

Housing Authority of the City of Linden

Admissions and Continued Occupancy Policy

Adopted: July 17, 2024
Resolution: 2024-07-17-4

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I. INTRODUCTION

1. Mission Statement

The mission of the Housing Authority of the City of Linden (“Housing Authority”) is to provide decent, safe, and sanitary housing to eligible families and individuals without discrimination and in such a manner to promote serviceability, economy, efficiency, and stability.

2. Purpose of Policy

The purpose of the Admissions and Continued Occupancy Policy is to establish guidelines for the Housing Authority staff to follow in determining eligibility for admission to and continued occupancy of Public Housing. The basic guidelines for this policy are governed by requirements of the U.S. Department of Housing and Urban Development (“HUD”), with latitude for local policies and procedures. The policies and procedures governing Admissions and Continued Occupancy are outlined in this policy and these requirements are binding upon applicants, residents, and the Housing Authority alike. Notwithstanding the above, changes in Federal or State of New Jersey laws or regulations shall supersede any conflicting provisions in this policy.

3. Objectives

The objectives of this policy are to:

- Promote the overall goal of drug free, decent, safe and sanitary housing by:
 - Ensuring a social and economic mix of residents within each public housing neighborhood in order to foster social stability and upward mobility.
 - Ensuring the fiscal stability of the Housing Authority.
 - Lawfully denying admission or continued occupancy to applicants or tenants whose presence in a public housing neighborhood are likely to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood or create a danger to Housing Authority employees.
 - Ensuring that elderly families can live in public housing as long as they are able to live independently and/or have someone to help them live independently as in the case of a live-in aide.
- Facilitate the efficient management of the Housing Authority and compliance with Federal and State of New Jersey laws and regulations by establishing policies for the efficient and effective management of the Housing Authority inventory and staff.
- Comply in letter and spirit with all applicable Federal and State of New Jersey laws and regulations to ensure that admission to and continued occupancy in public housing are conducted without regard to any legally protected characteristic.

4. Outreach

The Housing Authority will disseminate information about Public Housing through local media. For those who call the Housing Authority, the staff may be available to convey essential

information.

- The Housing Authority may hold meetings with local social community agencies.
- The Housing Authority may sponsor "Open House" programs to attract potential tenants.
- The Housing Authority may make known to the public, through publications in a newspaper of general circulation as well as through other suitable means, the availability and nature of housing assistance for lower-income families. The notice shall inform such families where they may apply for Public Housing.
- The Housing Authority shall take affirmative actions to provide opportunities to participate in the program to persons who, because of such factors as race, ethnicity, sex of household head, age, or source of income, are less likely to apply for Public Housing.¹

5. **Privacy Rights**

Each applicant and tenant shall be provided with a Privacy Act notice that states under what conditions HUD and/or the Housing Authority will release tenant information.²

At admission and at the first recertification occurring after January 1, 2024, all adult household members must sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies.³ Thereafter, the signing of consent forms shall only be necessary if there is a new adult family member, if an existing family member has reached eighteen years of age, or if required by HUD.⁴ Families that fail to sign and submit consent forms, or that subsequently revoke consent, will have their assistance denied/terminated.⁵

The Housing Authority shall not release applicant or tenant household information to third parties unless the request is accompanied by a signed release from the applicant or tenant, or disclosure is authorized or required by Federal or State of New Jersey law or regulation.

¹ 24 C.F.R. 903.15(c)(2).

² 24 C.F.R. 5.212(b).

³ 24 C.F.R. 5.230.

⁴ HUD Notice PIH-2023-27, Attachment J.

⁵ 24 C.F.R. 5.232.

II. DEFINITIONS

1. Adjusted Income:

- a. *Prior to the HOTMA Compliance Date*: the annual income of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions: (1) mandatory deductions of \$480.00 for each dependent and \$400.00 for any elderly family or disabled family; (2) mandatory deductions for unreimbursed health and medical care expenses of any elderly family or disabled family, to the extent the sum exceeds 3% of annual income; (3) mandatory deductions for unreimbursed reasonable attendant care and auxiliary apparatus expenses for each family member who is a person with a disability, to the extent necessary to enable any member of the family to be employed, and to the extent such sum exceeds 3% of annual income (except that the amount of the deduction shall not exceed the earned income from such individuals who were enabled to work); (4) mandatory deductions for any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education; and (5) and any additional deductions established by the Housing Authority.
- b. *Effective on the HOTMA Compliance Date*: the annual income of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions: (1) mandatory deductions of \$480.00 for each dependent and \$525.00 for any elderly family or disabled family, subject to annual adjustment by HUD; (2) mandatory deductions for unreimbursed health and medical care expenses of any elderly family or disabled family, to the extent the sum exceeds 10% of annual income; (3) mandatory deductions for unreimbursed reasonable attendant care and auxiliary apparatus expenses for each family member who is a person with a disability, to the extent necessary to enable any member of the family to be employed, and to the extent such sum exceeds 10% of annual income (except that the amount of the deduction shall not exceed the earned income from such individuals who were enabled to work); (4) mandatory deductions for any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education; and (5) and any additional deductions established by the Housing Authority.⁶

Note: the above 10% threshold shall be phased in. The applicable threshold shall be 3% in 2023, 5% in 2024, 7.5% in 2025, and 10% in 2026 and going forward.

2. Adult: a person who is at least eighteen (18) years of age or who is emancipated by court action to act on his/her own behalf, including the ability to execute a contract or lease.
3. Alternative Non-Public Housing Rent: a monthly rent equal to the greater of: (1) the applicable fair market rent; or (2) the amount of the monthly subsidy provided for the unit through the Capital Fund and Operating Fund programs.⁷

⁶ 24 C.F.R. 5.611.

⁷ 24 C.F.R. 960.102(b).

4. Annual Income:

- a. *Prior to the HOTMA Compliance Date*: all amounts (unless specifically excluded by HUD), monetary or not, which: (1) go to, or on behalf of, any family member; (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) are derived (during the 12-month period) from assets to which any member of the family has access.
 - b. *Effective on the HOTMA Compliance Date*: all amounts (unless specifically excluded by HUD) received from all sources by the head of household, spouse, and any other adult family members; unearned income by or on behalf of each dependent who is under eighteen (18) years of age; and any imputed returns from net family assets based on the current HUD-determined passbook savings rate.⁸ The Housing Authority shall calculate annual income in accordance with HUD Notice PIH-2023-27, particularly Attachments B, C, F, G, and H.
5. Applicant: an individual or family that seeks admission to the public housing program.⁹
6. Bifurcate: to divide a lease as a matter of law (subject to the permissibility of such process by HUD program requirements 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.¹⁰
7. Child: a member of the family, other than the head of household or spouse, who is under eighteen (18) years of age.¹¹
8. Child Care Expenses: the amounts anticipated to be paid by the family for the care of children under thirteen (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 and, if necessary to enable employment, shall not exceed the amount of employment income that is included in annual income.¹²

⁸ 24 C.F.R. 5.609.

⁹ 24 C.F.R. 5.214.

¹⁰ 24 C.F.R. 5.2003.

¹¹ 24 C.F.R. 5.504.

¹² 24 C.F.R. 5.603(b).

9. Citizen: a citizen or national of the United States of America.¹³
10. Common Household Pet: the definition established by the Housing Authority and set forth in its Pet Policy.¹⁴
11. 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.¹⁵
12. 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 SWICAs¹⁶; return information from the Social Security Administration (including wages, net earnings from self-employment, and payments of retirement income); and return information for unearned income from the Internal Revenue Service. A consent form expires after a certain time and may authorize the collection of other information from assistance applicants or participants to determine eligibility or level of benefits.¹⁷
13. Currently Engaging In: with respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current.¹⁸
14. Dating Violence: 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.¹⁹
15. Day Laborer: an individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.²⁰

¹³ 24 C.F.R. 5.504.

¹⁴ See 24 C.F.R. 5.306.

¹⁵ 24 C.F.R. 960.601(b).

¹⁶ *State Wage Information Collection Agency (SWICA)* means the State agency, including any Indian tribal 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 C.F.R. 5.214.

¹⁷ 24 C.F.R. 5.214.

¹⁸ 24 C.F.R. 5.853(b).

¹⁹ 24 C.F.R. 5.2003.

²⁰ 24 C.F.R. 5.603(b).

16. Dependent: a member of the family (excluding foster children and foster adults) other than the head of household or spouse, who is under eighteen (18) years of age, a person with a disability, or a full-time student.²¹
17. 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.²²
18. Disabled Family: a family whose head (including co-head), spouse, or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.²³
19. Displaced Family: a family in which each member, or whose sole member, is 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.²⁴
20. Domestic Violence: felony or misdemeanor crimes of violence committed by: (1) a current or former spouse or intimate partner of the victim; (2) a person with whom the victim shares a child in common; (3) a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner; (4) a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction; or (5) 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.²⁵
21. Drug: a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).²⁶
22. Drug-related Criminal Activity: the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.²⁷
23. Earned Income: *effective on the HOTMA Compliance Date*, income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such

²¹ 24 C.F.R. 5.603(b).

²² 24 C.F.R. 5.603(b).

²³ 24 C.F.R. 5.403.

²⁴ 24 C.F.R. 5.403.

²⁵ 24 C.F.R. 5.2003.

²⁶ 24 C.F.R. 5.100.

²⁷ 24 C.F.R. 5.100.

as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.²⁸

24. Economic Self-Sufficiency Program: any program designed to encourage, assist, train, or facilitate the economic independence of families or to provide work for families, including 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.²⁹
25. Elderly Family: a family whose head (including co-head), spouse, or sole member is a person who is at least sixty-two (62) years of age. It may include two or more persons who are at least sixty-two (62) years of age living together, or one or more persons who are at least sixty-two (62) years of age living with one or more live-in aides.³⁰
26. Elderly Person: an individual who is at least 62 years of age.³¹
27. Eligible Families: low-income families who are eligible for admission to the public housing program.³²
28. Employer Identification Number (EIN): the nine-digit taxpayer identifying number that is assigned to an individual, trust, estate, partnership, association, company, or corporation.³³
29. Extremely Low-Income Family: a very low-income family whose annual income does not exceed the higher of: (1) the poverty guidelines established by the Department of Health and Human Services applicable to the family of the size involved (except in the case of families living in Puerto Rico or any other territory or possession of the United States); or (2) 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 area median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.³⁴
30. Evidence of Citizenship or Eligible Status: the documents that must be submitted to establish citizenship or eligible immigration status.³⁵

²⁸ 24 C.F.R. 5.100.

²⁹ 24 C.F.R. 5.603(b).

³⁰ 24 C.F.R. 5.403.

³¹ 24 C.F.R. 5.100.

³² 24 C.F.R. 960.102(b).

³³ 24 C.F.R. 5.214.

³⁴ 24 C.F.R. 5.603(b).

³⁵ 24 C.F.R. 5.504.

31. Fair Market Rent: the rent (including utilities other than telephone) that would be required to be paid in the particular housing market area in order to obtain privately owned, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. The Fair Market Rent is determined by HUD for dwelling units of varying sizes (number of bedrooms) and published annually.³⁶
32. Family:
- a. *Effective prior to the HOTMA Compliance Date*: includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status: (1) a single person, who is an elderly person, a near-elderly person, a disabled person, a displaced person, or any other single person; or (2) a group of persons residing together, and 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 members of a tenant family.
 - b. *Effective on the HOTMA Compliance Date*: includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status: (1) a single person, who is an elderly person, a near-elderly person, a disabled person, a displaced person, an otherwise eligible individual between eighteen (18) and twenty four (24) years of age who has left or will be leaving (within the next ninety (90) days) foster care in accordance with a transition plan and is homeless or at risk of becoming homeless, or any other single person; or (2) a group of persons residing together, and 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 members of a tenant family.³⁷
33. Federally Assisted Housing: housing assisted under any of the following programs: (1) Public Housing; (2) Section 8; (3) Section 202; (4) Section 811; (5) Section 211(d); (6) Section 236; (7) Section 514; or (8) Section 515.³⁸
34. Fixed Income: income received in the form of periodic payments at reasonably predictable levels from one or more of the following sources: (1) Social Security, Supplemental Security Income, Supplemental Disability Insurance; (2) Federal, state, local, or private pension plans; (3) annuities or other retirement benefit programs, insurance policies,

³⁶ 24 C.F.R. 5.100.

³⁷ 24 C.F.R. 5.403.

³⁸ 24 C.F.R. 5.100.

disability or death benefits, or other similar types of periodic receipts; or (4) any other source of income subject to adjustment by a verifiable COLA³⁹ or current rate of interest.⁴⁰

35. Flat Rent: an alternative method of calculating the tenant rent based on a percentage of the applicable Fair Market Rent, as adjusted by the amount of any utility allowance.⁴¹
36. Foster Adult: a member of the household who is at least eighteen (18) years of age and meets the definition of a foster adult under State law, typically an individual who is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.⁴²
37. Foster Child: a member of the household who meets the definition of a foster child under State law, typically a child who is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.⁴³
38. Full-Time Student: a person who is attending school or vocational training on a full-time basis.⁴⁴
39. Gender Identity: the gender with which a person identifies, regardless of the sex assigned to that person at birth and regardless of the person's perceived gender identity. Perceived gender identity means the gender with which a person is perceived to identify based on that person's appearance, behavior, expression, other gender related characteristics, or sex assigned to the individual at birth or identified in documents.⁴⁵
40. Grievance: any dispute which a tenant may have with respect to Housing Authority action or failure to act in accordance with the individual tenant's lease or Housing Authority regulations which adversely affect the individual tenant's rights, duties, welfare or status.⁴⁶
41. Guest: a person temporarily (no more than thirty (30) days during any twelve (12) month period) 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.⁴⁷

³⁹ COLA: Cost of Living Adjustment.

⁴⁰ 24 C.F.R. 960.257(c)(2).

⁴¹ See 24 C.F.R. 960.253(b).

⁴² 24 C.F.R. 5.603(b).

⁴³ 24 C.F.R. 5.603(b).

⁴⁴ 24 C.F.R. 5.603(b).

⁴⁵ 24 C.F.R. 5.100.

⁴⁶ 24 C.F.R. 966.53(a).

⁴⁷ 24 C.F.R. 5.100.

42. Head of Household: the adult member of the family who is the head of the household for purposes of determining income eligibility and rent.⁴⁸
43. Health and Medical Care Expenses: any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body, including medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.⁴⁹
44. HOTMA Compliance Date: the date that the Housing Authority shall fully comply with the Housing Opportunity Through Modernization Act (“HOTMA”), which shall be the date by which HUD’s Housing Information Portal (“HIP”) system will be operational and the Housing Authority’s software will be compliant with HIP.
45. Household: the family, foster children, foster adults, and the Housing Authority-approved live-in aide.⁵⁰
46. Housing Authority: the Housing Authority of the City of Linden.
47. HUD: the United States Department of Housing and Urban Development.
48. 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.⁵¹
49. Income-Based Rent: the default method of calculating the tenant rent based on the family’s income and the Housing Authority’s policies, as set forth herein.⁵²
50. Independent Contractor: an individual who qualifies as an independent contractor instead of an employee in accordance with Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax; typically, an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done.⁵³
51. Intimate Partner of the Victim: 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.⁵⁴

⁴⁸ 24 C.F.R. 5.504.

⁴⁹ 24 C.F.R. 5.603(b).

⁵⁰ 24 C.F.R. 5.100.

⁵¹ 24 C.F.R. 5.615.

⁵² See 24 C.F.R. 960.253(c).

⁵³ 24 C.F.R. 5.603(b).

⁵⁴ 24 C.F.R. 5.2003.

52. Legally Protected Characteristic: this includes affectional or sexual orientation, age, ancestry, breastfeeding, civil union status, color, creed, disability, domestic partnership status, family status, gender identity or expression, liability for service in the Armed Forces of the United States, marital status, national origin, nationality, pregnancy, race, religion, sex, source of lawful income or source of lawful rent payment, and any other characteristic protected by law.⁵⁵
53. Live-In Aide: 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 persons; (2) is not obligated for the support of the persons; and (3) would not be living in the unit except to provide the necessary supportive services.⁵⁶
54. Low-Income Family: a family whose annual income does not exceed 80% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median income for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.⁵⁷
55. Minimum Rent: the minimum monthly tenant rent, as established by the Housing Authority and subject to the HUD limit of \$50.00 per month.⁵⁸
56. Minor: a member of the family, other than the head of household or spouse, who is under eighteen (18) years of age.⁵⁹
57. Mixed Family: a family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.⁶⁰
58. Mixed Population Development: a public housing development, or portion of a development, that: (1) was reserved for elderly and disabled families at its inception and has retained that character; or (2) has been approved by HUD to give preference in tenant selection to elderly and disabled families.⁶¹
59. Monthly Adjusted Income: one twelfth of adjusted income.⁶²

⁵⁵ 42 U.S.C. 3604; 42 U.S.C. 6102; N.J.S.A. 10:5-12

⁵⁶ 24 C.F.R. 5.403.

⁵⁷ 24 C.F.R. 5.603(b).

⁵⁸ 24 C.F.R. 5.630(a).

⁵⁹ 24 C.F.R. 5.603(b).

⁶⁰ 24 C.F.R. 5.504.

⁶¹ 24 C.F.R. 960.102(b).

⁶² 24 C.F.R. 5.603(b).

60. Monthly Income: one twelfth of annual income.⁶³
61. 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.⁶⁴
62. Near Elderly: an individual who is between fifty (50) and sixty-one (61) years of age.
63. Near-Elderly Family: a family whose head (including co-head), spouse, or sole member is a person who is at least fifty (50) years of age but below the age of sixty-two (62); or two or more persons, who are at least fifty (50) years of age but below the age of sixty-two (62), living together; or one or more persons who are at least fifty (50) years of age but below the age of sixty-two (62), living with one or more live-in aides.⁶⁵
64. Net Family Assets: subject to the exclusions authorized by HUD, the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment; and the value of any assets disposed of by the family (including a disposition in trust, but excluding disposition by foreclosure, bankruptcy sale, or separation/divorce agreement whereby consideration not measurable in dollar terms was received) during the two preceding years, to the extent the value received was less than fair market value.⁶⁶
65. Noncitizen: a person who is neither a citizen nor national of the United States.⁶⁷
66. Non-Public Housing Over-Income Family: a family whose income exceeds the over-income limit for twenty-four (24) consecutive months and is paying the alternative non-public housing rent.⁶⁸
67. Other Person Under the Tenant's Control: a person who is not staying as a guest in the dwelling unit, but who is or, at the time of the activity in question, was 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.⁶⁹
68. Over-Income Family: a family whose income exceeds the applicable over-income limit.⁷⁰

⁶³ 24 C.F.R. 5.603(b).

⁶⁴ 24 C.F.R. 5.504.

⁶⁵ 24 C.F.R. 5.403.

⁶⁶ 24 C.F.R. 5.603(b).

⁶⁷ 24 C.F.R. 5.504.

⁶⁸ 24 C.F.R. 960.102(b).

⁶⁹ 24 C.F.R. 5.100.

⁷⁰ 24 C.F.R. 960.102(b).

69. Over-Income Limit: a limitation that is determined by multiplying the applicable income limit for a very low-income family by a factor of 2.4.⁷¹

70. Person with a Disability:

- a. *For the purposes of program eligibility*: (1) a person who has a disability as defined under the Social Security Act or Developmental Disabilities Care Act; or (2) a person who has a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration, substantially impedes their ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. This includes persons with AIDS or conditions arising from AIDS, but excludes persons whose disability is based solely on any drug or alcohol dependence.⁷²
- b. *For the purposes of reasonable accommodation and program accessibility*: a person who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment.⁷³
- c. *For the purposes of reasonable accommodation only*: a person who has a physical or sensory disability, infirmity, malformation, or disfigurement which is caused by bodily injury, birth defect, or illness including epilepsy and other seizure disorders, and which shall include, but not be limited to, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impairment, deafness or hearing impairment, muteness or speech impairment, or physical reliance on a service or guide dog, wheelchair, or other remedial appliance or device, or any mental, psychological, or developmental disability, including autism spectrum disorders, resulting from anatomical, psychological, physiological, or neurological conditions which prevents the typical exercise of any bodily or mental functions or is demonstrable, medically or psychologically, by accepted clinical or laboratory diagnostic techniques. It also includes a person who has AIDS or HIV infection.⁷⁴

71. Premises: the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.⁷⁵

72. Recertification/Reexamination: the process of securing documentation of family income used to determine the rent the tenant will pay for the next twelve (12) months if there are no additional changes to be reported.

⁷¹ 24 C.F.R. 960.102(b).

⁷² 24 C.F.R. 5.403.

⁷³ 24 C.F.R. 5.403; 24 C.F.R. 8.3.

⁷⁴ N.J.S.A. 10:5-5(q).

⁷⁵ 24 C.F.R. 5.100.

73. Residency Preference: a preference for admission of persons who reside in a specified geographic area.⁷⁶
74. Retroactive Rent: the difference between the rent that should have been charged if all family income was properly reported and the rent that was actually charged.⁷⁷
75. Seasonal Worker: an individual who is hired into a short-term position and the employment begins about the same time each year (such as summer or winter), typically to address seasonal demands that arise for the particular employer or industry.⁷⁸
76. Sexual Assault: any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.⁷⁹
77. Sexual Orientation: an emotional or physical attraction to the same and/or opposite sex (e.g., bisexuality, heterosexuality, or homosexuality).⁸⁰
78. Social Security Number (SSN): the nine-digit number that is assigned to a person by the Social Security Administration and that identifies the record of the person's earnings reported to the Social Security Administration. The term does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary.⁸¹
79. Spouse: the marriage partner of the head of household.
80. Stalking: engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (1) fear for their individual safety or the safety of others; or (2) suffer substantial emotional distress.⁸²
81. State Wage Information Collection Agency (SWICA): the State agency, including any Indian tribal 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.⁸³
82. Tenant: an individual or a family renting or occupying an assisted dwelling unit.⁸⁴

⁷⁶ 24 C.F.R. 960.102(b).

⁷⁷ See HUD Notice PIH-2017-12.

⁷⁸ 24 C.F.R. 5.603(b).

⁷⁹ 24 C.F.R. 5.2003.

⁸⁰ 24 C.F.R. 5.100.

⁸¹ 24 C.F.R. 5.214.

⁸² 24 C.F.R. 5.2003.

⁸³ 24 C.F.R. 5.214.

⁸⁴ 24 C.F.R. 5.504.

83. Tenant Rent: the amount payable monthly by the family as rent to the Housing Authority.⁸⁵
84. Total Tenant Payment: the highest of the following amounts, rounded to the nearest dollar: (1) 30% of the family's monthly adjusted income; (2) 10% of the family's monthly income; (3) the portion of any welfare assistance from a public agency specifically designated to meet the family's housing costs; (4) the minimum rent; or (5) the alternative non-public housing rent.⁸⁶
85. Unearned Income: *effective on the HOTMA Compliance Date*, any income that is not earned income.⁸⁷
86. Utilities: includes heat, electricity, gas, hot and cold water, sewage services, and trash collection, but excludes telephone and internet services.
87. 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 or approved by the Housing Authority or HUD 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.⁸⁸
88. Utility Reimbursement: the amount, if any, by which the utility allowance for a unit, if applicable, exceeds the total tenant payment for the family occupying the unit.⁸⁹
89. Very Low-Income Family: a family whose annual income does not exceed 50% of the median family income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.⁹⁰
90. Veteran Family: a family whose head, spouse, or sole member is a person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.
91. Violent Criminal Activity: any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.⁹¹

⁸⁵ 24 C.F.R. 5.603(b).

⁸⁶ 24 C.F.R. 5.628(a).

⁸⁷ 24 C.F.R. 5.100.

⁸⁸ 24 C.F.R. 5.603(b).

⁸⁹ 24 C.F.R. 5.603(b).

⁹⁰ 24 C.F.R. 5.603(b).

⁹¹ 24 C.F.R. 5.100.

92. Welfare Assistance: welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (including assistance provided under the Temporary Assistance for Needy Families program).⁹²

93. Working Family: family whose head of household, spouse, or sole member is employed. In the event of a Working Family preference, an applicant must be given the benefit of this preference if the head, spouse, or sole member of the family is age sixty-two (62) or older or a person with a disability.

⁹² 24 C.F.R. 5.603(b).

III. FAIR HOUSING AND EQUAL OPPORTUNITY

1. Anti-Discrimination Policy

It is the policy of the Housing Authority to fully comply with all Federal, State of New Jersey, and local laws, regulations, and rules governing fair housing and equal opportunity in housing, including but not limited to:

- The New Jersey Law Against Discrimination
- The United States Civil Rights Act of 1964
- The United States Civil Rights Act of 1968
- The United States Fair Housing Act
- The United States Rehabilitation Act of 1973
- The Americans with Disabilities Act
- The United States Age Discrimination Act of 1975
- The United States Violence Against Women Act

The Housing Authority shall not discriminate against applicants and/or residents on the basis of a Legally Protected Characteristic. Accordingly, the Housing Authority will not, on the basis of any Legally Protected Characteristic:

- 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;
- Treat a person differently in determining eligibility or other requirements for admission;
- Provide different terms, conditions or privileges in connection with the rental of a dwelling, or provide different services or facilities in connection with the rental of a dwelling;
- Subject anyone to segregation or disparate treatment;
- Restrict anyone's access to any benefit enjoyed by others in connection with the public housing program;
- Steer an applicant or resident toward or away from a particular area;
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the public 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;
- Make, print, publish or cause to be made, print, or published any notice, statement, or advertisement with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination on the basis of a protected characteristic;
- Represent that a dwelling is not available for inspection or rental when such dwelling is in fact so available; or

- Induce or attempt to induce any person to rent or vacate any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons with a protected characteristic.

In addition, the Housing Authority shall take affirmative steps to ensure that Limited English Proficiency (“LEP”) persons can effectively participate in or benefit from the public housing program. An LEP person is someone who does not speak English as their primary language and who has a limited ability to read, write, speak, or understand English.

2. **Reasonable Accommodations**

The Housing Authority will provide reasonable accommodation to applicants and/or residents with disabilities, provided that the requested accommodations do not fundamentally alter the nature of the program, service, or activity, and do not cause an undue financial or administrative burden.

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. A reasonable accommodation is also a modification or alteration of a dwelling unit or physical system that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling.

The Housing Authority will ask applicants and residents if they require any type of reasonable accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by the Housing Authority, by including the following language:

If you or anyone in your family is a person with a disability, and you require a specific accommodation in order to fully utilize our programs and services, please contact the Housing Authority.

When the Housing Authority receives a reasonable accommodation request, and the need for the requested accommodation is not readily apparent or known to the Housing Authority, the applicant/resident will be requested to provide supporting documentation from a physician, psychiatrist, or other medical professional. The supporting documentation must establish both that the applicant/resident has a disability and that the requested accommodation will be effective in improving the applicant/resident’s ability to enjoy their dwelling.

Applicants and/or residents shall submit reasonable accommodation requests to the Housing Authority in writing. The Housing Authority will promptly consider reasonable accommodation requests on a case-by-case basis. The applicant/resident will be notified of the Housing Authority’s decision in writing. If the requested accommodation is rejected because it is determined to be not reasonable, then the Housing Authority will discuss with the applicant/resident whether an alternative accommodation could effectively address their disability-related needs. If a reasonable alternative accommodation cannot be identified through this interactive process, then the Housing Authority shall notify the applicant/resident in writing.

The Housing Authority will handle all reasonable accommodation requests and all associated data, information, documentation, and files in a confidential manner. Housing Authority employees

shall not access, possess, use, disclose, copy, download, replicate, remove, share, transfer, email, reference, or discuss these materials by any means whatsoever, except to complete legitimate assigned job duties and responsibilities. Any discussion of applicant/resident reasonable accommodation requests and all associated data, information, documentation and files shall be limited to those individuals who are on a “need to know” basis only. Housing Authority employees shall store all reasonable accommodation requests and all associated data, information, documentation, and files in a manner sufficient to prevent access by unauthorized individuals.

3. **Anti-Harassment Policy**

The Housing Authority prohibits the harassment of applicants and/or residents on the basis of any Legally Protected Characteristic. While it is not easy to define precisely what harassment is, it includes but is not limited to stalking, slurs, epithets, threats, derogatory or demeaning comments or references, unwelcome jokes, teasing, caricatures or representations of persons using electronically or physically altered photos, cyber-bullying, drawings, hate symbols, or images, and other similar verbal, written, printed or physical conduct.

4. **Anti-Sexual Harassment Policy**

The Housing Authority prohibits the sexual harassment of applicants and/or residents. Sexual harassment occurs when an individual is subject unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by which submission to such conduct is made either explicitly or implicitly a term or condition of an individual's housing; submission to or rejection of such conduct by an individual is used as the basis for housing decisions affecting such individual; or such conduct has the purpose or effect of unreasonably interfering with an individual's housing or creating an intimidating, hostile or offensive housing environment.

5. **Filing a Complaint**

Any applicant or resident who has a complaint regarding discrimination, reasonable accommodation, harassment, sexual harassment, or retaliation may submit a written complaint to the Housing Authority’s Executive Director addressed as follows:

Housing Authority of the City of Linden
1601 Dill Avenue
Linden, New Jersey 07036
Attention: Executive Director
Subject: Confidential Housing Matter

Complaints will be promptly investigated by the Housing Authority at the direction of the Executive Director. Investigations will be conducted confidentially to the extent practicable and appropriate to protect the privacy of the persons involved. Interviews may be conducted with the parties involved in the complaint and, if necessary, any individuals who may have observed the incident or who may have other relevant knowledge. At the conclusion of the investigation, both parties will be advised of the decision made and of any corrective action taken. If the investigation substantiates the complaint, then appropriate corrective action will be swiftly pursued.

All complaints and investigations will be handled, to the extent possible, in a manner that will protect the privacy interests of those involved. To the extent practical and appropriate under the circumstances, confidentiality will be maintained throughout the investigatory process. In the course of an investigation, it may be necessary to discuss the claims with the person(s) against whom the complaint was filed and other persons who may have relevant knowledge or who have a legitimate need to know about the matter. **All persons interviewed, including witnesses, are directed not to discuss any aspect of the investigation with others in light of the important privacy interest of all concerned.**

6. **Anti-Retaliation**

The Housing Authority shall not retaliate against any individual who complains about discrimination, reasonable accommodation, harassment, or sexual harassment, or against any individual who assists in the investigation of any such complaints.

Appropriate action will be taken against any individual who is found to have retaliated against a complainant or retaliated against any individual who assists in the investigation of a complaint, even if the original complaint is determined to be unfounded.

IV. DECONCENTRATION

The Housing Authority shall promote the deconcentration of poverty and income mixing in accordance with HUD requirements.⁹³ The Housing Authority will pursue these goals in a way that affirmatively furthers fair housing, and that ensures both applicants and residents are treated in an equitable manner, devoid of discrimination.

For covered developments, the Housing Authority shall comply with the below steps.⁹⁴

1. Determine the average income of all families residing in all covered developments using average income (or, upon providing a written explanation in the PHA Plan, median income).
2. Determine the average income of all families residing in each covered development.
3. Determine whether each covered development falls above, within, or below the Established Income Range (85% to 115% of the average family income across all covered developments).
4. For each development outside the Established Income Range, explain the income profile for the development as being consistent with and furthering the goals of deconcentration of poverty and income mixing, and the goals and strategies contained in the PHA Plan.
5. For each development outside the Established Income Range, and which is not explained or justified in the PHA Plan, prepare a specific policy to provide for deconcentration of poverty and income mixing. This may include strategies such as promoting self-sufficiency activities, providing incentives to encourage families below the Established Income Range to move to covered developments above the Established Income Range (and vice versa), targeting investment and capital improvements toward covered developments below the Established Income Range, establishing a preference for working families in covered developments below the Established Income Range, skipping a family on the Waiting List to reach another family in an effort to further the goals of the deconcentration policy, and such other strategies permitted by law and developed through the PHA Plan process.

⁹³ 24 C.F.R. 903.2(a).

⁹⁴ 24 C.F.R. 903.2(b)(1).

V. ELIGIBILITY

1. Applicants must meet the definition of an Elderly Family or a Disabled Family.⁹⁵
2. Applicants must have a head of household who is at least eighteen (18) years of age or who is emancipated by court action.
3. Applicants must demonstrate they are capable of independent living or that a member of their household is capable of caring for them.
4. Effective on the HOTMA Compliance Date, applicants must have net family assets that do not exceed \$100,000.00 (subject to annual adjustment by HUD).⁹⁶
 - a. The Housing Authority is not required to verify the valuation of net family assets if the family certifies that the value does not exceed \$50,000.00 (subject to annual adjustment by HUD).⁹⁷
5. Effective on the HOTMA Compliance Date, applicants must not have a present ownership interest in, a legal right to reside in, and the effective legal authority to sell real property that is suitable for occupancy by the family.⁹⁸
 - a. A property is considered suitable for occupancy unless it does not meet the disability-related needs of the family, is not sufficient for the size of the family, is geographically located so as to be a hardship for the family (e.g. commuting to work and/or school), it is not safe to reside in because of the physical condition of the property, or it is not a property that may be inhabited by the family under the State or local laws of the jurisdiction where the property is located.⁹⁹
 - b. The Housing Authority may accept a certification from the family that it does not have any present ownership interest in any real property.¹⁰⁰
 - c. This restriction shall not apply to a person who is a victim of domestic violence, dating violence, sexual assault, or stalking.¹⁰¹
6. At the time of admission, applicant families must have an annual income which is within HUD's published low-income limit.¹⁰²

⁹⁵ 24 C.F.R. 945.101 et seq.

⁹⁶ 24 C.F.R. 5.618(a)(1)(i).

⁹⁷ 24 C.F.R. 5.618(b)(1).

⁹⁸ 24 C.F.R. 5.618(a)(1)(ii).

⁹⁹ 24 C.F.R. 5.618(a)(2).

¹⁰⁰ 24 C.F.R. 5.618(b)(2).

¹⁰¹ 24 C.F.R. 5.618(a)(1)(ii)(C).

¹⁰² 24 C.F.R. 960.201(a)(2).

- a. Income received by all family members must be counted unless specifically excluded by HUD regulations.
7. At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for the public housing program.¹⁰³
- a. Applicants must submit evidence of citizenship status when they apply to the Housing Authority's Public Housing program.
 - i. Citizens and nationals shall provide: (1) a signed declaration of citizenship or nationality; and (2) any verification requested by the Housing Authority (e.g. passport or other documentation specified in HUD guidance).¹⁰⁴
 - ii. Noncitizens who will be sixty-two (62) years of age or older at the time of admission shall provide: (1) a signed declaration of eligible immigration status; and (2) an acceptable proof of age document.¹⁰⁵
 - iii. Noncitizens who will not be sixty-two (62) years of age or older at the time of admission shall provide: (1) a signed declaration of eligible immigration status; (2) acceptable evidence of immigration status; and (3) a signed verification consent form.¹⁰⁶
 - b. A signed declaration, under penalty of perjury, must be completed for each family member contending eligible citizen, national, or immigration status. For each child, the declaration must be signed by an adult household member who is responsible for the child.¹⁰⁷
 - c. A signed consent form must be completed for each family member under sixty-two years of age contending eligible immigration status. For each child, the form must be signed by an adult household member who is responsible for the child.¹⁰⁸
 - d. The Housing Authority shall perform primary verification of eligible immigration status using the Systematic Alien Verification for Entitlements ("SAVE") system.¹⁰⁹ If SAVE does not confirm eligible immigration status, the Housing

¹⁰³ 24 C.F.R. 5.506(b).

¹⁰⁴ 24 C.F.R. 5.508(b)(1).

¹⁰⁵ 24 C.F.R. 5.508(b)(2).

¹⁰⁶ 24 C.F.R. 5.508(b)(3).

¹⁰⁷ 24 C.F.R. 5.508(c).

¹⁰⁸ 24 C.F.R. 5.508(d).

¹⁰⁹ 24 C.F.R. 5.512(c)(1).

Authority shall request that U.S. Citizenship and Immigration Services (“USCIS”) perform a manual records search.¹¹⁰

- e. Families that include eligible and ineligible individuals are considered mixed families and may request prorated assistance based on the HUD formula.¹¹¹
 - f. Families that fail to provide evidence of citizenship or eligible immigration status within the required timeframe, or cannot be verified as having eligible immigration status, shall be denied assistance.¹¹²
 - i. The notice of denial of assistance will explain the reasons for the denial, state whether the family is eligible for prorated assistance, state the criteria and procedures for obtaining relief for the preservation of the family, and state that the family may appeal to USCIS, and state that the family may request an informal hearing with the Housing Authority.¹¹³
 - ii. The notice must also inform the 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 hearing process.¹¹⁴
 - iii. The hearing with the Housing Authority may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process.¹¹⁵
8. The applicant and all members of the household must completely and accurately disclose their social security numbers (“SSN”) and provide acceptable SSN documentation (e.g. SSN card issued by the U.S. Social Security Administration) to the Housing Authority.¹¹⁶
- a. These requirements do not apply to noncitizens who do not contend eligible immigration status.¹¹⁷
 - b. If the applicant family requests to add a new household member who is under six (6) years old and does not have an assigned SSN, the family shall be required to provide the complete and accurate SSN for the child within ninety (90) days of the child being added to the household.¹¹⁸

¹¹⁰ 24 C.F.R. 5.512(d).

¹¹¹ 24 C.F.R. 5.520(a),(d).

¹¹² 24 C.F.R. 5.514(c).

¹¹³ 24 C.F.R. 5.514(d)(1)-(5).

¹¹⁴ 24 C.F.R. 5.514(d)(6).

¹¹⁵ 24 C.F.R. 5.514(d)(5).

¹¹⁶ 24 C.F.R. 5.216(b),(g).

¹¹⁷ 24 C.F.R. 5.216(a).

¹¹⁸ 24 C.F.R. 5.216(e)(2).

- c. Families that do not meet the SSN disclosure, documentation, and verification requirements shall be denied assistance.¹¹⁹
9. Each applicant and adult household member must sign form HUD-9886, Authorization for the Release of Information Privacy Act Notice, and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.¹²⁰ Families that fail to complete the required consent forms shall be denied assistance.¹²¹
 10. Applicants must be found suitable for tenancy after completing the Housing Authority's screening procedures.¹²²
 - a. The Housing Authority will consider the family's history with respect to the following factors: (1) performance in meeting financial obligations, especially rent; (2) disturbance of neighbors; (3) destruction of property; (4) living or housekeeping habits which may adversely affect the health, safety, or welfare of other tenants; (5) criminal activity involving physical violence to persons or property; and (6) criminal activity which would adversely affect the health, safety, or welfare of other tenants.¹²³
 - b. The Housing Authority will examine family history for the past five (5) years, except that criminal convictions shall be considered for the timeframes specified below. The Housing Authority will consider all appropriate sources, which shall include, but not be limited to:
 - i. Landlord references, including payment record, any eviction actions, housekeeping record, any health or safety violations, any damage to the unit, disturbance record, and whether they would rent to the applicant again.
 - ii. Utility company references (if the applicant is applying for a unit where there are tenant paid utilities).
 - iii. If previous landlords or utility companies do not respond to requests from the Housing Authority, the applicant may provide other documentation that demonstrates their ability to meet financial obligations (e.g. rent receipts, cancelled checks, etc.).
 - iv. Credit reports, records of eviction actions, and financial judgments.
 - v. Police and court records regarding any evidence of disturbance of neighbors or destruction of property that might have resulted in arrest or conviction.

¹¹⁹ 24 C.F.R. 5.218(a).

¹²⁰ 24 C.F.R. 5.212(b); 24 C.F.R. 5.230.

¹²¹ 24 C.F.R. 5.232(a).

¹²² 24 C.F.R. 960.203(c).

¹²³ 24 C.F.R. 960.203(c).

A record of arrest(s) will not be used as the basis for the denial or proof that the applicant engaged in disqualifying activity.

- vi. Home visits to determine the applicant's ability to care for the unit.
 - vii. Personal references, including a verification of the applicant's ability to pay rent, care for the unit, and avoid disturbing neighbors (if no other documentation is available).
- c. The Housing Authority will perform criminal background checks on all adult household members.¹²⁴
- i. The Housing Authority shall not consider: (1) arrests or charges that have not resulted in a criminal conviction; (2) expunged convictions; (3) convictions erased through executive pardon; (4) vacated and otherwise legally nullified convictions; (5) juvenile adjudications of delinquency; and (6) records that have been sealed.¹²⁵
 - ii. After a conditional offer, the Housing Authority shall consider any convictions for: (1) murder, aggravated sexual assault, kidnapping, arson, human trafficking, sexual assault in violation of N.J.S.A. 2C:14-2 (or equivalent statute in another state), causing or permitting a child to engage in a prohibited sexual act or in the simulation of such an act in violation of N.J.S.A. 2C:24-4 (or equivalent statute in another state), or any crime that resulted in lifetime registration in a state sex offender registry; (2) an indictable offense of the first degree that was issued, or if the conviction resulted in a prison sentence that sentence concluded, within the six years immediately preceding the issuance of the conditional offer; (3) an indictable offense of the second or third degree that was issued, or if the conviction resulted in a prison sentence that sentence concluded, within the four years immediately preceding the issuance of the conditional offer; or (4) an indictable offense of the fourth degree that was issued, or if the conviction resulted in a prison sentence that sentence concluded, within one year immediately preceding the issuance of the conditional offer.¹²⁶
 - iii. The Housing Authority may withdraw a conditional offer based on an applicant's criminal record if it determines, by preponderance of the evidence, that the withdrawal is necessary to fulfill a substantial, legitimate, and nondiscriminatory interest.¹²⁷

¹²⁴ See 42 U.S.C. 1437d(q); 24 C.F.R. 5.901 et seq.

¹²⁵ N.J.S.A. 46:8-56(a).

¹²⁶ N.J.S.A. 46:8-56(b).

¹²⁷ N.J.S.A. 46:8-56(c)(1).

- iv. The Housing Authority shall perform an individualized assessment based on the following factors: (1) the nature and severity of the criminal offense; (2) the age of the applicant at the time of the occurrence of the criminal offense; (3) the time which has elapsed since the occurrence of the criminal offense; (4) any information produced by the applicant, or produced on the applicant's behalf, in regard to the applicant's rehabilitation and good conduct since the occurrence of the criminal offense; (5) the degree to which the criminal offense, if it reoccurred, would negatively impact the safety of the Housing Authority's other tenants or property; and (6) whether the criminal offense occurred on or was connected to property that was rented or leased by the applicant.¹²⁸
 - v. If the Housing Authority withdraws a conditional offer, it shall provide the applicant with a written notification specifying the reason(s) for the withdrawal of the conditional offer and an opportunity to appeal the denial by providing evidence demonstrating inaccuracies within the criminal record or evidence of rehabilitation or other mitigating factors.¹²⁹ In addition, the Housing Authority shall provide a copy of the criminal record(s) it has relied upon.¹³⁰
- d. The Housing Authority will use the Dru Sjodin National Sex Offender database to screen all household members.¹³¹

11. An applicant family that does not meet the eligibility criteria described herein will be denied admission.

¹²⁸ N.J.S.A. 46:8-56(c)(3).

¹²⁹ N.J.S.A. 46:8-56(c)(2).

¹³⁰ 24 C.F.R. 5.903(f); 24 C.F.R. 5.905(d).

¹³¹ HUD Notice PIH-2012-28.

VI. APPLICATION PROCESS

1. How to Apply

Any family that wishes to reside in public housing must apply for admission to the program while there is an open waiting list. Application forms may be obtained from the Housing Authority's website or, during normal business hours, from the Housing Authority's offices. Families may also request (via telephone, mail, or email) that an application form be provided via mail or email.

Completed applications must be signed, dated, and returned to the Housing Authority by mail, facsimile, or, during normal business hours, hand delivery to the Housing Authority's offices. Applications must be filled out completely in order to be accepted by the Housing Authority for processing. If an application is incomplete, the Housing Authority will notify the family of the additional information required.

The Housing Authority will provide reasonable accommodation as needed for persons with disabilities to make the application process fully accessible.

2. Opening/Closing the Waiting List

The Housing Authority will announce the opening of the waiting list at least ten (10) business 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 Housing Authority will give public notice through publication in a newspaper of general circulation and other suitable means.

The Housing Authority will close the 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 Housing Authority has particular preferences or other criteria that require a specific category of family, the Housing Authority may elect to continue to accept applications from these applicants while closing the waiting list to others. The Housing Authority will give public notice through publication in a newspaper of general circulation and other suitable means.

3. Ineligibility

The Housing Authority will promptly notify in writing any applicant determined to be ineligible for admission of the basis for such determination and of the right to request an informal hearing on such determination.¹³² The Housing Authority shall conduct an informal hearing within a reasonable time after a request is made.¹³³

4. Waiting List Placement

The Housing Authority will review each completed application received and make a preliminary assessment of the applicant's eligibility. Applicants who submitted a completed application during

¹³² 24 C.F.R. 960.208(a).

¹³³ 24 C.F.R. 960.208(a).

an open waiting list period will be placed on the waiting list unless the Housing Authority determines the applicant to be ineligible. The Housing Authority will promptly notify in writing applicants of the preliminary eligibility determination and, if applicable, the waiting list preference(s) for which the applicant appears to qualify.

Applicants will be placed on the waiting list according to the preference(s) and bedroom size they appear to qualify for, and the date and time their completed application was received by the Housing Authority. Applicants 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 to Housing Authority standards and local codes. However, such applicants 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 Housing Authority will verify any preference(s) claimed and determine eligibility and suitability for admission to the program.

5. **Waiting List Organization**

The Housing Authority will maintain a single waiting list for all of its Public Housing and Project-Based Section 8 units.¹³⁴ Within the waiting list, the Housing Authority will designate subparts to easily identify who should be offered the next available unit (i.e. mixed populations, general occupancy, unit size, and accessible units).

The waiting list will contain the following information for each applicant listed:

- Name and social security number of head of household
- Unit size required (number of family members)
- Amount and source of annual income
- Accessibility needs, if any
- Date and time of application or application number
- Household type (family, elderly, disabled)
- Admission preference, if any

6. **Reporting Requirements**

While a family is on the waiting list, it must inform the Housing Authority, within ten (10) business 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 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.

¹³⁴ See HUD Public Housing Occupancy Guidebook, Section 2.5.

7. Updating and Purging the Waiting List

The waiting list will be updated as needed to ensure that all applicant information is current and timely.

The Housing Authority may periodically send update requests (via email or 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 mailing address or email address that the Housing Authority has 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 must be delivered by mail, facsimile, email, or, during normal business hours, hand delivery to the Housing Authority's offices. Responses should be received by the Housing Authority not later than ten (10) business days following the issuance of the update request. If the family fails to respond within this timeframe, the family may be removed from the waiting list without further notice.

If the update request is returned by the post office with a forwarding address, it will be re-issued to the address indicated. The response must be received by the Housing Authority not later than ten (10) business days following the re-issuance of the update request. If the family fails to respond within this time frame, the family may 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 prevent the Housing Authority from making an eligibility determination; therefore no informal hearing is required. A family that has been removed from the waiting list for failure to respond may be reinstated if the Housing Authority determines that the failure to response was due to Housing Authority error or circumstances beyond the family's control.

8. Removal from the Waiting List

The Housing Authority will remove an applicant from the waiting list upon request by the applicant family. In such cases, no informal hearing is required.

If the Housing Authority determines that a family on the waiting list is not eligible for admission, it will remove the family from the waiting list. In addition, the Housing Authority will promptly notify in writing the family of the basis for such determination and of the right to request an informal hearing on such determination.¹³⁵ The Housing Authority shall conduct an informal hearing within a reasonable time after a request is made.¹³⁶

¹³⁵ 24 C.F.R. 960.208(a).

¹³⁶ 24 C.F.R. 960.208(a).

VII. SELECTION PROCESS

1. General

The Housing Authority will select tenants from its waiting list in accordance with the policies described below. The Housing Authority will provide a copy of these tenant selection policies to any applicant or tenant free of charge.¹³⁷

2. Preferences

- a. The Housing Authority has established the following local preferences:
 - i. Linden Preference: available for families who live and/or work in the City of Linden. Use of this preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.¹³⁸
 - ii. HQS Non-Compliance Displacement Preference: available for tenant-based and project-based families displaced due to Housing Quality Standards (“HQS”) noncompliance in accordance with 24 C.F.R. 982.404(e)(2) and 24 C.F.R. 983.208(d)(6)(ii).¹³⁹
- b. The Housing Authority shall inform all applicants about available preferences and shall give applicants an opportunity to demonstrate that they qualify for available preferences.¹⁴⁰ The Housing Authority may limit the number of applicants that qualify for a given preference.¹⁴¹
- c. The Housing Authority’s adoption and implementation of preferences are subject to HUD requirements concerning income-targeting, deconcentration of poverty and income-mixing, and selection preferences for developments designated exclusively for elderly or disabled families or mixed population developments.¹⁴² Preferences will not have the purpose or effect of delaying or otherwise denying admission to the program based on any legally protected characteristic.

¹³⁷ 24 C.F.R. 960.202(c).

¹³⁸ 24 C.F.R. 960.202(b)(1)(iii).

¹³⁹ 24 C.F.R. 960.202(c).

¹⁴⁰ 24 C.F.R. 960.206(a)(4).

¹⁴¹ 24 C.F.R. 960.206(a)(2).

¹⁴² 24 C.F.R. 960.206(a)(3).

3. **Income Targeting**

- a. At least 40% of the families admitted from the waiting list to the Public Housing program during the fiscal year must be Extremely Low-Income Families.¹⁴³
- b. If admissions of Extremely Low-Income Families to the Housing Authority's Section 8 Housing Choice Voucher program during the fiscal year exceed the 75% minimum targeting requirement for that program, such excess shall be credited against the basic targeting requirement for the Public Housing program for the same fiscal year.¹⁴⁴
- c. The fiscal year credit for Section 8 Housing Choice Voucher program admissions shall not exceed the lower of:
 - i. 10% of Public Housing waiting list admissions during the fiscal year.
 - ii. 10% of Section 8 Housing Choice Voucher waiting list admissions during the fiscal year.
 - iii. The number of qualifying low-income families (i.e. low income families other than extremely low income families) who commence occupancy during the fiscal year of Public Housing units located in census tracts with a poverty rate of 30% or more.¹⁴⁵
- d. The Housing Authority will monitor progress in meeting the income-targeting requirement throughout the fiscal year. Extremely low-income families will be selected ahead of other eligible families on an as-needed basis to ensure that the income targeting requirement is met.

4. **Order of Selection**

- a. Families will be selected from the waiting list based on preference. Among applicants with the same preference(s), families will be selected based on either the date and time of application or by a drawing or other random choice technique, as specified in the notice opening the waiting list.¹⁴⁶
- b. When selecting applicants from the waiting list, the Housing Authority will match the characteristics of the available unit (unit size, accessibility features, unit type) to the applicants on the waiting lists.¹⁴⁷ The Housing Authority will offer the unit

¹⁴³ 24 C.F.R. 960.202(b)(1).

¹⁴⁴ 24 C.F.R. 960.202(b)(2).

¹⁴⁵ 24 C.F.R. 960.202(b)(2).

¹⁴⁶ See 24 C.F.R. 960.206(e).

¹⁴⁷ 24 C.F.R. 960.206(c).

to the highest-ranking applicant who qualifies for that unit size or type, or that requires the accessibility features.

- c. 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.
- d. Factors such as deconcentration of poverty, income-mixing, and income targeting will also be considered in accordance with HUD requirements.¹⁴⁸

5. **Notification of Selection**

- a. The Housing Authority will notify the family by first class mail when it is selected from the waiting list.
- b. The notice will inform the family of the following: (1) the deadline to call the Housing Authority to schedule to schedule their application interview, and any procedures for rescheduling the interview; (2) who is required to attend the interview; (3) documents that must be provided at the interview to document the legal identity of household members, including information about what constitutes acceptable documentation; (4) documents that must be provided at the interview to document eligibility for a preference, if applicable; and (5) other documents and information that should be brought to the interview.
- c. If a selection notice is returned to the Housing Authority with no forwarding address, the family may be removed from the waiting list without further notice. Such failure to act on the part of the applicant prevents the Housing Authority from making an eligibility determination; therefore, no informal hearing is required. A family that has been removed from the waiting list for failure to respond may be reinstated if the Housing Authority determines that the failure to response was due to Housing Authority error or circumstances beyond the family's control.

6. **Application Interview**

- a. Families selected from the waiting list are required to participate in an eligibility interview.
- b. The head of household and the spouse will be strongly encouraged to attend the interview together. However, either the head of household or the spouse may attend the interview on behalf of the family. Verification of information pertaining to adult members of the household not present at the interview will not begin until signed release forms are returned to the Housing Authority.
- c. The interview will be conducted only if the head of household or spouse provides appropriate documentation of legal identity. If the family representative does not

¹⁴⁸ See 24 C.F.R. 960.206(a)(3).

provide the required documentation, the appointment may be rescheduled when the proper documents have been obtained.

- d. Pending disclosure and documentation of social security numbers, the Housing Authority will allow the family to retain its place on the waiting list.
- e. If not all household members have disclosed their social security numbers at the next time a unit becomes available, the Housing Authority will offer a unit to the next eligible applicant family on the waiting list.
- f. If the family is claiming a waiting list preference, the family must provide documentation to verify their eligibility for a preference. If the family is verified as eligible for the preference, the Housing Authority will proceed with the interview. If the Housing Authority 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.
- g. The family must provide the information necessary to establish the family's eligibility 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 Housing Authority will provide the family with a written list of items that must be submitted.
- h. Any required documents or information that the family is unable to provide at the interview must be provided within ten (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. 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.
- i. An advocate, interpreter, or other assistant may assist the family with the application and the interview process.
- j. Interviews will be conducted in English. For Limited English Proficient (LEP) applicants, the Housing Authority will provide interpretative services in accordance with its Language Access Plan.
- k. If the family is unable to attend a scheduled interview, the family should contact the Housing Authority in advance of the interview to schedule a new appointment. In all circumstances, if a family does not attend a scheduled interview, the Housing Authority will send another notification letter with a new interview appointment time. Applicants who fail to attend two scheduled interviews without Housing Authority approval will have their applications made inactive based on the family's failure to supply information needed to determine eligibility. The second 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 made inactive. Such failure to act on the part

of the applicant prevents the Housing Authority from making an eligibility determination; therefore, the Housing Authority will not offer an informal hearing.

7. **Final Eligibility Determination**

- a. The Housing Authority will verify all information provided by the family. Based on verified information related to the eligibility requirements, including suitability standards, the Housing Authority will make a final determination of eligibility.
- b. Families will be promptly notified in writing of the final eligibility determination.
 - i. If the Housing Authority determines that the family is eligible, the notice will indicate the approximate date of occupancy insofar as that date can be reasonably determined.¹⁴⁹ The notice shall be accompanied by a Notice of Occupancy Rights and Form HUD-5382 pursuant to the Violence Against Women Act.
 - ii. If the Housing Authority determines that the family is ineligible, the notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal hearing.¹⁵⁰

¹⁴⁹ 24 C.F.R. 960.208(b).

¹⁵⁰ 24 C.F.R. 960.208(a).

VIII. VERIFICATION PROCESS

1. General

- a. The Housing Authority shall perform verifications (using the EIV system and other methods) in accordance with HUD Notice PIH-2023-27, particularly Attachment J.
- b. The Housing Authority may request any documentation needed to determine eligibility or to calculate rent.
- c. Any documents used for verification must be the original (not photocopies) and generally must be dated within sixty (60) days of the date they are provided to the Housing Authority. The documents must not be damaged, altered, or in any way illegible. Printouts from web pages may be considered original documents.
- d. The Housing Authority 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.
- e. Any family self-certifications must be made in a format acceptable to the Housing Authority and must be signed in the presence of a Housing Authority representative.

2. File Documentation

- a. The Housing Authority will document in the family file how the figures used in income and rent calculations were determined.
- b. The Housing Authority will document the reported family annual income, value of assets, expenses related to deductions from annual income, and other factors influencing the adjusted income or income-based rent determination.
- c. When the Housing Authority is unable to obtain third-party verification, it will document in the file the reason that third-party verification was not available.

3. Family Information

- a. The Housing Authority will require families to furnish verification of legal identity for each household member. Acceptable verification shall include, but not be limited to, the following: birth certificate, naturalization certificate, citizenship certificate, current U.S. passport, current driver's license, adoption papers, and military discharge papers.
 - i. If a document submitted by a family is illegible for any reason or otherwise questionable, more than one of these documents may be required.
 - ii. If none of these documents can be provided and at the Housing Authority's discretion, a third party who knows the person may attest to the person's

identity. The attestation must be provided in writing, in a format acceptable to the Housing Authority and signed in the presence of a Housing Authority representative.

- iii. Legal identity will be verified for all applicants at the time of eligibility determination and in cases where the Housing Authority has reason to doubt the identity of a person representing him or herself to be a tenant or a member of a tenant family.
- b. The family must provide documentation of a valid social security number (“SSN”) for each member of the household, with the exception of those who do not contend eligible immigration status or those whose were who were at least sixty-two (62) years of age as of January 31, 2010 and whose initial determination of eligibility was conducted before that date.¹⁵¹
- i. Acceptable documentation is an original SSN card issued by the Social Security Administration (“SSA”), an original document issued by a Federal or State agency containing the name and SSN of the individual, or such other evidence of the SSN deemed acceptable by HUD.¹⁵²
 - ii. If the Housing Authority determines that documentation is not acceptable, it will explain to the applicant or resident the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN within ninety (90) days.
 - iii. If a family requests to add a new household member who is under six (6) years old and does not have an assigned SSN, an otherwise eligible family will be admitted and the family shall be required to provide the complete and accurate SSN and acceptable documentation of the SSN for the child within ninety (90) days of the child being added to the household.¹⁵³
 1. A ninety (90) day extension will be granted if the Housing Authority determines that the failure to comply was due to circumstances that could not have reasonably been foreseen and were outside the control of the family (e.g. delayed processing by the SSA, natural disaster, fire, or death in the family).¹⁵⁴
 - iv. When a resident requests to add a new household member who is at least six (6) years of age, or who is under the age of six (6) and has an assigned SSN, the family must provide the complete and accurate SSN and acceptable documentation of the SSN for the new member at the time of the

¹⁵¹ 24 C.F.R. 5.216(e)(1).

¹⁵² 24 C.F.R. 5.216(g).

¹⁵³ 24 C.F.R. 5.216(e)(2).

¹⁵⁴ See 24 C.F.R. 5.216(e)(2).

request or at the time of processing the interim reexamination or recertification of family composition that includes the new member.¹⁵⁵ The Housing Authority may not add the new household member until such documentation is provided.

- c. A birth certificate or other official record of birth is the preferred form of age verification for all family members.
 - i. For elderly family members, an original document that provides evidence of the receipt of social security retirement benefits is acceptable.
 - ii. If an official record of birth or evidence of social security retirement benefits cannot be provided, the Housing Authority will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification.
- d. Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Typically, a certification by the head of household constitutes sufficient verification. If the Housing Authority has reasonable doubts about a family relationship, it may request documentation.
 - i. If an adult 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).
 - ii. For foster children and foster adults, third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.
- e. The Housing Authority requires families to provide information about the student status of all students who are eighteen (18) years of age or older. This information will be verified only if the family claims full-time student status for an adult other than the head or spouse, or the family claims a childcare deduction to enable a family member to further his or her education.
- f. The Housing Authority will verify the existence of a disability in order to allow certain income disallowances and deductions from income. The Housing Authority will not inquire about the nature or extent of a person's disability.
- g. Family members who declare U.S. citizenship or national status will not be required to provide additional documentation unless the Housing Authority receives information indicating that an individual's declaration may not be accurate.¹⁵⁶

¹⁵⁵ 24 C.F.R. 5.216(e)(2).

¹⁵⁶ See 24 C.F.R. 5.508(b)(1).

- h. The Housing Authority must verify any preferences claimed by an applicant that determine his or her placement on the waiting list.¹⁵⁷

4. Income and Assets

- a. Housing Authority staff shall only review EIV reports for families that have submitted the required consent forms. The EIV reports to be reviewed, and the frequency of such reviews, are specified in the Housing Authority's EIV Policy and HUD Notice PIH-2023-27, Attachment J. EIV reports shall be maintained in the tenant file in accordance with the Housing Authority's Record Retention and Disposition Policy.
- b. The Housing Authority shall also require third-party verification of: (1) reported annual income; (2) the value of all assets; (3) expenses related to deductions from annual income; and (4) other factors that affect the determination of adjusted income or income-based rent.¹⁵⁸ If the value of net family assets does not exceed \$50,000.00 (subject to annual adjustment by HUD), the Housing Authority may accept a certification as to the value of the assets and any income expected to be received from the assets.¹⁵⁹ In all other cases, if third-party verification is not available, the Housing Authority shall document in the file why it was not available and utilize alternate verification techniques.¹⁶⁰
 - i. The hierarchy of verification techniques is as follows: (1) Upfront Income Verification ("UIV") using EIV; (2) UIV using a non-HUD system; (3) written third-party verification; (4) written third-party verification form; (5) oral third-party verification; and (6) tenant certification.¹⁶¹
- c. For wages other than tips, the family must provide originals of the two most current, consecutive pay stubs.¹⁶² 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.
- d. Business owners and self-employed persons will be required to provide:
 - i. 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

¹⁵⁷ See 24 C.F.R. 960.206(a)(4).

¹⁵⁸ 24 C.F.R. 960.259(c)(1).

¹⁵⁹ 24 C.F.R. 960.259(c)(2).

¹⁶⁰ 24 C.F.R. 960.259(c)(1); HUD Notice PIH-2023-27, Attachment J.

¹⁶¹ HUD Notice PIH-2023-27, Attachment J.

¹⁶² HUD Notice PIH-2023-27, Attachment J.

expenses must be submitted and the business owner or self-employed person must certify to its accuracy.

- ii. All schedules completed for filing federal and local taxes in the preceding year.
- iii. 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.

The Housing Authority will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.

At any reexamination, the Housing Authority 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, the Housing Authority 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 Housing Authority will require the family to provide documentation of income and expenses for this period and use that information to project income.

- e. The Housing Authority will request a current SSA benefit verification letter if there is a discrepancy between the amount claimed by the tenant and the amount reported by EIV.
- f. The methods the Housing Authority will use to verify alimony and child support payments differ depending on whether the family declares that it receives regular payments.
 - i. If the family declares that it receives regular payments, verification will be obtained in the following order of priority: copies of the receipts and/or payment stubs for the 60 days prior to Housing Authority request; third-party verification form from the state or local child support enforcement agency; third-party verification form from the person paying the support; family's self-certification of amount received.
 - ii. If the family declares that it receives irregular or no payments, in addition to the verification process listed above, the Housing Authority may require verification that the family has taken all reasonable efforts to collect the 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 and, 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.

- g. The family must certify whether any assets have been disposed of for less than fair market value in the preceding two years.
 - i. The Housing Authority will verify the value of assets disposed of only if the Housing Authority 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.
- h. For net income from rental properties, the family must provide a current executed lease for the property that shows the rental amount or certification from the current tenant and 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).
 - i. If schedule E was not prepared, the Housing Authority 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.
- i. The Housing Authority will accept written third-party documents supplied by the family as evidence of the status of retirement accounts.
- j. The Housing Authority will accept the family's self-certification as verification of fully excluded income. The Housing Authority may request additional documentation if necessary to document the income source.
- k. The Housing Authority will check up-front income verification ("UIV") sources and/or request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, SS, SSI, earned income, etc. are not being received by families claiming to have zero annual income.

5. **Mandatory Deductions**

- a. Medical Expenses will be verified through:
 - i. Written third-party documents provided by the family, such as pharmacy printouts or receipts.
 - ii. Written third-party verification forms, if the family is unable to provide acceptable documentation.

- iii. If third-party or document review is not possible, written family certification as to costs anticipated to be incurred during the upcoming twelve (12) months.

The Housing Authority will make an effort to determine what expenses from the past are likely to continue to occur in the future. The Housing Authority will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming twelve (12) months.

In addition, the Housing Authority will 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; and costs incurred in past years are counted only once.

The family will be required to certify that the medical expenses are not paid or reimbursed to the family from any source. If expenses are verified through a third party, the third party must certify that the expenses are not paid or reimbursed from any other source.

b. Disability Assistance Expenses

i. Expenses for attendant care will be verified through:

1. Written third-party documents provided by the family, such as receipts or cancelled checks.
2. Third-party verification form signed by the provider, if family-provided documents are not available.
3. If third-party verification is not possible, written family certification as to costs anticipated to be incurred for the upcoming twelve (12) months.

ii. Expenses for auxiliary apparatus will be verified through:

1. Written third-party documents provided by the family, such as billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months.
2. Third-party verification form signed by the provider, if family-provided documents are not available.
3. If third-party or document review is not possible, written family certification of estimated apparatus costs for the upcoming twelve (12) months.

In addition, the Housing Authority will verify that: the family member for whom the expense is incurred is a person with a disability; the expense permits a family member, or members, to work; and the expense is not reimbursed from another 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.

c. Childcare Expenses

- i. The Housing Authority will verify that the child is eligible for care (12 or younger); the costs claimed are not reimbursed; the costs enable a family member to work, actively seek work, or further their education; the costs are for an allowable type of childcare; and the costs are reasonable.
- ii. The family and the care provider will be required to certify that the childcare expenses are not paid by or reimbursed to the family from any source.

IX. DENIAL OF ADMISSION

1. The Housing Authority may deny admission under any of the following circumstances:
 - a. The family does not meet the Housing Authority's eligibility criteria.¹⁶³
 - b. Any household member has been evicted from federally-assisted housing in the past three (3) years for drug-related criminal activity.¹⁶⁴ The Housing Authority may waive this provision if any household members who were involved in the criminal activity have completed a supervised drug rehabilitation program or are no longer living in the household.¹⁶⁵
 - c. Any household member is currently engaged in the use of illegal drugs.¹⁶⁶
 - d. 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.¹⁶⁷
 - e. Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing.¹⁶⁸
 - f. Any household member has ever been convicted of: (1) murder, aggravated sexual assault, kidnapping, arson, human trafficking, sexual assault in violation of N.J.S.A. 2C:14-2 (or equivalent statute in another state), causing or permitting a child to engage in a prohibited sexual act or in the simulation of such an act in violation of N.J.S.A. 2C:24-4 (or equivalent statute in another state), or any crime that resulted in lifetime registration in a state sex offender registry; (2) an indictable offense of the first degree that was issued, or if the conviction resulted in a prison sentence that sentence concluded, within the six years immediately preceding the issuance of a conditional offer; (3) an indictable offense of the second or third degree that was issued, or if the conviction resulted in a prison sentence that sentence concluded, within the four years immediately preceding the issuance of a conditional offer; or (4) an indictable offense of the fourth degree that was issued, or if the conviction resulted in a prison sentence that sentence concluded, within one year immediately preceding the issuance of a conditional offer.¹⁶⁹

¹⁶³ 24 C.F.R. 960.201(a)(1).

¹⁶⁴ 24 C.F.R. 960.204(a)(1).

¹⁶⁵ 24 C.F.R. 960.204(a)(1).

¹⁶⁶ 24 C.F.R. 960.204(a)(2).

¹⁶⁷ 24 C.F.R. 960.204(a)(2); 24 C.F.R. 960.204(b).

¹⁶⁸ 24 C.F.R. 960.204(a)(3).

¹⁶⁹ N.J.S.A. 46:8-56(b).

- g. Any household member is subject to a lifetime registration requirement under a state sex offender registration program.¹⁷⁰
 - h. The family has a pattern of unsuitable past performance in meeting financial obligations, including rent, within the past five years.¹⁷¹
 - i. The family has a pattern of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences within the past five years which may adversely affect the health, safety, or welfare of other tenants.¹⁷²
 - j. The family has a pattern of eviction from housing or termination from residential programs within the past five years (considering relevant circumstances).
 - k. The family owes rent or other amounts to this or any other public housing authority or owner in connection with any assisted housing program.
 - i. At the Housing Authority's discretion, the applicant may be declared eligible upon payment of debt, with the date and time of application being the time of payment and meeting other criteria.
 - l. The family has misrepresented or failed to provide complete information related to eligibility, preferences for admission, or family composition.
 - m. The family has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
 - n. The family has engaged in or threatened violent or abusive behavior toward Housing Authority personnel.
 - i. Abusive or violent behavior towards Housing Authority 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.
 - ii. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
2. The Housing Authority will use the preponderance of the evidence as the standard for making all admission decisions.
- a. 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,

¹⁷⁰ 24 C.F.R. 960.204(a)(4).

¹⁷¹ See 24 C.F.R. 960.203(c)(1).

¹⁷² See 24 C.F.R. 960.203(c)(2).

evidence which, as a whole, shows that the fact sought to be proved is more probable than not.

- b. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.
 - c. The Housing Authority will consider all relevant circumstances (e.g. seriousness of offense, extent of participation of individual family members, effect of denial on uninvolved family members, length of time since offense, likelihood of favorable conduct in the future, etc.) when deciding whether to deny admission based on a family's past history, except in situations where denial is mandated by HUD.
3. As a condition of receiving assistance, an applicant may agree to remove a 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. After admission to the program, the applicant must present evidence of the former family member's current address upon Housing Authority request.
 4. If the applicant indicates that the behavior of a family member with a disability is the reason for a proposed denial of admission, the Housing Authority will determine whether the behavior is related to the disability and, if so, whether alternative measures are appropriate as a reasonable accommodation. The Housing Authority will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of admission.
 5. If an applicant appears to be ineligible based on a criminal record or sex offender registration record, the Housing Authority shall provide the applicant with a written notification specifying the reason(s) for the proposed denial and an opportunity to appeal the denial by providing evidence demonstrating inaccuracies within the criminal record or evidence of rehabilitation or other mitigating factors.¹⁷³ In addition, the Housing Authority shall provide a copy of the criminal record it has relied upon.¹⁷⁴
 - a. The notice will specify that the applicant has ten (10) business days to dispute the accuracy of the record. If the applicant does not contact the Housing Authority to dispute the information within that timeframe, the Housing Authority will proceed with issuing the notice of denial of admission.
 - b. An applicant 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.
 6. The Housing Authority will promptly notify in writing any applicant determined to be ineligible for admission of the basis for such determination and of the right to request an

¹⁷³ N.J.S.A. 46:8-56(c)(2).

¹⁷⁴ 24 C.F.R. 5.903(f); 24 C.F.R. 5.905(d).

informal hearing on such determination.¹⁷⁵ The Housing Authority shall conduct an informal hearing within a reasonable time after a request is made.¹⁷⁶

- a. The notice will specify that the applicant has ten (10) business days to request an informal hearing.
- b. The Housing Authority shall issue a written decision within ten (10) business days of any informal hearing.

¹⁷⁵ 24 C.F.R. 960.208(a).

¹⁷⁶ 24 C.F.R. 960.208(a).

X. OCCUPANCY GUIDELINES

1. General Standards

- a. The Housing Authority will assign one bedroom for each two persons within the household, except in the following circumstances:
 - i. Persons of the opposite sex (other than spouses, and children under age 5) will not be required to share a bedroom.
 - ii. Persons of different generations will not be required to share a bedroom.
 - iii. Live-in aides will be allocated a separate bedroom. No additional bedrooms will be provided for the live-in aide's family.
 - iv. Single person families will be assigned a zero or one bedroom unit.
 - v. Foster children will be included in determining unit size.
- b. The Housing Authority will reference the following 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	5	10

2. Exceptions

- a. Residents may request exceptions to the occupancy standards in writing. The Housing Authority may grant such requests if it determines that the exception is justified by the relationship, age, sex, health or disability of family members, or other personal circumstances.
 - i. 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 a disability.

- ii. An exception may also be granted for a smaller bedroom size in cases where the number of household members exceeds the maximum number of persons allowed for the unit size in which the family resides and the family does not want to transfer to a larger size unit.
- b. When evaluating exception requests, the Housing Authority will consider the size and configuration of the unit. In no case will the Housing Authority grant an exception that is in violation of State or local laws, regulations, or housing / occupancy codes.
- c. Requests from applicants to be placed on the waiting list for a unit size smaller than designated by the occupancy standards will be approved as long as the unit is not overcrowded according to local code, and the family agrees not to request a transfer for a period of two years from the date of admission, unless they have a subsequent change in family size or composition.
- d. To prevent vacancies, the Housing Authority may provide an applicant family with a larger unit than the occupancy standards permit. However, in these cases the family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is an appropriate size unit available for the family to transfer to.

3. **Unit Offers**

- a. In filling an actual or expected vacancy, the Housing Authority will offer the dwelling unit to an applicant in the appropriate offer sequence.
- b. The Housing Authority will maintain a record of units offered, including location, data, and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.
- c. If a suitable unit is available in two locations, the applicant will be offered a suitable unit in the location with the higher number of vacancies. If the offer is rejected, a final offer will be made at the other location. The offers will be made in sequence and the applicant must refuse the first offer before a second offer is made.
- d. If more than one unit of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for occupancy.
- e. Applicants must accept or refuse a unit offer within three (3) business days of the date of the unit offer. Offers made by telephone will be confirmed by letter.

4. **Accessible Units**

- a. 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.

- b. When there are no resident or applicant families requiring the accessible features of the unit, including families who would be over-housed, the Housing Authority will offer the unit to a nondisabled applicant.
- c. When offering an accessible unit to a non-disabled applicant, the Housing Authority will require the applicant to agree to move to an available non-accessible unit within thirty (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. **Refusals of Unit Offers**

- a. Applicants may refuse to accept a unit offer for “good cause.”
- b. Good cause for unit refusals must be supported by appropriate documentation and demonstrated to the satisfaction of the Housing Authority. Examples of good cause for refusal of a unit offer include, but are not limited to, the following:
 - i. Accepting the unit offer will require an adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.
 - ii. 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, risk assessments related to witness protection from a law enforcement agency, or documentation of domestic violence, sexual assault, dating violence, or stalking. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.
 - iii. A health professional verifies that a household member was temporarily hospitalized or recovering from an illness or injury.
 - iv. 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 thirty (30) day notice to move.
 - v. The unit has lead-based paint and the family includes children under the age of six.
- c. When an applicant rejects the final unit offer without good cause, the Housing Authority 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. 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 the Housing Authority opens the waiting list.

6. **Elevated Blood Lead Levels**

- a. The Housing Authority shall conduct an environmental investigation of a dwelling unit and common areas within fifteen (15) calendar days after being notified by a public health department or other health care provider that a resident child who is less than six (6) years old has an elevated blood lead level (“EBLL”).¹⁷⁷
 - i. In the event that any other source reports that a resident child of less than six (6) years old has an EBL, the Housing Authority shall immediately request verification of this information from the public health department or other health care provider. If verification is provided, the timeframe for an environmental investigation shall begin. If the request is denied, the Housing Authority shall send documentation of the denial to the HUD Field Office.¹⁷⁸
 - ii. The Housing Authority shall report the name and address of any child having an EBL to the public health department within five (5) business days of receiving notification from any other health care provider.¹⁷⁹
 - iii. The Housing Authority shall report each confirmed case of a child having an EBL to the HUD Field Office and the HUD Office of Lead Hazard Control and Healthy Homes within five (5) business days.¹⁸⁰
- b. The Housing Authority shall achieve reduction of any lead hazard within thirty (30) days of identification pursuant to the environmental investigation.¹⁸¹
- c. The Housing Authority shall notify all building residents of any environmental investigation and/or lead hazard reduction activities.¹⁸²
- d. The Housing Authority shall provide documentation of the required environmental investigation and/or lead hazard reduction activities to the HUD Field Office within ten (10) business days of the deadline to perform such activities.¹⁸³

¹⁷⁷ 24 C.F.R. 35.1130(a).

¹⁷⁸ 24 C.F.R. 35.1130(b).

¹⁷⁹ 24 C.F.R. 35.1130(e)(1).

¹⁸⁰ 24 C.F.R. 35.1130(e)(2).

¹⁸¹ 24 C.F.R. 35.1130(c).

¹⁸² 24 C.F.R. 35.1130(d).

¹⁸³ 24 C.F.R. 35.1130(e)(3).

- e. In the event of a confirmed EBLL case, the Housing Authority shall conduct a risk assessment of other units in the building with a resident child of less than six (6) years of age.¹⁸⁴

¹⁸⁴ 24 C.F.R. 35.1130(f).

XI. DETERMINATION OF RENT

1. Income-Based Rent

- a. A family's annual income is used to calculate the amount of the family's rent payment.¹⁸⁵ Income received by all family members must be counted unless specifically excluded by HUD regulations.¹⁸⁶
- b. 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.
 - i. Generally, an individual who is or is expected to be absent from the assisted unit for one hundred eighty (180) consecutive days or less is considered temporarily absent and continues to be considered a family member.
 - ii. Generally, an individual who is or is expected to be absent from the assisted unit for more than one hundred eighty (180) consecutive days is considered permanently absent and no longer a family member.
- c. The Housing Authority is required to count all income anticipated to be received from a source outside of the family during the twelve (12) month period following admission or annual reexamination effective date.
 - i. The Housing Authority generally will use current circumstances to determine anticipated income for the coming twelve (12) month period.
 - ii. The Housing Authority will use other than current circumstances to anticipate income when an imminent change in circumstances is expected; it is not feasible to anticipate a level of income over a twelve (12) month period (e.g., seasonal or cyclic income); or the Housing Authority believes that past income is the best available indicator of expected future income.
- d. The income-based rent shall be 30% of the family's income.¹⁸⁷
- e. The income-based rent shall not exceed the Total Tenant Payment, minus any applicable utility allowance for tenant-paid utilities.¹⁸⁸ If any applicable utility allowance exceeds the Total Tenant Payment, the Housing Authority shall pay such excess amount (the utility reimbursement) to the family.¹⁸⁹ Utility reimbursements will be issued monthly.

¹⁸⁵ 24 C.F.R. 960.253(c)(1).

¹⁸⁶ See 24 C.F.R. 5.609(b).

¹⁸⁷ 24 C.F.R. 960.253(c)(2).

¹⁸⁸ 24 C.F.R. 960.253(c)(3).

¹⁸⁹ 24 C.F.R. 960.253(c)(3).

2. **Flat Rent**

- a. The Housing Authority shall establish a flat rent for each public housing unit which is not less than 80% of the applicable Fair Market Rent.¹⁹⁰
- b. For units where utilities are tenant-paid, the Housing Authority may adjust the flat rent downward by the amount of a utility allowance for which the family might otherwise be eligible.¹⁹¹
- c. The Housing Authority shall revise, if necessary, the flat rent for a unit no later than ninety (90) days after the HUD issues new Fair Market Rents.¹⁹²
- d. If a new flat rent would cause a family's rent to increase by more than 35%, the family's rent increase must be phased in at 35% annually until such time that the family chooses to pay the income-based rent or the family is paying the flat rent.¹⁹³

3. **Choice of Rent**

- a. Once each year, the Housing Authority must offer in writing each family the choice between a flat rent and an income-based rent.¹⁹⁴
 - i. The Housing Authority shall ensure that, regardless of the type of rent chosen, the family pays no less than the Minimum Rent.¹⁹⁵
 - ii. The Housing Authority shall ensure that Non-Public Housing Over-Income families shall pay the Alternative Non-Public Housing Rent.¹⁹⁶
 - iii. The Housing Authority will require each family to submit their choice of rent in writing and will maintain this documentation in the tenant file.
- b. The Housing Authority shall provide sufficient information to each family for an informed choice regarding the type of rent, including the dollar amount of each type of rent and the Housing Authority's policies on switching the type of rent in circumstances of financial hardship.¹⁹⁷

¹⁹⁰ 24 C.F.R. 960.253(b)(1).

¹⁹¹ 24 C.F.R. 960.253(b)(4).

¹⁹² 24 C.F.R. 960.253(b)(5).

¹⁹³ 24 C.F.R. 960.253(b)(6).

¹⁹⁴ 24 C.F.R. 960.253(a)(1).

¹⁹⁵ 24 C.F.R. 960.253(a)(2).

¹⁹⁶ 24 C.F.R. 960.253(a)(3).

¹⁹⁷ 24 C.F.R. 960.253(e).

- i. For a family that chooses the flat rent and is not over-income, the Housing Authority shall conduct a reexamination of family income and composition at least once every three (3) years.¹⁹⁸
 1. In any year that the Housing Authority chooses not to conduct a full examination of family income and composition, it must still inform the family of the choice of rent.¹⁹⁹ The Housing Authority shall use income information from the most recent reexamination and the current flat rent amount.²⁰⁰
- ii. For a family that chooses the income-based rent, the Housing Authority shall conduct a reexamination of family income and composition at least once every year.²⁰¹
- c. The family's choice of rent shall be applied at the next lease renewal.²⁰²
- d. A family that is paying the flat rent may, at any time, request to switch to income-based rent if the family is unable to pay flat rent because of financial hardship.²⁰³
 - i. The Housing Authority will determine that a financial hardship exists when the family has experienced a decrease in income and/or an increase in expenses due to changed circumstances, causing the flat rent to exceed 40% of the family's Monthly Adjusted Income.
 - ii. The Housing Authority shall immediately allow the family to switch to income-based rent if it determines that a financial hardship exists.²⁰⁴ The Housing Authority shall make the determination within a reasonable time after the family's requests.²⁰⁵

4. **Minimum Rent**

- a. The Housing Authority shall charge a family no less than the Minimum Rent, which shall be \$50.00 per month.²⁰⁶

¹⁹⁸ 24 C.F.R. 960.253(f)(1).

¹⁹⁹ 24 C.F.R. 960.253(f)(3).

²⁰⁰ 24 C.F.R. 960.253(f)(3).

²⁰¹ 24 C.F.R. 960.253(f)(2).

²⁰² 24 C.F.R. 960.253(f)(2).

²⁰³ 24 C.F.R. 960.253(g)(1).

²⁰⁴ 24 C.F.R. 960.253(g)(2).

²⁰⁵ 24 C.F.R. 960.253(g)(2).

²⁰⁶ 24 C.F.R. 5.630(a).

- b. The Housing Authority shall grant an exception from payment of minimum rent if the family is unable to pay the minimum rent due to financial hardship.²⁰⁷
- c. Any request for a financial hardship exception must be submitted in writing to the Housing Authority.
- d. If a family requests a financial hardship exception, the Housing Authority shall suspend the minimum rent requirement beginning the month following the family's request and continuing until the Housing Authority determines whether there is a qualifying financial hardship and whether it is temporary or long term.²⁰⁸
 - i. The Housing Authority shall not evict the family for non-payment of rent during the ninety (90) day period beginning the month following the family's request for a financial hardship exception.²⁰⁹
 - ii. If it is determined that no qualifying financial hardship exists, the Housing Authority shall reinstate the minimum rent, including back rent owed from the beginning of the suspension. The family must pay the back rent on terms and conditions established by the Housing Authority.²¹⁰
 - iii. If a financial hardship is deemed temporary, the Housing Authority must reinstate the minimum rent from the beginning of the suspension of the minimum rent and offer the family a reasonable repayment agreement, on terms and conditions established by the Housing Authority, for the amount of back minimum rent owed by the family.²¹¹
 - iv. If a financial hardship is deemed long term, the Housing Authority must exempt the family from the minimum rent requirements so long as such hardship continues.²¹²

5. **Mixed Families**

- a. Mixed Families that elect for prorated assistance shall pay the applicable flat rent, minus the amount of the eligible subsidy.²¹³

²⁰⁷ 24 C.F.R. 5.630(b)(1).

²⁰⁸ 24 C.F.R. 5.630(b)(2).

²⁰⁹ 24 C.F.R. 5.630(b)(2).

²¹⁰ 24 C.F.R. 5.630(b)(2).

²¹¹ 24 C.F.R. 5.630(b)(2).

²¹² 24 C.F.R. 5.630(b)(2).

²¹³ 24 C.F.R. 5.520(d)(2).

- b. The eligible subsidy is calculated using the following formula²¹⁴:
- i. Determine the Total Tenant Payment. Annual income includes income of all family members, including any family member who has not established eligible immigration status.
 - ii. Subtract the Total Tenant Payment from the applicable flat rent. The result is the maximum subsidy for which the family could qualify if all members were eligible (“family maximum subsidy”).
 - iii. Divide the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status (“eligible family member”). The subsidy per eligible family member is the “member maximum subsidy.”
 - iv. Multiply the member maximum subsidy by the number of family members who have eligible citizenship or immigration status.
- c. When the mixed family’s Total Tenant Payment is greater than the flat rent, the Housing Authority must use the Total Tenant Payment as the mixed family Total Tenant Payment. The Housing Authority subtracts from the mixed family Total Tenant Payment any established utility allowance, and the sum becomes the mixed family’s rent.²¹⁵

²¹⁴ 24 C.F.R. 5.520(d)(1).

²¹⁵ 24 C.F.R. 5.520(e).

XII. LEASING PROCESS

1. Orientation

- a. After unit acceptance but prior to occupancy, a Housing Authority representative will conduct an orientation with the head of household or spouse.
- b. At the orientation, the head of household or spouse will be provided with copies of the Residential Housing Lease, all policies and procedures incorporated into the Lease by reference (Grievance Procedure, House Rules, Pet Policy, Smoke-Free Policy, Schedule of Charges, Notice of Occupancy Rights, etc.), Form HUD 1141 (“Is Fraud Worth It?”), Form HUD PIH-2010-19 (“What You Should Know About EIV”), and any other materials required by law.
- c. Topics to be discussed at the orientation include applicable deposits and other charges, review and explanation of Lease provisions, procedures for maintenance requests and work orders, interim reporting requirements, review and explanation of occupancy forms, community service requirements, family choice of rent, VAWA protections, and compliance with Housing Authority rules and policies.

2. Lease Execution

- a. The Housing Authority’s Residential Housing Lease shall comply with all applicable legal requirements.²¹⁶
- b. The head of household, spouse, and all other adult household members will be required to sign the Lease prior to occupation. An appointment will be scheduled for the parties to execute the Lease.
- c. The head of household will be provided a copy of the executed Lease and the Housing Authority will retain a copy in the resident’s file.
- d. Files for households that include a live-in aide will contain documentation signed by the live-in aide indicating that the live-in aide is not a party to the Lease and is not entitled to Housing Authority assistance. The live-in aide is only approved to live in the dwelling unit while serving as the care attendant for the family member who requires the care.

3. Lease Amendments

- a. The Housing Authority may revise its lease from time to time, subject to a thirty (30) day notice and comment period.²¹⁷ The family will have sixty (60) days to

²¹⁶ See 24 C.F.R. 966.4; 24 C.F.R. 966.6.

²¹⁷ 24 C.F.R. 966.3.

accept the revised lease. If the family does not accept the revised lease within this timeframe, the family's tenancy will be terminated for other good cause.²¹⁸

- b. The lease may be amended to reflect authorized changes to family composition.

4. **Special Charges**

- a. The Housing Authority shall adopt a schedule of special charges for repairs and for consumption of excess utilities.
 - i. Work that is not covered in the schedule will be charged based on the actual cost of labor (including overtime, if applicable) and materials required to make the repairs, including charges from outside vendors.
 - ii. Notices of charges for repairs and/or excess utilities shall comply with the requirements for notices of adverse action and shall be mailed monthly.²¹⁹
- b. The Housing Authority may revise the schedule of special charges from time to time, subject to a thirty (30) day notice and comment period.²²⁰

5. **Security Deposits**

- a. The Housing Authority shall collect a security deposit from each tenant as security that the tenant will comply with the lease.²²¹
- b. The amount of the base security deposit will not exceed one month's rent.²²² The amount of the total security deposit, including any applicable pet deposit, shall not exceed one- and one-half month's rent.²²³
- c. Each tenant's security deposit shall be: (1) invested in shares of an authorized insured money market fund; or (2) deposited with a qualified bank or association within the State of New Jersey in an account bearing a variable rate of interest.²²⁴
- d. The Housing Authority shall notify each tenant of the name of the entity holding the security deposit, the type of account in which the security deposit is held, the current rate of interest for that account, and the amount held: (1) within thirty (30) days of receipt of the security deposit; (2) within thirty (30) days of any change to

²¹⁸ 24 C.F.R. 966.4(l)(2)(iv)(E).

²¹⁹ See 24 C.F.R. 966.4(b)(4).

²²⁰ 24 C.F.R. 966.5.

²²¹ See N.J.S.A. 46:8-19.

²²² 24 C.F.R. 966.4(b)(5).

²²³ N.J.S.A. 46:8-21.2.

²²⁴ N.J.S.A. 46:8-19(a).

the account in which the security deposit is held; and (3) at the time of each annual interest payment.²²⁵

- e. Interest shall be paid to the tenant, or credited toward the payment of rent due, on the anniversary of the tenant's lease.²²⁶
- f. The security deposit shall be returned, along with an itemized list of the interest or earnings and any deductions, to the tenant by personal delivery, registered mail, or certified mail within: (1) five business days after the tenant is displaced; (2) fifteen business days after a lease terminates in accordance with N.J.S.A. 46:8-9.6; or (3) thirty days after any other lease termination.²²⁷
- g. The security deposit may be utilized by the Housing Authority toward reimbursement for the cost of damages beyond ordinary wear and tear caused by the Tenant, members of the Tenant's household, or guests. The Housing Authority may also use the deposit to ensure full performance of the other obligations of the Tenant contained in this Lease, including the payment of rent and/or other charges. If this occurs prior to the Lease termination, the Housing Authority may demand that the Tenant replace the amount of the security deposit used by the Housing Authority.
- h. If the Tenant transfers to another unit, the Housing Authority 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.

6. Rent Payments

- a. Residents must pay monthly rent in the amount determined by the Housing Authority pursuant to HUD regulations.
- b. If a family's rent changes, the Housing Authority will notify the family of the new amount and the effective date by sending a "Notice of Rent Adjustment" which will become an attachment to the lease.
- c. Rent is due and payable at the Housing Authority-designated location in advance on the first day of each month.
- d. If a family fails to pay rent within five (5) business days of the due date, and the Housing Authority has not agreed to accept payment at a later date, a late fee of \$25.00 will be charged and a Notice of Termination of Lease will be issued to the Tenant for failure to pay rent, demanding payment in full or the surrender of the dwelling unit.

²²⁵ N.J.S.A. 46:8-19(c).

²²⁶ N.J.S.A. 46:8-19(c).

²²⁷ N.J.S.A. 46:8-21.1.

- e. Any agreement to accept rent payment(s) at a later date shall be in writing and shall have clear deadlines.
- f. If a Tenant's payment fails due to insufficient funds or any other cause, the rent will be considered unpaid and a \$25.00 fee may be charged for the failed payment.

7. **Repayment Agreements**

- a. The Housing Authority may offer a repayment agreement to any Tenant who is unable to repay a debt to the Housing Authority within thirty (30) days. If the Tenant refuses to enter into a repayment agreement or breaches a repayment agreement, the Housing Authority shall terminate the tenancy.
- b. A repayment agreement shall specify the total amount owed, the amount of any down payment, and the repayment schedule, and be signed and dated by the Housing Authority and the Head of Household.²²⁸
- c. Typically, the Housing Authority will require a down payment of at least ten percent (10%) and a repayment term of no more than twelve (12) months.
 - i. The Housing Authority may waive the down payment requirement if the Tenant demonstrates to the Housing Authority's satisfaction that the down payment would constitute an undue hardship.
 - ii. The Housing Authority may consider a longer repayment term if the combined amount of a Tenant's monthly rent and repayment amount would exceed 40% of monthly adjusted income.
- d. Retroactive Rent shall be calculated as far back as the Housing Authority has documentation of a Tenant's family income.²²⁹
- e. In the event that a Tenant has been assessed Retroactive Rent due to unreported or underreported income, the repayment agreement shall include the following²³⁰:
 - i. Reference to the paragraphs in the Public Housing lease whereby the tenant is in non-compliance and may be subject to termination of tenancy.
 - ii. The monthly repayment amount is in addition to the Tenant's regular rent contribution and is payable to the Housing Authority.
 - iii. The terms of the repayment agreement may be renegotiated if there is a change in the Tenant's income.

²²⁸ HUD Notice PIH-2017-12.

²²⁹ HUD Notice PIH-2017-12.

²³⁰ HUD Notice PIH-2017-12.

- iv. A late or missed payment constitutes a default of the repayment agreement and may result in termination of tenancy.

XIII. RE-EXAMINATIONS

1. General Procedures

- a. The Housing Authority will schedule regular reexaminations to coincide with the family's anniversary date. The Housing Authority will begin the reexamination process approximately one hundred twenty (120) days in advance of the scheduled effective date.
 - i. For a family paying income-based rent, the anniversary date is twelve (12) months from the effective date of the family's last regular reexamination or, for new program participants that have not yet undergone reexamination, from the effective date of the family's admission to the program.
 - ii. For families paying flat rent, the anniversary date is thirty-six (36) months from the effective date of the family's last regular reexamination or, for new program participants that have not yet undergone reexamination, from the effective date of the family's admission to the program.
 - iii. If the family transfers to a new unit, the Housing Authority will perform a new regular reexamination, and the anniversary date will be changed.
 - iv. The Housing Authority may schedule a regular reexamination for completion prior to the anniversary date for administrative purposes.
- b. The Housing Authority may require the family to participate in a reexamination interview, which must be attended by the head of household or spouse.
 - i. If participation in an in-person interview poses a hardship because of a family member's disability, the family should contact the Housing Authority to request a reasonable accommodation.
- c. Reexamination notices will: (1) be sent by first-class mail; (2) inform the family of the information and documentation that must be submitted to the Housing Authority; and (3) specify the date, time, and location of the interview, if required.
 - i. If the family is unable to attend a scheduled interview, the family should contact the Housing Authority in advance of the interview to schedule a new appointment. In all circumstances, if a family does not attend the scheduled interview, the Housing Authority will send a second notification with a new interview appointment time.
 - ii. If a family fails to attend two scheduled interviews without Housing Authority approval, the family will be in violation of their lease.
 - iii. An advocate, interpreter, or other assistant may assist the family in the interview process.

- d. The required reexamination documentation shall include a Housing Authority reexamination form, Form HUD-9886, criminal background check consent form, and supporting documentation related to the family's income, assets, deductions, expenses, and family composition.
 - i. Any required information or documentation that the family is unable to provide at the time of the interview must be provided within ten (10) business days of the interview.
 - ii. If the family is unable to obtain the information or documentation within the required time frame, the family may request an extension.
 - iii. If the family does not provide the required information or documentation within the required time frame (plus any extensions), the family will be in violation of their lease.
- e. Safe Harbor Income Determination. The Housing Authority may determine a family's annual income, including income from assets, prior to the application of any deductions, based on income determinations made within the previous 12-month period by means-tested Federal public assistance programs in accordance with HUD Notice PIH-2023-27, Attachment J.
- f. In connection with the regular reexamination, the Housing Authority will ask whether any member of the family is subject to a lifetime sex offender registration requirement in any state. The Housing Authority will use the Dru Sjodin National Sex Offender database to verify the information provided by the family.
- g. In connection with the regular reexamination, the Housing Authority will ask whether any member of the family has been convicted of any criminal activity. The Housing Authority will conduct a criminal background check on all adult household members to verify the information provided by the family.
- h. Unless the family reports a change, or the Housing Authority 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, disability status, and citizenship or immigration status.
- i. Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. The Housing Authority may use the results of a reexamination to require the family to move to an appropriate size unit.²³¹

²³¹ 24 C.F.R. 960.257(a)(4).

2. **Streamlined Income Determinations**

- a. The Housing Authority will apply a streamlined income determination to a family receiving Fixed Income.²³²
- b. When 90% or more of a family's unadjusted income consists of Fixed Income, the Housing Authority must apply a Cost-of-Living Adjustment ("COLA") to the family's sources of Fixed Income, provided that the family certifies both that 90% or more of their unadjusted income is Fixed Income and that their sources of Fixed Income have not changed from the previous year. For non-fixed income, the Housing Authority is not required to make such adjustments.²³³
- c. When less than 90% of a family's unadjusted income consists of Fixed Income, the Housing Authority must apply a COLA to each of the family's sources of Fixed Income and redetermine all non-fixed income.²³⁴
- d. The Housing Authority shall determine the COLA based on public sources or from tenant-provided third-party documentation.²³⁵ If the COLA cannot be determined, the Housing Authority shall obtain third-party verification of the income amounts.²³⁶
- e. The Housing Authority must obtain third-party verification of all income amounts every three (3) years.²³⁷
- f. If a family member with a fixed source of income is added, the Housing Authority will use third-party verification of all income amounts for that family member.

3. **Regular Reexaminations (Income-Based Rent)**

- a. For a family paying income-based rent, the Housing Authority shall conduct a reexamination of family income and composition at least annually and shall make appropriate adjustments in the rent after consultation with the family and upon verification of the information.²³⁸
- b. For a family with members who are not exempt from community service and self-sufficiency requirements, the Housing Authority will determine compliance with these requirements as part of the annual reexamination.

²³² 24 C.F.R. 960.257(c)(1).

²³³ 24 C.F.R. 960.257(c)(3).

²³⁴ 24 C.F.R. 960.257(c)(3).

²³⁵ 24 C.F.R. 960.257(c)(4).

²³⁶ 24 C.F.R. 960.257(c)(4).

²³⁷ 24 C.F.R. 960.257(c)(5).

²³⁸ 24 C.F.R. 960.257(a)(1).

4. **Regular Reexaminations (Flat Rents)**

- a. For a family paying flat rent, the Housing Authority shall conduct a reexamination of family composition at least annually and a reexamination of family income at least once every three (3) years.²³⁹
- b. In the years between full reexaminations, the Housing Authority will conduct a reexamination of family composition (“annual update”).
 - i. The Housing Authority shall follow the scheduling and notification policies applicable to regular reexaminations for families paying income-based rent.
 - ii. Generally, the family will not be required to attend an interview for an annual update. However, if the Housing Authority determines that an interview is warranted, the family may be required to attend.
 - iii. The family will have ten (10) business days from the annual update notice to submit the required information and documentation to the Housing Authority. If the family is unable to obtain the required information and/or documentation within this time frame, the family may request an extension.
 - iv. If the family’s submission is not completed within the required time frame, the Housing Authority will send a second annual update notice to the family. The family will have ten (10) business days from the second notice to provide the missing information and/or documentation.
 - v. If the family does not provide the required information and/or documentation within the required time frame (plus any extensions), the family will be in violation of their lease.
- c. For a family with members who are not exempt from community service and self-sufficiency requirements, the Housing Authority will determine compliance with these requirements as part of the annual update process.

5. **Interim Reexaminations**

- a. Any changes in family income or composition that occur between regular reexaminations must be reported by the family within ten (10) business days.²⁴⁰
 - i. The family must report when a family member, live-in aide, foster child, or foster adult ceases to reside in the unit. This requirement applies to a family member who was considered temporarily absent and who is now permanently absent.

²³⁹ 24 C.F.R. 960.257(a)(2).

²⁴⁰ See 24 C.F.R. 960.257(b)(5).

- ii. The addition of a family member, other than through birth, adoption, or court-awarded custody, requires Housing Authority approval.
 - iii. Any person who is not on the lease and who is expected to stay longer than thirty (30) days in any twelve (12) month period does not qualify as a guest and therefore requires Housing Authority approval.
 - iv. Any live-in aides, foster children, or foster adults require Housing Authority approval.
 - v. Any requests to add a new family member, live-in aide, foster child, or foster adult must be made in writing and approved by the Housing Authority before the individual moves into the unit.
 - vi. If the addition of another household member (other than through birth, adoption, or court-awarded custody) will require a transfer to a larger unit, the Housing Authority shall not approve the request unless the family can demonstrate that there are medical needs or other extenuating circumstances that should be considered by the Housing Authority. Exceptions will be made on a case-by-case basis.
 - vii. The Housing Authority shall not approve the addition of a new family member or household member unless the individual meets the Housing Authority's eligibility and suitability criteria and documentation requirements.
 - viii. The Housing Authority will make a decision on the family's request to add a new family member or household member within ten (10) business days of receiving all information required to verify the individual's eligibility and suitability.
- b. The Housing Authority shall conduct an interim reexamination of family income or composition within a reasonable period of time after a request by the family or when the Housing Authority becomes aware of an increase in family adjusted income.²⁴¹
- i. The Housing Authority may decline to conduct an interim reexamination of family income if the Housing Authority estimates that the family's adjusted income will increase or decrease by less than 10%.²⁴²
 - ii. The Housing Authority will not conduct an interim reexamination in the three (3) month period prior to a regular reexamination.²⁴³

²⁴¹ 24 C.F.R. 960.257(b)(1).

²⁴² 24 C.F.R. 960.257(b)(2),(3).

²⁴³ 24 C.F.R. 960.257(b)(3)(ii).

- c. The Housing Authority will also conduct interim reexaminations in each of the following instances:
 - i. If the family has reported zero income, the Housing Authority will conduct an interim reexamination every three (3) months as long as the family continues to report that they have no income.²⁴⁴
 - ii. If at the time of the regular reexamination, it is not feasible to anticipate a level of income for the next twelve (12) months (e.g. seasonal or cyclic income), the Housing Authority will schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.
 - iii. If at the time of the regular reexamination, tenant declarations were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, the Housing Authority will conduct an interim reexamination.
 - iv. The Housing Authority 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.
- d. Generally, the family will not be required to attend an interview for an interim reexamination. However, if the Housing Authority determines that an interview is warranted, the family may be required to attend.
 - i. Based on the type of change reported, the Housing Authority will determine the documentation the family will be required to submit.
 - ii. The family must submit any required information or documentation within ten (10) business days of receiving a request from the Housing Authority. This deadline may be extended by the Housing Authority for good cause.
- e. Effective on the HOTMA Compliance Date, the Housing Authority shall conduct interim reexaminations in accordance with HUD Notice PIH-2023-27, particularly Attachment I.

6. **Recalculating Tenant Rent**

- a. For those families paying income-based rent, the Housing Authority will recalculate the rent amount based on the income information received during the reexamination process and notify the family of the changes.

²⁴⁴ See HUD Notice PIH 2023-27.

- b. The Housing Authority shall provide the family with thirty (30) days' advance notice of any rent increases resulting from a reexamination, and such rent increases shall be effective the first of the next month following the notice period.²⁴⁵
 - i. If the family failed to timely report a change in family income or composition, the Housing Authority shall implement any resulting rent increases retroactively to the first of the month following the date of the change.²⁴⁶
- c. The Housing Authority shall provide the family with immediate notice of any rent decreases resulting from a reexamination, and such rent decreases shall be effective the first of the next month.²⁴⁷
 - i. If the family failed to timely report a change in family income or composition, and the failure was caused by circumstances beyond the family's control, the Housing Authority shall implement any resulting rent decreases retroactively to the first of the month following the date of the change.²⁴⁸
- d. During a reexamination, the Housing Authority may discover that information previously reported by the family was in error, or that the family intentionally misrepresented information. In addition, the Housing Authority may discover errors made by the Housing Authority. When errors resulting in the overpayment or underpayment of rent are discovered, corrections will be made in accordance with HUD requirements.²⁴⁹

7. Over-Income Limits

- a. Families that exceed the Over-Income Limit for twenty-four (24) consecutive months shall be removed from the public housing program.²⁵⁰
- b. Non-Public Housing Over-Income Families are precluded from participating in a public housing resident council, participating in programs that are only for public housing or low-income families, or receiving any Federal assistance (including a utility allowance).²⁵¹

²⁴⁵ 24 C.F.R. 960.257(b)(6)(i).

²⁴⁶ 24 C.F.R. 960.257(b)(6)(ii).

²⁴⁷ 24 C.F.R. 960.257(b)(6)(i).

²⁴⁸ 24 C.F.R. 960.257(b)(6)(ii).

²⁴⁹ See 24 C.F.R. 960.257(f).

²⁵⁰ 24 C.F.R. 960.507(a).

²⁵¹ 24 C.F.R. 960.507(a).

- c. If the Housing Authority determines that a family has exceeded the Over-Income Limit, it must provide written notice to the family of the over-income determination within thirty (30) days of the reexamination.²⁵²
 - i. The notice must state that the family has exceeded the Over-Income Limit and continuing to exceed the Over-Income Limit for a total of twenty-four (24) consecutive months will result in the Housing Authority removing them from the public housing program.²⁵³
- d. The Housing Authority must conduct an income reexamination twelve (12) months after the initial over-income determination, unless the Housing Authority has previously determined that the family's income fell below the Over-Income Limit following the initial over-income determination.²⁵⁴
 - i. If the Housing Authority determines that the family has exceeded the Over-Income Limit for twelve (12) consecutive months, the Housing Authority must provide written notification of this determination within thirty (30) days after the income reexamination.²⁵⁵
 - ii. The notice must state that the family has exceeded the Over-Income Limit for twelve (12) consecutive months, that continuing to exceed the Over-Income Limit for a total of twenty-four (24) consecutive months will result in the Housing Authority removing them from the public housing program, and state an estimate (based on current data) of the Alternative Non-Public Housing Rent for the family's unit.²⁵⁶
- e. The Housing Authority must conduct an income reexamination twenty-four (24) months after the initial over-income determination, unless the Housing Authority has previously determined that the family's income fell below the Over-Income Limit following the initial over-income determination.²⁵⁷
 - i. If the Housing Authority determines that the family has exceeded the Over-Income Limit for twenty-four (24) consecutive months, then the Housing Authority must provide written notification of this determination within thirty (30) days after the income reexamination.²⁵⁸
 - ii. The notice must state that the family has exceeded the Over-Income Limit for twenty-four (24) consecutive months and that the Housing Authority

²⁵² 24 C.F.R. 960.507(c)(1).

²⁵³ 24 C.F.R. 960.507(c)(1).

²⁵⁴ 24 C.F.R. 960.507(c)(2).

²⁵⁵ 24 C.F.R. 960.507(c)(2).

²⁵⁶ 24 C.F.R. 960.507(c)(2).

²⁵⁷ 24 C.F.R. 960.507(c)(3).

²⁵⁸ 24 C.F.R. 960.507(c)(3).

must either terminate the family's tenancy or charge the family the Alternative Non-Public Housing Rent.²⁵⁹

1. Absent extenuating circumstances, the Housing Authority shall charge the family the Alternative Non-Public Housing Rent.
 2. If the Housing Authority determines that the family's tenancy will be terminated, then the notice must inform the family of this determination and state the effective date of the termination.²⁶⁰
 3. If the Housing Authority determines that the family must be charged the Alternative Non-Public Housing Rent, then the notice must inform the family of this determination, the amount of rent to be charged, and the requirement to execute a new lease within sixty (60) days of the notice.²⁶¹
 4. An over-income family will continue to be a public housing program participant until their tenancy is terminated or the family executes a new non-public housing lease.²⁶²
- f. If, at any time during the twenty-four (24) month period following the initial over-income determination, the Housing Authority determines that the family's income is below the Over-Income Limit, the family is entitled to a new twenty-four (24) month over-income notice period.²⁶³
- g. The Housing Authority shall submit an annual report to HUD that specifies, as of the end of the year, the number of over-income families, the number of families on the waiting lists for admission, and any other information regarding over-income families requested by HUD.²⁶⁴

8. Community Service and Economic Self-Sufficiency Requirements

- a. Each non-exempt adult family member must participate in community service (excluding political activities) and/or economic self-sufficiency program activities for eight (8) hours per month.²⁶⁵

²⁵⁹ 24 C.F.R. 960.507(c)(3).

²⁶⁰ 24 C.F.R. 960.507(c)(3).

²⁶¹ 24 C.F.R. 960.507(c)(3); 24 C.F.R. 960.509.

²⁶² 24 C.F.R. 960.507(e).

²⁶³ 24 C.F.R. 960.507(c)(4).

²⁶⁴ 24 C.F.R. 960.507(f).

²⁶⁵ 24 C.F.R. 960.603(a).

- i. Failure to comply with this requirement is grounds for non-renewal of the Lease.²⁶⁶
 - ii. Blocking of hours is acceptable as long as ninety-six (96) hours of qualifying activities are completed prior to the annual certification of compliance.
 - iii. An adult family member is exempt if they are: (1) at least sixty-two years of age; (2) unable to comply due to disability; (3) the caretaker for an individual who is unable to comply due to disability; (4) engaged in work activities; (5) exempt from work requirements under any welfare program in the State of New Jersey; (6) not found to be in noncompliance with the work requirements under any welfare program in the State of New Jersey; or (7) a member of a Non-Public Housing Over-Income Family.²⁶⁷
- b. The Housing Authority may administer qualifying community service or economic self-sufficiency activities directly, or may make such activities available through a contractor or a partnership with a qualified organization.²⁶⁸
 - c. The Housing Authority will give the family a written description of the service requirements and the process for claiming status as an exempt person and for Housing Authority verification of such status.²⁶⁹
 - i. The Housing Authority may require the family to sign an acknowledgment that they have received and read the written description.
 - ii. The Housing Authority will provide a form on which non-exempt family members shall record the activities performed and number of hours contributed.
 - d. The Housing Authority will notify the family of its determination regarding which family members are exempt and non-exempt from service requirements and notify the family that it will validate a sample of self-certifications of completion of the service requirements.²⁷⁰
 - i. The Housing Authority will not verify exempt/non-exempt status on an annual basis unless the family's reports a change or the Housing Authority has reason to believe that there has been a change.

²⁶⁶ 24 C.F.R. 960.603(b).

²⁶⁷ 24 C.F.R. 960.601(b).

²⁶⁸ 24 C.F.R. 960.605(b).

²⁶⁹ 24 C.F.R. 960.605(c)(2).

²⁷⁰ 24 C.F.R. 960.605(c)(2).

- ii. The family must report any changes to the Housing Authority within ten (10) business days.
 - iii. If an exempt individual becomes non-exempt, the effective date of the community service requirement shall be the first of the month following a thirty (30) day notice period. The individual must perform eight (8) hours of qualified activities for the months they are subject to the requirement before the end of the lease term (anniversary date).
 - iv. If a non-exempt individual becomes exempt, the exemption will become effective immediately.
- e. The Housing Authority will review family compliance with the service requirements in connection with the regular recertification or annual update process.
- i. If qualifying activities are administered by an organization other than the Housing Authority, the Housing Authority may obtain verification of family compliance from such third parties or may accept a signed certification from the family member that he or she has performed such qualifying activities.²⁷¹
 - ii. A self-certification must include the following: (1) a statement that the tenant contributed at least eight (8) hours per month of qualified community service and/or economic self-sufficiency activities; (2) the name, address, and contact person for the community service and/or economic self-sufficiency program provider(s); (3) the date(s) during which the tenant completed qualified community service and/or economic self-sufficiency activities; (4) a description of the activities completed; and (5) a certification that the foregoing statements are true and accurate.²⁷²
 - iii. The Housing Authority shall validate a sample of self-certifications of completion of the service requirements using third-party certification.²⁷³
- f. The Housing Authority shall retain reasonable documentation of service requirement compliance in the family's file.²⁷⁴
- g. If the Housing Authority determines that a non-exempt family member has failed to comply with the service requirements or failed to timely submit the required

²⁷¹ See 24 C.F.R. 960.605(c)(3).

²⁷² 24 C.F.R. 960.607(a).

²⁷³ 24 C.F.R. 960.607(a)(3).

²⁷⁴ 24 C.F.R. 960.605(c)(4).

documentation to demonstrate compliance, the Housing Authority shall notify the Tenant of this determination.²⁷⁵

- i. The notice shall: (1) briefly describe the noncompliance; (2) state that the Housing Authority will not renew the lease at the end of the twelve month lease term unless any noncompliant family members enter into a written agreement with the Housing Authority to cure the non-compliance or no longer reside in the dwelling unit; and (3) state that the Tenant may request a grievance hearing on the Housing Authority determination and may exercise any available judicial remedy to seek timely redress for the Housing Authority's nonrenewal of the lease because of such determination.²⁷⁶
- ii. If the family contends that a non-compliant individual no longer resides in the dwelling unit, it must provide a written assurance satisfactory to the Housing Authority.²⁷⁷
- iii. The written agreement to cure non-compliance shall be in the form and manner required by the Housing Authority, shall specify how the non-compliance will be cured over the twelve (12) month term of the new lease, and shall be executed by the Tenant and any non-compliant family members within ten (10) business days of the notice of non-compliance.²⁷⁸

²⁷⁵ 24 C.F.R. 960.607(b)(1).

²⁷⁶ 24 C.F.R. 960.607(b)(2).

²⁷⁷ 24 C.F.R. 960.607(b)(2).

²⁷⁸ See 24 C.F.R. 960.607(c).

XIV. INSPECTIONS

1. Types of Inspections

- a. **Move-In Inspections:** the Housing Authority and Tenant (or representative) shall inspect the dwelling unit prior to commencement of occupancy by the Tenant. The Housing Authority will furnish the Tenant with a written statement of the condition of the dwelling unit, and the equipment provided with the unit. The statement shall be signed by the Housing Authority and the Tenant, and a copy of the statement shall be retained by the Housing Authority in the Tenant's folder.²⁷⁹
- b. **Move-Out Inspections:** the Housing Authority shall inspect the dwelling unit at the time the Tenant vacates the unit and furnish the Tenant with a statement of any charges to be imposed. Provision shall be made for the Tenant's participation in the latter inspection, unless the Tenant vacates without notice to the Housing Authority.²⁸⁰
- c. **Annual Inspections:** the Housing Authority shall inspect all dwelling units annually to ensure compliance with the National Standards for the Physical Inspection of Real Estate ("NSPIRE").²⁸¹
- d. **Special Inspections:** the Housing Authority may conduct a special inspection for any of the following reasons: housekeeping; unit condition; suspected lease violation; preventative maintenance; routine maintenance; pest control; or reasonable cause to believe an emergency exists.

2. Notice

- a. The Housing Authority shall, upon reasonable advance notification to the Tenant, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvement or repairs, or to show the dwelling unit for re-leasing. The notification shall be in writing, specify the purpose of the entry, and shall be delivered to the unit at least two (2) days before the entry.²⁸²
- b. The Housing Authority may enter the dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.²⁸³

²⁷⁹ 24 C.F.R. 966.4(i).

²⁸⁰ 24 C.F.R. 966.4(i).

²⁸¹ 24 C.F.R. 5.707.

²⁸² 24 C.F.R. 966.4(j)(1).

²⁸³ 24 C.F.R. 966.4(j)(2).

- c. If the Tenant and all adult household members are absent from the dwelling unit at the time of entry, the Housing Authority shall leave in the unit a written statement specifying the date, time, and purpose of entry prior to leaving the unit.²⁸⁴

3. **Scheduling of Inspections**

- a. Inspections will be conducted during business hours.
- b. If a Tenant needs to reschedule an inspection, they must notify the Housing Authority at least twenty four (24) hours prior to the scheduled inspection. The Housing Authority will reschedule the inspection no more than once unless the resident has a verifiable good cause to delay the inspection.

4. **Attendance of Inspections**

- a. The Tenant is only required to attend the move-in inspection. The Tenant may choose to attend or not attend any other inspection.
- b. If the Tenant and all adult household members are absent from the dwelling unit at the time of inspection, the inspector will enter the unit, conduct the inspection, and leave a copy of the inspection report in the unit.

5. **Repairs**

- a. Tenants must allow the Housing Authority access to their unit to make all required repairs.
- b. The Housing Authority shall abate any hazardous conditions within the dwelling unit within twenty-four (24) hours of discovery by the Housing Authority.
- c. The Housing Authority shall abate any non-hazardous conditions within the dwelling unit within ten (10) business days of discovery by the Housing Authority. If the Housing Authority is unable to do so due to circumstances beyond its control (e.g. required parts or services are not available, weather conditions, etc.), the Housing Authority will notify the Tenant of the estimated date of completion.

6. **Resident-Caused Damages**

- a. The Tenant shall be required to pay reasonable charges for the repair of damage (beyond normal wear and tear).²⁸⁵

²⁸⁴ 24 C.F.R. 966.4(j)(3).

²⁸⁵ 24 C.F.R. 966.4(f)(10).

- b. The Housing Authority may terminate the lease if any part of the unit is destroyed, defaced, or removed.²⁸⁶

7. **Housekeeping**

- a. The Tenant must maintain the dwelling unit in accordance with applicable housekeeping standards. The Tenant shall not allow conditions that encourage infestation, cause damage to the dwelling unit, or otherwise jeopardize the health and safety of other tenants. The Tenant shall not tamper with any smoke detectors.
- b. The Housing Authority may terminate the lease if the Tenant fails to maintain the dwelling unit in a clean and safe condition or to properly dispose of all waste in a sanitary and safe manner.²⁸⁷
- c. The Housing Authority will conduct re-inspections as necessary to determine whether housekeeping violation(s) have been abated.

²⁸⁶ 24 C.F.R. 966.4(l)(2)(i)(B); 24 C.F.R. 966.4(f)(9).

²⁸⁷ 24 C.F.R. 966.4(l)(2)(i)(B); 24 C.F.R. 966.4(f)(6),(7).

XV. RULES AND REGULATIONS

1. **House Rules**. Tenants shall abide by the Housing Authority's House Rules. The House Rules are attached to the Residential Housing Lease and are incorporated therein by reference. The House Rules also constitute rules and regulations of the Housing Authority, which must be followed. Tenants may be evicted for failing to abide by the House Rules.
2. **Pet Policy**. Tenants shall abide by the Housing Authority's Pet Policy. The Pet Policy is attached to the Residential Housing Lease and is incorporated therein by reference. The Pet Policy also constitutes rules and regulations of the Housing Authority, which must be followed. Tenants may be evicted for failing to abide by the Pet Policy.
3. **Smoke-Free Policy**. Tenants shall abide by the Housing Authority's Smoke-Free Policy. The Smoke-Free Policy is attached to the Residential Housing Lease and is incorporated therein by reference. The Smoke-Free Policy also constitutes rules and regulations of the Housing Authority, which must be followed. Tenants may be evicted for failing to abide by the Smoke-Free Policy.
4. **Grievance Procedure**. Tenant grievances and hearing requests shall be handled in accordance with the Housing Authority's Grievance Procedure, which is attached to the Residential Housing Lease and incorporated therein by reference.
5. **Amendments**. The Housing Authority may revise any Rules and Regulations required to be incorporated into the Residential Housing Lease by reference from time to time, subject to a thirty (30) day notice and comment period.²⁸⁸

²⁸⁸ 24 C.F.R. 966.5.

XVI. VIOLENCE AGAINST WOMEN ACT

The Violence Against Women Act (“VAWA”) protects applicants and tenants who have been victimized by domestic violence, dating violence, sexual assault, and/or stalking, regardless of sex, gender identity, or sexual orientation.²⁸⁹

The Housing Authority shall provide each of its applicants and tenants with a Notice of Occupancy Rights under VAWA and a certification form to be completed by the victim to document an incident of domestic violence, dating violence, sexual assault or stalking.²⁹⁰

Victims of domestic violence, dating violence, sexual assault or stalking may be required to provide documentation of victim status.²⁹¹ Victims of domestic violence may optionally certify their victim status (utilizing HUD form 5382), which includes naming their abusers, if known and safe to provide, to qualify for these protections.²⁹²

Current residents who are victims of domestic violence, dating violence, sexual assault or stalking may request an emergency transfer to another unit.²⁹³ The Housing Authority has an Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.²⁹⁴ Victims may fill out the Emergency Transfer Request form for the Housing Authority when making the request for the transfer (utilizing Form HUD-5383).

²⁸⁹ 24 C.F.R. 5.2001(a).

²⁹⁰ 24 C.F.R. 5.2005(a).

²⁹¹ 24 C.F.R. 5.2007(a).

²⁹² 24 C.F.R. 5.2005(a).

²⁹³ 24 C.F.R. 5.2005(e)(2).

²⁹⁴ 24 C.F.R. 5.2005(e).

XVII. TRANSFERS

1. Transfer Requests

- a. All requests to transfer from one dwelling unit to another must be in writing, on the form prescribed by the Housing Authority, and must stipulate the basis for making the request. Requests will be considered in the order in which they are received. Transfers will take priority over waiting list admissions.
- b. Transfers shall be approved or denied by the Executive Director or his/her designee. For all approved transfers, a transfer agreement must be executed by the Tenant. All expenses associated with transferring will be the Tenant's responsibility, except as indicated herein. When the Tenant transfers to a new unit, the Housing Authority will also transfer their security deposit to the new unit. The resident will be billed for any maintenance or others charges due for the old unit.

2. Types of Transfers

- a. **Emergency Transfer:** this type of transfer may be granted if maintenance conditions in the dwelling unit pose an immediate threat to health and/or safety or if the Tenant is a victim of domestic violence, dating violence, sexual assault or stalking and qualifies for protection under the Emergency Transfer Plan.
 - i. If a transfer is necessary because of maintenance conditions and an appropriate unit is not immediately available, the Housing Authority will arrange for temporary lodging at a hotel or similar location.
 - ii. If the conditions that required the transfer cannot be repaired, or the condition cannot be repaired in a reasonable amount of time, the Housing Authority will transfer the Tenant to the first available and appropriate unit after the temporary relocation.
 - iii. Emergency transfers that arise due to maintenance conditions are mandatory for the Tenant.
 - iv. To the extent allowable by HUD, the Housing Authority will cover all reasonable transfer expenses incurred due to maintenance conditions.
- b. **Health-Based Transfers:** this type of transfer may be granted to alleviate serious or life-threatening verified medical problems, to accommodate verified disabilities, or when the Tenant faces a verified threat of physical harm or criminal activity.
 - i. Tenants may be required to provide documentation establishing the basis for the transfer.
 - ii. Transfers for reasons of health are optional for the Tenant.

- iii. To the extent allowable by HUD, the Housing Authority will cover all reasonable transfer expenses incurred for a reasonable accommodation.
 - c. **Housing Authority Initiated Transfers:** this type of transfer may be required in order to make an accessible unit available for a disabled individual or to enable demolition, disposition, revitalization or rehabilitation of the dwelling unit or other reasons permitted by law.
 - i. Housing Authority initiated transfers are mandatory for the Tenant.
 - ii. To the extent allowable by HUD, the Housing Authority will cover all reasonable transfer expenses incurred due to a Housing Authority initiated transfer.
 - d. **Occupancy Standards Based Transfers:** this type of transfer may be initiated by the Housing Authority or requested by the Tenant when the family size has changed and is now too large (over-crowded) or too small (over-housed) for the unit occupied.
 - i. Determination of the correct sized apartment shall be in accordance with the Housing Authority's occupancy guidelines.
 - ii. The Housing Authority may elect not to transfer an over-housed family in order to prevent vacancies.
 - iii. The Tenant may be required to pay for transfer expenses.
 - e. **Convenience Transfers:** this type of transfer may be requested if the Tenant is in good standing with the Housing Authority and does not have a pattern of late payments or a history of housekeeping violations or property damage.
 - i. Convenience transfers are at the discretion of the Housing Authority.
 - ii. The Tenant will be required to pay for transfer expenses.
3. **Prioritization of Transfers**
- a. Transfers will be prioritized in the following order: (1) emergency transfers; (2) health-based transfers; (3) Housing Authority initiated transfers; (4) transfers for tenants over-crowded by two or more bedrooms; (5) transfers for tenants over-housed by two or more bedrooms; (6) transfers for tenants who are over-crowded by one bedroom; (7) transfers for tenants who are over-housed by one bedroom; and (8) convenience transfers.
 - b. Within each priority type, transfers will be ranked by the date that the basis for the

request is verified by the Housing Authority. The Housing Authority reserves the right to immediately transfer any Tenant who has misrepresented family circumstances or composition, and the Tenant will be charged for the expenses associated with convenience transfers.

4. **Splitting Up Households**

- a. If a family determines to split and/or live separately, such as in the case of a divorce, children becoming adults, or family members otherwise desiring to live in their own unit, the situation shall not be treated as a transfer unless the family would be over-crowded in the largest bedroom size unit existing in the project.
 - i. If the family would be over-crowded in even the largest bedroom size unit existing at the Housing Authority, then the adult household member seeking removal from the household will be treated as a transfer due to an existing violation of the Admissions and Continued Occupancy Policy and potential violation of the local housing, fire, and health codes.
 - ii. In all other situations, the family member desiring to live in his/her own Housing Authority unit must submit an application for housing, if the waiting list is open. Upon approval of the application, the applicant will be added to the waiting list. The applicant will be offered a unit when one becomes available, based on his/her placement on the waiting list. If the waiting list is not open, then the family member can either stay in their current unit or move into non-Housing Authority housing.

5. **Transfer Procedures**

- a. Tenants will receive one offer of a transfer. When the transfer is required by the Housing Authority, the refusal of that offer without good cause will result in lease termination. When the transfer has been requested by the Tenant, the refusal of that offer without good cause will result in removal from the transfer list. In such cases, the family must wait six months to reapply for another transfer.
- b. Good cause for unit refusals must be supported by appropriate documentation and demonstrated to the satisfaction of the Housing Authority. Examples of good cause for refusal of a unit offer include, but are not limited to, the following:
 - i. Accepting the unit offer will require an adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.
 - ii. 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, risk assessments related to

witness protection from a law enforcement agency, or documentation of domestic violence, sexual assault, dating violence, or stalking. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.

- iii. A health professional verifies that a household member was temporarily hospitalized or recovering from an illness or injury.
 - iv. The unit is inappropriate for the Tenant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a thirty (30) day notice to move.
 - v. The unit has lead-based paint and the family includes children under the age of six.
- c. When a family transfers to another dwelling unit, the existing lease will be cancelled and a new lease will be executed for the new unit.
 - d. The reexamination date will be changed to the first of the month in which the transfer took place.

6. **Rights**

- a. These provisions are to be used as a guide to ensure fair and impartial means of assigning units for transfers. This policy shall not create a property right or any other type of right for a tenant to transfer or refuse transfer.

XVIII. LEASE TERMINATION AND EVICTIONS

1. All lease terminations and evictions will be processed in accordance with the Housing Authority's current Residential Housing Lease and Grievance Procedure.
2. The Residential Housing Lease may not cover every specific situation that warrants a lease termination; therefore, for good cause, the Housing Authority may terminate a lease for reasons that are not specifically listed in the Residential Housing Lease.

XIX. CLOSING AND PURGING FILES

The Housing Authority shall purge inactive files in accordance with the Housing Authority's Record Retention and Disposition Policy, which incorporates the State of New Jersey's current Municipal Housing and Development Records Retention and Disposition Schedule.