assisted families?</li> </ul>

Subject	Regulatory Citation	Notice PIH 2017-08 Section	Discretionary Policies and Procedures
HCV Administrative Plan	24 CFR 982.54	9	<ul style="list-style-type: none"> <li>• Does the PHA have any policies regarding domestic violence, dating violence, sexual assault, or stalking, beyond those required?</li> <li>• Under what conditions will an extension of the 14 business day period for submitting documentation be allowed?</li> <li>• Under what conditions will a perpetrator of domestic violence, dating violence, sexual assault or stalking be allowed to rejoin the household upon request of the family?</li> <li>• Will the PHA have a waiting list preference for victims of domestic violence, dating violence, sexual assault, or stalking?</li> </ul>
Public Housing ACOP		9	<ul style="list-style-type: none"> <li>• Does the PHA have policies regarding domestic violence, dating violence, sexual assault, or stalking, beyond those required?</li> <li>• Under what conditions will extensions of the 14-business day period for submitting documentation be allowed?</li> <li>• Under what conditions will a perpetrator of domestic violence, dating violence, sexual assault or stalking be allowed to rejoin the household upon request of the family?</li> <li>• Will the PHA have a waiting list preference for victims of domestic violence, dating violence, sexual assault, or stalking?</li> </ul>
Public Housing Lease	24 CFR 5.2005(a)(4) and 966.4	9	<ul style="list-style-type: none"> <li>• What remedies will be made available to victims of domestic violence, dating violence, sexual assault, or stalking beyond those required?</li> </ul>
VAWA Notice of Occupancy Rights	24 CFR 5.2005(a)	10	<ul style="list-style-type: none"> <li>• If there will be no recertification or lease renewal during the first year, how will the PHA provide the VAWA Notice of Occupancy Rights to each applicant, tenant, or participant?</li> </ul>

Subject	Regulatory Citation	Notice PIH 2017-08 Section	Discretionary Policies and Procedures
Victim Confidentiality	24 CFR 5.2007	11	<ul style="list-style-type: none"> <li>• Who will have access to VAWA information?</li> <li>• How will information be stored and secured?</li> <li>• How will information be accessed?</li> <li>• Who are the PHA's VAWA points of contacts for tenants/participants?</li> <li>• How will the PHA determine appropriate communications with victim?</li> <li>• What procedures will the PHA undertake to ensure others will not overhear conversations with victims?</li> <li>• Will victims be required to come into a PHA office?</li> <li>• Will the PHA suggest that a victim designate a point of contact for communications?</li> </ul>
Emergency Transfer Plan	24 CFR 5.2005(e)	12	<ul style="list-style-type: none"> <li>• Will the PHA accept verbal-certification or require a written request?</li> <li>• Will the PHA require the use of the emergency transfer request document?</li> <li>• How will the PHA define immediately available and reasonable time?</li> <li>• What efforts will the PHA make to assist a tenant who wishes to make an external emergency transfer?</li> <li>• What arrangements, including memoranda of understanding, with other covered housing providers will the PHA undertake to facilitate moves (internal and external)?</li> <li>• What outreach activities will the PHA conduct to organizations that assist or provide resources to victims?</li> <li>• Will the PHA adopt admissions preference for victims seeking an external emergency transfer from another VAWA covered housing provider?</li> <li>• Will the PHA expedite administrative processes for participants who wish to move with their tenant-based assistance, including expedited unit inspections?</li> </ul>

Subject	Regulatory Citation	Notice PIH 2017-08 Section	Discretionary Policies and Procedures
Partnerships		15	<ul style="list-style-type: none"> <li>• What partnerships with domestic violence victim advocates, legal aid services, and law enforcement agencies will the PHA develop to further VAWA protections?</li> <li>• Will the PHA participate in domestic violence working groups?</li> <li>• Will the PHA invite domestic violence victim advocates to speak to resident groups, PHA governing board, and employees?</li> <li>• Will the PHA create pamphlets, posters, and other media to help inform applicants, tenants, and participants about the VAWA protections available to them?</li> <li>• Will the PHA facilitate counseling and support groups through available PHA or community space?</li> </ul>
Lease Bifurcation	24 CFR 5.2009(a)	16	<ul style="list-style-type: none"> <li>• Will the PHA offer lease bifurcation?</li> </ul>
Conflicting Claims of Abuse	24 CFR 5.2007(b)(2)	8	<ul style="list-style-type: none"> <li>• What will the PHA do in cases of conflicting third-party documentation?</li> <li>• Will hearings include a trained third party with experience in adjudicating domestic violence cases?</li> </ul>
Waiting List Preferences	24 CFR 960(b)(4), 982.207(b)(4)	19	<ul style="list-style-type: none"> <li>• Will the PHA adopt waiting list preferences for victims?</li> <li>• What priority will be given to victims?</li> <li>• Will the PHA treat external emergency transfer victims the same or different than other victims not previously assisted under a covered housing program?</li> <li>• Will the PHA limit the preference to persons referred by a partnering service organization or consortia of organizations?</li> </ul>



Subject	Regulatory Citation	Notice PIH 2017-08 Section	Discretionary Policies and Procedures
Notification to Owners		21, Appendix II	<ul style="list-style-type: none"> <li>• Will the PHA provide notice to owners participating in the HCV program of their rights and obligations under VAWA?</li> <li>• Are there State or local laws that provide greater protections than those provided under VAWA that an owner should be made aware of?</li> <li>• Will the PHA provide contact information for local service providers?</li> <li>• How should the owner contact the PHA regarding instances of domestic violence, dating violence, sexual assault, or stalking by or against tenants?</li> </ul>

## Appendix II: Model Owner Notification of Rights and Obligations

[Insert Name of Housing Provider]  
**NOTIFICATION OF YOUR RIGHTS AND OBLIGATIONS  
UNDER THE VIOLENCE AGAINST WOMEN ACT (VAWA)**

VAWA provides protections for Section 8 Housing Choice Voucher (HCV) and PBV applicants, tenants, and participants from being denied assistance on the basis or as a direct result of being a victim of domestic violence, dating violence, sexual assault and stalking.

### Purpose

Many of VAWA's protections to victims of domestic violence, dating violence, sexual assault and stalking involve action by the public housing agency (PHA), but some situations involve action by owners of assisted housing. The purpose of this notice (herein called "Notice") is to explain your rights and obligations under VAWA, as an owner of housing assisted through [insert name of housing provider] HCV program. Each component of this Notice also provides citations to HUD's applicable regulations.

### Denial of Tenancy

*Protections for applicants:* Owners cannot deny tenancy based on the applicant having been or currently being a victim of domestic violence, dating violence, sexual assault, or stalking. However, the applicant must be otherwise eligible for tenancy. (See 24 Code of Federal Regulations (CFR) 982.452(b)(1).)

### Eviction

*Protections for HCV participants:* Incidents or threats of domestic violence, dating violence, sexual assault, or stalking will not be considered a serious or repeated lease violation by the victim, or good cause to terminate the tenancy of the victim (24 CFR 5.2005(c)). Protection also applies to criminal activity related directly to domestic violence, dating violence, sexual assault, or stalking, conducted by a member of a tenant's household or any guest or other person under the tenant's control, if the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking (24 CFR 5.2005(b)(2)).

#### *Limitations of VAWA protections:*

- a. Nothing in the VAWA Final Rule limits the authority of an owner, when notified of a court order, to comply with a court order with respect to (24 CFR 5.2005(d)(1)):
  - 1) The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
  - 2) The distribution or possession of property among members of a household in a case.
- b. Nothing in the VAWA Final Rule limits an owner from evicting a victim of domestic violence, dating violence, sexual assault, or stalking for a lease violation that is not premised on an act of domestic violence, dating violence, sexual assault, or stalking, as long as the owner does not subject the victim to more demanding standards than other tenants when deciding whether to evict. (See 24 CFR 5.2005(d)(2).)
- c. Nothing in the VAWA Final Rule limits an owner from evicting a tenant (including the victim of domestic violence, dating violence, sexual assault, or stalking) if the owner can demonstrate an actual and imminent

threat to other tenants or those employed at or providing services to the HCV property would be present if the tenant or lawful occupant is not evicted. (See 24 CFR 5.2005(d)(3).)

- i. In this context, words, gestures, actions, or other indicators will be considered an "actual and imminent threat" if they meet the following standards: An actual and imminent threat consists of a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. (See 24 CFR 5.2003.)
- ii. Any eviction due to "actual and imminent threat" should be utilized by an owner only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. (See 24 CFR 5.2005(d)(4).)

#### Documentation of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

If an applicant or tenant requests VAWA protection based on status as a victim of domestic violence, dating violence, sexual assault, or stalking, the owner has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. However, nothing in HUD's regulation requires a covered housing provider to request this documentation. (See 24 CFR 5.2007(b)(3).)

If the owner chooses to request this documentation, the owner must make such request in writing. The individual may satisfy this request by providing any one document type listed under 24 CFR 5.2007(b)(1):

- a. Form HUD-55383 (Self-Certification Form); or
- b. A document:
  - 1) Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional or a mental health professional (collectively, "professional") from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse;
  - 2) Signed by the applicant or tenant; and
  - 3) That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under 24 CFR part 5, subpart L, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under 24 CFR 5.2003;or
- c. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- d. At the discretion of a covered housing provider, a statement or other evidence provided by the applicant or tenant.

The owner must accept any of the above items (a – c). The owner has discretion to accept a statement or other evidence (d).

The owner is prohibited from requiring third-party documentation of the domestic violence, dating violence, sexual assault, or stalking, unless the submitted documentation contains conflicting information.

If the owner makes a written request for documentation, the owner may require submission of that documentation within 14 business days after the date that the individual received the written request for documentation. (24 CFR 5.2007(a)(2)). The owner may extend this time period at its discretion. During the 14 business day period and any granted extensions of that time, no adverse actions, such as evictions or terminations, can be taken against the individual requesting VAWA protection.

Once a victim provides documentation of domestic violence, dating violence, sexual assault, or stalking, the owner is encouraged to acknowledge receipt of the documentation in a timely manner.

If the applicant or tenant fails to provide documentation that meets the criteria in 24 CFR 5.2007 within 14 business days after receiving the written request for that documentation or within the designated extension period, nothing in VAWA Final Rule may be construed to limit the authority of the covered housing provider to:

- a. Deny admission by the applicant or tenant to the housing or program;
- b. Deny assistance under the covered housing program to the applicant or tenant;
- c. Terminate the participation of the tenant in the covered housing program; or
- d. Evict the tenant, or a lawful occupant that commits a violation of a lease.

An individual's failure to timely provide documentation of domestic violence, dating violence, sexual assault, or stalking does not result in a waiver of the individual's right to challenge the denial of assistance or termination, nor does it preclude the individual's ability to raise an incident of domestic violence, dating violence, sexual assault, or stalking at eviction or termination proceedings.

## Moves

A victim of domestic violence, dating violence, sexual assault, or stalking may move in violation of their lease if the move is required to protect their safety. If a move results in the termination of the Housing Assistance Payment Contract, the lease is automatically terminated.

## Lease Bifurcation

Owners may choose to bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual. (See 24 CFR 5.2009(a).) If an owner chooses to bifurcate the lease, the owner must comply with the reasonable time to establish eligibility under the covered housing program or find alternative housing following lease bifurcation provision in 24 CFR 5.2009(b). VAWA protections, including bifurcation, do not apply to guests or unreported members of a household or anyone else residing in a household who is not a tenant.

Eviction, removal, termination of occupancy rights, or termination of assistance must be effected in accordance with the procedures prescribed by federal, state, or local law for termination of leases.

To avoid unnecessary delay in the bifurcation process, HUD recommends that owners seek court-ordered eviction of the perpetrator pursuant to applicable laws. This process results in the underlying lease becoming null and void once the owner regains possession of the unit. The owner would then execute a new lease with the victim.

## Evictions Due to "Actual and Imminent Threat" or Violations Not Premised on Abuse

The VAWA Final Rule generally prohibits eviction on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for assistance, participation or occupancy. (See 24 CFR 5.2005.)

However, the VAWA Final Rule does not prohibit an owner from evicting a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. Nor does the VAWA Final Rule prohibit an owner from evicting a tenant if the owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to property of the owner would be present if that tenant or lawful occupant is not evicted or terminated from assistance. (See 5.2005(d)(2) and (3).)

In order to demonstrate an actual and imminent threat to other tenants or employees at the property, the covered housing provider must have objective evidence of words, gestures, actions, or other indicators that meet the standards in the following definition:

Actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk;
- The nature and severity of the potential harm;
- The likelihood that the potential harm will occur; and
- The length of time before the potential harm would occur.

(See 24 CFR 5.2003 and 5.2005(d)(2).)

### Confidentiality

Any information submitted to a covered housing provider under 24 CFR 5.2007, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, must be maintained in strict confidence by the covered housing provider. (See 24 CFR 5.2007(c).)

Employees of the owner (or those within their employ, e.g., contractors) must not have access to the information unless explicitly authorized by the owner for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law (e.g., the information is needed by an employee to provide the VAWA protections to the victim).

The owner must not enter this information into any shared database, or disclose this information to any other entity or individual, except to the extent that disclosure is:

- a. Requested or consented to in writing by the individual (victim) in a time-limited release;
- b. Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or
- c. Otherwise required by applicable law.

When communicating with the victim, owners must take precautions to ensure compliance with these confidentiality requirements.

**CERTIFICATION OF  
DOMESTIC VIOLENCE,  
DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING,  
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** The Violence Against Women Act ("VAWA") protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,  
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: \_\_\_\_\_
2. Name of victim: \_\_\_\_\_
3. Your name (if different from victim's): \_\_\_\_\_
4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_  
\_\_\_\_\_
5. Residence of victim: \_\_\_\_\_
6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_  
\_\_\_\_\_
7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_
8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_  
\_\_\_\_\_
10. Location of incident(s): \_\_\_\_\_

In your own words, briefly describe the incident(s):

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This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1-hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.



## **Attachment I**

# **MODERNIZATION**



## PHA 5 Year and Annual Plan Form HUD – 50075

### Statements for Number 7.0

#### I. Mixed Finance, Modernization and Development Activities

##### Significant Amendment Definition

As part of the Rental Assistance Demonstration (RAD), the HACC is redefining the definition of a Substantial Deviation from the PHA Plan to exclude the following RAD-specific items:

1. Changes to the Capital Fund Budget produced as a result of each approved RAD Conversion, regardless of whether the proposed conversion will include use of additional Capital Funds;
2. Changes to the construction and rehabilitation plan for each approved RAD conversion; and
3. Changes to the financing structure for each approved RAD conversion.

An exception to this definition will be made for any of the above that are adopted to reflect changes in HUD regulatory requirements.

##### Branch Village – NJ010-000002 (previously 210 – Family Units)

We received the Choice Neighborhoods Implementation Grant for Branch Village in December 2016. The Plan will benefit the Branch Village residents, and Mt. Ephraim South neighborhood as well as the entire City of Camden.

The HACC applied for a multi-phase Rental Assistance Demonstration (RAD) conversion for this site. We have received the HUD approval in March 2015.

HUD approved demolition and was completed by the fourth quarter of 2018.

Please see summary below.

Phase	Units	Construction Start	Construction End/Projected	Leased Up
Branch Phase 1 Lowrise	50	November 2016	November 2017	January 2018
Branch Phase 2 Townhomes	72	October 2018	December 2019	January 2020

Branch Phase 3 Townhomes II	75	August 2019	October 2020	December 2020
Branch Phase 4 Lowrise II	58	November 2019	December 2020	May 2021
TOTAL	255			

**Ablett Village – NJ010-000001 (306 Family Units)**

We applied and was awarded the Choice Planning Grant for the site in 2018. We submitted the 2-year Transformation Plan for Ablett and the surrounding Cramer Hill neighborhood in September 2020.

We applied for and received the Choice Neighborhoods Implementation Grant for Ablett Village in May 2021. The Plan will benefit the Ablett residents, and Cramer Hill neighborhood as well as the entire City of Camden.

The planned four phase development will develop 425 units with 306 RAD replacement units, 89 Affordable non-replacement units and 30 unrestricted units.

We are currently working on the first phase of the development. Michaels Development Company, our Developer Partner received the 9% tax credit award in 2020 to develop 75 family units, where 68 units are replacement units.

HACC also applied for RAD for this site in 2020 and received a CHAP for this site. We may also opt to redevelop the site using HUD available funding with other third party funding source should the opportunity arise.

For this Ablett redevelopment, HACC may opt to utilize a blend of RAD program authority, and Section 18 disposition authority provided through Section 3.A.3.c of PIH Notice 2018-04 (HA) as well as Demolition Disposition Transition Funding (DDTF) and Asset Reposition Fee (ARF). We will identify portion of the project that may be partially disposed of through Section 18 and replaced with Project-Based Vouchers.

Will continue to: rehabilitate units; do site improvements; and, building repairs on an as-needed basis until the site is fully redeveloped.

**RAD**

The HACC has amended the 2015 Annual and 5 Year PHA Plan because it was a successful Authority wide Portfolio applicant in the Rental Assistance Demonstration (RAD). As a result, the HACC will be converting to RAD project Based Voucher under the guidelines of PIH Notice 2012-32 (HA) H-2017-03, REV-3, H-2019-09, REV-4, and any successor Notices. Upon conversion of each site to RAD Project Based Vouchers, the Authority will adopt the resident rights, participation, waiting list and grievance procedures listed in Sections 1.6 C & 1.6 D of PIH Notice 2012-32 (HA) H-2017-03, REV-3, H-2019-09, REV-4. These resident rights, participation, waiting list and grievance procedures are attached and appended to this Attachment. Additionally, the HACC is currently compliant with all fair housing and civil requirements and is not under a Voluntary Compliance Agreement.

HACC will comply with all HUD site selection and neighborhood standards review regulations for all RAD conversions.

The protections of Resident Participation and Funding under RAD conversion using PBVs is found in pages 60-73 of the PIH 2019-23 (HA), Rev 4 appended and attached to this attachment.

RAD was designed by HUD to assist in addressing the capital needs of public housing by providing HACC with access to private sources of capital to repair and preserve its affordable housing assets. Please be aware that upon conversion, the Authority's Capital Fund Budget and ACC subsidy will be reduced by the pro rata share of Public Housing Developments converted as part of the RAD Conversion and that HACC may also borrow funds to address their capital needs.

**Resident Rights, Participation, Waiting List and Grievance Procedures**

See Section 1.6C and Section 1.6D and attachment 1 D Table 1 attached (pages 60 through 73 of PIH 2019 23 (HA) H-2019-09, Rev-4) and Joint Housing/PIH Notice H-2016-17/PIH-2016-17.

Below, please find specific information related to the Public Housing Developments selected for RAD:

**First Ablett Village Phase Off-site Development:**

Name of Public Housing Development: Ablett Village	PIC Development ID: NJ010000001	Conversion Type: PBV	Transfer of Assistance: N/A
Total Units: 68	Pre-RAD Unit Type: Family	Post-Rad Unit Type: Family	Capital Fund allocation of Development: N/A
Bedroom Type	Number of Units Pre-Conversion	Number of Units Post-Conversion	Change in Number of Units per Bedroom Type and Why
Studio/Efficiency			

One Bedroom	14	14	HACC needs to have 1 bedroom units completed for this phase to accommodate the present residents of Ablett.
Two Bedroom	38	38	
Three Bedroom	16	16	
Four Bedroom	0	0	
Five Bedroom	0	0	
Six Bedroom	0	0	
Performing a Transfer of Assistance	N/A		

## Second Ablett Village Phase Off-site Development:

Name of Public Housing Development: Ablett Village	PIC Development ID: NJ010000001	Conversion Type: PBV	Transfer of Assistance: N/A
Total Units: 47	Pre-RAD Unit Type: Family	Post-Rad Unit Type: Family	Capital Fund allocation of Development: N/A
Bedroom Type	Number of Units Pre-Conversion	Number of Units Post-Conversion	Change in Number of Units per Bedroom Type and Why
Studio/Efficiency			
One Bedroom	39	39	HACC needs to have 1 bedroom units completed for this phase to accommodate the present residents of Ablett.
Two Bedroom	8	8	

Three Bedroom	0	0	
Four Bedroom	0	0	
Five Bedroom	0	0	
Six Bedroom	0	0	
Performing a Transfer of Assistance	N/A		

## Third Ablett Village Phase On-site Development:

Name of Public Housing Development: Ablett Village	PIC Development ID: NJ010000001	Conversion Type: PBV	Transfer of Assistance: N/A
Total Units: 140	Pre-RAD Unit Type: Family	Post-Rad Unit Type: Family	Capital Fund allocation of Development: N/A
Bedroom Type	Number of Units Pre-Conversion	Number of Units Post-Conversion	Change in Number of Units per Bedroom Type and Why
Studio/Efficiency			
One Bedroom	9	9	HACC needs to have 1 bedroom units completed for this phase to accommodate the present residents of Ablett.
Two Bedroom	111	111	
Three Bedroom	15	15	
Four Bedroom	5	5	
Five Bedroom	0	0	
Six Bedroom	0	0	

Performing a Transfer of Assistance	N/A
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## Fourth Ablett Village Phase Off-site Development:

Name of Public Housing Development: Ablett Village	PIC Development ID: NJ010000001	Conversion Type: PBV	Transfer of Assistance: N/A
Total Units: 51	Pre-RAD Unit Type: Family	Post-Rad Unit Type: Family	Capital Fund allocation of Development: N/A
Bedroom Type	Number of Units Pre-Conversion	Number of Units Post-Conversion	Change in Number of Units per Bedroom Type and Why
Studio/Efficiency			
One Bedroom	5	5	HACC needs to have 1 bedroom units completed for this phase to accommodate the present residents of Ablett.
Two Bedroom	32	32	
Three Bedroom	14	14	
Four Bedroom	0	0	
Five Bedroom	0	0	
Six Bedroom	0	0	
Performing a Transfer of Assistance	N/A		

**McGuire Gardens -- NJ010-000006 (253 Family Units)**

The HACC applied for a Rental Assistance Demonstration (RAD) conversion for this site for long overdue and expensive rehab that HACC did not have the funds for. We have received the HUD approval in March 2015. Michaels (developer) submitted a tax-exempt bond application which was awarded along

with the 4% tax credits in 2017. The financing closing occurred in November 2019. Rehabilitation of the units is on-going and expected to be completed by the third quarter of 2021. On site relocation of residents occurred during unit rehabilitation. The relocation of residents to on-site hospitality units should not be for more than approximately 2 weeks.

### RAD

The HACC has amended the 2015 Annual and 5 Year PHA Plan because it was a successful applicant in the Rental Assistance Demonstration (RAD). As a result, the HACC will be converting to RAD project Based Voucher under the guidelines of PIH Notice 2012-32 (HA) H-2017-03, REV-3, H-2019-09, REV-4, and any successor Notices. Upon conversion of each site to RAD Project Based Vouchers, the Authority will adopt the resident rights, participation, waiting list and grievance procedures listed in Sections 1.6 C & 1.6 D of PIH Notice 2012-32 (HA) H-2017-03, REV-3, H-2019-09, REV-4. These resident rights, participation, waiting list and grievance procedures are attached and appended to this Attachment. Additionally, the HACC is currently compliant with all fair housing and civil requirements and is not under a Voluntary Compliance Agreement.

HACC will comply with all HUD site selection and neighborhood standards review regulations for all RAD conversions.

The protections of Resident Participation and Funding under RAD conversion using PBVs is found in pages 60-73 of the PIH 2019-23 (HA), Rev 4 appended and attached to this attachment.

RAD was designed by HUD to assist in addressing the capital needs of public housing by providing HACC with access to private sources of capital to repair and preserve its affordable housing assets. Please be aware that upon conversion, the Authority's Capital Fund Budget will be reduced by the pro rata share of Public Housing Developments converted as part of the Demonstration and that HACC may also borrow funds to address their capital needs.

Below, please find specific information related to the Public Housing Development selected for RAD:

Name of Public Housing Development: McGuire Gardens	PIC Development ID: NJ010000006	Conversion Type: PBV	Transfer of Assistance: N/A
Total Units: 253	Pre-RAD Unit Type: Family	Post-Rad Unit Type: Family	Capital Fund allocation of Development: \$634,089
Bedroom Type	Number of Units Pre-Conversion	Number of Units Post-Conversion	Change in Number of Units per Bedroom Type and Why:

			N/A. Renovation of exiting units
Studio/Efficiency			
One Bedroom	29	29	
Two Bedroom	121	121	
Three Bedroom	92	91	
Four Bedroom	11	11	
Five Bedroom			
Six Bedroom			

#### Resident Rights, Participation, Waiting List and Grievance Procedures

See Section 1.6C and Section 1.6D and attachment 1 D Table 1 attached (pages 60 through 73 of PIH 2019 23 (HA) H-2019-09, Rev-4) and Joint Housing/PIH Notice H-2016-17/PIH-2016-17.

#### Capital Fund Financing Program (CFFP)

The units at McGuire were used in the proration of paying off the CFFP obligations. The conversion of these units will affect the obligation to the lender since the balance of annual capital funds is not sufficient to meet our obligations under HUD's rules.

We worked with Michaels (developer) and NJHMFA to include the pro rata cost of the bond liabilities as part of the development deal for each Branch Village phase.

#### Chelton Terrace – NJ010-000003 (66 units)

Continue to do rehab of units, site improvements and building repairs when necessary. The HVAC system and hot water heater replacement was completed in April 2021 on the entire site.

HACC applied for RAD and was awarded CHAP for this site. We may also opt to redevelop the site using HUD, State funding with other third party funding source should the opportunity arise.

We may do the RAD conversion for this site in 2021 or 2022.

For this Chelton Terrace Phase I development, HACC may opt to utilize a blend of RAD program authority, and Section 18 disposition authority provided through Section 3.A.3.c of PIH Notice 2018-04 (HA), as well as Demolition Disposition Transition Funding (DDTF) and Asset Reposition Fee (ARF).



We will identify portion of the project that may be partially disposed of through Section 18 and replaced with Project-Based Vouchers. HACC may opt to create a LLC that HACC will dispose the property to in the RAD conversion.

**Chelton Terrace Phase II – NJ010-000004 (101 units)**

This is a mixed finance transaction under our Roosevelt Manor HOPE VI. The development has reached the end of its tax credit compliance period. As a result, HACC will exercise its option in 2021/or 2022 to take the development back.

We may do the RAD conversion for this site in 2022 or 2023.

For this Chelton Terrace Phase II development, HACC may opt to utilize a blend of RAD program authority, and Section 18 disposition authority provided through Section 3.A.3.c of PIH Notice 2018-04 (HA) as well as Demolition Disposition Transition Funding (DDTF) and Asset Reposition Fee (ARF). We will identify portion of the project that may be partially disposed of through Section 18 and replaced with Project-Based Vouchers. HACC may opt to create a LLC that HACC will dispose the property to in the RAD conversion.

**Kennedy Towers – NJ010-000016 (99 – Elderly with 11 non-dwelling units)**

Continue to do rehab of units, site improvements and building repairs (including but not limited to repointing, waterproofing, façade restoration, interior and exterior building upgrade) when necessary. The bid netting was completed in April 2021.

We may renovate and upgrade the lobby and boiler room upgrade for this site.

RAD Physical Condition Needs Assessment (RPCNA) was done for this site.

HACC will renew the HUD Elderly Only Designation for Kennedy Tower.

HACC applied for RAD and was awarded CHAP for this site. We may also opt to redevelop the site using HUD and State funding with other third party funding source should the opportunity arise.

We may do the RAD conversion for this site in 2022 or 2023.

For this site, HACC may opt to utilize a blend of RAD program authority, and Section 18 disposition authority provided through Section 3.A.3.c of PIH Notice 2018-04 (HA) as well as Demolition Disposition Transition Funding (DDTF) and Asset Reposition Fee (ARF). We may identify portion of the project that may be partially disposed of through Section 18 and replaced with Project-Based Vouchers. HACC may opt to create a LLC that HACC will dispose the property to in the RAD conversion.

**Westfield Towers – NJ010-000017 (103 Elderly)**

Continue to do rehab of units, site improvements and building repairs (including but not limited to repointing, waterproofing, façade restoration, interior and exterior building upgrade) when necessary. The bid netting was completed in May 2021.

We may renovate and upgrade the lobby and boiler room upgrade for this site.

May do site improvements and energy audit for retrofitting building with a HVAC system.

RAD Physical Condition Needs Assessment (RPCNA) was done for this site.

HACC may be applying for an Elderly Only Designation for the Westfield Towers.

HACC applied for RAD and was awarded CHAP for this site. We may also opt to redevelop the site using HUD available funding with other third party funding source should the opportunity arise.

A RAD conversion may occur in 2022 or 2023.

For this site, HACC may opt to utilize a blend of RAD program authority, and Section 18 disposition authority provided through Section 3.A.3.c of PIH Notice 2018-04 (HA) as well as Demolition Disposition Transition Funding (DDTF) and Asset Reposition Fee (ARF). We may identify portion of the project that may be partially disposed of through Section 18 and replaced with Project-Based Vouchers. HACC may opt to create a LLC that HACC will dispose the property to in the RAD conversion.

**Mickle Towers – NJ010-000018 (104 Elderly)**

May do site improvements and energy audit for retrofitting building with a HVAC system.

May do façade restoration, converting the community bathroom to be ADA compliant, and renovation and extension of the management office.

Continue to do rehab of units, site improvements and building repairs (including but not limited to repointing, waterproofing, façade restoration, interior and exterior building upgrade) when necessary. The bid netting was completed in June 2021.

We may renovate and upgrade the lobby for this site.

RAD Physical Condition Needs Assessment (RPCNA) was done for this site.

HACC may be applying for an Elderly Only Designation for Mickle Tower.

HACC may develop the surplus land surrounding Mickle as an extension of outdoor amenities at Mickle or other development activities.

HACC applied for RAD and was awarded CHAP for this site. We may also opt to redevelop the site using HUD available funding with other third party funding source should the opportunity arise.

A RAD conversion may occur in 2022 or 2023.

For this site, HACC may opt to utilize a blend of RAD program authority, and Section 18 disposition authority provided through Section 3.A.3.c of PIH Notice 2018-04 (HA) as well as Demolition Disposition Transition Funding (DDTF) and Asset Reposition Fee (ARF). We may identify portion of the project that may be partially disposed of through Section 18 and replaced with Project-Based Vouchers. HACC may opt to create a LLC that HACC will dispose the property to in the RAD conversion.

#### Transfer of the 3 Baldwins Run Phases

Pennrose has offered to transfer the three properties back to HACC. The three phases – Phase 1 (78 units), Phase 8 (73 units) and Phase 9 Senior (74 units) will be transferred from Pennrose to an instrumentality of HACC which will occur in 2021 or 2022. HACC will likely apply for RAD for these three phases in the future.

HACC hired a consultant to assist in the financial and ownership structure analysis for this proposal for future acquisition of these sites.

Watson Street Management and Development Corporation (HACC's instrumentality) will form 6 separate LLCs, two for each respective Baldwin's Run phase to enter into the ownership structure.

#### Baldwin's Run – NJ010-000013 (78 Units)

#### Baldwin's Run II – NJ010-000015 (73 Units)

#### Baldwin's Run Senior Building – NJ010-000019 (74 Units)

A Green and Physical Needs Assessment will be completed for these sites in 2021/2022 as required by HUD.

RAD Physical Condition Needs Assessment (RPCNA) will done for this site.

HACC will renew the HUD Elderly Only Designation for Baldwin's Run Senior building.

Upon receipt of this site, HACC will allocate a pro rata share of the annual Capital Funds to these developments.

We have completed the patio/maintenance office renovation of the community center in May 2021.

Will rehabilitate units; do site improvements; and, building repairs on an as-needed basis.

We may also opt to redevelop these sites using HUD and State funding with other third party funding source should the opportunity arise.

HACC will exercise its option in 2021/2022 to take the Baldwin's Run development phases back.

For these Baldwin's Run development sites, HACC may opt to utilize a blend of RAD program authority, and Section 18 disposition authority provided through Section 3.A.3.c of PIH Notice 2018-04 (HA) as well as Demolition Disposition Transition Funding (DDTF) and Asset Reposition Fee (ARF). We may identify portion of the project that may be partially disposed of through Section 18 and replaced with Project-Based Vouchers. HACC may opt to create a LLC that HACC will dispose the property to in the RAD conversion

**All AMPs (01 -19 except 2,5,6 and 7)**

A HUD Green and Physical Needs and Energy Needs Assessment will be done for all AMPs (from 1 to 19 except 2, 5, 6 and 7) in 2019/2020 as required by HUD. The assessments are not needed anymore for AMP # 2 (Branch) and # 6 (McGuire Gardens). AMP # 5 is the former demolished Chelton Terrace site and AMP # 7 is the demolished Roosevelt Manor site.

RPCNA's will be done for AMPs being converted to RAD project based subsidy.

Verizon may seek easement on all properties to provide FIOS services at the sites.

May continue to do site improvements and building repairs for HACC's central office, and all of HACC's community centers, including the HACC social service building.

For these developments, HACC may opt to utilize a blend of RAD program authority, and Section 18 disposition authority provided through Section 3.A.3.c of PIH Notice 2018-04 (HA). We will identify portion of the project that may be partially disposed of through Section 18 and replaced with Project-Based Vouchers.

**Chelton Terrace Phase 2 - NJ010-000004**

The tax credit compliance period will expire in 2019 for the 101 units in this phase. There is an option to take back the property as a result. HACC will exercise that option and take the property back through HACC or an HACC affiliate or instrumentality in 2021 or 2022.

Upon acquisition of this site, HACC will allocate a pro-rata share of the annual Capital Funds to these developments.

Will rehabilitate units; do site improvements; and, building repairs on an as-needed basis.

HACC will likely apply for RAD for these sites. We may also opt to redevelop these sites using HUD and State funding with other third party funding source should the opportunity arise.

For this site, HACC may opt to utilize a blend of RAD program authority, and Section 18 disposition authority provided through Section 3.A.3.c of PIH Notice 2018-04 (HA) as well as Demolition Disposition Transition Funding (DDTF) and Asset Reposition Fee (ARF). We may identify portion of the project that may be partially disposed of through Section 18 and replaced with Project-Based Vouchers. HACC may opt to create a LLC that HACC will dispose the property to in the RAD conversion.

## **II. Demolition and/or Disposition**

### **Ablett Village – NJ010-000001 (306 Family Units)**

Will demolish portions or all of the site in the future to redevelop the entire development if funding since we received a Choice Implementation grant in 2021 for this site. We will dispose portion of the respective site to the newly created ownership entities upon redevelopment.

### **Baldwin's Run – NJ10-15**

HACC will take back the 3 phases at Baldwin's Run from Pennrose's affiliates now owner of the 3 phases.

### **Chelton Terrace Phase 2 - NJ010-000004**

HACC will exercise the option to take back the property through an HACC affiliate or instrumentality.

## **III. Conversion of Public Housing**

HACC is not proposing to do any voluntary conversion of any units throughout the inventory.

The HACC will continue to do the RAD portfolio conversion at HACC's AMPs.

## **IV. Homeownership**

### **Branch Village – NJ010-000002 (210 – Family Units)**

Will construct or rehabilitate up to 10 units of homeownership units. HUD approved the use of the HUD Choice Implementation Grant funding for this project.

## **Project Based Vouchers**

May provide project based vouchers to Ablett Village as a way to generate cash flow to secure debt to assist in doing the mixed-finance phases on the Ablett sites.

May provide project based vouchers, directly through the Section 8 program or the RAD programs to affordable housing developers who will house low income individuals and families including the homeless.

## **V. Rental Assistance Demonstration (RAD)**

HACC applied for RAD conversion for the entire HACC portfolio to access funding for redevelopment or rehabilitation. We have completed RAD conversions at two of our sites as of August 2021.

HACC submitted a RAD portfolio application and to date obtained CHAP awards for the following sites: Ablett, Chelton Terrace Phase I, Kennedy Towers, Mickle Towers, Westfield Towers, Morgan Village, Roosevelt Manor Phases 5, 9 and 10.

For these developments, HACC may opt to utilize a blend of RAD program authority, and Section 18 disposition authority provided through Section 3.A.3.c of PIH Notice 2018-04 (HA) as well as Demolition Disposition Transition Funding (DDTF) and Asset Reposition Fee (ARF). We may identify portion of the project that may be partially disposed of through Section 18 and replaced with Project-Based Vouchers. HACC may opt to create a LLC that HACC will dispose the property to in the RAD conversion.

HACC may also use our HUD Faircloth limit to do additional RAD units.

**Table 1: List of RAD Program Elements Affecting Resident Rights and Participation, Waiting List and Grievance Procedures for PBV and PBRA**

Below, please find a table listing out each of the provisions affecting residents' rights and participation, waiting list and grievance procedures that must be included in a PHA's Significant Amendment. The table lists out the provisions applicable to the type of conversion (PBV or PBRA) that the PHA is proposing. This list is not a substitute for providing a copy of the relevant tenant protections listed below. PHAs should either provide reference to these tenant protections or place the tenant protections cited in this table directly into their Plan submission.

Project Based Voucher Requirements (Section 1.6 of Notice H 2019-xx, PIH 2019-xx; and Notice H 2016-17, PIH 2016-17)	Project Based Rental Assistance Requirements (Section 1.7 of Notice H 2019-xx, PIH 2019-xx; and Notice H 2016-17, PIH 2016-17)
<b>Tenant Protections Under Notice H 2016-17; PIH 2016-17</b>	
1. Right to Return and Relocation Assistance	1. Right to return and Relocation Assistance
<b>Tenant Protections Under Section 1.6.C (PBV) or Section 1.7.B (PBRA)</b>	
1. No rescreening of tenants upon conversion	1. No rescreening of tenants upon conversion
2. Under-Occupied Unit	2. Under-Occupied Unit
3. Phase-in of tenant rent increase	3. Phase-in of tenant rent increase
4. FSS and ROSS-SC programs	4. FSS and ROSS-SC programs
5. Resident Participation and Funding	5. Resident Participation and Funding
6. Termination notification	6. Termination notification
7. Grievance process	7. Grievance process
8. Earned Income Disregard.	8. Earned Income Disregard
9. Jobs Plus	9. Jobs Plus

**Attachment 1D - Requirements for RAD-Specific Significant Amendment Submissions**

10. When Total Tenant Payment Exceeds Gross Rent.	10. When Total Tenant Payment Exceeds Gross Rent.
<b>Tenant Protections Under Section 1.6.D (PBV) or Section 1.7.C (PBRA)</b>	
1. Establishment of Waiting List	1. Establishment of Waiting List
2. Choice-Mobility	2. Choice-Mobility

By way of summary and not as a modification of the program requirements set forth in the Notice provisions referenced, please note that the foregoing tenant protections for RAD PBV residents apply to non-RAD PBV residents of the same Covered Project with the exception of Choice Mobility. Standard PBV Choice Mobility requirements apply to non-RAD PBV residents.



same quality and amenities as the unit it is replacing). Assistance may float from a required UFAS accessible unit only to another UFAS accessible unit that has the same bedroom size and accessibility features. If assistance floats to a UFAS accessible unit as a reasonable accommodation for a household that had not previously been in a UFAS unit, the assistance may float back to a non-UFAS unit when there is no longer need for the reasonable accommodation provided the required number of UFAS units is maintained. Units that float are not specifically designated under the HAP Contract. Therefore, the requirements in 24 CFR § 983.203(c) that the HAP Contract provide “the location of each contract unit” and “the area of each contract unit” are waived. Instead, the HAP Contract must specify the number and type of units in the property that are designated as RAD units, including any excepted units. From the time of the initial execution of the PBV RAD HAP Contract, the property must maintain the same number and type of UFAS accessible units. Floating units are subject to all of the requirements in this Notice and the PBV regulations, including physical inspections, rent adjustments, and income-mixing requirements. The alternative requirements with respect to floating units do not apply to non-RAD PBV units.

**C. PBV Resident Rights and Participation.**

1. **No Rescreening of Tenants upon Conversion.** Pursuant to the RAD Statute, at conversion, current households cannot be excluded from occupancy at the Covered Project based on any rescreening, income eligibility, or income targeting. With respect to occupancy in the Covered Project, current households in the Converting Project will be grandfathered for application of any eligibility criteria to conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion.<sup>36</sup> Post-conversion, the tenure of all residents of the Covered Project is protected pursuant to PBV requirements regarding continued occupancy unless explicitly modified in this Notice (e.g., rent phase-in provisions). For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Thus, Section 8(o)(4) of the 1937 Act and 24 CFR § 982.201, concerning eligibility and targeting of tenants for initial occupancy, will not apply for current households. Once the grandfathered household moves out, the unit must be leased to an eligible family. MTW agencies may not alter this requirement. Further, so as to facilitate the right to return to the assisted property, HUD waives Section 8(o)(4) and 24 CFR § 982.201 to the extent necessary for this provision to apply to current public housing residents of

<sup>36</sup> These protections (as well as all protections in this Notice for current households) also apply when a household is relocated to facilitate new construction or repairs following conversion and subsequently returns to the Covered Project.

the Converting Project that will reside in non-RAD PBV units or non-RAD PBRA units placed in a project that contain RAD PBV units or RAD PBRA units. Such families and such contract units will otherwise be subject to all requirements of the applicable program, specifically 24 CFR Part 983 for non-RAD PBV units and the PBRA requirements governing the applicable contract for non-RAD PBRA units.

2. **Right to Return.** See Section 1.4.A.5.b. and the RAD Fair Housing, Civil Rights, and Relocation Notice regarding a resident's right to return. To facilitate the uniform treatment of residents and units at a Covered Project, any non-RAD PBV units located in the same Covered Project shall be subject to the terms of this provision.
3. **Phase-in of Tenant Rent Increases.** If, purely as a result of conversion, the amount a tenant would pay for rent and utilities under the PBV program (the tenant's TTP) would increase the tenant's TTP by more than the greater of 10 percent or \$25, the rent increase will be phased in over 3 or 5 years. To implement this provision, HUD is specifying alternative requirements for section 3(a)(1) of the Act, as well as 24 CFR § 983.3 (definition of "total tenant payment" (TTP)) to the extent necessary to allow for the phase-in of tenant rent increases. A PHA must create a policy setting the length of the phase-in period at three years, five years or a combination depending on circumstances and must communicate such policy in writing to affected residents. For example, a PHA may create a policy that uses a three year phase-in for smaller increases in rent and a five year phase-in for larger increases in rent. This policy must be in place at conversion and may not be modified after conversion.

The method described below explains the set percentage-based phase-in a Project Owner must follow according to the phase-in period established. For purposes of this section "Calculated PBV TTP" refers to the TTP calculated in accordance with regulations at 24 CFR §5.628 and the "most recently paid TTP" refers to the TTP recorded on line 9j of the family's most recent HUD Form 50058. If a family in a project converting from Public Housing to PBV was paying a flat rent immediately prior to conversion, the PHA should use the flat rent amount to calculate the phase-in amount for Year 1 (the first recertification following conversion), as illustrated below.

**Three Year Phase-in:**

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 33% of difference between most recently paid TTP or flat rent and the Calculated PBV TTP

- Year 2: Year 2 Annual Recertification (AR) and any Interim Recertification (IR) prior to Year 3 AR – 50% of difference between most recently paid TTP and the Calculated PBV TTP
- Year 3: Year 3 AR and all subsequent recertifications – Full Calculated PBV TTP<sup>37</sup>

**Five Year Phase in:**

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 20% of difference between most recently paid TTP or flat rent and the Calculated PBV TTP
- Year 2: Year 2 AR and any IR prior to Year 3 AR – 25% of difference between most recently paid TTP and the Calculated PBV TTP
- Year 3: Year 3 AR and any IR prior to Year 4 AR – 33% of difference between most recently paid TTP and the Calculated PBV TTP
- Year 4: Year 4 AR and any IR prior to Year 5 AR – 50% of difference between most recently paid TTP and the Calculated PBV TTP
- Year 5 AR and all subsequent recertifications – Full Calculated PBV TTP

*Please Note:* In either the three year phase-in or the five-year phase-in, once the Calculated PBV TTP is equal to or less than the previous TTP, the phase-in ends and tenants will pay full TTP from that point forward. MTW agencies must also implement a three or five-year phase-in for impacted residents, but may alter the terms above as long as it establishes a written policy setting forth the alternative terms. To facilitate the uniform treatment of residents and units at a Covered Project, any non-RAD PBV units located in the same Covered Project shall be subject to the terms of this provision.

4. **Family Self Sufficiency (FSS) and Resident Opportunities and Self Sufficiency Service Coordinator (ROSS-SC) programs.** Public Housing residents that are currently FSS participants will continue to participate in the PHA's FSS program. The PHA may continue to use any FSS funds already awarded to serve those FSS participants who live in units converted by RAD. At the completion of the FSS grant, PHAs should follow the normal closeout procedures outlined in the grant agreement.

<sup>37</sup> For example, where a resident's most recently paid TTP is \$100, but the Calculated PBV TTP is \$200 and remains \$200 for the period of the resident's occupancy, (i.e. no changes in income) the resident would continue to pay the same rent and utilities for which it was responsible prior to conversion. At the first recertification following conversion, the resident's contribution would increase by 33% of \$100 to \$133. At the second AR, the resident's contribution would increase by 50% of the \$66 differential to the standard TTP, increasing to \$166. At the third AR, the resident's contribution would increase to \$200 and the resident would continue to pay the Calculated PBV TTP for the duration of their tenancy.

If the PHA continues to run an FSS program that serves PH and/or HCV participants, the PHA will continue to be eligible (subject to NOFA requirements) to apply for FSS funding. Due to the program merger between PH FSS and HCV FSS that took place pursuant to the FY14 Appropriations Act (and was continued in the subsequent Appropriation Acts), no special provisions are required to continue serving FSS participants that live in public housing units converting to PBV under RAD.

However, PHAs should note that until provisions of the Economic Growth, Regulatory Relief, and Consumer Protection Act are implemented, there are certain FSS requirements (e.g., escrow calculation and escrow forfeitures) that apply differently depending on whether the FSS participant is a participant under the HCV program or a public housing resident, and PHAs must follow such requirements accordingly. All PHAs will be required to administer the FSS program in accordance with FSS regulations at 24 CFR part 984 (current, or as amended), the participants' contracts of participation, and the alternative requirements established in the "Waivers and Alternative Requirements for the FSS Program" Federal Register notice, published on December 29, 2014, at 79 FR 78100.<sup>38</sup> Further, upon conversion to PBV, if the PHA no longer has a public housing program, funds already escrowed for FSS participants shall be transferred into the HCV escrow account and be considered TBRA funds, thus reverting to the HAP account if forfeited by the FSS participant.<sup>39</sup>

For information on FSS PIC reporting requirements for RAD conversions, see Notice PIH 2016-08 at <http://portal.hud.gov/hudportal/documents/huddoc?id=pih2016-08.pdf>.

Current ROSS-SC grantees will be able to finish out their current ROSS-SC grants once their housing is converted under RAD. However, once the property is converted, it will no longer be eligible to be counted towards the unit count for future ROSS-SC grants, nor will its residents be eligible to be served by future ROSS-SC grants, which, by statute, can only serve public housing residents. At the completion of the ROSS-SC grant, PHAs should follow the normal closeout procedures outlined in the grant agreement. Please note that ROSS-SC grantees may be a non-profit or local

<sup>38</sup> The funding streams for the PH FSS Program and the HCV FSS Program were first merged pursuant to the FY 2014 appropriations act. As a result, PHAs can serve both PH residents and HCV participants, including PBV participants, with FSS funding awarded under the FY 2014 FSS Notice of Funding Availability (FSS NOFA) and any other NOFA under which the combination of funds remains in the applicable appropriations act. For PHAs that had managed both programs separately and now have a merged program, a conversion to PBV should not impact their FSS participants.

<sup>39</sup> Where the PHA maintains a public housing program, any forfeited funds that had been escrowed prior to conversion would revert to the PHA's Operating Reserves.

Resident Association and this consequence of a RAD conversion may impact those entities. To facilitate the uniform treatment of residents and units at a Covered Project, any non-RAD PBV units located in the same Covered Project shall be subject to the terms of this provision.

5. **Resident Participation and Funding.** In accordance with Attachment 1B, residents of Covered Projects with assistance converted to PBV will have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment and be eligible for resident participation funding. To facilitate the uniform treatment of residents and units at a Covered Project, any non-RAD PBV units located in the same Covered Project shall be subject to the terms of this provision.
6. **Resident Procedural Rights.** The following items must be incorporated into both the Section 8 Administrative Plan and the Project Owner's lease, which includes the required tenancy addendum (HUD Form 52530-c), as appropriate. Evidence of such incorporation may be requested by HUD for purposes of monitoring the program.
  - a. **Termination Notification.** HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects that convert assistance under RAD and to non-RAD PBV units located at the Covered Project. In addition to the regulations at 24 CFR § 983.257 related to Project Owner termination of tenancy and eviction (which MTW agencies may not alter), the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall be :
    - i. A reasonable period of time, but not to exceed 30 days:
      1. If the health or safety of other tenants, Project Owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
      2. In the event of any drug-related or violent criminal activity or any felony conviction;
    - ii. Not less than 14 days in the case of nonpayment of rent; and
    - iii. Not less than 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.
  - b. **Grievance Process.** Pursuant to requirements in the RAD Statute, HUD is establishing additional resident procedural rights to comply with section 6 of the Act.

For the termination of assistance and several other PHA determinations, PBV program rules require the PHA to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will specify alternative requirements for 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, to require that:

- i. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(v),<sup>40</sup> an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a Project Owner action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.
  1. For any hearing required under 24 CFR § 982.555(a)(1)(i)-(v), the contract administrator will perform the hearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR § 982.555(e)(4)(i).
  2. For any additional hearings required under RAD, the Project Owner will perform the hearing.
- ii. There is no right to an informal hearing for class grievances or to disputes between residents not involving the Project Owner or Contract Administrator.
- iii. The Project Owner gives residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).
- iv. The Project Owner provides opportunity for an informal hearing before an eviction.

Current PBV program rules require that hearing procedures must be outlined in the PHA's Section 8 Administrative Plan.

To facilitate the uniform treatment of residents and units at a Covered Project, any non-RAD PBV units located in the same Covered Project shall be subject to the terms of this provision.

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<sup>40</sup> § 982.555(a)(1)(iv) is not relevant to RAD as the tenant-based certificate program has been repealed.

7. **Earned Income Disregard (EID).** Tenants who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID after conversion, in accordance with regulations at 24 CFR § 5.617. Upon the expiration of the EID for such families, the rent adjustment shall not be subject to rent phase-in, as described in Section 1.6.C.4; instead, the rent will automatically rise to the appropriate rent level based upon tenant income at that time.

Under the Housing Choice Voucher program, the EID exclusion is limited only to persons with disabilities (24 CFR § 5.617(b)). In order to allow all tenants (including non-disabled persons) who are employed and currently receiving the EID at the time of conversion to continue to benefit from this exclusion in the PBV project, the provision in 24 CFR § 5.617(b) limiting EID to disabled persons is waived. The waiver, and resulting alternative requirement, apply only to tenants receiving the EID at the time of conversion. No other tenant (e.g., tenants that move into the property following conversion or tenants who at one time received the EID but are not receiving the EID exclusion at the time of conversion due to loss of employment) is covered by this waiver. To facilitate the uniform treatment of residents and units at a Covered Project, any non-RAD PBV units located in the same Covered Project shall be subject to the terms of this provision.

8. **Jobs Plus.** Jobs Plus grantees awarded FY14 and future funds that convert the Jobs Plus target projects(s) under RAD will be able to finish out their Jobs Plus period of performance unless significant relocation and/or change in building occupancy is planned. If either is planned at the Jobs Plus target project(s), HUD may allow for a modification of the Jobs Plus work plan or may, at the Secretary's discretion, choose to end the Jobs Plus program at that project. If the program is continued, the Project Owner must agree to continue to implement the program according to HUD's program requirements. Jobs Plus target public housing projects must enroll public housing residents into the Jobs Plus rent incentive, JPEID, prior to conversion. Any resident of the Covered Project that had not enrolled prior to conversion is not eligible to enroll in JPEID but may utilize Jobs Plus services that predominantly benefit the former public housing residents who resided at the target project at the time of RAD conversion. To facilitate the uniform treatment of residents and units at a Covered Project, any non-RAD PBV units located in the Covered Project may voluntarily utilize Jobs Plus services that predominantly benefit the former public housing residents who resided at the target project at the time of RAD conversion.

9. **When Total Tenant Payment Exceeds Gross Rent.** Under normal PBV rules, the PHA may select an occupied unit to be included under the PBV HAP Contract only if the unit's occupants are eligible for housing assistance payments (24 CFR

§ 983.53(c)). Also, a PHA must remove a unit from the contract when no assistance has been paid for 180 days because the family's TTP has risen to a level that is equal to or greater than the contract rent, plus any utility allowance, for the unit (i.e., the Gross Rent) (24 CFR § 983.258). Since the rent limitation under this Section of the Notice may result in a family's TTP equaling or exceeding the gross rent for the unit, for residents living in the Converting Project prior to conversion and who will return to the Covered Project after conversion, HUD is waiving both of these provisions and requiring that the unit for such families be placed on and/or remain under the HAP Contract when TTP equals or exceeds the Gross Rent. Further, HUD is establishing the alternative requirement that until such time that the family's TTP falls below the gross rent, the rent to the owner for the unit will equal the lesser of (a) the family's TTP, less the Utility Allowance, or (b) any applicable maximum rent under LIHTC regulations. During any period when the family's TTP falls below the gross rent, normal PBV rules shall apply. As necessary to implement this alternative provision, HUD is waiving the provisions of Section 8(o)(13)(H) of the Act and the implementing regulations at 24 CFR § 983.301 as modified by Section 1.6.B.5 of this Notice.<sup>41</sup> In such cases, the resident is considered a participant under the program and all of the family obligations and protections under RAD and PBV apply to the resident. Likewise, all requirements with respect to the unit, such as compliance with the HQS requirements, apply as long as the unit is under HAP Contract. The PHA is required to process these individuals through the Form 50058 submodule in PIC. To facilitate the uniform treatment of residents and units at a Covered Project, any non-RAD PBV units located in the same Covered Project shall be subject to the terms of this provision.

Unless a waiver is requested and approved as described below, any new admission to the Covered Project must meet the eligibility requirements at 982.201 and require a subsidy payment at admission to the program, which means their TTP may not equal or exceed the gross rent for the unit at that time. Further, a PHA must remove a unit from the contract when no assistance has been paid for 180 days. If units are removed from the HAP contract because a new admission's TTP comes to equal or exceed the gross rent for the unit and if the project is fully assisted, HUD is imposing an alternative requirement that the PHA must reinstate the unit after the family has left the property. If the project is partially assisted, the PHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR §983.207 or, where "floating units have been permitted, Section 1.6.B.10 of the Notice.

<sup>41</sup> For example, a public housing family residing in a property converting under RAD has a TTP of \$600. The property has an initial Contract Rent of \$500, with a \$50 Utility Allowance. Following conversion, the residents is still responsible for paying \$600 in tenant rent and utilities.



A PHA may request a waiver from HUD for the Covered Project in order to admit otherwise eligible families whose TTP exceeds gross rent and to allow the units those families occupy to remain under the HAP contract even if the PHA has not made a housing assistance payment for a family in 180 days.

For a Covered Project that consists of 100 percent RAD PBV units, the PHA must demonstrate that a waiver is necessary in order to avoid an undue concentration of poverty at the Covered Project. A PHA may evidence this by providing data showing, for example:

- how eligible income-certified applicants on the waiting list must be passed over because their incomes result in zero HAP at admission causing a higher concentration of poverty at the covered project; or
- how the income of newly admitted families is causing a markedly higher concentration of poverty than the PHA's non-RAD PBV projects.

The resulting impact on the property must be compared with the concentration of poverty at non-RAD PBV projects in the PHA's jurisdiction. If there are no non-RAD PBV projects in the PHA's jurisdiction, the PHA may alternatively demonstrate that the median income of families that could be admitted to the Covered Project is significantly lower than the median income of new admissions from the waiting list to the PHA's HCV program since the time of the RAD conversion.

For any other Covered Project, the PHA must demonstrate that the property contains specific units (e.g., units suitable for large families or accessible units) for which there are insufficient alternative housing opportunities.

If the waiver is approved, the new admission[s] families covered under the waiver are participants under the program and all of the family obligations and protections under RAD and PBV apply to the family, and the unit is subject to all program requirements. Such waiver requests should be submitted to the PIH Field Office in accordance with Notice PIH 2018-16.

10. **Under-Occupied Unit.** If a family is in an under-occupied unit under 24 CFR § 983.260 at the time of conversion, the family may remain in this unit until an appropriate-sized unit becomes available in the Covered Project. When an appropriate-sized unit becomes available in the Covered Project, the family living in the under-occupied unit must move to the appropriate-sized unit within a reasonable period of time, as determined by the administering Voucher Agency. In order to allow the family to remain in the under-occupied unit until an appropriate-sized unit becomes

available in the Covered Project, 24 CFR § 983.260 is waived for current residents remaining or returning to the Covered Project. MTW agencies may not modify this requirement. To facilitate the uniform treatment of residents and units at a Covered Project, any non-RAD PBV units located in the same Covered Project shall be subject to the terms of this provision.

**D. PBV: Other Miscellaneous Provisions**

1. **Access to Records, Including Requests for Information Related to Evaluation of Demonstration.** PHAs and the Project Owner must cooperate with any reasonable HUD request for data to support program evaluation, including but not limited to project financial statements, operating data, Choice-Mobility utilization, and rehabilitation work. Please see Appendix IV for reporting units in Form HUD-50058.
2. **Ongoing PHA Board Review of Operating Budget.** The Owner must submit to the administering PHA's Board the operating budget for the Covered Project annually. The PHA's Board must confirm that the Project Owner is making deposits into the Reserve for Replacement account in accordance with the RCC as well as assess the financial health of the Covered Project.<sup>42</sup>
3. **Davis-Bacon Act and Section 3 of the Housing and Urban Development Act of 1968 (Section 3).** These sections have been moved to 1.4.A.13 and 1.4.A.14.
4. **Establishment of Waiting List.** 24 CFR § 983.251 sets out PBV program requirements related to establishing and maintaining a voucher-wide, PBV program-wide, or site-based waiting list from which residents for the Covered Project will be admitted. These provisions shall apply unless the project is covered by a remedial order or agreement that specifies the type of waiting list and other waiting list policies. The PHA shall consider the best means to transition applicants from the current public housing waiting list, including:
  - a. Transferring an existing site-based waiting list to a new site-based waiting list.
  - b. Transferring an existing site-based waiting list to a PBV program-wide or HCV program-wide waiting list.
  - c. Transferring an existing community-wide public housing waiting list to a PBV program-wide or HCV program-wide waiting list, an option

<sup>42</sup> For PBV conversions that are not FHA-insured, a future HUD notice will describe project financial data that may be required to be submitted by a PBV owner for purposes of monitoring and evaluation, given that PBV projects do not submit annual financial statements to HUD/REAC.

particularly relevant for PHAs converting their entire portfolio under RAD.

- d. Informing applicants on a community-wide public housing waiting list how to transfer their application to one or more newly created site-based waiting lists.

For any applicants on the public housing waiting list that are likely to be ineligible for admission to a Covered Project converting to PBV because the household's TTP is likely to exceed the RAD gross rent, the PHA shall consider transferring such household, consistent with program requirements for administration of waiting lists, to the PHA's remaining public housing waiting list(s) or to another voucher waiting list, in addition to transferring such household to the waiting list for the Covered Project.

To the extent any wait list relies on the date and time of application, the applicants shall have priority on the wait list(s) to which their application was transferred in accordance with the date and time of their application to the original waiting list.

If the PHA is transferring assistance to another neighborhood and, as a result of the transfer of the waiting list, the applicant would only be eligible for a unit in a location which is materially different from the location to which the applicant applied, the PHA must notify applicants on the waiting list of the transfer of assistance, and on how they can apply for residency at other sites.

If using a site-based waiting list, PHAs shall establish a waiting list in accordance with 24 CFR § 903.7(b)(2)(ii)-(iv) to ensure that applicants on the PHA's public housing community-wide waiting list have been offered placement on the Covered Project's initial waiting list. In all cases, PHAs have the discretion to determine the most appropriate means of informing applicants on the public housing community-wide waiting list given the number of applicants, PHA resources, and admissions requirements of the projects being converted under RAD. A PHA may consider contacting every applicant on the public housing waiting list via direct mailing; advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (e.g., radio stations, posters, newspapers) within the marketing area; informing local non-profit entities and advocacy groups (e.g., disability rights groups); and conducting other outreach as appropriate. Any activities to contact applicants on the public housing waiting list must be conducted in accordance with the requirements for effective

communication with persons with disabilities at 24 CFR § 8.6 and with the obligation to provide meaningful access for persons with limited English proficiency (LEP).<sup>43</sup>

When using a site-based waiting list, PHAs should consider waiting list and transfer policies that expand opportunities for tenants seeking an emergency transfer under, or consistent with, the PHA's Emergency Transfer Plan. This includes allowing for easier moves between assisted properties.

To implement this provision, HUD is specifying alternative requirements for 24 CFR § 983.251(c)(2). However, after the initial waiting list has been established, the PHA shall administer its waiting list for the Covered Project in accordance with 24 CFR § 983.251(c). To facilitate the uniform treatment of residents and units at a Covered Project, any non-RAD PBV units located in the same Covered Project shall be subject to the terms of this provision.

A PHA must maintain any site-based waiting list in accordance with all applicable civil rights and fair housing laws and regulations.

5. **Mandatory Insurance Coverage.** The Covered Project shall maintain at all times commercially available property and liability insurance to protect the project from financial loss and, to the extent insurance proceeds permit, promptly restore, reconstruct, and/or repair any damaged or destroyed project property.
6. **Future Refinancing.** Project Owners must receive HUD approval for any refinancing or restructuring of secured debt during the HAP Contract term to ensure the financing is consistent with long-term preservation of the Covered Project. With respect to any financing contemplated at the time of conversion (including any permanent financing which is a conversion or take-out of construction financing), such consent may be evidenced through the RCC but HUD review of liens must be performed prior to execution.
7. **Administrative Fees for Public Housing Conversions During the Year of Conversion.** For the remainder of the Calendar Year in which the HAP Contract becomes effective (i.e., the "year of conversion"), RAD PBV projects will be funded with public housing funds. For example, if the project's assistance converts effective July 1, 2015, the public housing ACC between the PHA and HUD will be amended to

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<sup>43</sup> For more information on serving persons with LEP, please see HUD's Final guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (72 FR 2732), published on January 22, 2007.

reflect the number of units under HAP Contract, but will be for zero dollars, and the RAD PBV HAP Contract will be funded with public housing money for July through December 2015. Since TBRA is not the source of funds, PHAs should not report leasing and expenses into VMS during this period, and PHAs will not receive section 8 administrative fee funding for converted units during this time.

PHAs operating an HCV program typically receive administrative fees for units under a HAP Contract, consistent with recent appropriation act references to "section 8(q) of the [United States Housing Act of 1937] and related appropriations act provisions in effect immediately before the Quality Housing and Work Responsibility Act of 1998" and 24 CFR § 982.152(b). During the year of conversion mentioned in the preceding paragraph, these provisions are waived. PHAs will not receive Section 8 administrative fees for PBV RAD units during the year of conversion.

After the year of conversion, the Section 8 ACC will be amended to include Section 8 funding that corresponds to the units covered by the Section 8 ACC. At that time, the regular Section 8 administrative fee funding provisions will apply.

8. **Choice-Mobility.** One of the key features of the PBV program is the mobility component, which provides that if the family has elected to terminate the assisted lease at any time after the first year of occupancy in accordance with program requirements, the PHA must offer the family the opportunity for continued tenant-based rental assistance, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance.

If as a result of participation in RAD a significant percentage of the PHA's HCV program becomes PBV assistance, it is possible for most or all of a PHA's turnover vouchers to be used to assist those RAD PBV families who wish to exercise mobility. While HUD is committed to ensuring mobility remains a cornerstone of RAD policy, HUD recognizes that it remains important for the PHA to still be able to use tenant-based vouchers to address the specific housing needs and priorities of the community. Therefore, HUD is establishing the following alternative requirement for PHAs where, as a result of RAD, the total number of PBV units (including RAD PBV units) under HAP Contract administered by the PHA exceeds 20 percent of the PHA's authorized units under its HCV ACC with HUD: The alternative mobility policy provides that an eligible voucher agency would not be required to provide more than three-quarters of its turnover vouchers in any single year to the residents of Covered Projects. While a voucher agency is not required to establish a voucher inventory turnover cap, if such a cap is implemented, the voucher agency must create and maintain a waiting list in the order in which the requests from eligible households

were received. In order to adopt this provision, this alternative mobility policy must be included in an eligible PHA's administrative plan.

To effectuate this provision, HUD is providing an alternative requirement to Section 8(o)(13)(E) of the Act and 24 CFR § 983.261(c). Please note that this alternative requirement does not apply to PBVs entered into outside of the context of RAD. MTW agencies may not alter this requirement.

9. **Reserve for Replacement.** The Project Owner shall establish and maintain a replacement reserve in an interest-bearing account to aid in funding extraordinary maintenance and repair and replacement of capital items in accordance with applicable regulations. The reserve must be built up to and maintained at a level determined by HUD to be sufficient to meet projected requirements. For FHA transactions, Replacement Reserves shall be maintained in accordance with the FHA Regulatory Agreement. For all other transactions, Replacement Reserves shall be maintained in a bank account or similar instrument, as approved by HUD, where funds will be held by the Project Owner or mortgagee and may be drawn from the reserve account and used subject to HUD guidelines.
10. **Initial Certifications and Tenant Rent Calculations.** The Contract Administrator uses the family's public housing tenant rent (reflected on line 10f of the family's most recent HUD Form 50058) at the date of the conversion to calculate the PBV HAP and tenant rent until the effective date of the earlier of the family's first regular or interim recertification following the date of conversion. At the earlier of the family's first regular or interim recertification, the Contract Administrator will use the family's TTP based on the recertification and the HCV utility allowance (or the PBV site-specific utility allowance, if applicable) to determine the PBV HAP and tenant rent. This means that the family pays the same tenant rent as the family was paying under the public housing program until the earlier of first regular or interim reexamination following conversion, at which point the normally applicable PBV calculation for the tenant rent becomes effective. (Under the PBV program, the monthly HAP is the rent to owner minus the tenant rent, and the tenant rent is the family TTP minus the utility allowance.) To facilitate the uniform treatment of residents and units at a Covered Project, any non-RAD PBV units located in the same property as the Covered Project shall be subject to the terms of this provision. To effectuate this provision, HUD is waiving 24 CFR 5.601 and 983.3(c)(6)(iii).

same quality and amenities as the unit it is replacing). Assistance may float from a required UFAS accessible unit only to another UFAS accessible unit that has the same bedroom size and accessibility features. If assistance floats to a UFAS accessible unit as a reasonable accommodation for a household that had not previously been in a UFAS unit, the assistance may float back to a non-UFAS unit when there is no longer need for the reasonable accommodation provided the required number of UFAS units is maintained. Units that float are not specifically designated under the HAP Contract. Therefore, the requirements in 24 CFR § 983.203(c) that the HAP Contract provide “the location of each contract unit” and “the area of each contract unit” are waived. Instead, the HAP Contract must specify the number and type of units in the property that are designated as RAD units, including any excepted units. From the time of the initial execution of the PBV RAD HAP Contract, the property must maintain the same number and type of UFAS accessible units. Floating units are subject to all of the requirements in this Notice and the PBV regulations, including physical inspections, rent adjustments, and income-mixing requirements. The alternative requirements with respect to floating units do not apply to non-RAD PBV units.

### **C. PBV Resident Rights and Participation.**

1. **No Rescreening of Tenants upon Conversion.** Pursuant to the RAD Statute, at conversion, current households cannot be excluded from occupancy at the Covered Project based on any rescreening, income eligibility, or income targeting. With respect to occupancy in the Covered Project, current households in the Converting Project will be grandfathered for application of any eligibility criteria to conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion.<sup>36</sup> Post-conversion, the tenure of all residents of the Covered Project is protected pursuant to PBV requirements regarding continued occupancy unless explicitly modified in this Notice (e.g., rent phase-in provisions). For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Thus, Section 8(o)(4) of the 1937 Act and 24 CFR § 982.201, concerning eligibility and targeting of tenants for initial occupancy, will not apply for current households. Once the grandfathered household moves out, the unit must be leased to an eligible family. MTW agencies may not alter this requirement. Further, so as to facilitate the right to return to the assisted property, HUD waives Section 8(o)(4) and 24 CFR § 982.201 to the extent necessary for this provision to apply to current public housing residents of

<sup>36</sup> These protections (as well as all protections in this Notice for current households) also apply when a household is relocated to facilitate new construction or repairs following conversion and subsequently returns to the Covered Project.

the Converting Project that will reside in non-RAD PBV units or non-RAD PBRA units placed in a project that contain RAD PBV units or RAD PBRA units. Such families and such contract units will otherwise be subject to all requirements of the applicable program, specifically 24 CFR Part 983 for non-RAD PBV units and the PBRA requirements governing the applicable contract for non-RAD PBRA units.

2. **Right to Return.** See Section 1.4.A.5.b. and the RAD Fair Housing, Civil Rights, and Relocation Notice regarding a resident's right to return. To facilitate the uniform treatment of residents and units at a Covered Project, any non-RAD PBV units located in the same Covered Project shall be subject to the terms of this provision.
3. **Phase-in of Tenant Rent Increases.** If, purely as a result of conversion, the amount a tenant would pay for rent and utilities under the PBV program (the tenant's TTP) would increase the tenant's TTP by more than the greater of 10 percent or \$25, the rent increase will be phased in over 3 or 5 years. To implement this provision, HUD is specifying alternative requirements for section 3(a)(1) of the Act, as well as 24 CFR § 983.3 (definition of "total tenant payment" (TTP)) to the extent necessary to allow for the phase-in of tenant rent increases. A PHA must create a policy setting the length of the phase-in period at three years, five years or a combination depending on circumstances and must communicate such policy in writing to affected residents. For example, a PHA may create a policy that uses a three year phase-in for smaller increases in rent and a five year phase-in for larger increases in rent. This policy must be in place at conversion and may not be modified after conversion.

The method described below explains the set percentage-based phase-in a Project Owner must follow according to the phase-in period established. For purposes of this section "Calculated PBV TTP" refers to the TTP calculated in accordance with regulations at 24 CFR §5.628 and the "most recently paid TTP" refers to the TTP recorded on line 9j of the family's most recent HUD Form 50058. If a family in a project converting from Public Housing to PBV was paying a flat rent immediately prior to conversion, the PHA should use the flat rent amount to calculate the phase-in amount for Year 1 (the first recertification following conversion), as illustrated below.

**Three Year Phase-in:**

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 33% of difference between most recently paid TTP or flat rent and the Calculated PBV TTP



- Year 2: Year 2 Annual Recertification (AR) and any Interim Recertification (IR) prior to Year 3 AR – 50% of difference between most recently paid TTP and the Calculated PBV TTP
- Year 3: Year 3 AR and all subsequent recertifications – Full Calculated PBV TTP<sup>37</sup>

Five Year Phase in:

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 20% of difference between most recently paid TTP or flat rent and the Calculated PBV TTP
- Year 2: Year 2 AR and any IR prior to Year 3 AR – 25% of difference between most recently paid TTP and the Calculated PBV TTP
- Year 3: Year 3 AR and any IR prior to Year 4 AR – 33% of difference between most recently paid TTP and the Calculated PBV TTP
- Year 4: Year 4 AR and any IR prior to Year 5 AR – 50% of difference between most recently paid TTP and the Calculated PBV TTP
- Year 5 AR and all subsequent recertifications – Full Calculated PBV TTP

*Please Note:* In either the three year phase-in or the five-year phase-in, once the Calculated PBV TTP is equal to or less than the previous TTP, the phase-in ends and tenants will pay full TTP from that point forward. MTW agencies must also implement a three or five-year phase-in for impacted residents, but may alter the terms above as long as it establishes a written policy setting forth the alternative terms. To facilitate the uniform treatment of residents and units at a Covered Project, any non-RAD PBV units located in the same Covered Project shall be subject to the terms of this provision.

4. **Family Self Sufficiency (FSS) and Resident Opportunities and Self Sufficiency Service Coordinator (ROSS-SC) programs.** Public Housing residents that are currently FSS participants will continue to participate in the PHA's FSS program. The PHA may continue to use any FSS funds already awarded to serve those FSS participants who live in units converted by RAD. At the completion of the FSS grant, PHAs should follow the normal closeout procedures outlined in the grant agreement.

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<sup>37</sup> For example, where a resident's most recently paid TTP is \$100, but the Calculated PBV TTP is \$200 and remains \$200 for the period of the resident's occupancy, (i.e. no changes in income) the resident would continue to pay the same rent and utilities for which it was responsible prior to conversion. At the first recertification following conversion, the resident's contribution would increase by 33% of \$100 to \$133. At the second AR, the resident's contribution would increase by 50% of the \$66 differential to the standard TTP, increasing to \$166. At the third AR, the resident's contribution would increase to \$200 and the resident would continue to pay the Calculated PBV TTP for the duration of their tenancy.

If the PHA continues to run an FSS program that serves PH and/or HCV participants, the PHA will continue to be eligible (subject to NOFA requirements) to apply for FSS funding. Due to the program merger between PH FSS and HCV FSS that took place pursuant to the FY14 Appropriations Act (and was continued in the subsequent Appropriation Acts), no special provisions are required to continue serving FSS participants that live in public housing units converting to PBV under RAD.

However, PHAs should note that until provisions of the Economic Growth, Regulatory Relief, and Consumer Protection Act are implemented, there are certain FSS requirements (e.g., escrow calculation and escrow forfeitures) that apply differently depending on whether the FSS participant is a participant under the HCV program or a public housing resident, and PHAs must follow such requirements accordingly. All PHAs will be required to administer the FSS program in accordance with FSS regulations at 24 CFR part 984 (current, or as amended), the participants' contracts of participation, and the alternative requirements established in the "Waivers and Alternative Requirements for the FSS Program" Federal Register notice, published on December 29, 2014, at 79 FR 78100.<sup>38</sup> Further, upon conversion to PBV, if the PHA no longer has a public housing program, funds already escrowed for FSS participants shall be transferred into the HCV escrow account and be considered TBRA funds, thus reverting to the HAP account if forfeited by the FSS participant.<sup>39</sup>

For information on FSS PIC reporting requirements for RAD conversions, see Notice PIH 2016-08 at <http://portal.hud.gov/hudportal/documents/huddoc?id=pih2016-08.pdf>.

Current ROSS-SC grantees will be able to finish out their current ROSS-SC grants once their housing is converted under RAD. However, once the property is converted, it will no longer be eligible to be counted towards the unit count for future ROSS-SC grants, nor will its residents be eligible to be served by future ROSS-SC grants, which, by statute, can only serve public housing residents. At the completion of the ROSS-SC grant, PHAs should follow the normal closeout procedures outlined in the grant agreement. Please note that ROSS-SC grantees may be a non-profit or local

<sup>38</sup> The funding streams for the PH FSS Program and the HCV FSS Program were first merged pursuant to the FY 2014 appropriations act. As a result, PHAs can serve both PH residents and HCV participants, including PBV participants, with FSS funding awarded under the FY 2014 FSS Notice of Funding Availability (FSS NOFA) and any other NOFA under which the combination of funds remains in the applicable appropriations act. For PHAs that had managed both programs separately and now have a merged program, a conversion to PBV should not impact their FSS participants.

<sup>39</sup> Where the PHA maintains a public housing program, any forfeited funds that had been escrowed prior to conversion would revert to the PHA's Operating Reserves.

Resident Association and this consequence of a RAD conversion may impact those entities. To facilitate the uniform treatment of residents and units at a Covered Project, any non-RAD PBV units located in the same Covered Project shall be subject to the terms of this provision.

5. **Resident Participation and Funding.** In accordance with Attachment 1B, residents of Covered Projects with assistance converted to PBV will have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment and be eligible for resident participation funding. To facilitate the uniform treatment of residents and units at a Covered Project, any non-RAD PBV units located in the same Covered Project shall be subject to the terms of this provision.
6. **Resident Procedural Rights.** The following items must be incorporated into both the Section 8 Administrative Plan and the Project Owner's lease, which includes the required tenancy addendum (HUD Form 52530-c), as appropriate. Evidence of such incorporation may be requested by HUD for purposes of monitoring the program.
  - a. **Termination Notification.** HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects that convert assistance under RAD and to non-RAD PBV units located at the Covered Project. In addition to the regulations at 24 CFR § 983.257 related to Project Owner termination of tenancy and eviction (which MTW agencies may not alter), the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall be :
    - i. A reasonable period of time, but not to exceed 30 days:
      1. If the health or safety of other tenants, Project Owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
      2. In the event of any drug-related or violent criminal activity or any felony conviction;
    - ii. Not less than 14 days in the case of nonpayment of rent; and
    - iii. Not less than 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.
  - b. **Grievance Process.** Pursuant to requirements in the RAD Statute, HUD is establishing additional resident procedural rights to comply with section 6 of the Act.

For the termination of assistance and several other PHA determinations, PBV program rules require the PHA to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will specify alternative requirements for 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, to require that:

- i. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(v),<sup>40</sup> an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a Project Owner action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.
  1. For any hearing required under 24 CFR § 982.555(a)(1)(i)-(v), the contract administrator will perform the hearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR § 982.555(e)(4)(i).
  2. For any additional hearings required under RAD, the Project Owner will perform the hearing.
- ii. There is no right to an informal hearing for class grievances or to disputes between residents not involving the Project Owner or Contract Administrator.
- iii. The Project Owner gives residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).
- iv. The Project Owner provides opportunity for an informal hearing before an eviction.

Current PBV program rules require that hearing procedures must be outlined in the PHA's Section 8 Administrative Plan.

To facilitate the uniform treatment of residents and units at a Covered Project, any non-RAD PBV units located in the same Covered Project shall be subject to the terms of this provision.

<sup>40</sup> § 982.555(a)(1)(iv) is not relevant to RAD as the tenant-based certificate program has been repealed.

7. **Earned Income Disregard (EID).** Tenants who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID after conversion, in accordance with regulations at 24 CFR § 5.617. Upon the expiration of the EID for such families, the rent adjustment shall not be subject to rent phase-in, as described in Section 1.6.C.4; instead, the rent will automatically rise to the appropriate rent level based upon tenant income at that time.

Under the Housing Choice Voucher program, the EID exclusion is limited only to persons with disabilities (24 CFR § 5.617(b)). In order to allow all tenants (including non-disabled persons) who are employed and currently receiving the EID at the time of conversion to continue to benefit from this exclusion in the PBV project, the provision in 24 CFR § 5.617(b) limiting EID to disabled persons is waived. The waiver, and resulting alternative requirement, apply only to tenants receiving the EID at the time of conversion. No other tenant (e.g., tenants that move into the property following conversion or tenants who at one time received the EID but are not receiving the EID exclusion at the time of conversion due to loss of employment) is covered by this waiver. To facilitate the uniform treatment of residents and units at a Covered Project, any non-RAD PBV units located in the same Covered Project shall be subject to the terms of this provision.

8. **Jobs Plus.** Jobs Plus grantees awarded FY14 and future funds that convert the Jobs Plus target projects(s) under RAD will be able to finish out their Jobs Plus period of performance unless significant relocation and/or change in building occupancy is planned. If either is planned at the Jobs Plus target project(s), HUD may allow for a modification of the Jobs Plus work plan or may, at the Secretary's discretion, choose to end the Jobs Plus program at that project. If the program is continued, the Project Owner must agree to continue to implement the program according to HUD's program requirements. Jobs Plus target public housing projects must enroll public housing residents into the Jobs Plus rent incentive, JPEID, prior to conversion. Any resident of the Covered Project that had not enrolled prior to conversion is not eligible to enroll in JPEID but may utilize Jobs Plus services that predominantly benefit the former public housing residents who resided at the target project at the time of RAD conversion. To facilitate the uniform treatment of residents and units at a Covered Project, any non-RAD PBV units located in the Covered Project may voluntarily utilize Jobs Plus services that predominantly benefit the former public housing residents who resided at the target project at the time of RAD conversion.
9. **When Total Tenant Payment Exceeds Gross Rent.** Under normal PBV rules, the PHA may select an occupied unit to be included under the PBV HAP Contract only if the unit's occupants are eligible for housing assistance payments (24 CFR

§ 983.53(c)). Also, a PHA must remove a unit from the contract when no assistance has been paid for 180 days because the family's TTP has risen to a level that is equal to or greater than the contract rent, plus any utility allowance, for the unit (i.e., the Gross Rent) (24 CFR § 983.258). Since the rent limitation under this Section of the Notice may result in a family's TTP equaling or exceeding the gross rent for the unit, for residents living in the Converting Project prior to conversion and who will return to the Covered Project after conversion, HUD is waiving both of these provisions and requiring that the unit for such families be placed on and/or remain under the HAP Contract when TTP equals or exceeds the Gross Rent. Further, HUD is establishing the alternative requirement that until such time that the family's TTP falls below the gross rent, the rent to the owner for the unit will equal the lesser of (a) the family's TTP, less the Utility Allowance, or (b) any applicable maximum rent under LIHTC regulations. During any period when the family's TTP falls below the gross rent, normal PBV rules shall apply. As necessary to implement this alternative provision, HUD is waiving the provisions of Section 8(o)(13)(H) of the Act and the implementing regulations at 24 CFR § 983.301 as modified by Section 1.6.B.5 of this Notice.<sup>41</sup> In such cases, the resident is considered a participant under the program and all of the family obligations and protections under RAD and PBV apply to the resident. Likewise, all requirements with respect to the unit, such as compliance with the HQS requirements, apply as long as the unit is under HAP Contract. The PHA is required to process these individuals through the Form 50058 submodule in PIC. To facilitate the uniform treatment of residents and units at a Covered Project, any non-RAD PBV units located in the same Covered Project shall be subject to the terms of this provision.

Unless a waiver is requested and approved as described below, any new admission to the Covered Project must meet the eligibility requirements at 982.201 and require a subsidy payment at admission to the program, which means their TTP may not equal or exceed the gross rent for the unit at that time. Further, a PHA must remove a unit from the contract when no assistance has been paid for 180 days. If units are removed from the HAP contract because a new admission's TTP comes to equal or exceed the gross rent for the unit and if the project is fully assisted, HUD is imposing an alternative requirement that the PHA must reinstate the unit after the family has left the property. If the project is partially assisted, the PHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR §983.207 or, where "floating units have been permitted, Section 1.6.B.10 of the Notice.

<sup>41</sup> For example, a public housing family residing in a property converting under RAD has a TTP of \$600. The property has an initial Contract Rent of \$500, with a \$50 Utility Allowance. Following conversion, the residents is still responsible for paying \$600 in tenant rent and utilities.

A PHA may request a waiver from HUD for the Covered Project in order to admit otherwise eligible families whose TTP exceeds gross rent and to allow the units those families occupy to remain under the HAP contract even if the PHA has not made a housing assistance payment for a family in 180 days.

For a Covered Project that consists of 100 percent RAD PBV units, the PHA must demonstrate that a waiver is necessary in order to avoid an undue concentration of poverty at the Covered Project. A PHA may evidence this by providing data showing, for example:

- how eligible income-certified applicants on the waiting list must be passed over because their incomes result in zero HAP at admission causing a higher concentration of poverty at the covered project; or
- how the income of newly admitted families is causing a markedly higher concentration of poverty than the PHA's non-RAD PBV projects.

The resulting impact on the property must be compared with the concentration of poverty at non-RAD PBV projects in the PHA's jurisdiction. If there are no non-RAD PBV projects in the PHA's jurisdiction, the PHA may alternatively demonstrate that the median income of families that could be admitted to the Covered Project is significantly lower than the median income of new admissions from the waiting list to the PHA's HCV program since the time of the RAD conversion.

For any other Covered Project, the PHA must demonstrate that the property contains specific units (e.g., units suitable for large families or accessible units) for which there are insufficient alternative housing opportunities.

If the waiver is approved, the new admission[s] families covered under the waiver are participants under the program and all of the family obligations and protections under RAD and PBV apply to the family, and the unit is subject to all program requirements. Such waiver requests should be submitted to the PIH Field Office in accordance with Notice PIH 2018-16.

10. **Under-Occupied Unit.** If a family is in an under-occupied unit under 24 CFR § 983.260 at the time of conversion, the family may remain in this unit until an appropriate-sized unit becomes available in the Covered Project. When an appropriate-sized unit becomes available in the Covered Project, the family living in the under-occupied unit must move to the appropriate-sized unit within a reasonable period of time, as determined by the administering Voucher Agency. In order to allow the family to remain in the under-occupied unit until an appropriate-sized unit becomes

available in the Covered Project, 24 CFR § 983.260 is waived for current residents remaining or returning to the Covered Project. MTW agencies may not modify this requirement. To facilitate the uniform treatment of residents and units at a Covered Project, any non-RAD PBV units located in the same Covered Project shall be subject to the terms of this provision.

**D. PBV: Other Miscellaneous Provisions**

1. **Access to Records, Including Requests for Information Related to Evaluation of Demonstration.** PHAs and the Project Owner must cooperate with any reasonable HUD request for data to support program evaluation, including but not limited to project financial statements, operating data, Choice-Mobility utilization, and rehabilitation work. Please see Appendix IV for reporting units in Form HUD-50058.
2. **Ongoing PHA Board Review of Operating Budget.** The Owner must submit to the administering PHA's Board the operating budget for the Covered Project annually. The PHA's Board must confirm that the Project Owner is making deposits into the Reserve for Replacement account in accordance with the RCC as well as assess the financial health of the Covered Project.<sup>42</sup>
3. **Davis-Bacon Act and Section 3 of the Housing and Urban Development Act of 1968 (Section 3).** These sections have been moved to 1.4.A.13 and 1.4.A.14.
4. **Establishment of Waiting List.** 24 CFR § 983.251 sets out PBV program requirements related to establishing and maintaining a voucher-wide, PBV program-wide, or site-based waiting list from which residents for the Covered Project will be admitted. These provisions shall apply unless the project is covered by a remedial order or agreement that specifies the type of waiting list and other waiting list policies. The PHA shall consider the best means to transition applicants from the current public housing waiting list, including:
  - a. Transferring an existing site-based waiting list to a new site-based waiting list.
  - b. Transferring an existing site-based waiting list to a PBV program-wide or HCV program-wide waiting list.
  - c. Transferring an existing community-wide public housing waiting list to a PBV program-wide or HCV program-wide waiting list, an option

<sup>42</sup> For PBV conversions that are not FHA-insured, a future HUD notice will describe project financial data that may be required to be submitted by a PBV owner for purposes of monitoring and evaluation, given that PBV projects do not submit annual financial statements to HUD/REAC.



particularly relevant for PHAs converting their entire portfolio under RAD.

- d. Informing applicants on a community-wide public housing waiting list how to transfer their application to one or more newly created site-based waiting lists.

For any applicants on the public housing waiting list that are likely to be ineligible for admission to a Covered Project converting to PBV because the household's TTP is likely to exceed the RAD gross rent, the PHA shall consider transferring such household, consistent with program requirements for administration of waiting lists, to the PHA's remaining public housing waiting list(s) or to another voucher waiting list, in addition to transferring such household to the waiting list for the Covered Project.

To the extent any wait list relies on the date and time of application, the applicants shall have priority on the wait list(s) to which their application was transferred in accordance with the date and time of their application to the original waiting list.

If the PHA is transferring assistance to another neighborhood and, as a result of the transfer of the waiting list, the applicant would only be eligible for a unit in a location which is materially different from the location to which the applicant applied, the PHA must notify applicants on the waiting list of the transfer of assistance, and on how they can apply for residency at other sites.

If using a site-based waiting list, PHAs shall establish a waiting list in accordance with 24 CFR § 903.7(b)(2)(ii)-(iv) to ensure that applicants on the PHA's public housing community-wide waiting list have been offered placement on the Covered Project's initial waiting list. In all cases, PHAs have the discretion to determine the most appropriate means of informing applicants on the public housing community-wide waiting list given the number of applicants, PHA resources, and admissions requirements of the projects being converted under RAD. A PHA may consider contacting every applicant on the public housing waiting list via direct mailing; advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (e.g., radio stations, posters, newspapers) within the marketing area; informing local non-profit entities and advocacy groups (e.g., disability rights groups); and conducting other outreach as appropriate. Any activities to contact applicants on the public housing waiting list must be conducted in accordance with the requirements for effective

communication with persons with disabilities at 24 CFR § 8.6 and with the obligation to provide meaningful access for persons with limited English proficiency (LEP).<sup>43</sup>

When using a site-based waiting list, PHAs should consider waiting list and transfer policies that expand opportunities for tenants seeking an emergency transfer under, or consistent with, the PHA's Emergency Transfer Plan. This includes allowing for easier moves between assisted properties.

To implement this provision, HUD is specifying alternative requirements for 24 CFR § 983.251(c)(2). However, after the initial waiting list has been established, the PHA shall administer its waiting list for the Covered Project in accordance with 24 CFR § 983.251(c). To facilitate the uniform treatment of residents and units at a Covered Project, any non-RAD PBV units located in the same Covered Project shall be subject to the terms of this provision.

A PHA must maintain any site-based waiting list in accordance with all applicable civil rights and fair housing laws and regulations.

5. **Mandatory Insurance Coverage.** The Covered Project shall maintain at all times commercially available property and liability insurance to protect the project from financial loss and, to the extent insurance proceeds permit, promptly restore, reconstruct, and/or repair any damaged or destroyed project property.
6. **Future Refinancing.** Project Owners must receive HUD approval for any refinancing or restructuring of secured debt during the HAP Contract term to ensure the financing is consistent with long-term preservation of the Covered Project. With respect to any financing contemplated at the time of conversion (including any permanent financing which is a conversion or take-out of construction financing), such consent may be evidenced through the RCC but HUD review of liens must be performed prior to execution.
7. **Administrative Fees for Public Housing Conversions During the Year of Conversion.** For the remainder of the Calendar Year in which the HAP Contract becomes effective (i.e., the "year of conversion"), RAD PBV projects will be funded with public housing funds. For example, if the project's assistance converts effective July 1, 2015, the public housing ACC between the PHA and HUD will be amended to

<sup>43</sup> For more information on serving persons with LEP, please see HUD's Final guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (72 FR 2732), published on January 22, 2007.

reflect the number of units under HAP Contract, but will be for zero dollars, and the RAD PBV HAP Contract will be funded with public housing money for July through December 2015. Since TBRA is not the source of funds, PHAs should not report leasing and expenses into VMS during this period, and PHAs will not receive section 8 administrative fee funding for converted units during this time.

PHAs operating an HCV program typically receive administrative fees for units under a HAP Contract, consistent with recent appropriation act references to "section 8(q) of the [United States Housing Act of 1937] and related appropriations act provisions in effect immediately before the Quality Housing and Work Responsibility Act of 1998" and 24 CFR § 982.152(b). During the year of conversion mentioned in the preceding paragraph, these provisions are waived. PHAs will not receive Section 8 administrative fees for PBV RAD units during the year of conversion.

After the year of conversion, the Section 8 ACC will be amended to include Section 8 funding that corresponds to the units covered by the Section 8 ACC. At that time, the regular Section 8 administrative fee funding provisions will apply.

8. **Choice-Mobility.** One of the key features of the PBV program is the mobility component, which provides that if the family has elected to terminate the assisted lease at any time after the first year of occupancy in accordance with program requirements, the PHA must offer the family the opportunity for continued tenant-based rental assistance, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance.

If as a result of participation in RAD a significant percentage of the PHA's HCV program becomes PBV assistance, it is possible for most or all of a PHA's turnover vouchers to be used to assist those RAD PBV families who wish to exercise mobility. While HUD is committed to ensuring mobility remains a cornerstone of RAD policy, HUD recognizes that it remains important for the PHA to still be able to use tenant-based vouchers to address the specific housing needs and priorities of the community. Therefore, HUD is establishing the following alternative requirement for PHAs where, as a result of RAD, the total number of PBV units (including RAD PBV units) under HAP Contract administered by the PHA exceeds 20 percent of the PHA's authorized units under its HCV ACC with HUD: The alternative mobility policy provides that an eligible voucher agency would not be required to provide more than three-quarters of its turnover vouchers in any single year to the residents of Covered Projects. While a voucher agency is not required to establish a voucher inventory turnover cap, if such a cap is implemented, the voucher agency must create and maintain a waiting list in the order in which the requests from eligible households

were received. In order to adopt this provision, this alternative mobility policy must be included in an eligible PHA's administrative plan.

To effectuate this provision, HUD is providing an alternative requirement to Section 8(o)(13)(E) of the Act and 24 CFR § 983.261(c). Please note that this alternative requirement does not apply to PBVs entered into outside of the context of RAD. MTW agencies may not alter this requirement.

9. **Reserve for Replacement.** The Project Owner shall establish and maintain a replacement reserve in an interest-bearing account to aid in funding extraordinary maintenance and repair and replacement of capital items in accordance with applicable regulations. The reserve must be built up to and maintained at a level determined by HUD to be sufficient to meet projected requirements. For FHA transactions, Replacement Reserves shall be maintained in accordance with the FHA Regulatory Agreement. For all other transactions, Replacement Reserves shall be maintained in a bank account or similar instrument, as approved by HUD, where funds will be held by the Project Owner or mortgagee and may be drawn from the reserve account and used subject to HUD guidelines.
10. **Initial Certifications and Tenant Rent Calculations.** The Contract Administrator uses the family's public housing tenant rent (reflected on line 10f of the family's most recent HUD Form 50058) at the date of the conversion to calculate the PBV HAP and tenant rent until the effective date of the earlier of the family's first regular or interim recertification following the date of conversion. At the earlier of the family's first regular or interim recertification, the Contract Administrator will use the family's TTP based on the recertification and the HCV utility allowance (or the PBV site-specific utility allowance, if applicable) to determine the PBV HAP and tenant rent. This means that the family pays the same tenant rent as the family was paying under the public housing program until the earlier of first regular or interim reexamination following conversion, at which point the normally applicable PBV calculation for the tenant rent becomes effective. (Under the PBV program, the monthly HAP is the rent to owner minus the tenant rent, and the tenant rent is the family TTP minus the utility allowance.) To facilitate the uniform treatment of residents and units at a Covered Project, any non-RAD PBV units located in the same property as the Covered Project shall be subject to the terms of this provision. To effectuate this provision, HUD is waiving 24 CFR 5.601 and 983.3(c)(6)(iii).

Appendix 2: SAMPLE RAD GENERAL INFORMATION NOTICE (GIN)

PHA LETTERHEAD

RENTAL ASSISTANCE DEMONSTRATION (RAD)  
GENERAL INFORMATION NOTICE (GIN)

[Date]

Dear [Resident Name],

The property you currently occupy is being proposed for participation in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. At this time, we expect that [the proposed acquisition, rehabilitation or demolition, may require you to be relocated (temporarily or permanently) from your unit]. We will provide further details to you as plans develop. This notice does not mean that you need to leave the property at this time. This is not a notice of eligibility for relocation assistance. The remainder of this letter only applies to situations where you will need to be relocated from your unit.

This notice serves to inform you of your potential rights under the RAD program and a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). If the proposed RAD project receives HUD approval and if you are displaced permanently as a result, you may become eligible for relocation assistance and payments under the URA, including:

- 1) Relocation advisory services that include referrals to replacement properties, help in filing payment claims and other necessary assistance to help you successfully relocate;
- 2) At least 90 days' advance written notice of the date you will be required to move;
- 3) Payment for moving expenses; and
- 4) Payments to enable you to rent a similar replacement home.

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an immigrant lawfully present in the United States.

As a resident of a property participating in RAD, you have the right to return to the project after the project is complete. You will be able to lease and occupy a unit in the converted project when rehabilitation is complete.

If you are permanently displaced from your home, you will not be required to move until you are given at least 90-day advance written notice of any required move and at least one comparable replacement dwelling has been made available to you. If you are temporarily relocated and your temporary relocation lasts more than one year, you will be contacted and offered permanent relocation assistance as a displaced person under the URA. This assistance would be in addition

to any assistance you may receive in connection with temporary relocation and will not be reduced by the amount of any temporary relocation assistance you have already received.

If you are required to relocate from the property in the future, you will be informed in writing. [PHA] will inform you of what assistance and payments you are eligible for if you will be relocated because of RAD and how you will receive these payments. If you become a displaced person, you will be provided reasonable assistance necessary to complete and file any required claim to receive a relocation payment. If you feel that your eligibility for assistance is not properly considered, you will also have the right to appeal a determination on your eligibility for relocation assistance.

You should continue to pay your rent and meet any other requirements specified in your lease. If you fail to do so, [PHA] may have cause for your eviction. If you choose to move, or if you are evicted, prior to receiving a formal notice of relocation eligibility, you may become ineligible to receive relocation assistance. It is very important for you to contact us before making any moving plans.

You will be contacted soon so that we can provide you with more information about the proposed project. If the project is approved, we will make every effort to accommodate your needs. In the meantime, if you have any questions about our plans, please contact: [Name, Title, Address, Phone, Email Address]. This letter is important to you and should be retained.

Sincerely,

[Name]

[Title]

NOTES:

1. Files must indicate how this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378)
2. This is a sample GIN. PHAs should revise it to reflect project-specific circumstances.
3. PHAs may provide residents with HUD brochure "Relocation Assistance To Residents Displaced From Their Homes" available at:  
<http://www.hud.gov/offices/cpd/library/relocation/publications/1042.pdf>.

Appendix 3: SAMPLE RAD NOTICE OF RELOCATION (For relocation anticipated for a year or less)

**THIS IS A GUIDE FORM.  
REVISE TO REFLECT THE PROJECT-SPECIFIC CIRCUMSTANCES.**

PHA Letterhead

(date)

Dear [Resident Name],

The property you currently occupy is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. On [date], the [Public Housing Authority] (PHA) notified you of proposed plans to [acquire/ rehabilitate/demolish] the property you currently occupy at [address]. On [date], HUD issued the RAD Conversion Commitment (RCC) and committed federal financial assistance to the project. [In instances where a Notice of Intent to Acquire is applicable and this notice is being sent before the RCC is issued, in lieu of the previous sentence noting the RCC issuance date, insert: [Name of entity acquiring the property] (Displacing Agency) intends to acquire the property you currently occupy. This is a Notice of Intent to Acquire.]

In order for PHA to complete the project, you will need to be relocated for [anticipated duration of relocation]. Upon completion of the project, you will be able to lease and occupy your present unit or another decent, safe and sanitary unit in the completed project under reasonable terms and conditions. You are eligible for relocation payments and assistance.

However, you do not need to move now. This notice informs you that a decent, safe, and sanitary dwelling unit, listed below, has been made available to you and you will be required to move by [insert date at least 30 days after the date of this notice].

If your temporary relocation exceeds one year and you qualify as a "displaced person" under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), you may be eligible for further relocation assistance and payments under URA.

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

The relocation assistance to which you are entitled includes:

- ☐ Payment for Moving Expenses. You are entitled to be reimbursed for all reasonable out-of-pocket expenses incurred in connection with any temporary

move. [PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 4 of this Notice.]

- ☐ The location of your temporary replacement unit is [address]. This temporary housing has been determined to be decent, safe and sanitary.
- ☐ [List appropriate relocation advisory services and any other services and assistance provided.]

If you disagree with this determination, you may file a written appeal to the PHA in accordance with 49 CFR 24.10.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [Name, Title, Address, Phone, Email Address] before you make any moving plans. He/she will assist you with your move to a temporary unit and help ensure that you preserve your eligibility for any relocation payments to which you may be entitled.

**Remember, do not move or commit to the purchase or lease of a replacement home before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.**

Sincerely,

\_\_\_\_\_  
Print name:

Title:

NOTE: The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See 49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378.)



Appendix 4: SAMPLE RAD NOTICE OF RELOCATION (For relocation anticipated for more than a year)

**THIS IS A GUIDE FORM.  
REVISE TO REFLECT THE PROJECT-SPECIFIC CIRCUMSTANCES.**

PHA Letterhead

(date)

Dear [Resident Name],

The property you currently occupy is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. On [date], the [Public Housing Authority] (PHA), notified you of proposed plans to [acquire/ rehabilitate/ demolish] the property you currently occupy at [address]. On [date], HUD issued the RAD Conversion Commitment (RCC) and committed federal financial assistance to the project. [In instances where a Notice of Intent to Acquire is applicable and this notice is being sent before the RCC is issued, in lieu of the previous sentence noting the RCC issuance date, insert: [Name of entity acquiring the property] (Displacing Agency) intends to acquire the property you currently occupy. This is a Notice of Intent to Acquire.]

In order for PHA to complete the project, you will need to be relocated for [anticipated duration of relocation]. Upon completion of the project, you will be able to lease and occupy your present unit or another decent, safe and sanitary unit in the completed project under reasonable terms and conditions. You are eligible for relocation assistance and payments. Because we expect your relocation to exceed one year, you have the choice to either:

- Receive temporary relocation assistance and return to a unit in the RAD project once it is complete; or
- Receive permanent relocation assistance and payments consistent with the URA instead of returning to the completed RAD project.

You must inform us of your choice within 30 days.

However, you do not need to move now. If you choose temporary relocation assistance, you will not be required to move sooner than 30 days after you receive notice that a temporary unit is available for you. If you choose permanent relocation assistance, you will not be required to move sooner than 90 days after you receive written notice that at least one comparable replacement unit is available to you in accordance with 49 CFR 24.204(a). [Note to PHA: These time periods may start running as of the date of this Notice if the notice of relocation includes such information on the temporary and/or comparable replacement dwelling options, as applicable. In such circumstance, add applicable sentences to adequately notify the resident. For example: This notice informs you that a temporary unit, listed below, has been made available to you and, if you choose this option, you will be required to move by [date no sooner than 30 days after notice]. This notice informs you

that a comparable unit, listed below, has been made available to you and, if you choose this option, you will be required to move by [date no sooner than 90 days after notice].]

If you choose temporary relocation, your relocation exceeds one year and you qualify as a "displaced person" under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), you may become eligible for further relocation assistance and payments under URA.

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

If you choose to receive temporary relocation assistance, this assistance will include:

- Payment for Moving Expenses. You are entitled to be reimbursed for all reasonable out-of-pocket expenses incurred in connection with any temporary move. [PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 4 of this Notice.]
- The location of your temporary replacement unit is [address]. This temporary housing has been determined to be decent, safe and sanitary.
- [List appropriate relocation advisory services and any other services and assistance provided.]

If you elect to receive permanent relocation assistance, this assistance will include:

- Relocation Advisory Services. You are entitled to receive current and continuing information on available comparable replacement units and other assistance to help you find another home and prepare to move.
- Payment for Moving Expenses. [PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 5 of this Notice.]
- Replacement Housing Payment. You may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors including: (1) the monthly rent and cost of utility services for a comparable replacement unit, (2) the monthly rent and cost of utility services for your present unit, and (3) 30% of your average monthly gross household income. This payment is calculated on the difference between the old and new housing costs for a one-month period and multiplied by 42.
- [PHA: list here any permanent relocation assistance offered, such as a Housing Choice Voucher.]

- ☐ Listed below are three comparable replacement units that you may wish to consider for your replacement home. If you would like, we can arrange transportation for you to inspect these and other replacement units.

	Address	Rent & Utility Costs	Contact Info
1.			
2.			
3.			

We believe that the unit located at [address] is most representative of your original unit in the converting RAD project. The monthly rent and the estimated average monthly cost of utilities for this unit is [\$ amount] and it will be used to calculate your maximum replacement housing payment. Please contact us immediately if you believe this unit is not comparable to your original unit. We can explain our basis for selecting this unit as most representative of your original unit and discuss your concerns.

Based on the information you have provided about your income and the rent and utilities you now pay, you may be eligible for a maximum replacement housing payment of approximately [\$ (42 x monthly amount)], if you rent the unit identified above as the most comparable to your current home or rent another unit of equal cost.

Replacement housing payments are not adjusted to reflect future rent increases or changes in income. This is the maximum amount that you would be eligible to receive. If you rent a decent, safe and sanitary home where the monthly rent and average estimated utility costs are less than the comparable unit, your replacement housing payment will be based on the actual cost of that unit. All replacement housing payments must be paid in installments. Your payment will be paid in [#] installments.

You may choose to purchase (rather than rent) a decent, safe and sanitary replacement home. If you do, you would be eligible for a down-payment assistance payment which is equal to your maximum replacement housing payment, [\$amount.] *[PHAs should note that, at the agency's discretion, a down-payment assistance payment that is less than \$5,250 may be increased to any amount not to exceed \$5,250. (See 49 CFR 24.402(c)(1)).]* Let us know if you are interested in purchasing a replacement home and we will help you locate such housing.

Please note that all replacement housing must be inspected in order to ensure it is decent, safe and sanitary before any replacement housing payments are made.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [Name, Title, Address, Phone, Email Address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which you may be entitled.

Remember, do not move or commit to the purchase or lease of a replacement home before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

Sincerely,

\_\_\_\_\_  
Print name:

Title:

Enclosure/s

*NOTE: The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See 49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378.)*

Appendix 5: SAMPLE NOTICE OF ELIGIBILITY FOR URA RELOCATION ASSISTANCE (For residents who have been temporarily relocated for more than a year)

**THIS IS A GUIDE FORM.  
IT SHOULD BE REVISED TO REFLECT THE CIRCUMSTANCES.**

PHA Letterhead

(date)

Dear [Resident]:

The property you formerly occupied at [address] is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. You have been temporarily relocated from that property since [date.] Your temporary relocation has exceeded one year.

It has been determined that you qualify as a "displaced person" according to the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You are eligible for relocation assistance and payments under the URA.

You may choose to remain temporarily relocated and return to a unit in the RAD project once it is completed. It is currently estimated that you may return to the RAD project by [date]. If you choose to remain temporarily relocated, you will stay at your current location until the RAD project is completed.

Alternatively, you may choose permanent relocation assistance and payments for which you are eligible, as listed below. If you choose permanent relocation assistance, you give up your right to return to the completed RAD project. However, you do not need to move now. If you choose permanent relocation assistance instead of exercising your right to return to the completed RAD project, you will not be required to move sooner than 90 days from the date that at least one comparable replacement unit has been made available to you. [Alternatively: You will not be required to move sooner than 90 days from the date of this notice, which informs you of a comparable replacement unit that has been made available for you].

This is your Notice of Eligibility for relocation assistance.

The effective date of your eligibility is [insert date that relocation exceeds one year.]

**NOTE:** Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

Enclosed is a brochure entitled, "Relocation Assistance to Tenants Displaced From Their Homes." Please read the brochure carefully. It explains your rights and provides additional information on eligibility for relocation payments and what you must do in order to receive these payments.

The relocation assistance to which you are entitled includes:

- Relocation Advisory Services. You are entitled to receive current and continuing information on available comparable replacement units and other assistance to help you find another home and prepare to move.
- Payment for Moving Expenses. *[PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 5 of this Notice.]* This is in addition to any amounts received to reimburse for any reasonable out-of-pocket expenses incurred in connection with the temporary move.
- Replacement Housing Payment. You may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors including: (1) the monthly rent and cost of utility services for a comparable replacement unit, (2) the monthly rent and cost of utility services for your present home, and (3) for low-income persons, 30 percent of your average monthly gross household income. This payment is calculated on the difference between the old and new housing costs for a one-month period and multiplied by 42.
- *[PHA list here any other relocation assistance offered the resident, such as Housing Choice Voucher.]*

Listed below are three comparable replacement units that you may wish to consider for your replacement home. If you would like, we can arrange transportation for you to inspect these and other replacement units.

	Address	Rent & Utility Costs	Contact Info
1.			
2.			
3.			

We believe that the unit located at *[address]* is most representative of the original unit you occupied in the converting RAD project. The monthly rent and the estimated average monthly cost of utilities for this unit is *[\$amount]* and it will be used to calculate your maximum replacement housing payment. Please contact us immediately if you believe this unit is not comparable to your original unit. We can explain our basis for selecting this unit as most representative of your original unit and discuss your concerns.

Based on the information you have provided about your income and the rent and utilities you now pay, you may be eligible for a maximum replacement housing payment of approximately \$ [42 x \$Amount], if you rent the unit identified above as the most comparable to your current home or rent another unit of equal cost.

Replacement housing payments are not adjusted to reflect future rent increases or changes in income. This is the maximum amount that you would be eligible to receive. If you rent a decent, safe and sanitary home where the monthly rent and average estimated utility costs are less than the comparable unit, your replacement housing payment will be based on the actual cost of that unit. All replacement housing payments must be paid in installments. Your payment will be paid in [#] installments.

Should you choose to purchase (rather than rent) a decent, safe and sanitary replacement home, you would be eligible for a downpayment assistance payment which is equal to your maximum replacement housing payment, [\$ amount] *[PHAs should note that, at the agency's discretion, a downpayment assistance payment that is less than \$5,250 may be increased to any amount not to exceed \$5,250. (See 49 CFR 24.402(c)(1)).]* Let us know if you are interested in purchasing a replacement home and we will help you locate such housing.

Please note that all replacement housing must be inspected in order to ensure it is decent, safe, and sanitary before any replacement housing payments are made.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [Name, Title, Address, Phone, Email Address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for any applicable relocation payments.

**Remember, do not move or commit to the purchase or lease of a replacement home before** we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

Sincerely,

---

Print Name:  
Title:

Enclosure/s

**NOTE:** The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See 49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378.)



ASSISTANT SECRETARY FOR HOUSING-  
FEDERAL HOUSING COMMISSIONER

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-8000

Special Attention of:  
Public Housing Agencies  
Public Housing Hub Office Directors  
Public Housing Program Center Directors  
Regional Directors  
Field Office Directors  
RAD Transaction Managers

Notice H 2014-09  
PIH 2014-17

Issued: July 14, 2014

This notice remains in effect until amended,  
superseded, or rescinded.

Cross Reference: PIH Notice 2012-32 (HA)  
REV 1

**Subject: Relocation Requirements under the Rental Assistance Demonstration (RAD)  
Program, Public Housing in the First Component**

**1. Purpose**

This Notice provides public housing agencies (PHAs)<sup>1</sup> and their partners with information and resources on applicable program and relocation assistance requirements when planning for or implementing resident moves as a result of a **Rental Assistance Demonstration (RAD)** conversion<sup>2</sup> under the first component of the demonstration.<sup>3</sup> This Notice provides guidance on RAD relocation requirements and requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA), as they relate to the public housing conversion process under the first component.<sup>4</sup>

<sup>1</sup> This Notice always uses the term "PHA" to refer to the owner of the project prior to and after the RAD conversion, even though, in some cases, the owner of the converted RAD project may be another public entity, a non-profit organization, or other owner (e.g., low-income housing tax credit owner). In addition, this Notice uses "PHA" to refer to the "displacing agency," a URA term that means the agency or person that carries out a program or project, which will cause a resident to become a displaced person. Projects vary and, for any specific task described in this Notice, may require substituting in a reference to a party that is more appropriate for a specific project.

<sup>2</sup> The content of this Notice should not be relied upon in carrying out any other activities funded under any other HUD program, except where specifically directed by HUD.

<sup>3</sup> The "first component" of RAD allows public housing and Moderate Rehabilitation properties to convert assistance; the "second component" refers to conversion of Rent Supplement, Rental Assistance Payment, and Moderate Rehabilitation properties upon contract expiration or termination.

<sup>4</sup> Relocation concerns and URA requirements apply to both components of RAD. This notice provides guidance only as to the first component.



Relocation assistance provided pursuant to public housing and RAD requirements is broader than URA relocation assistance requirements. Not all specific situations requiring relocation under RAD may trigger URA assistance requirements. In addition, whereas all qualifying residents<sup>5</sup> of a converting public housing project are eligible for relocation assistance under RAD, some residents or household members may not meet the statutory and regulatory requirements for eligibility under URA. This Notice supersedes PIH Notice 2012-32 (HA), REV-1, with respect to relocation matters. This Notice also specifically addresses when relocation may begin (see Section 9 below). As necessary, the Department will issue additional guidance on relocation issues and requirements as they relate to RAD.

## **2. Background**

RAD allows public housing properties to convert assistance to long-term project-based Section 8 contracts. In many cases, a RAD project may require relocation of residents when properties undergo repairs, are demolished and rebuilt, or when the assistance is transferred to another site. PIH Notice 2012-32 REV-1 (see also FR Notice 5630-N-05, 78 FR 39759-39763 (July 2, 2013)) details RAD program requirements.

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA) is a federal law that establishes minimum standards for federally-funded programs and projects that include the acquisition of real property (real estate) and/or displace persons from their homes, businesses, or farms as a result of acquisition, rehabilitation, or demolition of real property.<sup>6</sup> The URA will apply to acquisitions of real property and relocation of persons from real property that occurs as a direct result of acquisition, rehabilitation, or demolition for a project that involves conversion of assistance to Project-Based Voucher (PBV) or Project-Based Rental Assistance (PBRA) programs under RAD.

Additionally, all relocation conducted as part of a RAD conversion and all relocation assistance provided under URA must be consistent with applicable fair housing and civil rights laws, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973.

Because each RAD proposal varies in its scope, this Notice may not address each PHA's specific circumstances. RAD PHAs and participants should carefully review the regulations, notices, and guidance material referenced in this Notice. Any questions related to the applicability of these requirements should be referred to the RAD Transaction Managers (TM) or may be emailed to [rad@hud.gov](mailto:rad@hud.gov).

## **3. Applicable Legal Authorities**

<sup>5</sup> The term "resident" as used in this Notice refers to eligible resident families of public housing residing in a property applying for participation in RAD or a property that undergoes a conversion of assistance through RAD.

<sup>6</sup> HUD Handbook 1378 (Tenant Assistance, Relocation, and Real Property Acquisition), available at: [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/comm\\_planning/library/relocation/policyandguidance/handbook1378](http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/library/relocation/policyandguidance/handbook1378).

- RAD: Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55, approved November 18, 2011), with the implementing PIH Notice 2012-32, REV-1
- URA statute and implementing regulations: 49 CFR part 24
- FHEO: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Fair Housing Act
- Section 104(d) of the Housing and Community Development Act of 1974, statute and implementing regulations (if CDBG and/or HOME funds are used): 24 CFR part 42, subpart C

#### 4. Relocation Planning

If there is a possibility that residents will be relocated as a result of acquisition, demolition, or rehabilitation for a project converting under RAD, PHAs must undertake a planning process in conformance with URA in order to minimize the adverse impact of relocation (49 CFR 24.205(a)).

While a written Relocation Plan is not a requirement under RAD or URA, the Department strongly encourages PHAs to prepare a written Relocation Plan, both to establish their relocation process and to communicate this process consistently and effectively to all relevant stakeholders. Appendix 1 contains recommended elements of a Relocation Plan.

The following presents a general sequencing of relocation planning activities within the RAD milestones:

Stage	Activities
1. Prior to submission of RAD application	<ul style="list-style-type: none"> <li>• Determine potential need for relocation</li> <li>• Meet with residents to discuss plans, communicate right to return, and solicit feedback</li> <li>• Provide <i>General Information Notice</i> (GIN) to residents</li> <li>• Survey residents to prepare Relocation Plan and relocation process cost estimate</li> </ul>
2. After receipt of the Commitment to Enter into a HAP Contract (CHAP) Award	<ul style="list-style-type: none"> <li>• Prepare Significant Amendment to PHA Plan</li> <li>• Assess and refine need for relocation</li> <li>• Develop a Relocation Plan (See Appendix 1 for recommended content)</li> <li>• Identify relocation housing options</li> </ul>
3. Preparing Financing Plan (due to RAD Transaction Manager no later than 180 days following	<ul style="list-style-type: none"> <li>• Budget for relocation expenses</li> <li>• Submit FHEO Accessibility &amp; Relocation checklist (PHAs may submit Relocation Plan along with checklist)</li> </ul>

Stage	Activities
CHAP award)	
4. Receipt of RAD Conversion Commitment (RCC)	<ul style="list-style-type: none"> <li>• The date of issuance of the HUD RCC marks the date of "Initiation of Negotiations" (ION), as defined in the URA (49 CFR 24.2(a)(15))</li> <li>• Provide residents with appropriate notice informing them if they will be relocated and any associated relocation assistance</li> <li>• Meet with residents to describe approved conversion plans and discuss required relocation</li> </ul>
5. Closing/RAD conversion	<ul style="list-style-type: none"> <li>• Generally, resident relocation should not begin until after the date of closing/conversion of assistance under RAD</li> <li>• PHAs must adhere to notification requirements (described in Paragraph 8 of this Notice): generally, a minimum of 30 days for residents to be temporarily relocated for up to a year, and 90 days for permanent relocation</li> <li>• PHAs seeking to move residents prior to closing must receive prior approval from HUD as described in Paragraph 9 of this Notice</li> </ul>

### 5. Resident Right to Return

RAD program rules prohibit the permanent involuntary relocation of residents as a result of conversion. Residents that are temporarily relocated retain the right to return to the project once it has been completed and is in decent, safe, and sanitary conditions.<sup>7</sup> The period during which residents may need to be temporarily relocated is determined by the period of rehabilitation or construction, which will be specific to each project.

If proposed plans for a project would preclude a resident from returning to the RAD project, the resident must be given an opportunity to comment and/or object to such plans. If the resident objects to such plans, the PHA must alter the project plans to accommodate the resident in the converted project. If a resident agrees to such plans, the PHA must secure informed, written consent from the resident to receive permanent relocation assistance and payments consistent with URA and acknowledge that acceptance of such assistance terminates the resident's right to return to the project. In obtaining this consent, PHAs must inform residents of their right to return, potential relocation, and temporary and permanent housing options at least 30 days before residents must make a decision. The PHA cannot employ any tactics to pressure residents into

<sup>7</sup> Where the transfer of assistance to a new site is approved, residents of the converting project will have the right to reside in an assisted unit at the new site once rehabilitation or new construction is complete.

relinquishing their right to return or accepting permanent relocation assistance and payments.<sup>8</sup>  
A PHA may not terminate a resident's lease if it fails to obtain this consent.

PHAs must keep documentation of such information provided to residents and such consent by residents. While HUD does not require PHAs to submit documentation of obtaining this consent, PHAs and participants must properly brief residents on their housing and relocation options and must keep auditable written records of such consultation and decisions. HUD may request this documentation during a review of the FHEO Relocation and Accessibility Checklist or if relocation concerns arise.

Examples of project plans that may preclude a resident from returning to the converted RAD project include, but are not limited to:

- Changes in bedroom distribution (i.e. when larger units will be replaced with smaller units such that current residents would become under-housed or when smaller units will be replaced with larger units such that current residents would become over-housed);
- Where a PHA is reducing the number of assisted units at a property by a de minimis amount<sup>9</sup>, but those units are occupied by assisted residents; or
- The reconfiguration of efficiency apartments, or the repurposing of dwelling units in order to facilitate social service delivery.

In all scenarios where residents voluntarily accept permanent relocation to accommodate project plans, these residents are eligible for permanent relocation assistance and payments under URA. If a resident accepts permanent relocation assistance, the resident surrenders his or her right to return to the completed project.

## **6. Relocation Assistance**

Under RAD, relocation assistance may vary depending on the length of time relocation is required.<sup>10</sup>

a. In instances when the PHA anticipates that a resident will be relocated for more than a year, the PHA must offer the resident the choice of:

- Permanent relocation assistance and payments at URA levels; or
- Temporary relocation assistance, including temporary housing, while the resident retains his or her right to return and reimbursement for all reasonable out-of-pocket expenses associated with the temporary relocation.

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<sup>8</sup> Persons with disabilities returning to the RAD project may not be turned away or placed on a waiting list due to a lack of accessible units. Their accessibility needs must be accommodated.

<sup>9</sup> A reduction in total number of assisted units at RAD project of 5% or less. (Section 1.5.B of PIH 2012-32 REV-1)

<sup>10</sup> Some residents may not qualify for relocation assistance under URA. A nonexclusive listing of persons who do not qualify as displaced persons under URA is at 49 CFR 24.2(a)(9)(ii). See also, Paragraph 1-4(J) of HUD Handbook 1378.

The PHA must give the resident no less than 30 days to decide between permanent and temporary relocation assistance. If the resident elects to permanently relocate with assistance at URA levels, the PHA must inform the resident that his or her acceptance of permanent relocation assistance terminates the resident's right to return to the completed RAD project.

- b. In instances when a resident elects temporary relocation assistance and reoccupies a unit in the completed project within one year, the resident need not be offered permanent relocation assistance pursuant to URA.

Great care must be exercised to ensure that residents are treated fairly and equitably. If a resident is required to relocate temporarily in connection with the project, his or her temporarily occupied housing must be decent, safe, and sanitary and the resident must be reimbursed for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation. These expenses include, but are not limited to, moving expenses and increased housing costs during the temporary relocation.

- c. In the event that a resident elects to receive temporary relocation assistance and the temporary relocation exceeds one year, the resident becomes eligible for all permanent relocation assistance and payments under URA. (This assistance would be in addition to any assistance the person has already received for temporary relocation, and may not be reduced by the amount of any temporary relocation assistance.) In such event, the PHA shall give the resident the opportunity to choose to remain temporarily relocated for an agreed-to period (based on new information about when they can return to the completed RAD unit), or choose to permanently relocate with URA assistance.

PHAs may not propose or request that a displaced person waive rights or entitlements to relocation assistance under the URA. If the resident elects to permanently relocate with URA assistance, the PHA must inform the person that the person's acceptance of URA relocation assistance to permanently relocate will terminate the person's right to return to the completed RAD project. Conversely, unless and until the resident elects to be permanently relocated, the resident may remain temporarily relocated with a right to return to the completed project.

#### **7. Initiation of Negotiations (ION) Date**

Eligibility for URA relocation assistance is generally effective on the date of initiation of negotiations (ION) (49 CFR 24.2(a)(15)). For RAD projects, the ION date is the date of the issuance of the RAD Conversion Commitment (RCC).

#### **8. Resident Notification**

When a project converting under RAD will include relocation of residents, notice must be provided to those resident households. For each notice listed below, one notice shall be given to each resident household. The purpose of these notifications is to ensure that residents are

informed of their potential rights and the relocation assistance available to them. During initial meetings with residents about RAD and in subsequent communications with residents related to relocation, the PHA should inform residents that if they choose to move after receiving a written GIN, but prior to receiving a RAD Notice of Relocation, they may jeopardize their eligibility for relocation assistance. However, PHAs should note that a resident move undertaken as a direct result of the project may still require relocation assistance and the resident may be eligible to receive permanent relocation assistance under the URA even though the PHA has not yet issued notices.

a. *General Information Notice* (49 CFR 24.203(a) & Handbook 1378, Paragraph 2-3(B))

As soon as feasible in the planning process, the PHA must provide each resident with a written GIN (see sample in Appendix 2) to provide a general description of the project, the activities planned, and the relocation assistance that may become available. URA regulations state that the GIN should be provided *as soon as feasible*. Under RAD, PHAs must provide GINs during the initial RAD resident meetings, before submitting a RAD application. GINs must do at least the following:

- Inform the resident that he or she may be displaced for the project and generally describe the relocation payment(s) for which the resident may be eligible, the basic conditions of eligibility, and the procedures for obtaining the payment(s);
- Inform the resident that he or she will be given reasonable relocation advisory services, including referrals to replacement properties, help in filing payment claims, and other necessary assistance to help the resident successfully relocate;
- Inform the resident that, if he or she qualifies for relocation assistance as a displaced person under the URA, he or she will not be required to move without at least 90 days advance written notice, and inform any person to be displaced from a dwelling that he or she cannot be required to move permanently unless at least one comparable replacement dwelling has been made available;
- Inform the resident that any person who is an alien not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child (see 49 CFR 24.208(h) for additional information); and
- Describe the resident's right to appeal the PHA's determination as to a person's eligibility for URA assistance.

b. *RAD Notice of Relocation*

If a resident will be relocated to facilitate the RAD conversion, the PHA shall provide notice of such relocation (RAD Notice of Relocation). The PHA shall issue this notice upon the PHA's receipt of the RCC from HUD, which is the ION date.

If residents will not be relocated, notice of relocation is not required, but the PHA should

notify them that they are not being relocated.<sup>11</sup>

The RAD Notice of Relocation must conform to the following requirements:

- The notice must state the anticipated duration of the resident's relocation.
- PHAs must provide this notice a minimum of 30 days prior to relocation to residents who will be temporarily relocated.<sup>12</sup> Longer notice may be appropriate for persons who will be relocated for an extended period of time (over 6 months), or if necessary due to personal needs or circumstances.
- Residents whose temporary relocation is anticipated to exceed one year must be informed that they will have no less than 30 days to elect temporary or permanent relocation as described in Section 6 of this Notice. When timing is critical for project completion, the 30-day decision period can run concurrently with the 30-day notice period for temporary relocation and with the 90-day period for permanent relocation if the PHA makes available comparable replacement dwellings consistent with 24.204(a).
- Residents who will be permanently relocated must receive written notice a minimum of 90 days prior to relocation. This 90-day time period may only begin once the PHA has made available at least one comparable replacement dwelling consistent with 49 CFR 24.204(a).<sup>13</sup>
- The notice must describe the available relocation assistance, the estimated amount of assistance based on the individual circumstances and needs, and the procedures for obtaining the assistance. The notice must be specific to the resident and his or her situation so that the resident will have a clear understanding of the type and amount of payments and/or other assistance the resident household may be entitled to claim.
- The notice must explain the reasonable terms and conditions under which the resident may continue to lease and occupy a unit in the completed project.
- The notice must state that the PHA will reimburse the resident for all reasonable out-of-pocket expenses incurred in connection with any temporary move. These expenses include, but are not limited to, moving expenses and increased housing costs (rent, utilities, etc.).

*c. Notice of Intent to Acquire (49 CFR 24.203(d))*

<sup>11</sup> HUD policy generally requires a "notice of non-displacement" in certain instances; the RAD program does not require this notice. Although the scope of this notice is limited to guidance for projects requiring relocation, PHAs should note, however, that there may be notification requirements for projects that do not involve relocation. The RAD conversion will terminate the resident's public housing lease and commence a PBV or PBRA lease, even when there is no relocation required. In such instances, state law may impose certain notification requirements. In addition, public housing regulations generally require 30 days' notice prior to lease termination. PHAs are encouraged to review public housing requirements set forth in 24 CFR parts 5 and 966.

<sup>12</sup> HUD may approve shorter notice periods based on an urgent need due to danger, health, or safety issues or if the person will be temporarily relocated for only a short period.

<sup>13</sup> PHAs should note that URA regulations also require, where possible, that three or more comparable replacement dwellings be made available before a resident is required to move from his or her unit.

For RAD projects involving acquisition, residents may be provided with a notice of intent to acquire ("*Notice of Intent to Acquire*") prior to the ION date with HUD's prior approval. Once the Notice of Intent to Acquire is provided, a resident's eligibility for relocation assistance and payments is established. Therefore, the RAD Notice of Relocation must be provided in conjunction with or after the Notice of Intent to Acquire. A RAD Notice of Relocation would not otherwise be sent prior to the ION date.

Since residents who accept permanent relocation must receive 90 days advanced written notice prior to being required to move, providing residents the Notice of Intent to Acquire and RAD Notice of Relocation prior to the ION date may be necessary to provide sufficient notice of relocation to a resident in instances where there may not be 90 days between the issuance of the RCC (ION date) and the anticipated closing date. This allows the PHA to issue the notice earlier so that relocation may begin upon closing. This allows program participants to conduct orderly relocation upon closing, minimize adverse impacts on displaced persons, and to expedite project advancement and completion.<sup>14</sup>

- d. *URA Notice of Relocation Eligibility*—for residents whose temporary relocation exceeds one year (49 CFR 24.203(b) & Handbook 1378, Paragraph 2-3(C))

After a resident has been temporarily relocated for one year, the PHA must provide a notice of relocation eligibility in accordance with URA requirements ("*Notice of Relocation Eligibility*"). This notice is not required if the resident has already accepted permanent relocation assistance.

The Notice of Relocation Eligibility must conform to URA requirements as set forth in 49 CFR Part 24, to HUD Handbook 1378 and to the following requirements:

- The PHA must provide updated information as to when it is anticipated that the resident will be able to return to the completed project.
- The resident may choose to remain temporarily relocated based upon such updated information or may choose to accept permanent URA relocation assistance in lieu of exercising the right to return.
- If the resident chooses to accept permanent URA relocation assistance and such assistance requires that the resident move, the URA requires such resident to receive 90 days advance written notice of the earliest date they will be required to move (i.e., 90-Day Notice, 49 CFR 24.203(c)). The PHA should be mindful that the 90-day time period may only begin once the PHA has made available at least one "comparable replacement dwellings" as set forth in 49 CFR 24.204(a).

## 9. Initiation of Relocation

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<sup>14</sup> PHAs and program participants should note that, in most instances, it will be most appropriate for the acquiring entity to send this notice.



Unless otherwise approved by HUD, relocation may not begin until the date of closing of the RAD transaction and recordation of the RAD Use Agreement. PHAs must provide residents being temporarily relocated at least 30 days advance written notice of the required move. PHAs must give residents being permanently relocated at least 90 days advance written notice of the required move. This means PHAs are advised to plan carefully to account for this 30-day or 90-day notice period to ensure the closing is not delayed.

However, HUD is aware that, in rare cases, some project plans necessitate relocation prior to closing. With prior HUD approval, for projects involving acquisition, PHAs may relocate residents prior to the closing date subject to public housing requirements (see 24 CFR part 5 and 24 CFR 966). PHAs must contact their assigned RAD transaction manager (TM) to discuss plans as early as possible in the process to ensure compliance with all RAD and URA requirements.

If relocation prior to closing is desired, PHAs should submit to the TM the following information, as early as possible in the process:

- A written request for relocation prior to closing. The request must include justification of why the early relocation is necessary for the viability of the RAD transaction. Justification may include the presence of outside financing, such as Low Income Housing Tax Credit (LIHTC) awards, if the PHA can show that early relocation is necessary to meet critical LIHTC deadlines.
- FHEO Accessibility and Relocation Checklist.
- Evidence of intent to comply with public housing requirements, as applicable. Generally, public housing regulations require public housing residents to receive 30 days' notice prior to relocation and that such notice either be published in the PHA's admissions and continued occupancy policies (ACOP) or published elsewhere at least 30 days prior to receipt of such notice (24 CFR parts 5 and 966).

When seeking to relocate residents prior to closing, submission of this request as early as possible is preferred, prior to the 180-day Financing Plan milestone if possible (with Financing Plan submission following the request).

HUD reserves the right to request additional follow-up information, including a Relocation Plan and related budget, prior to approving such requests. PHAs must receive written HUD approval before beginning relocation of residents prior to closing.

Early planning and submission of the Financing Plan and FHEO checklist to HUD will ensure the PHA has built in the 30- or 90-day notice period prior to initiating relocation.

## **10. Fair Housing and Civil Rights Requirements**

PHAs must comply with all applicable fair housing and civil rights laws, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, when conducting relocation planning and providing relocation assistance. Further, communication must be provided in a manner that is effective for persons

with disabilities (24 CFR 8.6) and for person who are Limited English Proficient (see 72 FR 2732). This section discusses some of the PHA's obligations under these laws and regulations. However, the applicability of civil rights laws is not limited to the activities discussed in this section. PHAs conducting relocation activities should familiarize themselves with applicable civil rights statutes, regulations, and guidance, including but not limited to, those listed at the end of this section.

- **Effective Communication for Persons with Disabilities:** Communications and materials must be provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973 (24 CFR 8.6), and as applicable, the Americans with Disabilities Act; and for persons who are limited English proficient (see 72 Fed Reg 2732). This includes ensuring that training materials are in appropriate alternative formats as needed, e.g., Braille, audio, large type, assistive listening devices, and sign language interpreters.
- **Accessible Meeting Facilities for Persons with Disabilities:** When holding public meetings, PHAs must give priority to methods that provide physical access to individuals with disabilities, i.e., holding the meetings, workshops, and briefings or any other type of meeting in an accessible location, in accordance with the regulations implementing Section 504 of the Rehabilitation Act of 1973 and Titles II and III of the Americans with Disabilities Act of 1990, as applicable. All programs and activities must be held in accessible locations unless doing so would result in an undue financial and administrative burden, in which case the PHA must take any action that would not result in such an alteration or such burden but would nevertheless ensure that individuals with disabilities receive the benefits and services of the program or activity, e.g., briefings at an alternate accessible, in-home briefing. Individuals with disabilities must receive services in the most integrated setting appropriate to their needs. The most integrated setting appropriate to the needs of qualified individuals with disabilities is a setting that enables individuals with disabilities to interact with nondisabled person to the fullest extent possible (28 CFR part 35, appendix B).
- **Meaningful Access for Persons with Limited English Proficiency (LEP):** PHAs must provide meaningful access to programs and activities for persons who have a limited ability to read, speak, or understand English. Any person with LEP who will be temporarily relocated or permanently displaced must have meaningful access to any public meetings regarding the project. In addition, any information provided to residents including, but not limited to, any notices required under the URA, should be provided in the appropriate language to persons with LEP. Generally, PHAs will be responsible for providing oral interpreters at meetings, including ensuring their competence, and covering any associated translation and interpretation costs.
- **URA requires that PHAs provide persons who are unable to read or understand the notices,** such as persons with disabilities or persons with LEP, with appropriate translation and counseling to ensure that they understand their rights and responsibilities and the assistance available to them (49 CFR 24.5). URA also requires that each notice indicate the name and telephone number of a person to contact with questions or for other

needed help (49 CFR 24.5). This notice should include the number for the telecommunication device for the deaf (TDD) or other appropriate communication device, if applicable (24 CFR 8.6(a)(2)).

- **Comparable Housing for Persons with Disabilities:** PHAs should identify the accessibility needs of residents to be relocated by consulting existing information (e.g., tenant characteristics forms, including identification of the need for accessible unit features; records of approved reasonable accommodations, and records of the presence of accessible unit features). For guidance on providing relocation assistance to persons with disabilities, see Exhibit 3-1 in HUD Handbook 1378.
- **Advisory Services:** PHAs should determine the advisory services that will be necessary to ensure a successful relocation program consistent with 49 CFR 24.205(c). Such advisory services may include housing counseling that should be facilitated to ensure that residents affected by the project understand their rights and responsibilities and the assistance available to them (49 CFR 24.205(c)). Advisory counseling must also inform residents of their fair housing rights and be carried out in a manner that satisfies the requirements of Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and Executive Order 11063 (49 CFR 24.205(c)(1)). In addition, PHAs should inform residents that if they believe they have experienced unlawful discrimination, they may contact HUD at 1-800669-9777 (Voice) or 1-800-927-9275 (TDD) or at <http://www.hud.gov>.

#### Fair Housing References:

- Section 504 of the Rehabilitation Act of 1973
  - Regulations: 24 CFR part 8
  - Fair Housing Act Regulations: 24 CFR part 100
  - Title VI of the Civil Rights Act of 1964
  - Regulations: 24 CFR part 1
  - Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (LEP Guidance) (72 FR 2732)
  - Exhibit 3-1 Compliance with Section 504 of the Rehabilitation Act in HUD Handbook 1378 (Tenant Assistance Relocation and Real Property Acquisition)
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## **11. Other Requirements**

- a. **Public Housing Program Compliance**  
PHAs should note that public housing resident provisions related to occupancy and termination, including grievances and related hearings, will remain in effect until the execution of the new PBV or PBRA Housing Assistance Payment (HAP) contract.
- b. **Evictions for Cause**  
If the PHA determines that a resident was evicted in accordance with applicable state and local law for serious or repeated violation of material terms of the lease, and the eviction was not undertaken for the purpose of evading the obligation to make available URA payments and other assistance, the resident is not entitled to relocation payments and assistance under the URA (49 CFR 24.206).

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Jemine A. Bryon  
General Deputy Assistant Secretary  
for Public and Indian Housing

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Carol J. Galante, Assistant Secretary for  
Housing-Federal Housing Commissioner

## **APPENDICES**

**Appendix 1**  
**Recommended Relocation Plan Contents**

**Appendix 2**  
**Sample RAD General Information Notice (GIN)**

**Appendix 3**  
**Sample RAD Notice of Relocation (for relocation anticipated for a year or less)**

**Appendix 4**  
**Sample RAD Notice of Relocation (for relocation anticipated for more than a year)**

**Appendix 5**  
**Sample Notice of Eligibility for URA Relocation Assistance (for residents who have been temporarily relocated for more than a year)**

## **Appendix 1: RECOMMENDED RELOCATION PLAN CONTENTS**

While written Relocation Plans are not required under RAD or URA, the Department strongly encourages PHAs to document their relocation planning process and procedures in a written Relocation Plan. The following provides suggested content for Relocation Plans.

### **I. Project Summary**

The Relocation Plan should provide a general description of and purpose for the project (e.g., year built, location, number of units, configuration, occupancy information, and funding sources).

The basic components of a plan include:

- A general description of the project and the site, including acquisition, demolition, rehabilitation, and construction activities and funding sources;
- A detailed discussion of the specific steps to be taken to minimize the adverse impacts of relocation, including when transferring the assistance to a new site;
- Information on occupancy (including the number of residents, residential owner-occupants and non-residential occupants, if any, to be permanently or temporarily relocated);
- Information on relocation needs and costs (including the number of residents who plan to relocate with Section 8 assistance);
- General moving assistance information;
- Temporary move assistance (including information on the duration of temporary moves);
- Permanent move assistance; and
- Appeals process.

### **II. Resident Return and Re-occupancy Policies**

For residents that will be temporarily relocated, the plan should include the criteria that will be used to determine the priority for residents to re-occupy units at the project after rehabilitation, demolition, and/or construction is completed. For example, if units will come online in stages, the plan should outline how the PHA will determine when each resident will return to the project. PHAs should ensure that any written return or re-occupancy policy is compliant with related RAD requirements, such as the right-to-return policy and the "no re-screening upon conversion" policy, as described in the RAD Notice.

### **III. Summary of Moving Costs**

The plan should include a summary of moving costs, identified by move types, including the following:

#### Temporary Moves

- Number of and cost amount for two-way moves (i.e., a move to another unit and then a return move) within the same building/complex.
- Number of and cost amount for two-way moves to a unit not in the same building/complex, carried out by the PHA.
- Number of and cost amount for two-way moves to a unit not in the same building/complex not carried out by the PHA.

#### Permanent Moves

- Number of and cost amount for one-time moves into another unit in the same building/complex.<sup>15</sup>
- Number of and cost amount for one permanent move to a unit not within the same building/complex, carried out by the PHA.  
PHAs should note that if a residential move is carried out by the PHA at no cost to the resident, this per-household estimate must include the required dislocation allowance (currently \$100). The URA Fixed Residential Moving Cost Schedule lists the most current dislocation allowance:  
[http://www.fhwa.dot.gov/real\\_estate/practitioners/uniform\\_act/relocation/moving\\_costschedule.cfm](http://www.fhwa.dot.gov/real_estate/practitioners/uniform_act/relocation/moving_costschedule.cfm)
- Number of and cost amount for one permanent move to a unit not within the same building/complex that is not carried out by the PHA.

#### IV. Temporary Relocation Assistance

The PHA will assist residents who are required to move temporarily. At the Initiation of Negotiations (ION), the PHA will send a RAD Notice of Relocation to residents who will be relocated. Appendices 3 and 4 of this Notice contain sample RAD Notices of Relocation to be provided to residents that will be temporarily relocated.

The plan should detail the temporary relocation assistance the PHA will provide for residents (Paragraph 2-7 of HUD Handbook 1378). This assistance includes:

- Temporary Housing - The PHA will provide temporary housing that is decent, safe, and sanitary on a nondiscriminatory basis for residents who are relocated temporarily. The PHA will also pay for reasonable increased housing costs that the resident incurs in connection with the temporary relocation.

NOTE: If a resident's relocation exceeds one year, the PHA must then issue a *Notice of Relocation Eligibility* (49 CFR 24.203(b)) to the resident and offer the resident permanent

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<sup>15</sup> A resident who moved to another unit in the same building/complex may be considered a displaced person under URA if the resident moves from the building/complex permanently and was not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move within the same building/complex and/or if other conditions of the move within the building/complex were not reasonable.

relocation assistance and payments at URA levels. The PHA must provide this notice to affected residents as soon as the temporary relocation exceeds one year.

- **Packing and Moving Assistance** - Since most residents prefer to pack their own personal possessions and items of value, they should be provided packing instructions, boxes, markers, and tape for the move. If assistance in packing is needed, the PHA should provide the resident with information on how to request this assistance. The PHA is responsible for covering all reasonable moving expenses incurred in connection with temporarily relocating a resident. The PHA may reimburse the resident's out-of-pocket moving expenses and/or directly carry out the move.
- **Payment for Temporary Relocation Moving Expenses** - The plan should also indicate how the PHA intends to provide or reimburse for moving services and expenses. The PHA can choose to do one or more of the following:
  - Undertake the moves itself, using force account labor or a moving company; -
  - Use PHA's contractor or moving company;
  - Carry out moves with employees of the PHA;
  - Reimburse residents for all actual and reasonable moving costs.

NOTE: The PHA will not make fixed payments since such payments may not be representative of actual reasonable costs incurred. However, in order for a resident to be sure of full reimbursement, the resident should submit a moving cost estimate to the PHA for approval prior to the move unless the PHA is directly carrying out the move and the resident will not incur any reasonable out-of-pocket moving expenses. Failure to do so may result in the resident not being fully reimbursed.

- **Utility Costs** - The PHA is responsible for covering the expenses relating to disconnection and reconnection of necessary utilities. If the resident has telephone, cable service or Internet access, the PHA is responsible for covering the expenses involved in transferring existing service. The PHA may also pay utility deposits, if required at the temporary relocation housing (HUD Handbook 1378, paragraph 2-7(A)(3)). If a resident is temporarily relocating from a public housing unit to a non-public housing unit, the resident must be reimbursed for reasonable increases in utility costs even if the PHA utility allowance is lower than the actual costs to the resident.

## V. Permanent Relocation Assistance

Based on the local housing resources available, the PHA should identify the replacement housing options that will be available to meet the housing needs of residents to be permanently relocated. Replacement housing options for residents that meet the definition of a "displaced person" (49 CFR 24.2(a)(9)) under the URA include, but are not limited to:

- Other Public Housing;
- Section 8 Project-Based Voucher unit;
- Section 8 Housing Choice Voucher unit;
- Homeownership housing;

- Private-market rental housing (affordable, non-subsidized).<sup>16</sup>

The plan should describe each type of replacement housing projected to be available, including:

1. Number of units, by bedroom size, expected to be available, and discussion of whether available units will meet dwelling requirements of relocated residents;
2. General area or location of unit(s);
3. Criteria for receiving relocation assistance; and
4. Any other information that might benefit residents in their consideration of housing choices.

The plan should include a description of the permanent relocation assistance the PHA will provide to residents. This assistance includes:

- Availability of Comparable Replacement Housing – Under URA, no displaced resident will be required to move unless at least one comparable replacement dwelling (49 CFR 24.2(a)(6)) is made available at least 90 days before the required move (49 CFR 24.203(c)). Comparable replacement dwellings must contain the accessibility features needed by displaced persons with disabilities (49 CFR 24.2(a)(8)(vii); 49 CFR part 24, Appendix A, §24.2(a)(8)(vii)). If the comparable replacement dwelling is not subsidized housing, the PHA should contact the RAD staff for advice on replacement housing payment requirements.
- Referral to Housing Not Located in an Area of Minority Concentration - Whenever possible, minority persons shall be given reasonable opportunities to relocate to decent, safe, and sanitary replacement dwellings that are within their financial means and not located in areas of minority concentration (49 CFR 24.205(c)(2)(ii)(D)). However, this policy does not require a PHA to provide a person a larger payment than is necessary to enable a person to relocate to a comparable replacement dwelling unit.
- Permanent Relocation Moving Expenses from Public Housing to Public Housing - The PHA may choose one of the following options for covering the expenses involved in moving public housing residents that are relocated into other public housing:
  - Undertake the move itself, using force account labor or a moving company. Residents should incur no moving costs under this option, but if such expenses are incurred, the PHA is responsible for reimbursing the resident for any such actual and reasonable expenses. In such case, the resident is also entitled to a dislocation allowance (currently \$100). The URA Fixed Residential Moving Cost Schedule lists the current dislocation allowance and is available at:  
[http://www.fhwa.dot.gov/real estate/practitioners/uniform act/relocation/moving cost schedule.cfm](http://www.fhwa.dot.gov/real%20estate/practitioners/uniform%20act/relocation/moving%20cost%20schedule.cfm)

<sup>16</sup> Every effort should be made to find another subsidized unit as replacement housing for a resident relocating from subsidized housing so that the resident will continue receiving the housing subsidy as long as it is needed.



NOTE: Residents who prefer to pack their own personal possessions and items of value may be provided packing instructions, boxes, markers, and tape for their move. If a resident needs assistance in packing, they should contact the PHA. It is the responsibility of the PHA to pack and move all of their belongings and household goods, if so desired.

☐ Allow the resident to elect one of the following choices:

1) The PHA will reimburse the resident for the cost of all actual reasonable and necessary moving and related expenses (49 CFR 24.301), such as:

- Transportation of the resident and personal property. This may include reimbursement at the current mileage rate for personally owned vehicles that need to be moved. Transportation costs for a distance beyond 50 miles are not eligible, unless the PHA determines that relocation beyond 50 miles is justified.
- Packing, crating, uncrating, and unpacking of personal property.
- Storage of personal property for a period not to exceed 12 months, unless the PHA determines that a longer period is necessary.
- Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property.
- Insurance for the replacement value of the property in connection with the move and necessary storage.
- The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.

2) The PHA will pay directly to the resident the applicable and current fixed moving cost payment according to the URA Fixed Residential Moving Cost Schedule (49 CFR 24.302), available at:

[http://www.fhwa.dot.gov/real\\_estate/practitioners/uniform\\_act/relocation/moving\\_cost\\_schedule.cfm](http://www.fhwa.dot.gov/real_estate/practitioners/uniform_act/relocation/moving_cost_schedule.cfm)

☐ Permanent Relocation Moving Expenses for All Other Moves – Under URA, residents who are permanently displaced, except for those residents displaced from public housing and moving to other public housing, are entitled to the assistance described in the brochure *Relocation Assistance To Residents Displaced From Their Homes*, available in English at [http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_16280.doc](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_16280.doc) and in Spanish at [http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_16281.doc](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_16281.doc). Residents may choose moving assistance from one of the following two options.

1) The PHA will reimburse the resident for the cost of all actual reasonable moving and related expenses (49 CFR 24.301).

2) The PHA will pay directly to the resident the applicable and current fixed moving cost payment according to the URA Fixed Residential Moving Cost Schedule (49

CFR 24.302), available at:

[http://www.fhwa.dot.gov/real estate/practitioners/uniform act/relocation/moving cost schedule.cfm](http://www.fhwa.dot.gov/real%20estate/practitioners/uniform%20act/relocation/moving%20cost%20schedule.cfm).

- Replacement Housing Payment - In addition to covering moving expenses, displaced residents may be entitled to a replacement housing payment (RHP). This payment is intended to cover the increase, if any, in monthly housing costs for a 42-month period.

When calculating the RHP, the PHA must consider the comparable replacement housing unit offered to the resident. Since the PHA is not required to pay an RHP amount that exceeds the amount of RHP calculated for the offered comparable replacement dwelling, residents are cautioned to work closely with the PHA prior to their move.

- Accessible Housing for Persons with Disabilities - Under the URA, persons with disabilities who will be permanently displaced must be relocated to a replacement dwelling that contains the accessibility features they need (49 CFR 24.2(a)(8)(vii); 49 CFR Appendix A, 24.2(a)(8)(vii)). A person with disabilities who has been relocated must be offered a comparable replacement dwelling unit that contains accessible features comparable to the housing from which the tenant has been displaced or relocated. This is so even if the tenant has paid for the acquisition and/or installation of accessible features in the housing from which he or she has been relocated; in such instances, the recipient must ensure that the replacement housing contains comparable accessible features or provide relocation assistance to the tenant in an amount that covers the cost of acquiring and/or installing comparable accessible features. Under the URA, an agency may use project funds to remove architectural barriers for displaced owners and tenants with disabilities or take other last resort housing measures if comparable replacement dwelling units are not available within the monetary limits prescribed under the URA regulations (49 CFR 24.404(c)(vii); HUD Handbook 1378, Paragraph 3-8).

## VI. Relocation Budget

Based on the results of the planning process, the PHA should create a relocation budget that includes the following six components:

- 1) The cost of administering the plan and providing assistance and counseling.
- 2) Reasonable moving expenses for a person with disabilities, which may include the cost of moving assistive equipment that is the personal property of the residents, the furnishings and personal belonging of a live-in aide, and/or other reasonable accommodations (HUD Handbook 1378, Paragraph 3-2).
- 3) The cost of the physical move of the residents' belongings. (It is suggested that the move costs be broken down by average cost per move type multiplied by the number of moves.)

NOTE: This physical move cost total should be based on the move scenarios anticipated

**Attachment J**

**HOME/OWNERSHIP  
PROJECT-BASED  
VOUCHERS**

# **Housing Authority of the City of Camden**

Attachment nj010j01

## **7.0 (d) (e) Homeownership/Project-based Vouchers**

### **(d) Homeownership**

The HACC has admitted and provided voucher subsidy for 10 homeownership units as referred through the Public Housing Homeownership (ROSS Grant). Nine (9) of these homeowners remain on the program.

The HACC has provided voucher subsidy for two (2) program participants through our Family Self-Sufficiency (FSS)/ Homeownership program. Both program participants remain on the program.

The Section 8 Homeownership program allows for voucher holders to utilize their vouchers to assist in homeownership through our FSS program. The HACC will continue to operate the homeownership program in accordance with the HACC's Housing Choice Voucher Administrative Plan and FSS program.

### **(e) Project-Based Vouchers**

The Housing Authority of the City of Camden (HACC) has a project-based HAP contract with Liberty Park Apartments for 183 units. Liberty Park Apartments are located in South Camden, an area with both public and private housing.

The HACC also has a project-based HAP contract with Parker Hall Senior Apartments for 8 special purpose vouchers for seniors. Parker Hall Senior Apartments are located in the Centerville area of the city in the southern area that is under current redevelopment.

The HACC also has a project-based HAP contract with Michael's Development for 10 special needs project-based vouchers for homeless families within Roosevelt Manor Phase 9 & 10 located in the Centerville area of the city.

The HACC has a project-based contract with Branch Village I Urban Renewal LLC for 38 units within a 50 unit family mid-rise building built as part of PHASE I of Branch Village redevelopment. The Housing Choice Voucher program also provides RAD project-based vouchers for 12 units within this mid-rise building.

The HACC's Housing Choice Voucher program has been awarded 164 special purpose tenant based vouchers (VASH) in partnership with the Veterans Affairs Administration for housing for our homeless or near homeless Veterans. We will apply for any additional vouchers that become available.

The HACC will be providing RAD project based vouchers for all the remaining units being built at Branch Village and 252 units at McGuire Gardens.



**Attachment K**

**HCV  
ADMINISTRATIVE  
PLAN**

## Temporary Policy Supplement

### EMERGENCY HOUSING VOUCHERS (EHVs)

#### INTRODUCTION

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (ARP) (P.L. 117-2). Section 3202 of the ARP appropriated \$5 billion for the creation, administration, and renewal of new incremental emergency housing vouchers (EHVs) and other eligible expenses related to COVID-19.

On May 5, 2021, HUD issued Notice PIH 2021-15, which described HUD's process for allocating approximately 70,000 EHVs to eligible PHAs and set forth the operating requirements for PHAs who administer them. Based on criteria outlined in the notice, HUD notified eligible PHAs of the number of EHVs allocated to their agency, and PHAs were able to accept or decline the invitation to participate in the program.

PHAs may not project-base EHVs; EHVs are exclusively tenant-based assistance.

All applicable nondiscrimination and equal opportunity requirements apply to the EHV program, including requirements that the PHA grant reasonable accommodations to persons with disabilities, effectively communicate with persons with disabilities, and ensure meaningful access for persons with limited English proficiency (LEP).

This chapter describes HUD regulations and PHA policies for administering EHVs. The policies outlined in this chapter are organized into seven sections, as follows:

Part I: Funding

Part II: Partnering Agencies

Part III: Waiting List Management

Part IV: Family Eligibility

Part V: Housing Search and Leasing

Part VI: Use of Funds, Reporting, and Financial Records

Except as addressed by this chapter and as required under federal statute and HUD requirements, the general requirements of the HCV program apply to EHVs.



## **PART I: FUNDING**

### **TPS-I.A. FUNDING OVERVIEW**

The American Rescue Plan Act of 2021 (ARP) provides administrative fees and funding for the costs of administering emergency housing vouchers (EHVs) and other eligible expenses defined in Notice PIH 2021-15. These fees may only be used for EHV administration and other eligible expenses and must not be used for or applied to other PHA programs or vouchers. The PHA must maintain separate financial records from its regular HCV funding for all EHV funding.

#### **Housing Assistance Payments (HAP) Funding**

ARP funding obligated to the PHA as housing assistance payments (HAP) funding may only be used for eligible EHV HAP expenses (i.e., rental assistance payments). EHV HAP funding may not be used for EHV administrative expenses or for the eligible uses under the EHV services fee.

The initial funding term will expire December 31, 2022. HUD will provide renewal funding to the PHA for the EHVs on a calendar year (CY) basis commencing with CY 2023. The renewal funding allocation will be based on the PHA's actual EHV HAP costs in leasing, similar to the renewal process for the regular HCV program. EHV renewal funding is not part of the annual HCV renewal funding formula; EHVs are renewed separately from the regular HCV program. All renewal funding for the duration of the EHV program has been appropriated as part of the ARP funding.

#### **Administrative Fee and Funding**

The following four types of fees and funding are allocated as part of the EHV program:

- Preliminary fees support immediate start-up costs that the PHA will incur in implementing alternative requirements under EHV, such as outreach and coordination with partnering agencies:
  - \$400 per EHV allocated to the PHA, once the consolidated annual contributions contract (CACC) is amended.
  - This fee may be used for any eligible administrative expenses related to EHVs.
  - The fee may also be used to pay for any eligible activities under EHV service fees (TPS-I.B).



- **Placement fees/expedited issuance reporting fees** will support initial lease-up costs and the added cost and effort required to expedite leasing of EHV's:
  - \$100 for each EHV initially leased, if the PHA reports the voucher issuance date in Public Housing Information Center-Next Generation (PIC-NG) system within 14 days of voucher issuance or the date the system becomes available for reporting.
  - Placement fees:
    - o \$500 for each EHV family placed under a HAP contract effective within four months of the effective date of the ACC funding increment; or
    - o \$250 for each EHV family placed under a HAP contract effective after four months but less than six months after the effective date of the ACC funding increment.
    - o HUD will determine placement fees in the event of multiple EHV allocations and funding increment effective dates.
  - Placement/expedited issuance fees only apply to the initial leasing of the voucher; they are not paid for family moves or to turnover vouchers.
- **Ongoing administrative fees**, which are calculated in the same way as the standard HCV program:
  - PHAs are allocated administrative fees using the full column A administrative fee amount for each EHV under contract as of the first day of each month.
  - Ongoing EHV administrative fees may be subject to proration in future years, based on available EHV funding.
- **Services fees**, which are a one-time fee to support PHAs' efforts to implement and operate an effective EHV services program in its jurisdiction (TPS-IB):
  - The fee is allocated once the PHA's CACC is amended to reflect EHV funding.
  - The amount allocated is \$3,500 for each EHV allocated.

## **TPS-I.B. SERVICE FEES**

Services fee funding must be initially used for defined eligible uses and not for other administrative expenses of operating the EHV program. Service fees fall into four categories:

- Housing search assistance
- Security deposit/utility deposit/rental application/holding fee uses
- Owner-related uses
- Other eligible uses such as moving expenses or tenant-readiness services

The PHA must establish the eligible uses and the parameters and requirements for service fees in the PHA's administrative plan.

### **PHA Policy**

The eligible uses for service fees include:

**Housing search assistance**, which may include activities such as, but not limited to, helping a family identify and visit potentially available units during their housing search, helping to find a unit that meets the household's disability-related needs, providing transportation and directions, assisting with the completion of rental applications and PHA forms, and helping to expedite the EHV leasing process for the family.

**Application fees/non-refundable administrative or processing fees/refundable application deposit assistance**. The PHA may choose to assist the family with some or all these expenses.

**Holding fees** are fees an owner requests that are rolled into the security deposit after an application is accepted but before a lease is signed. The PHA may cover part or all of the holding fee for units where the fee is required by the owner after a tenant's application has been accepted but before the lease signing. The PHA and owner must agree how the holding fee gets rolled into the deposit, and under what conditions the fee will be returned. In general, owners need to accept responsibility for making needed repairs to a unit required by the initial housing quality standards (HQS) inspections and can only keep the holding fee if the client is at fault for not entering into a lease.

**Security deposit assistance**. The amount of the security deposit assistance may not exceed the lesser of two months' rent to owner, the maximum security deposit allowed under applicable state and/or local law, or the actual security deposit required by the owner. The PHA may pay the security deposit assistance directly to the owner or may pay the assistance to the family. If paid to the family, the PHA will require documentation that the family paid the security deposit.

**Utility deposit assistance/utility arrears.** The PHA may provide utility deposit assistance for some or all of the family's utility deposit expenses. Assistance can be provided for deposits (including connection fees) required for the utilities to be supplied by the tenant under the lease. The PHA may pay the utility deposit assistance directly to the utility company or may pay the assistance to the family. If paid to the family, the PHA will require documentation the family paid the utility deposit. The PHA will require the utility supplier or family to return the utility deposit assistance to the PHA at such time the deposit is returned by the utility supplier (less any amounts retained by the utility supplier). In addition, some families may have large balances with gas, electric, water, sewer, or trash companies that will make it difficult if not impossible to establish services for tenant-supplied utilities. The PHA may also provide the family with assistance to help address these utility arrears to facilitate leasing. Utility deposit assistance returned to the PHA will be used for either services fee eligible uses or other EHV administrative costs, as required by HUD.

**Owner recruitment and outreach for EHV's.** The PHA may use the service fee funding to conduct owner recruitment and outreach specifically for EHV's. In addition to traditional owner recruitment and outreach, activities may include conducting pre-inspections or otherwise expediting the inspection process, providing enhanced customer service, and offering owner incentive and/or retention payments.

**Owner incentive and/or retention payments.** The PHA may make incentive or retention payments to owners that agree to initially lease their unit to an EHV family and/or renew the lease of an EHV family.

Payments will be made as a single payment at the beginning of the assisted lease term (or lease renewal if a retention payment). Owner incentive and retention payments are not housing assistance payments, are not part of the rent to owner, and are not taken into consideration when determining whether the rent for the unit is reasonable.

**Moving expenses (including move-in fees and deposits).** The PHA may provide assistance for some or all of the family's reasonable moving expenses when they initially lease a unit with the EHV. The PHA will not provide moving expenses assistance for subsequent moves unless the family is required to move for reasons other than something the family did or failed to do (e.g., the PHA is terminating the HAP contract because the owner did not fulfill the owner responsibilities under the HAP contract or the owner is refusing to offer the family the opportunity to enter a new lease after the initial lease term, as opposed to the family choosing to terminate the tenancy in order to move to another unit), or a family has to move due to domestic violence, dating violence, sexual assault, or stalking.

**Tenant-readiness services.** The PHA may use fees to help create a customized plan to address or mitigate barriers that individual families may face in renting a unit with an EHV, such as negative credit, lack of credit, negative rental or utility history, or to connect the family to other community resources (including COVID-related resources) that can assist with rental arrears.

**Essential household items.** The PHA may use services fee funding to assist the family with some or all of the costs of acquiring essential household items such as tableware, cooking equipment, beds or bedding, and essential sanitary products such as soap and toiletries.

**Renter's insurance if required by the lease.** The PHA may choose to assist the family with some or all this cost.

Any services fee assistance that is returned to the PHA after its initial or subsequent use may only be applied to the eligible services fee uses defined in Notice PIH 2021-15 (or subsequent notice) or other EHV administrative costs. Any amounts not expended for these eligible uses when the PHA's EHV program ends must be remitted to HUD.



## PART II: PARTNERING AGENCIES

### TPS-II.A. CONTINUUM OF CARE (CoC)

PHAs that accept an allocation of EHV's are required to enter into a Memorandum of Understanding (MOU) with the Continuum of Care (CoC) to establish a partnership for the administration of EHV's.

#### PHA Policy

The PHA has entered into an MOU with *[insert name of the Continuum of Care (CoC) agency]*. See Exhibit TPS-1 for a copy of the MOU.

### TPS-II.B. OTHER PARTNERING ORGANIZATIONS

The PHA may, but is not required to, partner with other organizations trusted by persons experiencing homelessness, such as victim services providers (VSPs) and other community partners. If the PHA chooses to partner with such agencies, the PHA must either enter into an MOU with the partnering agency or the partnering agency may be added to the MOU between the PHA and CoC.

#### PHA Policy

The PHA has added *[insert name of the partnering agency]* to the MOU between the PHA and CoC. See Exhibit TPS-1 for a copy of the MOU.

### TPS-II.C. REFERRALS

#### CoC and Partnering Agency Referrals

The primary responsibility of the CoC under the MOU with the PHA is to make direct referrals of qualifying individuals and families to the PHA. The PHA must generally refer a family that is seeking EHV assistance directly from the PHA to the CoC or other referring agency for initial intake, assessment, and possible referral for EHV assistance. Partner CoCs are responsible for determining whether the family qualifies under one of the four eligibility categories for EHV's. The CoC or other direct referral partner must provide supporting documentation to the PHA of the referring agency's verification that the family meets one of the four eligible categories for EHV assistance.

### PHA Policy

The CoC or partnering agency must establish and implement a system to identify EHV-eligible individuals and families within the agency's caseload and make referrals to the PHA. The CoC or other partnering agency must certify that the EHV applicants they refer to the PHA meet at least one of the four EHV eligibility criteria. The PHA will maintain a copy of the referral or certification from the CoC or other partnering agency in the participant's file along with other eligibility paperwork. Homeless service providers may, but are not required to, use the certification form found in Exhibit TPS-2 of this chapter. Victim services providers may, but are not required to, use the certification form found in Exhibit TPS-3 of this chapter when identifying eligible families who qualify as victims of human trafficking.

As part of the MOU, the PHA and CoC or other partnering agency will identify staff positions to serve as lead EHV liaisons. These positions will be responsible for transmission and acceptance of referrals. The CoC or partnering agency must commit sufficient staff and resources to ensure eligible individuals and families are identified and determined eligible in a timely manner.

The PHA liaison responsible for acceptance of referrals will contact the CoC or partnering agency liaison via email indicating the number of vouchers available and requesting an appropriate number of referrals. No more than five business days from the date the CoC or partnering agency receives this notification, the CoC or partnering agency liaison will provide the PHA with a list of eligible referrals including the name, address, and contact phone number for each adult individual who is being referred; a completed release form for each adult family member; and a written certification for each referral indicating they are EHV-eligible.

### **Offers of Assistance with CoC Referral**

The PHA may make an EHV available without a referral from the CoC or other partnering organization in order to facilitate an emergency transfer under VAWA in accordance with the PHA's Emergency Transfer Plan (ETP) in Chapter 16.

The PHA must also take direct referrals from outside the CoC if:

- The CoC does not have a sufficient number of eligible families to refer to the PHA; or
- The CoC does not identify families that may be eligible for EHV assistance because they are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking.

If at any time the PHA is not receiving enough referrals or is not receiving referrals in a timely manner from the CoC or other partner referral agencies (or the PHA and CoC cannot identify any such alternative referral partner agencies), HUD may permit the PHA on a temporary or permanent basis to take EHV applications directly from applicants and admit eligible families to the EHV program in lieu of or in addition to direct referrals in those circumstances.

## **PART III: WAITING LIST MANAGEMENT**

### **TPS-III. A. HCV WAITING LIST**

The regulation that requires the PHA to admit applicants as waiting list admissions or special admissions in accordance with admission policies in Chapter 4 does not apply to PHAs operating the EHCV program. Direct referrals are not added to the PHA's HCV waiting list.

The PHA must inform families on the HCV waiting list of the availability of EHVs by, at a minimum, either by posting the information to their website or providing public notice in their respective communities in accordance with the requirements listed in Notice PIH 2021-15.

#### **PHA Policy**

The PHA will post information about the EHCV program for families on the PHA's HCV waiting list on their website. The notice will:

- Describe the eligible populations to which EHVs are limited

- Clearly state that the availability of these EHVs is managed through a direct referral process

- Advise the family to contact the CoC (or any other PHA referral partner, if applicable) if the family believes they may be eligible for EHCV assistance

The PHA will ensure effective communication with persons with disabilities, including those with vision, hearing, and other communication-related disabilities in accordance with Chapter 2. The PHA will also take reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP) in accordance with Chapter 2.

### **TPS-III.B. EHCV WAITING LIST**

The HCV regulations requiring the PHA to operate a single waiting list for admission to the HCV program do not apply to PHAs operating the EHCV program. Instead, when the number of applicants referred by the CoC or partnering agency exceeds the EHVs available, the PHA must maintain a separate waiting list for EHCV referrals, both at initial leasing and for any turnover vouchers that may be issued prior to September 30, 2023.

Further, the EHCV waiting list is not subject to PHA policies in Chapter 4 regarding opening and closing the HCV waiting list. The PHA will work directly with its CoC and other referral agency partners to manage the number of referrals and the size of the EHCV waiting list.



### **TPS-III.C. PREFERENCES**

#### **HCV Waiting List Preferences**

If local preferences are established by the PHA for HCV, they do not apply to EHV's. However, if the PHA has a homeless preference or a VAWA preference for the HCV waiting list, the PHA must adopt additional policies related to EHV's in accordance with Notice PIH 2021-15.

##### PHA Policy

The PHA does not offer either a homeless or a VAWA preference for the HCV waiting list.

#### **EHV Waiting List Preferences**

With the exception of a residency preference, the PHA may choose, in coordination with the CoC and other referral partners, to establish separate local preferences for EHV's. The PHA may, however, choose to not establish any local preferences for the EHV waiting list.

##### PHA Policy

No local preferences have been established for the EHV waiting list.

## **PART IV: FAMILY ELIGIBILITY**

### **TPS-IV.A. OVERVIEW**

The CoC or referring agency determines whether the individual or family meets any one of the four eligibility criteria described in Notice PIH 2021-15 and then refers the family to the PHA. The PHA determines that the family meets other eligibility criteria for the HCV program, as modified for the BHV program and outlined below.

### **TPS-IV.B. REFERRING AGENCY DETERMINATION OF ELIGIBILITY**

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

- Homeless as defined in 24 CFR 578.3;
- At risk of homelessness as defined in 24 CFR 578.3;
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking (as defined in Notice PIH 2021-15), or human trafficking (as defined in the 22 U.S.C. Section 7102); or
- Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability as determined by the CoC or its designee in accordance with the definition in Notice PIH 2021-15.

As applicable, the CoC or referring agency must provide documentation to the PHA of the referring agency's verification that the family meets one of the four eligible categories for EHV assistance. The PHA must retain this documentation as part of the family's file.

## **TPS-IV.C. PHA SCREENING**

### **Overview**

HUD waived 24 CFR 982.552 and 982.553 in part for the EHV applicants and established alternative requirement for mandatory and permissive prohibitions of admissions. Except where applicable, PHA policies regarding denials in Chapter 3 of this policy do not apply to screening individuals and families for eligibility for an EHV. Instead, the EHV alternative requirement listed in this section will apply to all EHV applicants.

The mandatory and permissive prohibitions listed in Notice PIH 2021-15 and in this chapter, however, apply only when screening the individual or family for eligibility for an EHV. When adding a family member after the family has been placed under a HAP contract with EHV assistance, the regulations at 24 CFR 982.551(h)(2) apply. Other than the birth, adoption, or court-awarded custody of a child, the PHA must approve additional family members and may apply its regular HCV screening criteria in Chapter 3 in doing so.

### **Mandatory Denials**

Under alternative requirements for the EHV program, mandatory denials for EHV applicants include:

- 24 CFR 982.553(a)(1)(ii)(C), which prohibits admission if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- 24 CFR 982.553(a)(2)(i), which prohibits admission to the program if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program.

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

### **PHA Policy**

While the PHA will deny admission to the program if any adult member (or head of household or spouse, regardless of age) fails to sign and submit consent forms, the PHA will first notify the family of the limited EHV grounds for denial of admission as part of the notice of denial that will be mailed to the family.

### Permissive Denial

Notice PIH 2021-15 lists permissive prohibitions for which the PHA may, but is not required to, deny admission to EHV families. The notice also lists prohibitions that, while allowable under the HCV program, may not be used to deny assistance for EHV families.

If the PHA intends to establish permissive prohibition policies for EHV applicants, the PHA must first consult with its CoC partner to understand the impact that the proposed prohibitions may have on referrals and must take the CoC's recommendations into consideration.

### PHA Policy

In consultation with the CoC, the PHA will apply permissive prohibition to the screening of EHV applicants. Determinations using permissive prohibitions will be made based on an individualized assessment of relevant mitigating information in accordance with policies in Section 3-III.E.

The PHA will establish the following permissive prohibitions:

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

Violent criminal activity

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

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

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

The PHA will also deny assistance to household members already receiving assistance from another program in accordance with Section 9.h. of Notice PIH 2021-15.

Prohibitions based on criminal activity for the eligible EHV populations regarding drug possession will be considered apart from criminal activity against persons (i.e., violent criminal activity).

In compliance with PIH 2021-15, the PHA will not deny an EHV applicant admission regardless of whether:

Any member of the family has been evicted from federally assisted housing in the last five years;

A PHA has ever terminated assistance under the program for any member of the family;

The family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act;

The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;

The family breached an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA;

The family would otherwise be prohibited admission under alcohol abuse standards established by the PHA in accordance with 24 CFR 982.553(a)(3);

The PHA determines that any household member is currently engaged in or has engaged in during a reasonable time before the admission, drug-related criminal activity.

## TPS-IV.D. INCOME VERIFICATION AT ADMISSION

### Self-Certification at Admission

The requirement to obtain third-party verification of income in accordance with Notice PIH 2018-18 does not apply to the EHV program applicants at admission, and alternatively, PHAs may consider self-certification the highest form of income verification at admission. As such, PHA policies related to the verification of income in Section 7-I.B, do not apply to EHV families at admission. Instead, applicants must submit an affidavit attesting to their reported income, assets, expenses, and other factors that would affect an income eligibility determination.

Additionally, applicants may provide third-party documentation that represents the applicant's income within the 60-day period prior to admission or voucher issuance but is not dated within 60 days of the PHA's request.

### PHA Policy

Any documents used for verification must be the original (not photocopies) and dated within the 60-day period prior to admission. The documents must not be damaged, altered, or in any way illegible.

Printouts from webpages are considered original documents.

Any family self-certifications must be made in a format acceptable to the PHA and must be signed by the family member whose information or status is being verified.

The PHA will incorporate additional procedures to remind families of the obligation to provide true and complete information in accordance with Chapter 14. The PHA will address any material discrepancies (i.e., unreported income or a substantial difference in reported income) that may arise later. The PHA may, but is not required to, offer the family a repayment agreement in accordance with Chapter 16. If the family fails to repay the excess subsidy, the PHA will terminate the family's assistance in accordance with the policies in Chapter 12.

### **Recently Conducted Income Determinations**

PHAs may accept income calculations and verifications from third-party providers or from an examination that the PHA conducted on behalf of the family for another subsidized housing program in lieu of conducting an initial examination of income as long as:

- The income was calculated in accordance with rules outlined at 24 CFR Part 5 and within the last six months; and
- The family certifies there has been no change in income or family composition in the interim.

### **PHA Policy**

The PHA will accept income calculations and verifications from third-party providers provided they meet the criteria outlined above.

The family certification must be made in a format acceptable to the PHA and must be signed by all adult family members whose information or status is being verified.

At the time of the family's annual reexamination the PHA must conduct the annual reexamination of income as outlined at 24 CFR 982.516 and PHA policies in Chapter 11.

### **EIV Income Validation**

Once HUD makes the EIV data available to PHAs under this waiver and alternative requirement, the PHA must:

- Review the EIV Income and Income Validation Tool (IVT) reports to confirm and validate family-reported income within 90 days of the PIC submission date;
- Print and maintain copies of the EIV Income and IVT Reports in the tenant file; and
- Resolve any income discrepancy with the family within 60 days of the EIV Income or IVT Report dates.

Prior to admission, PHAs must continue to use HUD's EIV system to search for all household members using the Existing Tenant Search in accordance with PHA policies in Chapter 3.

If a PHA later determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program in accordance with Chapter 12.

#### **TPS-IV.E. SOCIAL SECURITY NUMBER AND CITIZENSHIP STATUS VERIFICATION**

For the EHV program, the PHA is not required to obtain and verify SSN documentation and documentation evidencing eligible noncitizen status before admitting the family to the EHV program. Instead, PHAs may adopt policies to admit EHV applicants who are unable to provide the required SSN or citizenship documentation during the initial eligibility determination. As an alternative requirement, such individuals must provide the required documentation within 180 days of admission to be eligible for continued assistance, pending verification, unless the PHA provides an extension based on evidence from the family or confirmation from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation.

If a PHA determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program.

##### **PHA Policy**

The PHA will admit EHV applicants who are unable to provide the required SSN or citizenship documentation during the initial eligibility determination. These individuals must provide the required documentation in accordance with policies in Chapter 7 within 180 days of admission. The PHA may provide an additional 60-day extension based on evidence from the family or confirmation from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation.

If the PHA determines that an ineligible family received assistance, the PHA will take steps to terminate that family from the program in accordance with policies in Chapter 12.

#### **TPS-IV.F. AGE AND DISABILITY VERIFICATION**

PHAs may accept self-certification of date of birth and disability status if a higher level of verification is not immediately available. If self-certification is used, the PHA must obtain a higher level of verification within 90 days of admission or verify the information in EIV.

If a PHA determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program.

##### **PHA Policy**

The PHA will accept self-certification of date of birth and disability status if a higher form of verification is not immediately available. The certification must be made in a format acceptable to the PHA and must be signed by the family member whose information or status is being verified. If self-certification is accepted, within 90 days of admission, the PHA will verify the information in EIV or through other third-party verification if the information is not available in EIV. The PHA will note the family's file that self-certification was used as initial verification and include an EIV printout or other third-party verification confirming the applicant's date of birth and/or disability status.

If the PHA determines that an ineligible family received assistance, the PHA will take steps to terminate that family from the program in accordance with policies in Chapter 12.



#### **TPS-IV.G. INCOME TARGETING**

The PHA must determine income eligibility for EHV families in accordance with 24 CFR 982.201 and PHA policy in Chapter 3; however, income targeting requirements do not apply for EHV families. The PHA may still choose to include the admission of extremely low-income EHV families in its income targeting numbers for the fiscal year in which these families are admitted.

##### PHA Policy

The PHA will not include the admission of extremely low-income EHV families in its income targeting numbers for the fiscal year in which these families are admitted.

## **PART V: HOUSING SEARCH AND LEASING**

### **TPS-V.A. INITIAL VOUCHER TERM**

Unlike the standard HCV program, which requires an initial voucher term of at least 60 days, EHV vouchers must have an initial search term of at least 120 days. PHA policies on extensions as outlined in Section 5-II.E. will apply.

#### PHA Policy

All EHV's will have an initial term of 120 calendar days.

The family must submit a Request for Tenancy Approval and proposed lease within the 120-day period unless the PHA grants an extension.

### **TPS-V.B. HOUSING SEARCH ASSISTANCE**

The PHA must ensure housing search assistance is made available to EHV families during their initial housing search. The housing search assistance may be provided directly by the PHA or through the CoC or another partnering agency or entity.

At a minimum, housing search assistance must:

- Help individual families identify potentially available units during their housing search, including physically accessible units with features for family members with disabilities, as well as units in low-poverty neighborhoods;
- Provide transportation assistance and directions to potential units;
- Conduct owner outreach;
- Assist with the completion of rental applications and PHA forms; and
- Help expedite the EHV leasing process for the family

### PHA Policy

As identified in the MOU between the PHA and CoC, the following housing search assistance will be provided to each EHV family:

#### The PHA will:

- Conduct owner outreach in accordance with policies in Chapter 13
- Provide directions to potential units as part of the EHV briefing packet
- Expedite the EHV leasing process for the family to the extent practicable and in accordance with policies in this chapter
- At least every 30 days, conduct proactive check-ins via email and telephone with families who are searching with an EHV and remind them of their voucher expiration date
- Assign a dedicated landlord liaison for EHV voucher families

#### The CoC will:

- Help families identify potentially available units during their housing search, including physically accessible units with features for family members with disabilities, as well as units in low-poverty neighborhoods
- Provide transportation assistance to potential units
- Assist the family with the completion of rental applications and PHA forms

### **TPS-V.C. HQS PRE-INSPECTIONS**

To expedite the leasing process, PHAs may pre-inspect available units that EHV families may be interested in leasing in order to maintain a pool of eligible units.

#### PHA Policy

To expedite the leasing process, the PHA may pre-inspect available units that EHV families may be interested in leasing to maintain a pool of eligible units. If an EHV family selects a unit that passed a HQS pre-inspection (without intervening occupancy) within 45 days of the date of the Request for Tenancy Approval, the unit may be approved provided that it meets all other conditions under 24 CFR 982.305.

The family will be free to select his or her unit.

When a pre-inspected unit is not selected, the PHA will make every effort to fast-track the inspection process, including adjusting the normal inspection schedule for any required reinspections.

### **TPS-V.D. INITIAL LEASE TERM**

Unlike in the standard the HCV program, EHV voucher holders may enter into an initial lease that is for less than 12 months, regardless of the PHA policy in Section 9-I.E., Term of Assisted Tenancy.

### **TPS-V.E. PORTABILITY**

The normal HCV portability procedures and requirements outlined in Chapter 10 generally apply to EHV's. Exceptions are addressed below.

#### **Nonresident Applicants**

Under EHV, applicant families may move under portability even if the family did not have legal residency in the jurisdiction of the initial PHA when they applied, regardless of PHA policy in Section 10-ILB.

#### **Billing and Absorption**

A receiving PHA cannot refuse to assist an incoming EHV family, regardless of whether the PHA administers EHV's under its own ACC.

- If the EHV family moves under portability to another PHA that administers EHV's under its own ACC:
  - The receiving PHA may only absorb the incoming EHV family with an EHV (assuming it has an EHV voucher available to do so).
  - If the PHA does not have an EHV available to absorb the family, it must bill the initial PHA. The receiving PHA must allow the family to lease the unit with EHV assistance and may not absorb the family with a regular HCV when the family leases the unit.
  - Regardless of whether the receiving PHA absorbs or bills the initial PHA for the family's EHV assistance, the EHV administration of the voucher is in accordance with the receiving PHA's EHV policies.
- If the EHV family moves under portability to another PHA that does not administer EHV under its own ACC, the receiving PHA may absorb the family into its regular HCV program or may bill the initial PHA.

### **Family Briefing**

In addition to the applicable family briefing requirements at 24 CFR 982.301(a)(2) as to how portability works and how portability may affect the family's assistance, the initial PHA must inform the family how portability may impact the special EHV services and assistance that may be available to the family.

The initial PHA is required to help facilitate the family's portability move to the receiving PHA and inform the family of this requirement in writing, taking reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP).

#### **PHA Policy**

In addition to following PHA policy on briefings in Chapter 5, as part of the briefing packet for EHV families, the PHA will include a written notice that the PHA will assist the family with moves under portability.

For limited English proficient (LEP) applicants, the PHA will provide interpretation services in accordance with the PHA's LEP plan (See Chapter 2).

### **Coordination of Services**

If the portability move is in connection with the EHV family's initial lease-up, the receiving PHA and the initial PHA must consult and coordinate on the EHV services and assistance that will be made available to the family.

#### **PHA Policy**

For EHV families who are exercising portability, when the PHA contacts the receiving PHA in accordance with Section 10-II.B. Preapproval Contact with Receiving PHA, the PHA will consult and coordinate with the receiving PHA to ensure there is no duplication of EHV services and assistance, and ensure the receiving PHA is aware of the maximum amount of services fee funding that the initial PHA may provide to the receiving PHA on behalf of the family.

### **Services Fee**

Standard portability billing arrangements apply for HAP and ongoing administrative fees for EHV families.

For service fees funding, the amount of the service fee provided by the initial PHA may not exceed the lesser of the actual cost of the services and assistance provided to the family by the receiving PHA or \$1,750, unless the initial PHA and receiving PHA mutually agree to change the \$1,750 cap. Service fees are paid as follows:

- If the receiving PHA, in consultation and coordination with the initial PHA, will provide eligible services or assistance to the incoming EHV family, the receiving PHA may be compensated for those costs by the initial PHA, regardless of whether the receiving PHA bills or absorbs.
- If the receiving PHA administers EHV's, the receiving PHA may use its own services fee and may be reimbursed by the initial PHA, or the initial PHA may provide the services funding upfront to the receiving PHA for those fees and assistance.
- If the receiving PHA does not administer EHV's, the initial PHA must provide the services funding upfront to the receiving PHA. Any amounts provided to the receiving PHA that are not used for services or assistance on behalf of the EHV family must promptly be returned by the receiving PHA to the initial PHA.

### **Placement Fee/Issuance Reporting Fee**

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

## **TPS-V.F. PAYMENT STANDARDS**

### **Payment Standard Schedule**

For the EHV program, HUD has waived the regulation requiring a single payment standard for each unit size. Instead, the PHA may, but is not required to, establish separate higher payment standards for EHV's. Lower EHV payment standards are not permitted. If the PHA is increasing the regular HCV payment standard, the PHA must also increase the EHV payment standard if it would be otherwise lower than the new regular HCV payment standard. The separate EHV payment standard must comply with all other HCV requirements with the exception of the alternative requirements discussed below.

Further, if the PHA chooses to establish higher payments standards for EHV's, HUD has provided other regulatory waivers:

- Defining the "basic range" for payment standards as between 90 and 120 percent of the published Fair Market Rent (FMR) for the unit size (rather than 90 to 110 percent).
- Allowing a PHA that is not in a designated Small Area FMR (SAFMR) area or has not opted to voluntarily implement SAFMRs to establish exception payment standards for a ZIP code area above the basic range for the metropolitan FMR based on the HUD published SAFMRs. The PHA may establish an exception payment standard up to 120 percent (as opposed to 110 percent) of the HUD published Small Area FMR for that ZIP code area. The exception payment standard must apply to the entire ZIP code area.
  - The PHA must notify HUD if it establishes an EHV exception payment standard based on the SAFMR.

#### PHA Policy

The PHA will not establish a higher payment standard amount for EHV's. The PHA will use the same payment standards for HCV and EHV.

### **Rent Reasonableness**

All rent reasonableness requirements apply to EHV units, regardless of whether the PHA has established an alternative or exception EHV payment standard.

### **Increases in Payment Standards**

The requirement that the PHA apply increased payment standards at the family's first regular recertification on or after the effective date of the increase does not apply to EHV. The PHA may, but is not required to, establish an alternative policy on when to apply the increased payment standard, provided the increased payment standard is used to calculate the HAP no later than the effective date of the family's first regular reexamination following the change.

#### PHA Policy

The PHA will not establish an alternative policy for increases in the payment standard. PHA policy in Section 11-III.B. governing increases in payment standards will apply to EHV.



**Attachment L**

# **CAPITAL FUNDS PROGRAM**



## Supporting Pages – Physical Needs Work Statement(s)

t for FFY	Work Statement for Year 4 FFY 2025			Work Statement for Year: 5 FFY 2026		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
	NJ010-000017 Westfield Tower			NJ010-000017 Westfield Tower		
	A/E Fees		3,757	A/E Fees		3,832
	Inspection Fees		2,149	Inspection Fees		2,192
	Permits and Other Fees		500	Permits and Other Fees		500
	Site Improvements – Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape		6,589	Site Improvements – Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape		6,721
	Unit Rehab and Repair		165,629	Unit Rehab and Repair		169,041
	Upgrade / Repair Building		11,489	Upgrade / Repair Building		11,739
	Fire Alarm / Security		1,000	Fire Alarm / Security		1,000
	Dwelling Equipment		5,035	Dwelling Equipment		5,136
	Non-Dwelling Structures		2,636	Non-Dwelling Structures		2,688
	Non-Dwelling Equipment		217	Non-Dwelling Equipment		217
	Non-Dwelling Equipment - Vehicle		500	Non-Dwelling Equipment - Vehicle		500
	Computer Upgrades - Hardware		500	Computer Upgrades - Hardware		500
	Subtotal Westfield Tower		200,001	Subtotal Westfield Tower		204,066
	NJ010-000018 Mickle Tower			NJ010-000018 Mickle Tower		
	A/E Fees		3,783	A/E Fees		3,859
	Inspection Fees		2,162	Inspection Fees		2,205
	Permits and Other Fees		500	Permits and Other Fees		500

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## Supporting Pages - Physical Needs Work Statement(s)

Work Statement for Year 4 FFY 2025				Work Statement for Year: 5 FFY 2026		
Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	
Site Improvements - Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape		6,654	Site Improvements - Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape		6,787	
Unit Rehab and Repair		161,734	Unit Rehab and Repair		165,281	
Upgrade / Repair Building		11,000	Upgrade / Repair Building		11,000	
Fire Alarm / Security		1,000	Fire Alarm / Security		1,000	
Dwelling Equipment		3,991	Dwelling Equipment		4,071	
Non-Dwelling Structures		2,662	Non-Dwelling Structures		2,715	
Non-Dwelling Equipment		229	Non-Dwelling Equipment		229	
Non-Dwelling- Vehicle Equipment- Vehicle		500	Non-Dwelling Equipment- Vehicle		500	
Computer Upgrades - Hardware		500	Computer Upgrades - Hardware		500	
Subtotal Mickle Tower		194,714	Subtotal Mickle Tower		198,646	
NJ010-000013 Baldwins Run			NJ010-000013 Baldwins Run			
A/E Fees		875	A/E Fees		875	
Inspection Fees		500	Inspection Fees		500	
Permits and Other Fees		1,000	Permits and Other Fees		1,000	
Site Improvements - Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape		1,000	Site Improvements - Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape		1,000	
Unit Rehab and Repair		81,143	Unit Rehab and Repair		83,026	
Upgrade / Repair Building		1,500	Upgrade / Repair Building		1,500	
Dwelling Equipment		2,500	Dwelling Equipment		2,500	

form HUD-50075.1 (07/2014)

## Supporting Pages - Physical Needs Work Statement(s)

Work Statement for Year 4 FFY 2025			Work Statement for Year: 5 FFY 2026		
Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
Non-Dwelling Structures		2,500	Non-Dwelling Structures		2,500
Non-Dwelling Equipment		2,500	Non-Dwelling Equipment		2,500
Subtotal Baldwins Run		93,518	Subtotal Baldwins Run		95,401
NJ010-000015 Baldwins Run II			NJ010-000015 Baldwins Run II		
A/E Fees		1,750	A/E Fees		1,750
Inspection Fees		1,000	Inspection Fees		1,000
Permits and Other Fees		1,000	Permits and Other Fees		1,000
Site Improvements - Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape		2,000	Site Improvements - Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape		2,000
Unit Rehab and Repair		71,559	Unit Rehab and Repair		73,485
Upgrade / Repair Building		3,000	Upgrade / Repair Building		3,000
Dwelling Equipment		5,000	Dwelling Equipment		5,000
Non-Dwelling Structures		5,000	Non-Dwelling Structures		5,000
Non-Dwelling Equipment		5,000	Non-Dwelling Equipment		5,000
Subtotal Baldwins Run II		95,309	Subtotal Baldwins Run II		97,235
NJ010-000019 Baldwins Run Senior			NJ010-000019 Baldwins Run Senior		
A/E Fees		875	A/E Fees		875
Inspection Fees		500	Inspection Fees		500

form HUD-50075.1 (07/2014)

## : Supporting Pages - Physical Needs Work Statement(s)

Work Statement for Year 4 FFY 2025			Work Statement for Year: 5 FFY 2026		
Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
Legal Fees (Devt Related)			Legal Fees (Devt Related)		500
Permits and Other Fees			Permits and Other Fees		500
Site Improvements - Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape			Site Improvements - Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape		1,000
Unit Rehab and Repair			Unit Rehab and Repair		55,149
Upgrade / Repair Building			Upgrade / Repair Building		1,500
Dwelling Equipment			Dwelling Equipment		2,500
Non-Dwelling Structures			Non-Dwelling Structures		2,500
Non-Dwelling Equipment			Non-Dwelling Equipment		2,500
Subtotal Baldwins Senior			Subtotal Baldwins Senior		67,524
Subtotal of Estimated Cost		\$2,213,215	Subtotal of Estimated Cost		\$2,257,871

**1: Supporting Pages - Management Needs Work Statement(s)**

Work Statement for Year 2 FFY 2023		Work Statement for Year 3 FFY 2024	
Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
NJ010-000001 Ablett Village		NJ010-000001 Ablett Village	
Management Improvement	875	Management Improvement	1,500
Computer Upgrades - Software	500	Computer Upgrades - Software	500
Pest control/treatment	500	Pest control/treatment	500
Staff Training/Travel	250	Staff Training/Travel	250
Youth Program	250	Youth Program	250
Subtotal Ablett Village	2,375	Subtotal Ablett Village	3,000
NJ010-000003 Chelton Terrace I		NJ010-000003 Chelton Terrace I	
Management Improvement	500	Management Improvement	500
Financial Management	500	Financial Management	500
Computer Upgrades - Software	250	Computer Upgrades - Software	250
Staff Training/Travel	250	Staff Training/Travel	250
Youth Program	250	Youth Program	250
Subtotal Chelton Terrace I	1,750	Subtotal Chelton Terrace I	1,750
NJ010-000004 Chelton Terrace II		NJ010-000004 Chelton Terrace II	
Management Improvement	500	Management Improvement	500
Financial Management	500	Financial Management	500
Computer Upgrades - Software	250	Computer Upgrades - Software	250
Staff Training/Travel	250	Staff Training/Travel	250
Youth Program	250	Youth Program	250
Subtotal Chelton Terrace II	1,750	Subtotal Chelton Terrace II	1,750
NJ010-000016 Kennedy Tower		NJ010-000016 Kennedy Tower	
Management Improvement	1,050	Management Improvement	1,050
Computer Upgrades - Software	250	Computer Upgrades - Software	250
Pest Control/treatment	250	Pest Control/treatment	250

## 1. Supporting Pages - Management Needs Work Statement(s)

Work Statement for Year 2 FFY 2023		Work Statement for Year 3 FFY 2024	
Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
Staff Training/Travel	250	Staff Training/Travel	250
Subtotal Kennedy Tower	1,800	Subtotal Kennedy Tower	1,800
NJ010-000017 Westfield Tower		NJ010-000017 Westfield Tower	
Management Improvement	600	Management Improvement	600
Computer Upgrades - Software	500	Computer Upgrades - Software	500
Pest Control/treatment	500	Pest Control/treatment	500
Staff Training/Travel	203	Staff Training/Travel	204
Subtotal Westfield Tower	1,803	Subtotal Westfield Tower	1,804
NJ010-000018 Mickle Tower		NJ010-000018 Mickle Tower	
Management Improvement	800	Management Improvement	800
Computer Upgrades - Software	200	Computer Upgrades - Software	200
Pest Control/treatment	200	Pest Control/treatment	200
Staff Training/Travel	200	Staff Training/Travel	200
Subtotal Mickle Tower	1,400	Subtotal Mickle Tower	1,400
NJ010-000013 Baldwins Run		NJ010-000013 Baldwins Run	
Management Improvement	375	Management Improvement	375
Computer Upgrades - Software	250	Computer Upgrades - Software	250
Subtotal Baldwins Run	625	Subtotal Baldwins Run	625
NJ010-000013 Baldwins Run II		NJ010-000013 Baldwins Run II	
Management Improvement	500	Management Improvement	500
Computer Upgrades - Software	250	Computer Upgrades - Software	250
Staff Training/Travel	250	Staff Training/Travel	250
Subtotal Baldwins Run II	1,000	Subtotal Baldwins Run II	1,000
NJ010-000013 Baldwins Run Senior		NJ010-000013 Baldwins Run Senior	
Management Improvement	375	Management Improvement	375

form HUD-50075.1 (07/2014)

1: Supporting Pages – Management Needs Work Statement(s)			
Work Statement for Year 2 FFY 2023	Work Statement for Year: 3 FFY 2024		
	Development Number/Name	Development Number/Name	Estimated Cost
General Description of Major Work Categories	General Description of Major Work Categories	General Description of Major Work Categories	250
Computer Upgrades - Software	Computer Upgrades - Software	Computer Upgrades - Software	625
Subtotal Baldwin Run Senior	Subtotal Baldwin Run Senior	Subtotal Baldwin Run Senior	
Subtotal of Estimated Cost		Subtotal of Estimated Cost	\$13,754

## I: Supporting Pages - Management Needs Work Statement(s)

k ut for FFY 2	Work Statement for Year 4 FFY 2025		Work Statement for Year: 5 FFY 2026	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
	NJ010-000001 Ablett Village		NJ010-000001 Ablett Village	
	Management Improvement	875	Management Improvement	875
	Computer Upgrades - Software	500	Computer Upgrades - Software	500
	Pest control/treatment	500	Pest control/treatment	500
	Staff Training/Travel	250	Staff Training/Travel	250
	Youth Program	250	Youth Program	250
	Subtotal Ablett Village	2,375	Subtotal Ablett Village	2,375
	NJ010-000003 Chelton Terrace I		NJ010-000003 Chelton Terrace I	
	Management Improvement	500	Management Improvement	500
	Financial Management	500	Financial Management	500
	Computer Upgrades - Software	250	Computer Upgrades - Software	250
	Staff Training/Travel	250	Staff Training/Travel	250
	Youth Program	250	Youth Program	250
	Subtotal Chelton Terrace I	1,750	Subtotal Chelton Terrace I	1,750
	NJ010-000004 Chelton Terrace II		NJ010-000004 Chelton Terrace II	
	Management Improvement	500	Management Improvement	500
	Financial Management	500	Financial Management	500
	Computer Upgrades - Software	250	Computer Upgrades - Software	250
	Staff Training/Travel	250	Staff Training/Travel	250
	Youth Program	250	Youth Program	250
	Subtotal Chelton Terrace II	1,750	Subtotal Chelton Terrace II	1,750
	NJ010-000016 Kennedy Tower		NJ010-000016 Kennedy Tower	
	Management Improvement	1,050	Management Improvement	1,050
	Computer Upgrades - Software	250	Computer Upgrades - Software	250
	Pest control/treatment	250	Fresh Start	250
	Staff Training/Travel	250	Staff Training/Travel	250
	Subtotal Kennedy Tower	1,800	Subtotal Kennedy Tower	1,800
	NJ010-000017 Westfield Tower		NJ010-000017 Westfield Tower	



**I: Supporting Pages - Management Needs Work Statement(s)**

Work Statement for Year 4 FFY 2025	Work Statement for Year: 5 FFY 2026	
	Development Number/Name General Description of Major Work Categories	Estimated Cost
Work Statement for Year 4 FFY 2025	Management Improvement	600
	Computer Upgrades - Software	500
	Fresh Start	500
	Staff Training/Travel	206
	Subtotal Westfield Tower	1,806
Work Statement for Year 4 FFY 2025	NJ010-000018 Mickie Tower	
	Management Improvement	800
	Computer Upgrades - Software	200
	Fresh Start	200
	Staff Training/Travel	200
Work Statement for Year 4 FFY 2025	Subtotal Mickie Tower	1,400
	NJ010-000013 Baldwins Run	
	Management Improvement	375
	Computer Upgrades - Software	250
	Subtotal Baldwins Run	625
Work Statement for Year 4 FFY 2025	NJ010-000013 Baldwins Run II	
	Management Improvement	500
	Computer Upgrades - Software	250
	Staff Training/Travel	250
	Subtotal Baldwins Run II	1,000
Work Statement for Year 4 FFY 2025	NJ010-000013 Baldwins Run Senior	
	Management Improvement	375
	Computer Upgrades - Software	250
	Subtotal Baldwins Run Senior	625
	Subtotal of Estimated Cost	\$13,130
Work Statement for Year 4 FFY 2025	NJ010-000018 Mickie Tower	
	Management Improvement	800
	Computer Upgrades - Software	200
	Fresh Start	200
	Staff Training/Travel	200
Work Statement for Year 4 FFY 2025	Subtotal Mickie Tower	1,400
	NJ010-000013 Baldwins Run	
	Management Improvement	375
	Computer Upgrades - Software	250
	Subtotal Baldwins Run	625
Work Statement for Year 4 FFY 2025	NJ010-000013 Baldwins Run II	
	Management Improvement	500
	Computer Upgrades - Software	250
	Staff Training/Travel	250
	Subtotal Baldwins Run II	1,000
Work Statement for Year 4 FFY 2025	NJ010-000013 Baldwins Run Senior	
	Management Improvement	375
	Computer Upgrades - Software	250
	Subtotal Baldwins Run Senior	625
	Subtotal of Estimated Cost	\$13,131

FFY of Grant: 2021	FFY of Grant Approval: 2021

[illegible]

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

Victor D. Fionera  
Executive Director

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
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Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0157  
Expires 11/30/2023

Part II: Supporting Pages			Federal FFY of Grant: 2021		
PHA Name: Housing Authority of the City of Camden		Grant Type and Number Capital Fund Program Grant No NJ39P01050121 CFPP (Yes/ No): Replacement Housing Factor Grant No:			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost  Original Revised <sup>1</sup>  Funds Obligated <sup>2</sup>  Funds Expended <sup>2</sup>	Status of Work
NJ010-000001 Ablett Village	A/E Fees	1480		\$13,273	
	Inspection Fees	1480		8,333	
	Permit and Other Fees	1480		1,000	
	Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping	1480		17,447	
	Unit Rehab and Repair	1480		540,375	
	Upgrade/Repair Building	1480		30,000	
	New Construction	1480		100,000	
	Termite Treatment	1480		10,000	
	Dwelling Equipment	1480		8,568	
	Non-Dwelling Structures	1480		4,879	
	Non-dwelling Equipment	1480		1,179	
	Non-dwelling Equipment - Vehicle	1480		500	
	Computer Upgrades- Hardware	1480		500	
	Relocation	1480		500	
	Operations Transfer	1406		171,133	

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages			Federal FFY of Grant: 2020					
HHA Name: Housing Authority of the City of Camden			Grant Type and Number Capital Fund Program Grant No: NJ39P01050120 CFFP (Yes/No): Replacement Housing Factor Grant No:					
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
	Management Improvements	1408		875				
	Pest Control/Treatment	1408		500				
	Computer Upgrades – Software	1408		500				
	Staff Training/Travel	1408		250				
	Youth program	1408		250				
	Administration	1410		85,567				
	Sub-total Ablett Village			\$995,629				
NJ010-000003								
Chelton Terrace								
	A/E Fees	1480		1,000				
	Inspection Fees	1480		1,000				
	Permits and Other Fees	1480		500				
	Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping	1480		2,500				
	Unit Rehab and Repair	1480		64,071				
	Upgrade/Repair Building	1480		5,000				
	Dwelling Equipment	1480		500				
	Non-Dwelling Structures	1480		500				
	Non-dwelling Equipment	1480		1,000				
	Operations Transfer	1406		40,987				
	Management Improvements	1408		500				
	Computer Upgrades - software	1408		250				
	Staff Training / Travel	1408		250				

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Administration (Staff and Related Items)	1410	20,493		
Sub-total Chelton Terrace		138,551		

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0157  
Expires 11/30/2023

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

Part II: Supporting Pages			Federal FFY of Grant: 2021			
PHA Name: Housing Authority of the City of Camden			Grant Type and Number Capital Fund Program Grant No: NJ39P01050121		Status of Work	
			CFFP (Yes/No): Replacement Housing Factor Grant No:			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost	Total Actual Cost	Status of Work
				Original	Revised <sup>1</sup> Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>
NJ010-000004 Chelton Terrace II						
	A/E Fees	1480		5,000		
	Inspection Fees	1480		1,000		
	Permits and Other Fees	1480		500		
	Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping	1480		10,000		
	Unit Rehab and Repair	1480		73,181		
	Upgrade Repair Building	1480		6,000		
	Dwelling Equipment	1480		500		
	Non-Dwelling Structures	1480		10,000		
	Non-dwelling Equipment	1480		10,000		
	Operations Transfer	1406		0		

to be accumulated for the Performance and Evaluation Report or a Revised Annual Statement.

2 To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0157  
Expires 11/30/2023

Part II: Supporting Pages			Federal FFY of Grant: 2021			
Grant Type and Number Capital Fund Program Grant No: NJ39P01050121 CFFP (Yes/ No): Replacement Housing Factor Grant No:						
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost  Original Revised <sup>1</sup>	Total Actual Cost  Funds Obligated <sup>2</sup> Funds Expended <sup>2</sup>	Status of Work
NJ010-000015 Baldwins Run II						
	A/E Fees	1480		1,750		
	Inspection Fees	1480		1,000		
	Legal Fees	1480				
	Permits and Other Fees	1480		1,000		
	Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping	1480		2,000		
	Unit Rehab and Repair	1480		51,373		
	Upgrade/Repair Building	1480		3,000		
	Dwelling Equipment	1480		5,000		
	Non-Dwelling Structures	1480		5,000		
NJ010-000019 Baldwins Run Senior	Non-dwelling Equipment	1480		5,000		
	Operations Transfer	1406		0		
	Management Improvements	1408		500		
	Computer Upgrades- Software	1408		250		
	Administration ( Staff and Related Items)	1410		0		
	Sub-total Baldwins Run II			75,873		
</						

form HUD-50075.1 (07/2014)





Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping	1480	6,209			
Unit Rehab and Repair	1480	164,550			
Upgrade/Repair Building	1480	13,032			
Dwelling Equipment	1480	4,745			
Non-Dwelling Structures	1480	2,484			
Non-dwelling Equipment - Vehicle	1480	217			
Non-dwelling Equipment	1480	500			
Computer Upgrades- Hardware	1480	500			
Relocation	1406	86,914			
Operations Transfer	1408	600			
Management Improvements					

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0157  
Expires 11/30/2023

Part II: Supporting Pages				Federal FFY of Grant: 2021			
HHA Name: Housing Authority of the City of Camden		Grant Type and Number Capital Fund Program Grant No: NJ39P01050121 CFFP (Yes/ No):		Replacement Housing Factor Grant No:		Status of Work	
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost	
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>
	Computer Upgrades – Software	1408		500			
	Pest Control/Treatment	1408		500			
	Staff Training/Travel	1408		200			
	Administration	1410		62,515			
	Sub-total Westfield Tower			\$350,031			
				</			

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.

form HUD-50075.1 (07/2014)

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

[illegible]

2 To be completed for the Performance and Evaluation Report.

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0157  
Expires 11/30/2023

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

Part III: Implementation Schedule for Capital Fund Financing Program					
HA Name: Housing Authority of the City of Camden					
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates <sup>1</sup>
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
NJ010-000001 Ablett Village	02/22/2023		02/22/2025		
NJ010-000006 McGuire Gardens	02/22/2023		02/22/2025		
NJ010-000003 Chelton Terrace	02/22/2023		02/22/2025		
NJ010-000004 Chelton Terrace II	02/22/2023		02/22/2025		
NJ010-000013 Baldwins Run	02/22/2023		02/22/2025		
NJ010-000015 Baldwins Run II	02/22/2023		02/22/2025		
NJ010-000019 Baldwins Run Senior	02/22/2023		02/22/2025		
NJ010-000016 Kennedy Tower	02/22/2023		02/22/2025		
NJ010-000017 Westfield Tower	02/22/2023		02/22/2025		
NJ010-000018 Mickle Tower	02/22/2023		02/22/2025		

<sup>1</sup> Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

## Part I: Summary

Grant Type and Number  
Capital Fund Program Grant No: NJ39P01050120  
Replacement Housing Factor Grant No:  
Date of CFPP:

FFY of Grant: 2020  
FFY of Grant Approval: 2020

Type of Grant					
<input checked="" type="checkbox"/> Original Annual Statement	<input type="checkbox"/> Reserve for Disasters/Emergencies				
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 06/30/21	<input type="checkbox"/> Final Performance and Evaluation Report				
Line	Summary by Development Account	Original	Total Estimated Cost Revised <sup>2</sup>	Obligated	Total Actual Cost <sup>1</sup> Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>	\$434,241			
3	1408 Management Improvements	11,375			
4	1410 Administration (may not exceed 10% of line 21)	271,286			271,286
5	1480 General Capital Activity	1,687,731			
6	1492 Moving to Work Demonstration				
7	1501 Collateralization Expense/Debt Service Paid by PHA				
8	1503 RAD-CFP				
9	1504 RAD Investment Activity				
10	1505 RAD-CPT				
11	9000 Debt Reserves				
12	9001 Bond Debt Obligation paid Via System of Direct Payment	323,333			323,333
13	9002 Loan Debt Obligation paid Via System of Direct Payment				
14	9900 Post Audit Adjustment				
					160,889

<sup>4</sup> RFF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0157  
Expires 11/30/2023

<b>Part I: Summary</b> Grant Type and Number Capital Fund Program Grant No: N339P01050120 Replacement Housing Factor Grant No: Date of CFFP:		FFY of Grant: 2020 FFY of Grant Approval: 2020	
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Revised Annual Statement (revision no: )		<input type="checkbox"/> Revised Annual Statement and Evaluation Report <input type="checkbox"/> Final Performance and Evaluation Report	
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies		Total Estimated Cost Original Revised <sup>2</sup> Obligated Total Actual Cost <sup>3</sup>	
Performance and Evaluation Report for Period Ending: Summary by Development Account			
Line		Original	Revised <sup>2</sup>
15	Amount of Annual Grant: (sum of lines 2 - 14)	\$2,727,966	\$594,619
16	Amount of line 15 Related to LBP Activities		
17	Amount of line 15 Related to Sect. 504, ADA, and Fair Housing Act Activities		
18	Amount of line 15 Related to Security - Soft Costs		
19	Amount of line 15 Related to Security - Hard Costs		
20	Amount of line 15 Related to Energy Conservation Measures		
			\$160,889
Signature of Executive Director Victor D. Figueroa, Executive Director		Signature of Public Housing Director Date	

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFF Grants for operations.  
<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0157  
Expires 11/30/2023

Part II: Supporting Pages			Federal FFY of Grant: 20210		
Grant Type and Number Capital Fund Program Grant No NJ39P01050120 CFPP (Yes/No): Replacement Housing Factor Grant No:					
Development Number Name/PHA-Wide Activities			General Description of Major Work Categories		
			Development Account No.		
			Quantity		
			Total Estimated Cost		
			Total Actual Cost		
			Status of Work		
			Original		
			Revised <sup>1</sup>		
			Funds Obligated <sup>2</sup>		
			Funds Expended <sup>2</sup>		
NJ010-000001 Ablett Village			A/E Fees		
			1480		
			\$13,273		
			Inspection Fees		
			1480		
			10,000		
			Permit and Other Fees		
			1480		
			1,000		
			Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping		
			1480		
			25,000		
			Unit Rehab and Repair		
			1480		
			414,940		
			Upgrade/Repair Building		
			1480		
			30,000		
			Fire Alarm/Security		
			1480		
			1,000		
			Termite Treatment		
			1480		
			10,000		
			Dwelling Equipment		
			1480		
			20,000		
			Non-Dwelling Structures		
			1480		
			20,000		
			Non-dwelling Equipment		
			1480		
			15,000		
			Non-dwelling Equipment - Vehicle		
			1480		
			1,000		
			Computer Upgrades- Hardware		
			1480		
			5,000		
			Relocation		
			1480		
			500		
			Operations Transfer		
			1406		
			158,281		

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.



Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0157  
Expires 11/30/2023

<u>Part II: Supporting Pages</u>						Federal FFY of Grant: 2020
PHA Name: Housing Authority of the City of Camden						
		Grant Type and Number Capital Fund Program Grant No:		NJ39P01050120		
		CFFP (Yes/No): Replacement Housing Factor Grant No:				
<u>Development Number Name/PHA-Wide Activities</u>	<u>General Description of Major Work Categories</u>	<u>Development Account No.</u>	<u>Quantity</u>	<u>Total Estimated Cost</u>		<u>Status of Work</u>
				<u>Original</u>	<u>Revised<sup>1</sup></u>	
					<u>Funds Obligated<sup>2</sup></u>	<u>Funds Expended<sup>2</sup></u>
	Management Improvements	1408		875		
	Pest Control/Treatment	1408		500		
	Computer Upgrades – Software	1408		500		
	Staff Training/Travel	1408		250		
	Youth program	1408		250		
	Administration	1410		79,140	79,140	
	Sub-total Ablett Village			\$806,509	79,140	
	A/E Fees	1480		2,000		
	Inspection Fees	1480		3,000		
	Permits and Other Fees	1480		500		
	Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping	1480		5,000		
	Unit Rehab and Repair	1480		31,349		
	Upgrade/Repair Building	1480		15,298		
	Dwelling Equipment	1480		5,000		
	Non-Dwelling Structures	1480		5,000		
	Non-dwelling Equipment	1480		5,000		
	Operations Transfer	1406		38,908		
	Management Improvements	1408		500		
	Computer Upgrades - software	1408		250		
	Staff Training / Travel	1408		250		
NJ010-000003 Chelton Terrace						

Administration (Staff and Related Items)	1410	19,454	19,454	
Sub-total Chelton Terrace		131,509		

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement

<sup>2</sup> To be completed for the Performance and Evaluation Report.

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0157  
Expires 11/30/2023

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

Part II: Supporting Pages			Federal FFY of Grant: 2020			
PHA Name: Housing Authority of the City of Camden		Grant Type and Number Capital Fund Program Grant No: NJ39P01050120 CFFP (Yes/No): Replacement Housing Factor Grant No:				
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost Original Revised <sup>1</sup>	Total Actual Cost Funds Obligated <sup>2</sup> Funds Expended <sup>2</sup>	Status of Work
NJ010-000004 Chelton Terrace II						
	A/E Fees	1480		2,000		
	Inspection Fees	1480		3,000		
	Permits and Other Fees	1480		500		
	Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping	1480		5,000		
	Unit Rehab and Repair	1480		84,722		
		1480				
	Dwelling Equipment	1480		5,000		
	Non-Dwelling Structures	1480		5,000		
	Non-dwelling Equipment	1480		5,000		

Form 10-K completed for the Performance and Evaluation Report or a Revised Annual Statement

2. To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0157  
Expires 11/30/2023

Part II: Supporting Pages			Federal FFY of Grant: 2020					
PHA Name: Housing Authority of the City of Camden			Grant Type and Number Capital Fund Program Grant No: NJ39P01050120					
			CEFP (Yes/ No):					
			Replacement Housing Factor Grant No:					
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
NJ010-000015 Baldwins Run II								
	A/E Fees	1480		875				
	Inspection Fees	1480		500				
	Legal Fees	1480		500				
	Permits and Other Fees	1480		500				
	Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping	1480		2,500				
	Unit Rehab and Repair	1480		58,401				
		1480						
	Dwelling Equipment	1480		2,500				
	Non-Dwelling Structures	1480		2,500				
	Non-dwelling Equipment	1480		2,500				
	Operations Transfer	1406		0				
	Management Improvements	1408		375				
	Computer Upgrades- Software	1408		250				
	Administration ( Staff and Related Items)	1410		0				
	Sub-total Baldwins Run II			71,401				
NJ010-000019 Baldwins Run Senior								
	A/E and Other Fees	1480		875				
	Inspection Fees	1480		250				
	Legal Fees	1480		250				

form HUD-50075.1 (07/2014)

form HUD-50075.1 (07/2014)

Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping	1480				10,000			
Unit Rehab and Repair	1480				127,023			
Upgrade/Repair Building	1480				10,000			
Dwelling Equipment	1480				10,000			
Non-Dwelling Structures	1480				10,000			
Non-dwelling Equipment - Vehicle	1480				500			
Non-dwelling Equipment	1480				6,000			
Computer Upgrades- Hardware	1480				1,000			
Relocation	1480				500			
Operations Transfer	1406				81,768			
Management Improvements	1408				600			

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0157  
Expires 11/30/2023

Part II: Supporting Pages			Federal FFY of Grant: 2020			
HHA Name: Housing Authority of the City of Camden		Grant Type and Number Capital Fund Program Grant No: NJ39P01050120				
Development Number Name/PHA-Wide Activities		Replacement Housing Factor Grant No:				
General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost	Status of Work
			Original	Revised <sup>1</sup>		
					Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>
	Computer Upgrades – Software	1408	500			
	Pest Control/Treatment	1408	500			
	Staff Training/Travel	1408	200			
	Administration	1410	58,458		58,458	
	Sub-total Westfield Tower		\$328,049		58,458	
			4,000			
NJ010-000018 Mickle Tower	A/E Fees	1480				
	Inspection Fees	1480	5,000			
	Permit and Other Fees	1480	1,000			
	Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping	1480	7,000			
	Unit Rehab and Repair	1480	124,941			
	Upgrade/Repair Building	1480	11,000			
	Dwelling Equipment	1480	10,000			
	Non-Dwelling Structures	1480	10,000			
	Non-dwelling Equipment - Vehicle	1480	500			
	Non-dwelling Equipment	1480	5,000			
	Non-dwelling Equipment	1480	1,000			
	Computer Upgrades- Hardware	1480	500			
	Relocation	1480	80,274			
	Operations Transfer	1406				
	Management Improvements	1408	800			

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0157  
Expires 11/30/2023

Part II: Supporting Pages			Grant Type and Number		Federal FFY of Grant: 2020			
HFA Name: Housing Authority of the City of Camden			Capital Fund Program Grant No: NJ39P01050120					
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Replacement Housing Factor Grant No:	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost	Status of Work
					Original	Revised <sup>1</sup>		
							Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>
	Computer Upgrades -- Software		1408		500			
	Pest Control/Treatment		1408		200			
	Staff Training/Travel		1408		200			
	Administration		1410		57,951	57,951		
	Sub-total Mickle Tower				\$319,866	57,951		
NJ10-13 Authority Wide								
	Collateralization or Debt Service		9001		323,333		323,333	160,889
	Sub-total				323,333		323,333	160,889
	GRAND TOTAL				\$2,727,966		\$594,619	\$160,889

Statement of the President and the Board of Directors

2 To be completed for the Performance and Evaluation Report.



Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

Part III: Implementation Schedule for Capital Fund Financing Program					Federal FFY of Grant: 2020	
PHA Name: Housing Authority of the City of Camden					Reasons for Revised Target Dates <sup>1</sup>	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)			
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date		
NJ010-000001 Ablett Village	09/25/2023		09/25/2025			
NJ010-000006 McGuire Gardens	09/25/2023		09/25/2025			
NJ010-000003 Chelton Terrace	09/25/2023		09/25/2025			
NJ010-000004 Chelton Terrace II	09/25/2023		09/25/2025			
NJ010-000013 Baldwins Run	09/25/2023		09/25/2025			
NJ010-000015 Baldwins Run II	09/25/2023		09/25/2025			
NJ010-000019 Baldwins Run Senior	09/25/2023		09/25/2025			
NJ010-000016 Kennedy Tower	09/25/2023		09/25/2025			
NJ010-000017 Westfield Tower	09/25/2023		09/25/2025			
NJ010-000018 Mickle Tower	09/25/2023		09/25/2025			

<sup>1</sup> Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

Part I: Summary		Grant Type and Number Capital Fund Program Grant No: NJ39P01050119 Replacement Housing Factor Grant No: Date of CFFP:		FFY of Grant: 2019 FFY of Grant Approval: 2019	
Type of Grant		Performance and Evaluation Report for Period Ending: 6/30/21		Revised Annual Statement (01)	
Original Annual Statement		Final Performance and Evaluation Report		Total Actual Cost <sup>1</sup>	
Summary by Development Account		Summary by Development Account		Summary by Development Account	
Line	Description	Original	Revised <sup>2</sup>	Obligated	Expended
	Total non-CFP Funds	\$472,381	\$472,381	\$472,381	\$472,381
1406	Operations (may not exceed 20% of line 21) <sup>3</sup>	13,625	11,375		
1408	Management Improvements	316,671	316,671	316,671	316,671
1410	Administration (may not exceed 10% of line 21)	1,559,229	1,998,585	585,935	467,865
1480	General Capital Activity				
1492	Moving to Work Demonstration				
1501	Collateralization Expense/Debt Service Paid by PHA	317,045	52,841	52,841	
1503	RAD-CFP				
1504	RAD Investment Activity				
1505	RAD-CPT				
9000	Debt Reserves				
9001	Bond Debt Obligation paid Via System of Direct Payment	487,766	330,741	330,741	330,741
9002	Loan Debt Obligation paid Via System of Direct Payment				
9900	Post Audit Adjustment				

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

## Part I: Summary

FFY of Grant:2019  
FFY of Grant Approval: 2019

Type of Grant	<input type="checkbox"/> Original Annual Statement	<input type="checkbox"/> Reserve for Disasters/Emergencies
	<input checked="" type="checkbox"/> Performance and Evaluation Report	Period Ending: 6/30/21

☒ Revised Annual Statement (revision no: 01 )

<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 6/30/21					<input type="checkbox"/> Annual Performance Report	
Line	Summary by Development Account	Total Estimated Cost		Obligated	Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>			Expended
15	Amount of Annual Grant:: (sum of lines 2 - 14)	\$3,166,717.	\$3,182,594	\$1,758,569		\$1,587,658
16	Amount of line 15 Related to LBP Activities					
17	Amount of line 15 Related to Sect. 504, ADA, and Fair Housing Act Activities					
18	Amount of line 15 Related to Security - Soft Costs					
19	Amount of line 15 Related to Security - Hard Costs					
20	Amount of line 15 Related to Energy Conservation Measures					

Signature of Executive Director	Date	Signature of Public Housing Director	Date
Victor D. Figueroa, Executive Director			

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.

## Part II: Supporting Pages

Federal Reserve Bank of New York

Grant Type and Number  
Capital Fund Program Grant No NJ39P01050119  
CRFP (Yes/No):  
Replacement Housing Factor Grant No:

[illegible]

Information submitted for the Performance and Evaluation Report of a Revised Annual Statement

<sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0157  
Expires 11/30/2023

Part II: Supporting Pages			Federal FFY of Grant: 2019			Status of Work		
LA Name: Housing Authority of the City of Camden			Grant Type and Number Capital Fund Program Grant No: NJ39P01050119 CFFP (Yes/No): Replacement Housing Factor Grant No:			Total Actual Cost		
Development Number Name/PHA-Wide activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
	Management Improvements	1408		875	875			
	Pest Control/Treatment	1408		500	500			
	Computer Upgrades - Software	1408		500	500			
	Staff Training/Travel	1408		250	250			
	Youth program	1408		250	250			
	Administration	1410		77,289	77,289	77,289	77,289	
	Sub-total Ablett Village			\$772,889	\$715,634	\$268,322	\$267,733	
NJ010-000006								
McGuire Gardens								
	Permit and Other Fees	1480		1,000	1,000			
	A/E Fees	1480		5,000	5,000			
	Inspection Fees	1480		12,500	12,500			
	Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping	1480		10,000	10,000			
	Unit Rehab and Repair	1480		153,181	19,421	3,822	3,822	
	Upgrade/Repair Building	1480		5,000	5,000			
	Dwelling Equipment	1480		8,000	8,000			
	Non-Dwelling Structures	1480		10,000	10,000			
	Non-dwelling Equipment	1480		10,000	10,000			
	Computer Upgrades - Hardware	1480		5,000	5,000			
	Operations Transfer	1406		63,409	63,409	63,409	63,409	
	Management Improvements	1408		1,000				
	Computer Upgrades - software	1408		1,000				
	Staff Training / Travel	1408		250				
	Administration (Staff and Related Items)	1410		31,704	31,704	31,704	31,704	

form HUD-50075.1 (07/2014)

Sub-total McGuire Gardens				317,044	181,034	98,935	98,935
NJ010-000003 Chelton Terrace							
	A/E Fees	1480		2,000	2,000		
	Inspection Fees	1480		3,000	3,000	1,000	82
	Permits and Other Fees	1480		500	500		
	Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping	1480		5,000	5,000		
	Unit Rehab and Repair	1480		41,776	41,776		
	Upgrade/Repair Building	1480					
	Dwelling Equipment	1480		5,000	5,000		
	Non-Dwelling Structures	1480		5,000	5,000		
	Non-dwelling Equipment	1480		19,508	35,726	35,726	
	Operations Transfer	1406		500	1,000		
	Management Improvements	1408		250	500		
	Computer Upgrades - software	1408		250	500		
	Staff Training / Travel	1408		9,754	17,863	17,863	
	Administration (Staff and Related Items)	1410		97,538	122,865	54,589	53,671
	Sub-total Chelton Terrace						

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

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Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0157  
Expires 11/30/2023

Part II: Supporting Pages			Federal FFY of Grant: 2019					
PHA Name: Housing Authority of the City of Camden			Grant Type and Number Capital Fund Program Grant No: NJ39P01050119 CFPP (Yes/ No): Replacement Housing Factor Grant No:					
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
NJ010-000004 Chelton Terrace II								
	A/E Fees	1480		2,000	2,000			
	Inspection Fees	1480		3,000	3,000			
	Permits and Other Fees	1480		500	500			
	Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping	1480		5,000	5,000			
	Unit Rehab and Repair	1480		65,961	65,961			
		1480						
	Dwelling Equipment	1480		5,000	5,000			
	Non-Dwelling Structures	1480		5,000	5,000			
	Non-dwelling Equipment	1480		5,000	5,000			
	Operations Transfer	1406		26,417				
	Management Improvements	1408		500				
	Computer Upgrades - software	1408		250				
	Staff Training / Travel	1408		250				
	Administration (Staff and Related Items)	1410		13,209				
	Sub-total Chelton Terrace II			132,087	91,461	0	0	
NJ010-000013 Baldwins Run								
	A/E Fees and Other Fees	1480		500	501			
	Legal Fees	1480		1,000	500			

Form HUD-50075-1 (07/2014)

[illegible]

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement

2 To be completed for the Performance and Evaluation Report.



Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0157  
 Expires 11/30/2023

Part II: Supporting Pages			Grant Type and Number		Federal FFY of Grant: 2019			
PHA Name: Housing Authority of the City of Camden			Capital Fund Program Grant No: NJ39P010S0119					
			CFPP (Yes/No):					
			Replacement Housing Factor Grant No:					
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
NJ010-000015 Baldwins Run II								
	A/E Fees	1480		875	875			
	Inspection Fees	1480		500	500			
	Legal Fees	1480		500	500			
	Permits and Other Fees	1480		500	500			
	Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping	1480		2,500	2,500			
	Unit Rehab and Repair	1480		43,919	43,919			
		1480						
	Dwelling Equipment	1480		2,500	2,500			
	Non-Dwelling Structures	1480		2,500	2,500			
	Non-dwelling Equipment	1480		2,500	2,500			
	Operations Transfer	1406		23,723				
	Management Improvements	1408		375	375			
	Computer Upgrades- Software	1408		250	250			
	Administration ( Staff and Related Items)	1410		11,862				
	Sub-total Baldwins Run II			92,504	56,919			
NJ010-000019 Baldwins Run Senior								
	A/E and Other Fees	1480		875	875			
	Inspection Fees	1480		250	250			
	Legal Fees	1480		250	250			

Form HUD-50075.1 (07/2014)

form HUD-50075.1 (07/2014)

		1480	500	500	500			
	Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping	1480						
	Unit Rehab and Repair	1480	25,959	25,959	500			
	Dwelling Equipment	1480	500	500	500			
	Non-Dwelling Structures	1480	500	500	500			
	Non-dwelling Equipment	1480	250	250	250			
	Operations Transfer	1406	16,015					
	Management Improvements	1408	375	375	375			
	Computer Upgrades- Software	1408	125	125	125			
	Administration ( Staff and Related Items)	1410	8,007					
	Sub-total Baldwins Run Senior		53,606	29,584	0	0		
NJ010-000016	A/E Fees	1480	3,111	37,111	34,000			
Kennedy Tower								
	Inspection Fees	1480	2,000	2,000	2,000	1,397		
	Permit and Other Fees	1480	500	500	500			
	Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping	1480	20,000	13,300				
	Unit Rehab and Repair	1480	112,547	343,381	10,533	10,533		
	Upgrade/Repair Building	1480		41,866	41,866	36,066		
	Dwelling Equipment	1480	10,000	25,877				
	Non-Dwelling Structures	1480	10,000	10,000				
	Non-dwelling Equipment - Vehicle	1480	500	500				
	Non-dwelling Equipment	1480	5,000	5,000				
	Computer Upgrades- Hardware	1480	1,000	1,000				
	Relocation	1480	500	503				
	Operations Transfer	1406	47,616	69,240	69,240	69,240		
	Management Improvements	1408	500	500				
	Computer Upgrades - Software	1408	500	500				
	Pest Control/Treatment	1408	250	250				
	Staff Training/Travel	1408	250	250				
	Administration (Staff and Related Items)	1410	51,708	62,520	62,520	62,520		
	Sub-total Kennedy Tower		265,982	614,298	220,159	179,756		
NJ010-000017	A/E Fees	1480	5,000	34,000	34,000			
Westfield Tower								
	Inspection Fees	1480	5,000	5,000	2,000	1,233		
	Permit and Other Fees	1480	1,000	1,000	1,000			

Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping	1480	10,000	10,000		
Unit Rehab and Repair	1480	114,560	85,560	37,144	30,344
Upgrade/Repair Building	1480	10,000	10,000		
Dwelling Equipment	1480	10,000	10,000		
Non-Dwelling Structures	1480	10,000	10,000		
Non-dwelling Equipment - Vehicle	1480	500	500		
Non-dwelling Equipment	1480	6,000	6,000		
Computer Upgrades- Hardware	1480	1,000	1,000		
Relocation	1480	500	500		
Operations Transfer	1406	50,103	75,413	75,413	
Management Improvements	1408	600	600		

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.

## Part II: Supporting Pages

Grant Type and Number  
Capital Fund Program Grant No:  
CFFP (Yes/No):

**Federal FFY of Grant: 2019**

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement

2 To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0157  
Expires 11/30/2023

Part II: Supporting Pages			Federal FFY of Grant: 2019			
HA Name: Housing Authority of the City of Camden			Grant Type and Number Capital Fund Program Grant No: NJ39P01050119		Status of Work	
Development Number (Name/PHA-Wide Activities)	General Description of Major Work Categories	Development Account No.	Replacement Housing Factor Grant No:		Total Actual Cost	
			Quantity	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>
				Original		
	Computer Upgrades - Software	1408		500		
	Pest Control/Treatment	1408		200		
	Staff Training/Travel	1408		200		
	Administration	1410		50,699	63,477	63,477
	Sub-total Mickie Tower			\$268,765	\$562,089	\$485,819
	RAD-CFP	1503		317,045	52,841	
				487,766	330,741	330,741
NJ10-13 Authority	Bond Debt Obligation paid Via System	9001				
Wide	of Direct Payment			804,811	383,582	330,741
	Sub-total					
				\$3,166,717	\$3,182,594	\$1,587,658
	<b>GRAND TOTAL</b>					

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement

<sup>2</sup> To be completed for the Performance and Evaluation Report.

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0157  
Expires 11/30/2023

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

Part III: Implementation Schedule for Capital Fund Financing Program				Federal FFY of Grant: 2019	
HA Name: Housing Authority of the City of Camden				Reasons for Revised Target Dates <sup>1</sup>	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
NJ010-000001 Ablett Village	04/15/2022		04/15/2024		
NJ010-000006 McGuire Gardens	04/15/2022		04/15/2024		
NJ010-000003 Chelton Terrace	04/15/2022		04/15/2024		
NJ010-000004 Chelton Terrace II	04/15/2022		04/15/2024		
NJ010-000013 Baldwins Run	04/15/2022		04/15/2024		
NJ010-000015 Baldwins Run II	04/15/2022		04/15/2024		
NJ010-000019 Baldwins Run Senior	04/15/2022		04/15/2024		
NJ010-000016 Kennedy Tower	04/15/2022		04/15/2024		
NJ010-000017 Westfield Tower	04/15/2022		04/15/2024		
NJ010-000018 Mickle Tower	04/15/2022		04/15/2024		

<sup>1</sup> Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

Office of Public and Indian Housing  
OMB No. 2577-0157  
Expires 11/30/2023

<b>Part I: Summary</b> Grant Name: <b>Housing Authority of the City of Camden</b> Grant Type and Number: <b>NJ39P01050118</b> Capital Fund Program Grant No: <b>Replacement Housing Factor Grant No:</b> Date of CFFP:		FFY of Grant: 2018 FFY of Grant Approval: 2018	
Type of Grant: <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 6/30/21			
Summary by Development Account		Revised Annual Statement ( ) <input type="checkbox"/> Final Performance and Evaluation Report	
Line	Original	Revised <sup>2</sup>	Total Actual Cost <sup>1</sup> Obligated Expended
1	Total non-CFF Funds	\$495,522	\$495,522
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>	16,250	11,750
3	1408 Management Improvements	249,990	249,990
4	1410 Administration (may not exceed 10% of line 21)	1,807,877	1,860,270
5	1480 General Capital Activity		1,702,104
6	1492 Moving to Work Demonstration		
7	1501 Collateralization Expense/Debt Service Paid by PHA		
8	1503 RAD-CFF		
9	1504 RAD Investment Activity		
10	1505 RAD-CPT		
11	9000 Debt Reserves	515,919	479,776
12	9001 Bond Debt Obligation paid Via System of Direct Payment		
13	9002 Loan Debt Obligation paid Via System of Direct Payment		
14	9900 Post Audit Adjustment		

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFF Grants for operations.  
<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program Replacement Housing Factor and  
 Initial Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0157  
 Expires 11/30/2023

Attachment: Summary		FFY of Grant: 2018 FFY of Grant Approval: 2018	
Grant Type and Number Capital Fund Program Grant No: NJ39P01050118 Replacement Housing Factor Grant No: Date of CFFP:			
<input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 6/30/21		<input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Final Performance and Evaluation Report	
Line	Summary by Development Account	Total Estimated Cost	Total Actual Cost <sup>1</sup>
		Original	Revised <sup>2</sup>
5	Amount of Annual Grant: (sum of lines 2 - 14)	\$3,085,558	\$3,085,558
6	Amount of line 15 Related to LBP Activities		
7	Amount of line 15 Related to Sect. 504, ADA, and Fair Housing Act Activities		
8	Amount of line 15 Related to Security - Soft Costs		
9	Amount of line 15 Related to Security - Hard Costs		
10	Amount of line 15 Related to Energy Conservation Measures		
			\$2,927,392
Signature of Executive Director		Signature of Public Housing Director	
Date		Date	
Victor D. Figueroa, Executive Director			

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFF Grants for operations.  
<sup>4</sup> RHF funds shall be included here.



## Part II: Supporting Pages

**Grant Type and Number**  
**Capital Fund Program Grant No:** NJ39P01050118  
**CFFP (Yes/No):**  
**Replacement Housing Factor Grant No:**

**Federal FTY of Grant: 2018**

[illegible]

1. To be completed for the Performance and Evaluation Report or a Revised Annual Statement

2 To be completed for the Performance and Evaluation Report

Capital Fund Financing Program

Part II: Supporting Pages		Grant Type and Number		Federal FFY of Grant: 2018				
LA Name: Housing Authority of the City of Camden		Capital Fund Program Grant No NJ39P01050117						
		CFRP (Yes/No):						
		Replacement Housing Factor Grant No:						
Development Number	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
ame/PHA-Wide				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
activities								

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0157  
Expires 11/30/2023

Attachment II: Supporting Pages		Grant Type and Number		Federal FFY of Grant: 2018				
Attachment A Name: Housing Authority of the City of Camden		Capital Fund Program Grant No: NJ39P01050118						
Development Number		CHFP (Yes/No):						
me/PHA-Wide		Replacement Housing Factor Grant No:						
activities								
Development Number	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
	Management Improvements	1408		2,500				
	Pest Control/Treatment	1408		500				
	Computer Upgrades - Software	1408		2,000				
	Staff Training/Travel	1408		250				
	Youth program	1408		250				
	Administration	1410		74,296	90,396	90,396	90,396	
	Sub-total Ablett Village			\$812,699	\$196,359	196,359	196,359	
J010-000006								
McGuire Gardens								
	Permit and Other Fees	1480		1,000				
	A/E Fees	1480		25,000	5,099	5,099	5,099	
	Inspection Fees	1480		12,500				
	Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping	1480		50,000				
	Unit Rehab and Repair	1480		233,146				
	Upgrade/Repair Building	1480		34,424				
	Dwelling Equipment	1480		30,000				
	Non-Dwelling Structures	1480		20,000	2,750	2,750	2,750	
	Non-dwelling Equipment	1480		10,000				
	Computer Upgrades - Hardware	1480		5,000				
	Operations Transfer	1406		121,591	64,931	64,931	64,931	
	Management Improvements	1408		2,000				
	Computer Upgrades - software	1408		2,000				
	Staff Training / Travel	1408		500				
	Administration (Staff and Related Items)	1410		60,796	72,066	72,066	72,066	

NJ010-000015  
Baldwins Run II

	A/E Fees	1480				1,750			
	Inspection Fees	1480				2,000			
	Legal Fees	1480				2,000			
	Permits and Other Fees	1480				1,000			
	Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping	1480				10,000			
	Unit Rehab and Repair	1480				32,138			
	Upgrade/Repair Building	1480				5,000			
	Dwelling Equipment	1480				10,000			
	Non-Dwelling Structures	1480				10,000			
	Non-dwelling Equipment	1480				5,000			
	Operations Transfer	1406				22,540			
	Administration	1410				11,270			
	Sub-total Baldwins Run II					112,698			
TTJ010-000019.									
Baldwins Run Senior									
	A/E and Other Fees	1480				500			
	Legal Fees	1480				1,000			
	Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping	1480				1,500			
	Unit Rehab and Repair	1480				4,750			
	Dwelling Equipment	1480				1,500			
	Non-Dwelling Structures	1480				1,500			
	Non-dwelling Equipment	1480				250			
	Management Improvements	1408				125			
	Sub-total Baldwins Run II					11,125			

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0157  
Expires 11/30/2023

Part II: Supporting Pages				Federal FFY of Grant: 2018				
PHA Name: Housing Authority of the City of Camden				Grant Type and Number Capital Fund Program Grant No: NJ39P01050118 CFPP (Yes/No): Replacement Housing Factor Grant No:				
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
NJ010-000016 Kennedy Tower	A/E Fees	1480		3,111	88,460	88,460	83,753	
	Inspection Fees	1480		5,000	19,997	19,997	19,997	
	Permit and Other Fees	1480		500				
		1480						
	Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping	1480		20,000				
	Unit Rehab and Repair	1480						
	Upgrade/Repair Building	1480		103,145	102,740	102,740	102,740	
	Dwelling Equipment	1480		10,000	8,177	8,177	8,177	
	Non-Dwelling Structures	1480		10,000				
	Non-dwelling Equipment - Vehicle	1480		500				
	Non-dwelling Equipment	1480		5,000	680	680	680	
	Computer Upgrades- Hardware	1480		1,000				
	Relocation	1480		500				
	Operations Transfer	1406		45,787	122,834	122,834	122,834	
	Management Improvements	1408		500				
	Computer Upgrades – Software	1408		500				
	Pest Control/Treatment	1408		250				
	Staff Training/Travel	1408		250				
	Administration (Staff and Related Items)	1410		22,894	22,894	22,894	22,894	
	Sub-total Kennedy Tower			\$228,937	\$365,782	\$365,782	\$361,075	

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0157  
Expires 11/30/2023

Part II: Supporting Pages			Federal FFY of Grant: 2018			
PHA Name: Housing Authority of the City of Camden		Grant Type and Number Capital Fund Program Grant No: NJ39P01050118				
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Replacement Housing Factor Grant No:		Total Estimated Cost	
			Quantity	Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>
						Funds Expended <sup>2</sup>
NJ010-000018 Mickle Tower	A/E Fees	1480		4,000	99,212	81,492
	Inspection Fees	1480		5,000	7,852	7,852
	Permit and Other Fees	1480		1,000		
	Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping	1480		7,000		
	Unit Rehab and Repair	1480		106,462	16,427	16,427
	Upgrade/Repair Building	1480		11,000	36,421	
	Dwelling Equipment	1480		10,000	16,836	16,836
	Non-Dwelling Structures	1480		10,000	8,438	8,438
	Non-dwelling Equipment - Vehicle	1480		500	500	
	Non-dwelling Equipment	1480		5,000	680	680
	Computer Upgrades- Hardware	1480		1,000		
	Relocation	1480		500		
	Operations Transfer	1406		46,618	109,060	109,060
	Management Improvements	1408		800		

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement

<sup>2</sup> To be completed for the Performance and Evaluation Report



1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
2 To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

Part III: Implementation Schedule for Capital Fund Financing Program					Federal FFY of Grant: 2018	
HA Name: Housing Authority of the City of Camden					Reasons for Revised Target Dates <sup>1</sup>	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)			
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date		
NJ010-000002 Branch Village	11/28/2021		11/28/2023			
NJ010-000001 Ablett Village	11/28/2021		11/28/2023			
NJ010-000006 McGuire Gardens	11/28/2021		11/28/2023			
NJ010-000003 Chelton Terrace	11/28/2021		11/28/2023			
NJ010-000015 Baldwins Run	11/28/2021		11/28/2023			
NJ010-000015 Baldwins Run II	11/28/2021		11/28/2023			
NJ010-000015 Baldwins Run Senior	11/28/2021		11/28/2023			
NJ010-000016 Kennedy Tower	11/28/2021		11/28/2023			
NJ010-000017 Westfield Tower	11/28/2021		11/28/2023			
NJ010-000018 Mickle Tower	11/28/2021		11/28/2023			

<sup>1</sup> Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

# 0 Capital Improvements/8.1 Capital Fund Program Annual Statement/Performance & Evaluation Report 2 Capital Fund Program Five-Year Plan/ 8.3 Capital Fund Financing Program (CFFP)

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0157  
 Expires 11/30/2023

Part I: Summary		FFY of Grant: 2022 FFY of Grant Approval:	
EA Name: Housing Authority of the City of and	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: Date of CFFP:		
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:	<input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Final Performance and Evaluation Report	<input type="checkbox"/> Revised Annual Statement (revision no: )	
Summary by Development Account	Summary by Development Account	Total Estimated Cost	Total Actual Cost <sup>1</sup>
Line	Original	Revised <sup>2</sup>	Obligated
1	Total non-CFF Funds		
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>	\$536,748	
3	1408 Management Improvements	14,000	
4	1410 Administration (may not exceed 10% of line 21)	278,374	
5	1480 General Capital Activity	1,757,894	
6	1492 Moving to Work Demonstration		
7	1501 Collateralization Expense/Debt Service Paid by PHA		
8	1503 RAD-CFP		
9	1504 RAD Investment Activity		
10	1505 RAD-CPT		
11	9000 Debt Reserves		
12	9001 Bond Debt Obligation paid Via System of Direct Payment	331,793	
13	9002 Loan Debt Obligation paid Via System of Direct Payment		
14	9900 Post Audit Adjustment		

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFF Grants for operations.

<sup>4</sup> RHF funds shall be included here.

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0157  
Expires 11/30/2023

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

<b>Part I: Summary</b> Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: Date of CFFP:		FFY of Grant: 2022 FFY of Grant Approval:	
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Revised Annual Statement (revision no: )		<input type="checkbox"/> Final Performance and Evaluation Report	
Performance and Evaluation Report for Period Ending:		Total Actual Cost <sup>1</sup>	
Summary by Development Account	Original	Revised <sup>2</sup>	Obligated
Amount of Annual Grant: (sum of lines 2 - 14)	\$2,938,809		
Amount of line 15 Related to LBP Activities			
Amount of line 15 Related to Sect. 504, ADA, and Fair Housing Act Activities			
Amount of line 15 Related to Security - Soft Costs			
Amount of line 15 Related to Security - Hard Costs			
Amount of line 15 Related to Energy Conservation Measures			
Signature of Executive Director		Signature of Public Housing Director	
Date		Date	

Victor D. Figueroa, Executive Director

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFF Grants for operations.  
<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

Part II: Supporting Pages		Federal FFY of Grant: 2022		Status of Work	
IA Name: Housing Authority of the City of Camden		Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/No): Replacement Housing Factor Grant No:		Total Actual Cost	
Development Number (Name/PHA-Wide Activities)	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost	Total Actual Cost
				Original	Revised <sup>1</sup> Funds Obligated <sup>2</sup> Funds Expended <sup>2</sup>
NJ010-000001 Ablett Village					
	A/E Fees	1480		\$13,273	
	Inspection Fees	1480		8,333	
	Permit and Other Fees	1480		1,000	
	Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping	1480		17,447	
	Unit Rehab and Repair	1480		427,409	
	New Construction	1480		255,064	
	Upgrade/Repair Building	1480		30,000	
	Fire Alarm/Security	1480		1,000	
	Termite Treatment	1480		10,000	
	Dwelling Equipment	1480		8,568	
	Non-Dwelling Structures	1480		4,879	
	Non-dwelling Equipment-Vehicle	1480		500	
	Non-dwelling Equipment	1480		1,179	
	Computer Upgrades- Hardware	1480		500	

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

[illegible]

**Federal FFY of Grant: 2022**

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to be completed for the Performance and Evaluation Report or a Revised Annual Statement.

2 To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0157  
Expires 11/30/2023

Part II: Supporting Pages		Federal FFY of Grant: 2022			
PHA Name: Housing Authority of the City of Camden		Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/No): Replacement Housing Factor Grant No:		Total Estimated Cost	
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Actual Cost	
				Original	Revised <sup>1</sup> Funds Obligated <sup>2</sup> Funds Expended <sup>2</sup>
NJ010-000003 Chelton Terrace					
	A/E Fees	1480		\$1,000	
	Inspection Fees	1480		1,000	
	Permit and Other Fees	1480		500	
	Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping	1480		2,500	
	Unit Rehab and Repair	1480		60,610	
	Upgrade/Repair Building	1480		5,000	
	Fire Alarm/Security	1480		500	
	Termite Treatment	1480		500	
	Dwelling Equipment	1480		500	
	Non-dwelling Structures	1480		500	
	Non-dwelling Equipment	1480		1,000	
	Computer Upgrades - Hardware	1480		500	
	Management Improvements	1408		500	
	Computer Upgrades - Software	1408		250	
	Staff Training/Travel	1408		250	
	Administration	1410		10,659	
	Operations Transfer	1406		21,317	
	Sub-total Chelton Terrace			\$106,586	

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0157  
Expires 11/30/2023

+ II: Supporting Pages		Grant Type and Number		Federal FFY of Grant: 2022				
A Name: Housing Authority of the City of Camden		Capital Fund Program Grant No:						
		CHFP (Yes/No):						
		Replacement Housing Factor Grant No:						
Development Number	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
Name/PHA-Wide Activities				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
J010-000004								
Chelton Terrace Ph II								
	A/E Fees	1480		\$5,000				
	Inspection Fees	1480		1,000				
	Permit and Other Fees	1480		500				
	Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping	1480		10,000				
	Unit Rehab and Repair	1480		69,197				
	Upgrade/Repair Building	1480		5,000				
	Fire Alarm/Security	1480		500				
	Termite Treatment	1480		500				
	Dwelling Equipment	1480		10,000				
	Non-dwelling Structures	1480		10,000				
	Non-dwelling Equipment	1408		500				
	Management Improvements	1408		250				
	Computer Upgrades – Software	1408		250				
	Staff Training/Travel	1408		250				
	Relocation	1480		16,207				
	Administration	1410		32,413				
	Operations Transfer	1406		\$162,067				
	Sub-total Chelton Terrace II							

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.



U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0157  
Expires 11/30/2023

Annual Statement/Performance and Evaluation Report  
Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

Supporting Pages		Federal FFY of Grant: 2022		Status of Work	
Development Number Name/PHA-Wide Activities		General Description of Major Work Categories		Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:	
				Quantity	
				Development Account No.	
				Total Estimated Cost	
				Total Actual Cost	
				Funds Obligated <sup>2</sup>	
				Funds Expended <sup>2</sup>	
				Revised <sup>1</sup>	
				Original	
UJ010-000013		A/E Fees		1480	
Baldwins Run				\$5,000	
		Inspection Fees		1480	
				2,500	
		Permit and Other Fees		1480	
				500	
		Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping		1480	
				20,000	
		Unit Rehab and Repair		1480	
				26,213	
		Upgrade/Repair Building		1480	
				5,000	
		Dwelling Equipment		1480	
				10,000	
		Non-dwelling Structures		1480	
				10,000	
		Non-dwelling Equipment		1480	
				5,000	
		Computer Upgrades - Hardware		1480	
				5,000	
		Management Improvements		1408	
				1,500	
		Computer Upgrades - software		1408	
				500	
		Staff Training/Travel		1408	
				500	
		Youth Program		1480	
				1,500	
		Relocation		1410	
				11,502	
		Administration		1406	
				23,004	
		Operation Transfer			
		Sub-total Baldwins Run		\$123,219	

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0157  
Expires 11/30/2023

Part II: Supporting Pages		Federal FFY of Grant: 2022		Status of Work	
HA Name: Housing Authority of the City of Camden.		Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/No): Replacement Housing Factor Grant No:		Total Actual Cost	
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost	Total Actual Cost
				Original	Revised <sup>1</sup> Funds Obligated <sup>2</sup> Funds Expended <sup>2</sup>
NT010-000015					
Baldwins Run II		1480		\$1,750	
	A/E Fees				
	Inspection Fees	1480		1,000	
	Permit and Other Fees	1480		1,000	
	Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping	1480		2,000	
	Unit Rehab and Repair	1480		66,005	
	Upgrade/Repair Building	1480		3,000	
	Dwelling Equipment	1480		5,000	
	Non-dwelling Structures	1480		5,000	
	Non-dwelling Equipment	1480		5,000	
	Management Improvements	1408		500	
	Computer Upgrades - software	1408		250	
	Staff Training /Travel	1408		250	
	Administration	1410		12,965	
	Operation Transfer	1406		25,930	
	Sub-total Baldwins Run II			\$129,650	

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.

[illegible]

to be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0157  
Expires 11/30/2023

Part II: Supporting Pages.			Federal FFY of Grant: 2022		Status of Work	
Development Number Name/PHA-Wide Activities		General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost	Total Actual Cost
					Original	Revised <sup>1</sup>
NJ010-000016						
Kennedy Tower						
		A/E Fees	1480		\$3,173	
		Inspection Fees	1480		1,842	
		Permit and Other Fees	1480		500	
		Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping	1480		5,305	
		Unit Rehab and Repair	1480		155,102	
		Upgrade/Repair Building	1480		5,000	
		Fire Alarm/Security	1480		1,000	
		Dwelling Equipment	1480		3,182	
		Non-Dwelling Structures	1480		2,122	
		Non-dwelling Equipment	1480		540	
		Non-dwelling equipment-Vehicle	1480		500	
		Computer Upgrades- Hardware	1480		500	
		Relocation	1480		500	
		Operations Transfer	1406		52,019	
		Management Improvements	1408		1,050	
		Computer Upgrades - Software	1408		250	

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

Part II: Supporting Pages				Federal FFY of Grant: 2022			
PHA Name: Housing Authority of the City of Camden		Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/No): Replacement Housing Factor Grant No:					
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost	Total Actual Cost	Status of Work	
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>
NJ010-000016 Kennedy Tower	Pest Control/Treatment	1408		250			
	Staff Training/Travel	1408		250			
	Administration	1410		26,009			
	Contingency	1480		1,000			
					</		

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

2 To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0157  
 Expires 11/30/2023

Part II: Supporting Pages				Federal FFY of Grant: 2022			
Development Number Name/PHA-Wide activities		General Description of Major Work Categories		Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:		Status of Work	
				</			

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement

<sup>2</sup> To be completed for the Performance and Evaluation Report.

U.S. Department of Housing and Urban Development  
 form HUD-50075.1 (07/2014)

tal Fund Program, Capital Fund Program Replacement Housing Factor and  
tal Fund Financing Program

II: Supporting Pages		Grant Type and Number		Federal FFY of Grant: 2022				
Name: Housing Authority of the City of Camden		Capital Fund Program Grant No:						
		CFFP (Yes/ No):						
		Replacement Housing Factor Grant No:						
Development Number ne/PFA-Wide ivities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
010-000017	Pest Control/Treatment	1408		500				
Westfield Tower	Staff Training/Travel	1408		200				
	Administration	1410		27,369				

1. If the Performance and Evaluation Report or a Revised Annual Statement.

2 To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program Replacement Housing Factor and  
 Initial Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0157  
 Expires 11/30/2023

Part II: Supporting Pages		Federal FFY of Grant: 2022			
A Name: Housing Authority of the City of Camden		Grant Type and Number Capital Fund Program Grant No: CFPP (Yes/ No): Replacement Housing Factor Grant No:		Status of Work	
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost	Total Actual Cost
				Original	Revised <sup>1</sup>
					Funds Obligated <sup>2</sup>
					Funds Expended <sup>2</sup>
J010-0000018 Mickle over					
	A/E Fees	1480		\$3,565	
	Inspection Fees	1480		2,037	
	Permit and Other Fees	1480		500	
	Site Improvements- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscaping	1480		6,270	
	Unit Rehab and Repair	1480		151,503	
	Upgrade/Repair Building	1480		11,000	
	Fire Alarm/Security	1480		1,000	
	Dwelling Equipment	1480		3,761	
	Non-Dwelling Structures	1480		2,508	
	Non-dwelling Equipment	1480		229	
	Non-dwelling Equipment-Vehicle	1480		500	
	Computer Upgrades- Hardware	1480		500	
	Relocation	1480		500	
	Operations Transfer	1406		52,935	
	Management Improvements	1408		800	
	Computer Upgrades -- Software	1408		200	

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.



art II: Supporting Pages

**Federal FFY of Grant: 2022**

Grant Type and Number	Capital Fund Program Grant No:	CFEP (Yes/No):	Replacement Housing Factor Grant

Part II: Supporting Pages  
 HA Name: Housing Authority of the City of Camden

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost:		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
NJ010-000018 Mickle Tower	Pest Control/Treatment	1408		200				
	Staff Training/Travel	1408		200				
	Administration	1410		26,467				
	Sub-total Mickle Tower			\$264,675				
NJ10-13 Authority Wide								
	Bond Debt Obligation paid via System of Direct Payment	9001		331,793				
	GRAND TOTAL			\$2,938,809				

17: \_\_\_\_\_

2 To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

Part III: Implementation Schedule for Capital Fund Financing Program					Federal FFY of Grant: 2022	
HA Name: Housing Authority of the City of Camden					Reasons for Revised Target Dates <sup>1</sup>	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)			
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date		
NJ010-000001 Ablett Village	02/22/2024		02/22/2026			
NJ010-000003 Chelton Terrace	02/22/2024		02/22/2026			
NJ010-000004 Chelton Terrace II	02/22/2024		02/22/2026			
NJ010-000013 Baldwins Run	02/22/2024		02/22/2026			
NJ010-000015 Baldwins Run II	02/22/2024		02/22/2026			
NJ010-000019 Baldwins Run Senior	02/22/2024		02/22/2026			
NJ010-000016 Kennedy Tower	02/22/2024		02/22/2026			
NJ010-000017 Westfield Tower	02/22/2024		02/22/2026			
NJ010-000018 Mickle Tower	02/22/2024		02/22/2026			

<sup>1</sup> Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Summary		Locality (City/County & State)		<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
Development Number and Name	Work Statement for Year 1 FFY 2022	Work Statement for Year 2 FFY 2023	Work Statement for Year 3 FFY 2024	Work Statement for Year 4 FFY 2025	Work Statement for Year 5 FFY 2026
Physical Improvements		\$1,793,976	\$1,836,502	\$2,213,215	\$2,257,871
Capital Improvements		13,128	13,754	13,130	13,131
IA-Wide Non-dwelling Structures and Equipment					
Administration		283,818	289,495	295,285	301,190
Other		6,500	6,500	6,500	6,500
Operations		567,625	578,978	590,557	602,369
Enrollment					
AD-CFP					
Capital Fund Financing - Debt Service		332,537	332,308		
Total CFP Funds		\$2,997,585	\$3,057,537	\$3,118,687	\$3,181,061
Total Non-CFP Funds					
Grand Total		\$2,997,585	\$3,057,537	\$3,118,687	\$3,181,061

## Summary (Continuation)

Development Number and Name	Work Statement for Year 1 FFY 2022	Locality (City/county & State) Work Statement for Year 2 FFY 2023	Work Statement for Year 3 FFY 2024	<input checked="" type="checkbox"/> Original 5-Year Plan Work Statement for Year 4 FFY 2025	<input type="checkbox"/> Revision No: Work Statement for Year 5 FFY 2026
<b>01010-000001 Ablett Village</b>					
Physical Improvements		800,067	822,401	1,178,517	1,202,165
Subtotal		2,375	3,000	2,375	2,375
Management Improvements					
PHA-Wide Non-dwelling Structures and Equipment		141,857	144,694	147,588	150,540
Administration		1,500	1,500	1,500	1,500
Other					
Operations		283,703	289,377	295,164	301,067
Demolition					
Capital Fund Financing - Debt Service					
Total CFP Funds - Ablett Village		1,229,502	1,260,972	1,625,144	1,657,647
<b>01010-000013 Baldwins Run</b>					
Physical Improvements		89,862	91,672	93,518	95,401
Subtotal		625	625	625	625
Management Improvements					
PHA-Wide Non-dwelling Structures and Equipment		11,732	11,967	12,206	12,450
Administration					
Other					
Operations		23,464	23,933	24,412	24,900
Demolition					
Capital Fund Financing - Debt Service					
Total CFP Funds - Baldwins Run		125,683	128,197	130,761	133,377

**Summary (Continuation)**

Project Number Development Number Name	Work Statement for Year 1 FFY 2022	Locality (City/county & State)		<input checked="" type="checkbox"/> Original 5-Year Plan Work Statement for Year 4 FFY 2025	<input type="checkbox"/> Revision No: Work Statement for Year 5 FFY 2026
		Work Statement for Year 2 FFY 2023	Work Statement for Year 3 FFY 2024		
010-000015 Baldwins Run II					
Physical Improvements		91,570	93,421	95,309	97,235
Management Improvements		1,000	1,000	1,000	1,000
A-Wide Non-dwelling Structures and Equipment		13,224	13,489	13,759	14,034
Administration					
Per		26,449	26,978	27,517	28,068
Operations					
Demolition					
Capital Fund Financing -- Debt Service					
Total CFP Funds -- Baldwins Run II		132,243	134,887	137,585	140,336
010-000019 Baldwins Run Senior					
Physical Improvements		63,564	64,858	66,178	67,524
Subtotal		625	625	625	625
Management Improvements					
HA-Wide Non-dwelling Structures and Equipment		8,160	8,323	8,490	8,659
Administration		500	500	500	500
Other		16,320	16,646	16,979	17,319
Operations					
Demolition					
Capital Fund Financing -- Debt Service					
Total CFP Funds -- Baldwins Run Senior		89,169	90,953	92,772	94,627

## Summary (Continuation)

Development Number F11 Name	Work Statement for Year 1 FFY 2022	Locality (City/county & State)		Work Statement for Year 3 FFY 2024	Work Statement for Year 4 FFY 2025	Revision No: Work Statement for Year 5 FFY 2026
		Work Statement for Year 2 FFY 2023	Work Statement for Year 2 FFY 2023			
01010-000003 Chelton Terrace I						
Physical Improvements		73,852	75,374	76,927	78,510	
Subtotal		1,750	1,750	1,750	1,750	
Management Improvements						
HA-Wide Non-dwelling Structures and Equipment		10,872	11,089	11,311	11,537	
Administration		500	500	500	500	
Other		21,744	22,178	22,622	23,074	
Operations						
Demolition						
Capital Fund Financing - Debt Service						
Total CFP Funds - Chelton Terrace I		108,717	110,892	113,110	115,371	
01010-000004 Chelton Terrace II						
Physical Improvements		113,466	115,780	118,141	120,549	
Subtotal		1,750	1,750	1,750	1,750	
Management Improvements						
HA-Wide Non-dwelling Structures and Equipment		16,531	16,861	17,199	17,543	
Administration		500	500	500	500	
Other		33,062	33,723	34,397	35,085	
Operations						
Demolition						
Capital Fund Financing - Debt Service						
Total CFP Funds - Chelton Terrace II		165,308	168,614	171,987	175,427	

## Summary (Continuation)

Development Number Name	Work Statement for Year 1 FFY 2022	Locality (City/county & State)		Work Statement for Year 3 FFY 2024	<input checked="" type="checkbox"/> Original 5-Year Plan Work Statement for Year 4 FFY 2025	<input type="checkbox"/> Revision No: Work Statement for Year 5 FFY 2026
		Work Statement for Year 2 FFY 2023	Work Statement for Year 2 FFY 2023			
010-000016 Kennedy						
Physical Improvements		182,408	186,122	189,910	193,774	
Subtotal		1,800	1,800	1,800	1,800	
Management Improvements						
LA-Wide Non-dwelling						
Structures and Equipment		26,530	27,060	27,601	28,154	
Administration		1,500	1,500	1,500	1,500	
Other		53,059	54,121	55,203	56,307	
Operations						
Demolition						
Capital Fund Financing -						
Debt Service						
Total CFP Funds -		265,297	270,602	276,014	281,535	
Kennedy Tower						
010-000017 Westfield						
Tower						
Physical Improvements		192,109	196,016	200,001	204,066	
Subtotal		1,803	1,804	1,805	1,806	
Management Improvements						
LA-Wide Non-dwelling						
Structures and Equipment		27,916	28,474	29,044	29,625	
Administration		1,500	1,500	1,500	1,500	
Other		55,832	56,948	58,087	59,249	
Operations						
Demolition						
Capital Fund Financing -						
Debt Service						
Total CFP Funds -		279,159	284,743	290,437	296,246	
Westfield Tower						

form HUD-50075.1 (07/2014)

**Summary (Continuation)**

Development Number and Name	Work Statement for Year 1 FFY 2022	Locality (City/county & State)		<input checked="" type="checkbox"/> Original 5-Year Plan Work Statement for Year 4 FFY 2025	<input type="checkbox"/> Revision No: Work Statement for Year 5 FFY 2026
		Work Statement for Year 2 FFY 2023	Work Statement for Year 3 FFY 2024		
J010-000018 Mickle ower					
Physical Improvements		187,079	190,859	194,714	198,646
ubtotal		1,400	1,400	1,400	1,400
Management Improvements					
HA-Wide Non-dwelling tructures and Equipment		26,997	27,537	28,087	28,649
Administration		500	500	500	500
Other		53,994	55,074	56,175	57,298
Operations					
Demolition					
Capital Fund Financing - Debt Service					286,494
Total CFP Funds - Mickle Tower		269,969	275,369	280,877	
NJ10-13 AUTHORITY WIDE					
Capital Fund Financing - Debt Service		332,537	332,308		
Total CFP Funds - Authority Wide		332,537	332,308		
CFP Total		\$2,997,585	\$3,057,537	\$3,118,537	\$3,181,061



**Supporting Pages – Physical Needs Work Statement(s)**

Work Statement for Year 2 FFY 2023			Work Statement for Year: 3 FFY 2024		
Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
NJ010-000001 Ablett Village			NJ010-000001 Ablett Village		
A/E Fees		13,538	A/E Fees		13,809
Inspection Fees		8,500	Inspection Fees		8,670
Permits and Other Fees		1,000	Permits and Other Fees		1,000
Site Improvements – Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape		17,796	Site Improvements – Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape		18,152
Unit Rehab and Repair		443,649	Unit Rehab and Repair		460,726
New Construction		258,665	New Construction		262,827
Upgrade / Repair Building		30,000	Upgrade / Repair Building		30,000
Fire Alarm / Security		1,000	Fire Alarm / Security		1,000
Termite Treatment		10,000	Termite Treatment		10,000
Dwelling Equipment		8,739	Dwelling Equipment		8,914
Non-Dwelling Structures		4,977	Non-Dwelling Structures		5,076
Non-Dwelling Equipment		1,203	Non-Dwelling Equipment		1,227
Non-Dwelling Equipment - Vehicle		500	Non-Dwelling Equipment - Vehicle		500
Computer Upgrades - Hardware		500	Computer Upgrades - Hardware		500
Subtotal Ablett Village		800,067	Subtotal Ablett Village		822,401
NJ010-000003 Chelton Terrace I			NJ010-000003 Chelton Terrace I		
A/E Fees		500	A/E Fees		500

**Supporting Pages – Physical Needs Work Statement(s)**

Work Statement for Year 2 FFY 2023			Work Statement for Year 2 FFY 2024		
Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
Inspection Fees			Inspection Fees	500	500
Permits and Other Fees			Permits and Other Fees	500	500
Site Improvements -- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape			Site Improvements -- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape	1,530	1,530
Unit Rehab and Repair			Unit Rehab and Repair		64,344
Upgrade / Repair Building			Upgrade / Repair Building		5,000
Fire Alarm / Security			Fire Alarm / Security		500
Termite Treatment			Termite Treatment		500
Dwelling Equipment			Dwelling Equipment		500
Non-Dwelling Structures			Non-Dwelling Structures		500
Non-Dwelling Equipment			Non-Dwelling Equipment		500
Computer Upgrades - Hardware			Computer Upgrades - Hardware		
Subtotal Chelton Terrace I			Subtotal Chelton Terrace I		75,374
NJ010-000004 Chelton Terrace II			NJ010-000004 Chelton Terrace II		
A/E Fees			A/E Fees		5,000
Inspection Fees			Inspection Fees		500
Permits and Other Fees			Permits and Other Fees		500
Site Improvements -- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape			Site Improvements -- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape		10,200
Unit Rehab and Repair			Unit Rehab and Repair		
					82,080

## [ Supporting Pages – Physical Needs Work Statement(s)

rk ent for FFY 22	Work Statement for Year 2 FFY 2023			Work Statement for Year: 3 FFY 2024		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
	Upgrade / Repair Building		5,000	Upgrade / Repair Building		5,000
	Fire Alarm / Security		500	Fire Alarm / Security		500
	Termite Treatment		500	Termite Treatment		500
	Dwelling Equipment		500	Dwelling Equipment		500
	Non-Dwelling Structures		10,000	Non-Dwelling Structures		10,000
	Non-Dwelling Equipment		500	Non-Dwelling Equipment		500
	Computer Upgrades - Hardware		500	Computer Upgrades - Hardware		500
	Subtotal Chelton Terrace II		113,466	Subtotal Chelton Terrace II		115,780
	NJ010-000016 Kennedy Tower			NJ010-000016 Kennedy Tower		
	A/E Fees		3,237	A/E Fees		3,301
	Inspection Fees		1,879	Inspection Fees		1,917
	Permits and Other Fees		500	Permits and Other Fees		500
	Site Improvements – Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape		5,411	Site Improvements – Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape		5,519
	Unit Rehab and Repair		158,931	Unit Rehab and Repair		162,326
	Upgrade / Repair Building		5,000	Upgrade / Repair Building		5,000
	Fire Alarm / Security		1,000	Fire Alarm / Security		1,000
	Dwelling Equipment		3,246	Dwelling Equipment		3,311
	Non-Dwelling Structures		2,164	Non-Dwelling Structures		2,207
	Non-Dwelling Equipment		540	Non-Dwelling Equipment		540

## 1: Supporting Pages - Physical Needs Work Statement(s)

Work Statement for Year 2 FFY 2023	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Work Statement for Year: 3 FFY 2024	
				Development Number/Name General Description of Major Work Categories	Quantity Estimated Cost
	Computer Upgrades - Hardware		500	Computer Upgrades - Hardware	500
	Subtotal Kennedy Tower		182,408	Subtotal Kennedy Tower	186,122
	NJ010-000017 Westfield Tower			NJ010-000017 Westfield Tower	
	A/E Fees		3,611	A/E Fees	3,683
	Inspection Fees		2,065	Inspection Fees	2,106
	Permits and Other Fees		500	Permits and Other Fees	500
	Site Improvements - Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape		6,333	Site Improvements - Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape	6,460
	Unit Rehab and Repair		157,977	Unit Rehab and Repair	161,236
	Upgrade / Repair Building		13,032	Upgrade / Repair Building	13,293
	Dwelling Equipment		4,840	Dwelling Equipment	4,937
	Non-Dwelling Structures		2,533	Non-Dwelling Structures	2,584
	Non-Dwelling Equipment		217	Non-Dwelling Equipment	217
	Non-Dwelling Equipment - Vehicle		500		500
	Computer Upgrades - Hardware		500	Computer Upgrades - Hardware	500
	Subtotal Westfield Tower		192,109	Subtotal Westfield Tower	196,016

Supporting Pages - Physical Needs Work Statement(s)

Work Statement for Year 2 FFY 2023		Work Statement for Year: 3 FFY 2024	
Development Number/Name General Description of Major Work Categories	Quantity	Development Number/Name General Description of Major Work Categories	Quantity
NJ010-000018 Mickle Tower		NJ010-000018 Mickle Tower	
A/E Fees		A/E Fees	3,709
Inspection Fees		Inspection Fees	2,119
Permits and Other Fees		Permits and Other Fees	500
Site Improvements - Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape		Site Improvements - Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape	6,523
Unit Rehab and Repair		Unit Rehab and Repair	158,256
Upgrade / Repair Building		Upgrade / Repair Building	11,000
Fire Alarm / Security		Fire Alarm / Security	1,000
Dwelling Equipment		Dwelling Equipment	3,913
Non-Dwelling Structures		Non-Dwelling Structures	2,610
Non-Dwelling Equipment		Non-Dwelling Equipment	229
Non-Dwelling Equipment - Vehicle		Non-Dwelling Equipment	500
Computer Upgrades - Hardware		Computer Upgrades - Hardware	500
Subtotal Mickle Tower		Subtotal Mickle Tower	190,859
NJ010-000013 Baldwins Run		NJ010-000013 Baldwins Run	
A/E Fees		A/E Fees	875
Inspection Fees		Inspection Fees	500
Permits and Other Fees		Permits and Other Fees	1,000

**Supporting Pages – Physical Needs Work Statement(s)**

Supporting Pages – Physical Needs Work Statement(S)					
Work Statement for Year 2 FFY 2023			Work Statement for Year 3 FFY 2024		
Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
Site Improvements – Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape		1,000	Site Improvements – Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape		1,000
Unit Rehab and Repair		77,487	Unit Rehab and Repair		79,297
Upgrade / Repair Building		1,500	Upgrade / Repair Building		1,500
Dwelling Equipment		2,500	Dwelling Equipment		2,500
Non-Dwelling Structures		2,500	Non-Dwelling Structures		2,500
Non-Dwelling Equipment		2,500	Non-Dwelling Equipment		2,500
Subtotal Baldwins Run		89,862	Subtotal Baldwins Run		91,672
NJ010-000015 Baldwins Run II			NJ010-000015 Baldwins Run II		
A/E Fees		1,750	A/E Fees		1,750
Inspection Fees		1,000	Inspection Fees		1,000
Permits and Other Fees		1,000	Permits and Other Fees		1,000
Site Improvements – Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape		2,000	Site Improvements – Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape		2,000
Unit Rehab and Repair		67,820	Unit Rehab and Repair		69,671
Upgrade / Repair Building		3,000	Upgrade / Repair Building		3,000
Dwelling Equipment		5,000	Dwelling Equipment		5,000
Non-Dwelling Structures		5,000	Non-Dwelling Structures		5,000
Non-Dwelling Equipment		5,000	Non-Dwelling Equipment		5,000
Subtotal Baldwins Run II		91,570	Subtotal Baldwins Run II		93,421

## Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 2 FFY 2023			Work Statement for Year: 3 FFY 2024		
Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
NJ010-000019 Baldwins Run Senior			NJ010-000019 Baldwins Run Senior		
A/E Fees		875	A/E Fees		875
Inspection Fees		500	Inspection Fees		500
Legal Fees (Devt Related)		500	Legal Fees (Devt Related)		500
Permits and Other Fees		500	Permits and Other Fees		500
Site Improvements – Upgrade Sidewalks, Paving, Drainage , Fencing and Landscape		1,000	Site Improvements – Upgrade Sidewalks, Paving, Drainage , Fencing and Landscape		1,000
Unit Rehab and Repair		51,189	Unit Rehab and Repair		52,483
Upgrade / Repair Building		1,500	Upgrade / Repair Building		1,500
Dwelling Equipment		2,500	Dwelling Equipment		2,500
Non-Dwelling Structures		2,500	Non-Dwelling Structures		2,500
Non-Dwelling Equipment		2,500	Non-Dwelling Equipment		2,500
Subtotal Baldwins Senior		63,564	Subtotal Baldwins Senior		64,858
Subtotal of Estimated Cost		\$1,753,976	Subtotal of Estimated Cost		\$1,836,502

**Supporting Pages – Physical Needs Work Statement(s)**

Work Statement for Year 4 FFY 2025			Work Statement for Year: 5 FFY 2026		
Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
NJ010-000001 Ablett Village			NJ010-000001 Ablett Village		
A/E Fees		14,085	A/E Fees		14,367
Inspection Fees		8,843	Inspection Fees		9,020
Permits and Other Fees		1,000	Permits and Other Fees		1,000
Site Improvements -- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape		18,515	Site Improvements -- Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape		18,885
Unit Rehab and Repair		480,395	Unit Rehab and Repair		831,895
New Construction		598,157	New Construction		269,166
Upgrade / Repair Building		30,000	Upgrade / Repair Building		30,000
Fire Alarm / Security		1,000	Fire Alarm / Security		1,000
Termite Treatment		10,000	Termite Treatment		10,000
Dwelling Equipment		9,092	Dwelling Equipment		9,274
Non-Dwelling Structures		5,178	Non-Dwelling Structures		5,281
Non-Dwelling Equipment		1,251	Non-Dwelling Equipment		1,276
Non-Dwelling Equipment - Vehicle		500	Non-Dwelling Equipment - Vehicle		500
Computer Upgrades - Hardware		500	Computer Upgrades - Hardware		500
Subtotal Ablett Village		1,178,517	Subtotal Ablett Village		1,202,165
NJ010-000003 Chelton Terrace I			NJ010-000003 Chelton Terrace I		
A/E Fees		500	A/E Fees		500
Inspection Fees		500	Inspection Fees		500



**Supporting Pages – Physical Needs Work Statement(s)**

Work Statement for Year 4 FFY 2025	Work Statement for Year: 5 FFY 2026		
Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories
Permits and Other Fees	500	500	Permits and Other Fees
Site Improvements – Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape	1,561	1,561	Site Improvements – Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape
Unit Rehab and Repair	65,866	65,866	Unit Rehab and Repair
Upgrade / Repair Building	5,000	5,000	Upgrade / Repair Building
Fire Alarm / Security	500	500	Fire Alarm / Security
Termite Treatment	500	500	Termite Treatment
Dwelling Equipment	500	500	Dwelling Equipment
Non-Dwelling Structures	500	500	Non-Dwelling Structures
Non-Dwelling Equipment	500	500	Non-Dwelling Equipment
Computer Upgrades - Hardware	500	500	Computer Upgrades - Hardware
Subtotal Chelton Terrace I		\$76,927	Subtotal Chelton Terrace I
NJ010-000004 Chelton Terrace II			NJ010-000004 Chelton Terrace II
A/E Fees	5,000	5,000	A/E Fees
Inspection Fees	500	500	Inspection Fees
Permits and Other Fees	500	500	Permits and Other Fees
Site Improvements – Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape	10,404	10,404	Site Improvements – Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape
Unit Rehab and Repair	84,237	84,237	Unit Rehab and Repair
Upgrade / Repair Building	5,000	5,000	Upgrade / Repair Building
Fire Alarm / Security	500	500	Fire Alarm / Security
Termite Treatment	500	500	Termite Treatment

## Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 4 FFY 2025			Work Statement for Year: 5 FFY 2026		
Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
Dwelling Equipment		500	Dwelling Equipment		500
Non-Dwelling Structures		10,000	Non-Dwelling Structures		10,000
Non-Dwelling Equipment		500	Non-Dwelling Equipment		500
Computer Upgrades - Hardware		500	Computer Upgrades - Hardware		500
Subtotal Chelton Terrace II		\$118,141	Subtotal Chelton Terrace II		\$120,549
NJ010-000016 Kennedy Tower			NJ010-000016 Kennedy Tower		
A/E Fees		3,367	A/E Fees		3,435
Inspection Fees		1,955	Inspection Fees		1,994
Permits and Other Fees		500	Permits and Other Fees		500
Site Improvements – Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape		5,630	Site Improvements – Upgrade Sidewalks, Paving, Drainage, Fencing and Landscape		5,742
Unit Rehab and Repair		165,789	Unit Rehab and Repair		169,322
Upgrade / Repair Building		5,000	Upgrade / Repair Building		5,000
Fire Alarm / Security		1,000	Fire Alarm / Security		1,000
Dwelling Equipment		3,377	Dwelling Equipment		3,445
Non-Dwelling Structures		2,251	Non-Dwelling Structures		2,296
Non-Dwelling Equipment		540	Non-Dwelling Equipment		540
Computer Upgrades - Hardware		500	Computer Upgrades - Hardware		500
Subtotal Kennedy Tower		189,910	Subtotal Kennedy Tower		193,774

**Attachment M**

# **HOUSING NEEDS**

## 9.0 Housing Needs

Housing Needs of Families in the City of Camden by Family Type							
Family Type	Overall	Affordability	Supply	Quality	Accessibility	Size	Location
Income $\leq$ 30% of AMI	6,465	5	5	5	N/A	N/A	5
Income $\leq$ 30% but $\leq$ 50% of AMI	2,588	4	4	5	N/A	N/A	5
Income $>$ 50% but $<$ 80% of AMI	2,325	2	2	5	N/A	N/A	5
Elderly	1,674	2	2	5	N/A	N/A	5
Families with Disabilities	3,330	5	5	5	N/A	N/A	5
Race/Ethnicity African-American	6,855	5	5	5	N/A	N/A	5
Race/Ethnicity Hispanic	4,825	5	5	5	N/A	N/A	5
Race/Ethnicity Asian	339	5	5	5	N/A	N/A	5
Race/Ethnicity Caucasian	752	5	5	5	N/A	N/A	5

Based upon the information contained in the City of Camden Consolidated Plan and the U.S. Census data; Comprehensive Housing Affordability Strategy (CHAS), the above Table is a statement of the housing needs in the City of Camden. In the "Overall" Needs column, is the estimated number of renter families that have housing needs. For the remaining characteristics, is a rating of the factor on the housing needs from each family type, from 1 to 5, with 1 being "no impact" and 5 being "severe impact". N/A indicates that no information is available upon which HACC can make this assessment.



**Attachment N**

# **STRATEGIES FOR HOUSING NEEDS**

# Housing Authority of the City of Camden

Attachment nj010n01

## 9.1.1 Strategies for Addressing Housing Needs

1.) Maximize the number of affordable units available to the HACC within its current resources.

- a. Employ effective maintenance and management policies to minimize the number of public housing units off-line.
- b. Reduce turnover time for vacated public housing units.
- c. Reduce time to renovate units.
- d. Seek replacement of units lost to the inventory through mixed finance development and/or demolition.
- e. Seek replacement of units lost to the inventory through Section 8 replacement housing resources.
- f. Maintain or increase Section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the HACC's jurisdiction.
- g. Maintain or increase Section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration.
- h. Offer ACC assistance to increase the affordable housing stock within the City of Camden, NJ.

2.) Increase the number of affordable housing units.

- a. Apply for additional Section 8 vouchers should they become available.
- b. Leverage affordable housing resources in the community through the creation of mixed finance housing.
- c. Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- d. Increase housing stock by working with the City to acquire additional properties and securing appropriate financing to renovate.

3.) Target available assistance to families at or below 30% and 50% of AMI.

- a. Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing and Section 8 tenant-based assistance.
- b. Employ admissions preferences aimed at families with economic hardships.

e. Have adopted policies to support and give preference to working families.

4.) Target available assistance to the elderly.

a. Seek designation of public housing for the elderly at Kennedy Tower and Baldwin's Run Senior only.

b. Apply for special-purpose vouchers targeted to the elderly, should they become available.

c. Continue to market the HACC Assisted Living Program at Kennedy Tower, Westfield Tower and Mickle Tower throughout the HACC Family Sites and the City at large.

DRAFT



**Attachment O**

**PROGRESS  
GOALS &  
OBJECTIVES**



# Housing Authority of the City of Camden

Attachment nj010o01

## 10.0 (a) Progress in Meeting Mission and Goals & Objectives

Goal & Objectives	
Goal	Objectives
1.) Forecast Operating Subsidy	Forecasted Operating Subsidy goals have been met. Under Asset Management the Projected Expense Level (PEL) tool provided by HUD has made forecasting simpler. HACC will work to become a High Performer.
2.) Evaluate information for cost cutting decisions: a.) Prepare a plan that will assist in cost saving measures which should result in a 7 to 10% savings over expense for a 3 year period. b.) An ongoing goal to try and achieve is for each AMP and the HCVP to be a high Performer. c.) Met obligation of each AMP's reserve requirement.	Currently all cost cutting decisions are a joint effort with the Asset Management Team, Property Managers and the Director of Finance, with approval from the Executive Director. This is strictly based on budgets, current funding and needs.
3.) Develop and implement goals and measurements for each AMP to abide by under PHAS IV or similar iteration	Continue to evaluate each AMP in areas identified through reports, ongoing professional development, site visits and in-house meetings/trainings.
4.) Quality Control forms have been developed for tracking site performance.	To assist site management staff with more efficient management tools.
5.) Continue to maintain 95% PIC reporting rate.	To stay in compliance and increase reporting rates above 95%.
6.) Continue to comply with HUD mandate of 3% vacancy rate at each development.	To stay in compliance and reduce vacancy rate to 2%.
7.) To continue to improve quality of life uses; enforcing all Federal Regulations equally.	To continue to strive for better communities.

8.) HACC will seek to create a Non-Profit Foundation a.) To promote and offer scholarships for all residents and other beneficial projects.	To continue to provide our residents with furthering their educational opportunities.
9.) Work to show case and offer development services of Modernization Department for a fee.	Show case work and add additional revenue to the agency.
10. Increase marketing strategies	Increase in revenue will allow HACC to meet financial obligations.
11. Expand the HACC's Green Initiative and look into Solar Farms development.	Increase in revenue will allow HACC to meet financial obligations.
12. Continue to upgrade Information Technology infrastructure.	Ongoing
13. Expand services delivered to the high-risk youth, through promotion of parental involvement thru program allocations. Continue to seek funding sources.	Expand Youth Build program.
14. HACC will continue to apply for Federal and non-Federal grants.	Grant award allows HACC further housing opportunities for all we serve
15. Improve PHAS score	Strive to be a High Performer
16. Improve SEMAP score	High Performer
17. Increase customer satisfaction. Hire third-party company to perform customer service assessments.	Ongoing staff, training, effective use of the agency's website and tracking forms for customer service feedback
18. HACC will concentrate on efforts to improve specific management functions.	Ongoing Training
19. Renovate or modernize public housing units or any other affordable housing	Apply for grants as appropriate.

units under our view	
20. Homeownership opportunities	Ongoing
21. Implement measures to deconcentrate poverty by Income Tiering.	In accordance to ACOP
22. Implement public housing security improvements. Staff all senior towers with HACC security staff as needed.	Reduce resident complaints about safety. Partner with local law enforcement agencies.
23. Work with Local Union on Youth Build Apprentice program.	Training thru employment, as well as utilizing Section 3 program to further goals.
24. Provide and promote supportive services to increase independence for the elderly, allowing them to age in place or families with disabilities. Make the Adult Daycare Program operational.	Providing additional services to the elderly population.
25. Undertake affirmative measures to ensure access to assisted housing, suitable living environment regardless of race, color, religion, national origin, sex, family status.	Based on ACOP and HUD regulations. By performing UPCS inspections and providing reasonable accommodations.
26. Create new ways to increase revenue for the HACC. The HACC has started with the Resident Initiatives Department contracting with Vesta Management to provide case management services.	Increase services and revenue.
27. Create policies that will assist with management such as: a.) Fire/Disaster Policy b.) Vacant Unit Procedure Policy	To provide guidance and assistance to management with dealings with these types of issues.
28. Working on Moving To Work (MTW) designation if appropriate.	Designation would allow HACC to expand programs, operations and marketing abilities.

32. Continue to explore the Rental Assistance Demonstration (RAD) Program	RAD program may have positive results to allow HACC to make needed repairs
30. Expanding HACC's reach shows the capability of being a high performing housing leader	
31. Seek Moving To Work (MTW) Designation	
32. Increase our Public Housing Unit total To our Faircloth Limit.	To afford the greater Camden Community the opportunity of Affordable Housing.

**Attachment P**

# **BARRING POLICY**



## HOUSING AUTHORITY OF THE CITY OF CAMDEN LIMITED ACCESS AND BARRING POLICY

(NOTE: THIS POLICY DOES NOT APPLY TO ANY BARRING  
OF TENANTS AND/OR HOUSEHOLD MEMBERS)

WHEREAS, the Housing Authority of the City of Camden's (hereinafter, "Housing Authority" or "PHA") mission, pursuant to the terms of its Residential Lease Agreement and state and federal law, is to provide safe, secure, and decent housing, to combat drug-related and other criminal activity within its housing developments (also referred to as "properties"), and to safeguard the quiet enjoyment of its properties for its residents and employees, and

WHEREAS, the Housing Authority has a significant interest in preventing the commission of trespass, vandalism, criminal, drug-related activities and other harmful and improper behavior within and adjacent to its properties, and

WHEREAS, the elimination from Housing Authority properties of persons with no legitimate purpose on Housing Authority properties and/or who commit criminal, drug-related activities, or other harmful or improper behavior is a reasonable means by which to combat drug-related and other criminal activity and safeguard the quiet enjoyment of its properties, and

WHEREAS, the Housing Authority desires to adopt a limited access and barring policy that effectuates its mission and interests while permitting constitutionally protected expression.

NOW THEREFORE, pursuant to the powers vested in the Housing Authority and in accordance with N.J.S.A. 2C:18-3(b), the Housing Authority hereby adopts the following Limited Access and Barring Policy (hereinafter, "Policy") effective the date approved by the Housing Authority of the City of Camden Board of Commissioners:

**Section 1. Purpose.** The Housing Authority's developments are for the exclusive use and enjoyment of Housing Authority employees, Housing Authority residents and members of their households, Housing Authority residents' guests and visitors, and such other persons who have legitimate business on Housing Authority properties. All other persons will be regarded as



trespassers subject to prosecution as allowed by state or municipal ordinance. The purpose of this Policy is to limit access and use of Housing Authority properties to the persons listed in the first sentence of this Section 1. A person who does not have a specific legitimate purpose to be on Housing Authority properties shall not be permitted on the properties.

**Section 2. Application.** This Policy applies to all public housing properties, including administrative offices and community centers owned and/or managed by the Housing Authority or private management companies, and applies retrospectively and prospectively to all tenants living in units within those developments.

**Section 3. Legitimate Purpose.** The following persons are presumed to have a specific legitimate purpose to be on Housing Authority properties and are not subject to being barred from Housing Authority properties; unless otherwise mandated by Housing Authority policy or by law:

3.1. Invited guests of Housing Authority tenants who are accessing the properties within the scope of their invitation, and who have not committed any of the acts enumerated in Section 4, below;

3.2. Housing Authority employees; commissioners, representatives, agents, contractors, and law enforcement officials carrying out official PHA or law enforcement business on PHA properties; and

3.3. Persons, not aforementioned, who are on Housing Authority properties with the Housing Authority's express permission and who are not otherwise violating PHA policy or law on the properties. In this regard, the Housing Authority shall develop procedures that ensure that constitutionally protected expression and association are appropriately permitted.

**Section 4. Non-Legitimate Purpose.** The following persons are presumed not to have a specific legitimate purpose to be on Housing Authority properties and are subject to temporary or permanent barring from Housing Authority properties:

4.1. All persons who are not Housing Authority employees, commissioners, representatives, agents, contractors, and law enforcement officials carrying out official PHA or law enforcement business, and who also are not Housing Authority tenants or invited guests of Housing Authority tenants;

4.2. All persons who commit the following acts on or within [1-mile] of PHA properties, whether or not they are included in the categories set forth in Section 3, above:

4.2.1. Assault, battery, arson, robbery, vandalism, malicious destruction of properties, disturbing the peace, murder, manslaughter, rape, sexual assault, prostitution and/or the solicitation thereof, abduction, kidnapping, illegal gambling, harassment, stalking, violation of protective, restraining, or peace order, domestic violence, the commission of any crime set forth in the N.J.S.A., Title 2C, New Jersey Code of Criminal Justice, the attempt to commit any of the aforementioned crimes; or engaging in any other physical behavior that injures, or threatens to injure, the health of Housing Authority tenants, employees, commissioners, representatives, agents, contractors, any law enforcement official, or other member of the public;

4.2.2. Engaging in any behavior or activities involving illegal drugs and/or illegal drug paraphernalia, including, but not limited to public use, possession and/or distribution of said drugs and/or paraphernalia;

4.2.3. Engaging in any illegal behavior involving firearms or other deadly weapons, including, but not limited to unlawful possession, concealment or use of a said firearm or deadly weapon;

4.2.4. Public urination, public nuisance, and other disorderly, lewd or lascivious conduct on Housing Authority properties;

4.2.5. Damaging, destroying, vandalizing, defacing, or otherwise reducing the value of the real and/or personal properties of the Housing Authority, its employees,



commissioners, representatives, agents, tenants, contractors, any law enforcement official, or other member of the public;

4.2.6. Loitering or otherwise failing to have any legitimate business to be on  
Housing Authority's properties;

4.2.7. Significant littering on Housing Authority properties;

4.2.8. Engaging in any illegal behavior involving automobiles or other vehicles including, but not limited to, reckless driving, joy riding, destruction, and theft;

4.2.9. Engaging in any gang-related activity, including, but not limited to, grouping, or using hand signals, gestures, and/or clothing to show gang affiliation for the purpose of threatening or intimidating rival gangs, Housing Authority tenants, Housing Authority employees, commissioners, representatives, agents, contractors, and law enforcement officials carrying out official Housing Authority or law enforcement business;

4.2.10. Theft of property of the Housing Authority, its employees, commissioners, representatives, agents, tenants, contractors, any law enforcement official, or other member of the public;

4.2.11. A minor child's violation of Section 200 of the Code of the City of Camden, and/or any state or federal curfew laws; and

4.2.12. Any other behavior that substantially interferes with the right, comfort, convenience and/or safe and peaceful enjoyment of Housing Authority properties by PHA employees, commissioners, representatives, agents, tenants, contractors, any law enforcement official, or other member of the public.

The Housing Authority reserves the right to add or delete from the acts set forth in Section 4, as appropriate.

## Section 5. Exclusion and Barring.

5.1. Non-tenants. Only non-tenants (persons other than those listed on the lease) with a specific legitimate purpose to be on Housing Authority properties are permitted on the properties. Whether a non-tenant has a specific legitimate purpose to be on any particular Housing Authority property shall be determined by the Housing Authority, as defined by the terms of this Policy and the Housing Authority's procedures. Any person who desires access to any Housing Authority property, including any person located on or in the buildings, walkways, grasses, playgrounds, parking lots, drives and other common areas of any Housing Authority development, will be required by any law enforcement or Housing Authority personnel to identify himself or herself by showing appropriate written identification, and to prove a specific legitimate purpose to be on Housing Authority property. Persons determined to be without a specific legitimate purpose on Housing Authority properties shall be asked to leave the properties immediately, and shall be issued an appropriate "Trespass Warning" in accordance with Housing Authority procedures. Warned persons who return to the properties without a specific legitimate purpose are subject to temporary or permanent barring from the properties.

5.2. Barring Notice & Duration. Barred persons shall be provided written notice of their barring in accordance with Housing Authority procedures (the Barring Notice) established herein. Among other things, the Barring Notice shall advise the person that he/she will be trespassing if he/she returns to Housing Authority properties, state the reasons for denying entry, specify the time period that the barring is effective, and reference appropriate grievance procedures. The duration of the barring is within the discretion of the Housing Authority, and may be extended at expiration, depending upon the specific circumstances. However, except in special circumstances, no initial temporary barring period shall exceed a period of [1 year]. The Housing Authority shall make its best efforts to enforce this Policy, and levy barring durations, uniformly and in accordance with Housing Authority procedures.

5.3. Tenant Notice. In the event that the barred person is a former household member, family member, friend, guest, or otherwise is connected with a Housing Authority tenant, the Housing Authority shall provide written notice to the tenant that said person has been barred from Housing Authority properties and shall state the duration of the bar, as well as the possible penalties for the tenant's failure to cooperate with the barring, which may include eviction.

5.4. Emergencies. In extraordinary circumstances involving an emergency or other unusual circumstance, for good cause shown, the Housing Authority Executive Director (or his/her designee), in his/her discretion, may decide to dispense with any or all notice requirements of this Policy.

Section 6. Barring Lists. In accordance with its procedures, the Housing Authority, in cooperation with law enforcement, shall maintain and regularly update a list of persons who have been issued Barring Notices (the Barring List). The Barring List shall be posted conspicuously for public viewing at the management office or other appropriate place within the development, and all residents shall be informed of the location of the Barring List. All pertinent Housing Authority staff shall receive copies of the initial and updated Baring Lists from time to time, as shall law enforcement.

Section 7. Enforcement/Law Enforcement. The Housing Authority shall enforce this Policy consistent with the criminal trespass provisions of N.J.S.A. 2C:18-3(b), and any local and federal criminal trespass laws, and in accordance with Housing Authority procedures. The Housing Authority shall take steps to enter into a memorandum of understanding with the Camden County Police Department regarding each party's responsibilities with regard to the enforcement of this Policy (the MOU). The MOU shall, among other things, authorize the Camden County Police Department to make inquiries of persons on Housing Authority properties and to inform any person without specific legitimate business to be on Housing Authority property that he/she may be subject to arrest for trespass if they remain on the Housing Authority properties. Pursuant to N.J.S.A. 2C:18-3(b) the Camden County Police Department shall be authorized to arrest and remove all barred persons who have returned to Housing Authority properties in violation of this Policy.

**Section 8. Training and Accountability.** The Housing Authority shall train all Property Managers and other pertinent personnel, and representatives of the Camden County Police Department, if necessary, on the proper implementation of this Policy so that the Policy is carried out thoroughly and uniformly. The Housing Authority Executive Director shall appoint the Director of Asset Management with the assistance of the Site Property Manager to coordinate and oversee all barring matters pursuant to this Policy. Based on actual experience in implementing this Policy, the Director of Asset Management shall make recommendations to the Executive Director as to updates and/or changes to this Policy. The Director of Asset Management shall maintain records of all Trespass Warnings, Barring Notices, and Bar Lists, shall purge names from the Barring Lists, as appropriate, and shall appear in court proceedings related to the enforcement of said warnings, notices and lists, including filing a citizen's Complaint with appropriate law enforcement agency. To the extent practicable, "read only" copies of Trespass Warnings, Barring Notices, and Barring Lists may shall be maintained and disseminated among Housing Authority staff and the Camden County Police Department via computer, with appropriate confidentiality safeguards in place.

**Section 9. Communication and Advertisement.** The Housing Authority shall develop and disseminate appropriate brochures, flyers, "No Trespassing" signage, and/or other methods to communicate the terms of this Policy to Housing Authority residents and non-residents who enter Housing Authority properties.

**Section 10. Residential Lease Agreements.** A tenant's participation or assistance in the violation of this Policy by barred individual(s), tenant(s) and/or non-tenant(s), shall constitute a material lease violation, the penalty of which may include eviction. Reference to this Policy shall be incorporated, through appropriate language, in the Residential Lease Agreement or lease addendum/rider

**Section 11. Procedures for Policy Implementation.** The Housing Authority has developed the following procedures that implement the terms of this Policy.

11.1. Notices. Persons determined to be without a specific legitimate purpose on Housing Authority properties by any law enforcement or Housing Authority personnel shall be asked to leave the properties immediately, and shall be issued a written Trespass Warning, at which time the person shall provide their name and address for inclusion on a Trespass Warning List. The Trespass Warning List will only be used to determine if any subsequent trespass warrants the issuance of a Barring Notice. Warned persons who return to the properties without a specific legitimate purpose are subject to temporary or permanent barring from the properties.

Barred persons shall be provided written notice of their barring (Barring Notice). Among other things, the Barring Notice shall advise the person that he/she will be trespassing if he/she returns to Housing Authority properties, state the reasons for denying entry, specify the time period that the barring is effective, and reference appropriate grievance procedures. The duration of the barring is within the discretion of the Housing Authority, and may be extended at expiration, depending upon the specific circumstances. However, except in special circumstances, no initial temporary barring period shall exceed a period of [1 year]. The Housing Authority shall make its best efforts to enforce this Policy, and levy barring durations, uniformly and in accordance with Housing Authority procedures. Special circumstances include, but are not limited to criminal drug and drug-related activities and violent criminal activities (per HUD Regulations 24 CFR \_\_\_\_), criminal gang activities, or if barred person is a registered sex-offender or is subject to a permanent restraining order.

11.2. Grievance Procedures. If barred persons do not agree with the issuance of the Barring Notice and seek to appeal the issuance and/or terms specified in the Barring Notice, the person so affected may appeal by completing and mailing the Grievance Form which will be provided with the Barring Notice within ten (10) days of the issuance of the Barring Notice.

Upon receipt of the Grievance Form, the Director of Asset Management or designated Housing Authority staff member (or Hearing Officer or "Internal Safety Committee") will schedule a meeting to hear the barred person's objections, determine a resolution, and issue his or her decision. Barred persons will remain on the Barring List while any appeal is pending, and will only be removed if the Barring Notice is overturned.

11.3. Maintenance of the Trespass Warning and Barring Lists. The Trespass Warning and Barring Lists (collectively, the "Lists") will be maintained by the Housing Authority's designated staff member (TBD). The TBD will prepare and regularly update, disseminate, and purge the Lists as discussed herein.

Law enforcement or Housing Authority personnel who issue Trespass Warnings and/or Barring Notices will notify the TBD within 24 hours of issuance the name of the trespassing or barred person; and when issuing a Barring Notice will also provide a copy to the TBD, who will maintain the copy on file. The TBD will include the name of the person on the appropriate List and regularly disseminate the Lists to the Housing Authority Property Managers, who will conspicuously post the Barring List for public viewing at the management office or other appropriate place within the development. The Trespass Warning List will not be posted, but will be maintained by the Property Managers to only be used to determine if any subsequent trespass warrants the issuance of a Barring Notice.

The TBD will purge the Barring List as determined by the expiration date in the Barring Notice. If the affected person successfully appeals the issuance of a Barring Notice, the TBD will remove the person's name from the Barring List within 24 hours of the appeal decision.

11.4. Removal from Barring List. A barred person may make a written request to the Director of Asset Management to be removed from the Barring List for good cause; which must be stated or explained in the written request. The Director of Asset Management after consultation with appropriate Housing Authority staff and/or law enforcement personnel, and if necessary in a meeting with the affected person, will determine if the request should be granted and if so, what conditions, if any are required.

11.4. Enforcement. The Director of Asset Management and/or Property Manager shall appear in court proceedings related to the enforcement of said warnings, notices and lists, including filing when necessary a citizen's Complaint with appropriate law enforcement agency.

Section 12. Non-Waiver. Nothing in this Policy is intended to waive, replace, supersede, or otherwise limit Housing Authority's ability to exercise any and all other rights or options available to it by law. A decision by any employee of the Housing Authority in one circumstance

relating to one person shall not constitute a waiver of the Housing Authority's rights or options under this Policy relating to another person.

Section 13. The Housing Authority does not allow door-to-door sales solicitations in person, or through the use of notices or flyers. If a resident desires to distribute other types of notices or flyers in his or her development, the resident must provide the Property Manager with a copy of the proposed notice or flyer and obtain prior approval before distributing the notices or flyers. A resident may not distribute a notice or flyer before 9:00 a.m. or after 8:00 p.m. Under no circumstances may a notice or flyer be left in plain view on a resident's door or unit if a resident of the unit does not want the notice or flyer, is not at home, or declines to answer the door. A resident distributing such notices or flyers must ensure that the notices or flyers do not become litter or otherwise disrupt the peaceful use and enjoyment of the development by other residents. [NOTE: PHA should keep in mind the requirements of 24 CFR 115 regarding protected resident activities].

#### Service Providers

[insert name of housing provider] has extensive relationships with local service providers. [insert name of housing provider] staff are available to provide referrals to shelters, counselors, and advocates. These resources are also provided in [insert name of housing provider] Annual and 5-Year Plan, Administrative Plan, VAWA Notice of Occupancy Rights, and Emergency Transfer Plan. A list of local service providers is attached to this Notice.

#### Definitions

Actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

Affiliated individual, with respect to an individual, means:

- (1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
- (2) Any individual, tenant, or lawful occupant living in the household of that individual.

Bifurcate means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

Dating violence means violence committed by a person:

- (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (2) 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.

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, 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. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

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



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

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

VAWA means the Violence Against Women Act of 1994, as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e et seq.).

**Attached:**

Legal services and the domestic violence resources for the Metro area

Form HUD-5382 Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

[insert name of housing provider] VAWA Notice of Occupancy Rights