

Housing Authority of the City of Linden

Admissions and Continued Occupancy Policy

Adopted: _____
Resolution: _____

Table of Contents

I. INTRODUCTION	1
1. Mission Statement.....	1
2. Purpose of Policy	1
3. Objectives	1
4. Outreach.....	1
5. Privacy Rights.....	2
II. DEFINITIONS	3
III. FAIR HOUSING AND EQUAL OPPORTUNITY	16
1. Anti-Discrimination Policy.....	16
2. Reasonable Accommodations.....	17
3. Anti-Harassment Policy.....	18
4. Anti-Sexual Harassment Policy.....	18
5. Filing a Complaint	18
6. Anti-Retaliation.....	19
IV. DECONCENTRATION	20
V. ELIGIBILITY	21
VI. APPLICATION PROCESS	27
1. How to Apply.....	27
2. Opening/Closing the Waiting List	27
3. Ineligibility.....	27
4. Waiting List Placement.....	27
5. Waiting List Organization.....	28
6. Reporting Requirements	28
7. Updating and Purging the Waiting List	29
8. Removal from the Waiting List	29
VII. SELECTION PROCESS	30
1. General.....	30
2. Preferences	30
3. Income Targeting	30
4. Order of Selection	31
5. Notification of Selection	32
6. Application Interview	32
7. Final Eligibility Determination	33
VIII. VERIFICATION PROCESS	35
1. Requirements for Acceptable Documents	35
2. File Documentation.....	35
3. Family Information	35
4. Income and Assets	38

5.	Mandatory Deductions.....	40
IX.	DENIAL OF ADMISSION	43
X.	OCCUPANCY GUIDELINES.....	47
1.	General Standards	47
2.	Exceptions.....	47
3.	Unit Offers	48
4.	Accessible Units.....	48
5.	Refusals of Unit Offers	49
6.	Elevated Blood Lead Levels	50
XI.	DETERMINATION OF RENT.....	51
1.	Income-Based Rent.....	51
2.	Flat Rent.....	52
3.	Choice of Rent	52
4.	Minimum Rent.....	53
5.	Mixed Families	54
XII.	LEASING PROCESS	56
1.	Orientation	56
2.	Lease Execution	56
3.	Lease Amendments	56
4.	Special Charges.....	57
5.	Security Deposits	57
6.	Rent Payments	58
7.	Repayment Agreements	59
XIII.	RE-EXAMINATIONS.....	61
1.	General Procedures	61
2.	Streamlined Income Determinations.....	62
3.	Regular Reexaminations (Income-Based Rent).....	63
4.	Regular Reexaminations (Flat Rents)	63
5.	Interim Reexaminations	64
6.	Recalculating Tenant Rent.....	66
7.	Over-Income Limits.....	67
8.	Community Service and Economic Self-Sufficiency Requirements	69
XIV.	INSPECTIONS.....	73
1.	Types of Inspections	73
2.	Notice.....	73
3.	Scheduling of Inspections	74
4.	Attendance of Inspections.....	74
5.	Repairs	74
6.	Resident-Caused Damages.....	74
7.	Housekeeping.....	75

XV. RULES AND REGULATIONS	76
1. House Rules	76
2. Pet Policy	76
3. Smoke-Free Policy	76
4. Grievance Procedure	76
5. Amendments	76
XVI. VIOLENCE AGAINST WOMEN ACT	77
XVII. TRANSFERS	78
1. Transfer Requests	78
2. Types of Transfers	78
3. Prioritization of Transfers	79
4. Splitting Up Households	80
5. Transfer Procedures	80
6. Rights	81
XVIII. LEASE TERMINATION AND EVICTIONS	82
XIX. CLOSING AND PURGING FILES	83

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 Each applicant, tenant, and adult household member, shall be required to sign consent form(s) authorizing HUD and/or the Housing Authority to request income information from specific third parties.³

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; Form HUD-9886.

II. DEFINITIONS

1. Adjusted Income: 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) any additional deductions established by the Housing Authority.⁴

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.⁵
4. Annual Income: 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.⁶
5. Applicant: an individual or family that seeks admission to the public housing program.⁷
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.⁸

⁴ 24 C.F.R. 5.611.

⁵ 24 C.F.R. 960.102(b).

⁶ 24 C.F.R. 5.609.

⁷ 24 C.F.R. 5.214.

⁸ 24 C.F.R. 5.2003.

7. Child: a member of the family, other than the head of household or spouse, who is under eighteen (18) years of age.⁹
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.¹⁰
9. Citizen: a citizen or national of the United States of America.¹¹
10. Common Household Pet: the definition established by the Housing Authority and set forth in its Pet Policy.¹²
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.¹³
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 SWICAs¹⁴; 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.¹⁵
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

⁹ 24 C.F.R. 5.504.

¹⁰ 24 C.F.R. 5.603(b).

¹¹ 24 C.F.R. 5.504.

¹² See 24 C.F.R. 5.306.

¹³ 24 C.F.R. 960.601(b).

¹⁴ *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.

¹⁵ 24 C.F.R. 5.214.

individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current.¹⁶

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.¹⁷
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.¹⁸
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.¹⁹
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.²⁰
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.²¹
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.²²
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

¹⁶ 24 C.F.R. 5.853(b).

¹⁷ 24 C.F.R. 5.2003.

¹⁸ 24 C.F.R. 5.603(b).

¹⁹ 24 C.F.R. 5.603(b).

²⁰ 24 C.F.R. 5.603(b).

²¹ 24 C.F.R. 5.403.

²² 24 C.F.R. 5.403.

against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.²³

21. Drug: a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).²⁴
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.²⁵
23. Earned Income: 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 as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.²⁶
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.²⁷
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.²⁸
26. Elderly Person: an individual who is at least 62 years of age.²⁹
27. Eligible Families: low-income families who are eligible for admission to the public housing program.³⁰
28. Employer Identification Number (EIN): the nine-digit taxpayer identifying number that is assigned to an individual, trust, estate, partnership, association, company, or corporation.³¹

²³ 24 C.F.R. 5.2003.

²⁴ 24 C.F.R. 5.100.

²⁵ 24 C.F.R. 5.100.

²⁶ 24 C.F.R. 5.100.

²⁷ 24 C.F.R. 5.603(b).

²⁸ 24 C.F.R. 5.403.

²⁹ 24 C.F.R. 5.100.

³⁰ 24 C.F.R. 960.102(b).

³¹ 24 C.F.R. 5.214.

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.³²
30. Evidence of Citizenship or Eligible Status: the documents that must be submitted to establish citizenship or eligible immigration status.³³
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.³⁴
32. Family: 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 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 (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.³⁵
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 515.³⁶
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,

³² 24 C.F.R. 5.603(b).

³³ 24 C.F.R. 5.504.

³⁴ 24 C.F.R. 5.100.

³⁵ 24 C.F.R. 5.403.

³⁶ 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 COLA³⁷ or current rate of interest.³⁸

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.³⁹
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.⁴⁰
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.⁴¹
38. Full-Time Student: a person who is attending school or vocational training on a full-time basis.⁴²
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.⁴³
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.⁴⁴
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.⁴⁵

³⁷ COLA: Cost of Living Adjustment.

³⁸ 24 C.F.R. 960.257(c)(2).

³⁹ See 24 C.F.R. 960.253(b).

⁴⁰ 24 C.F.R. 5.603(b).

⁴¹ 24 C.F.R. 5.603(b).

⁴² 24 C.F.R. 5.603(b).

⁴³ 24 C.F.R. 5.100.

⁴⁴ 24 C.F.R. 966.53(a).

⁴⁵ 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.⁴⁶
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.⁴⁷
44. Household: the family and the Housing Authority-approved live-in aide.⁴⁸
45. Housing Authority: the Housing Authority of the City of Linden.
46. HUD: the United States Department of Housing and Urban Development.
47. 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.⁴⁹
48. 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.⁵⁰
49. 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.⁵¹
50. 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.⁵²
51. 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,

⁴⁶ 24 C.F.R. 5.504.

⁴⁷ 24 C.F.R. 5.603(b).

⁴⁸ 24 C.F.R. 5.100.

⁴⁹ 24 C.F.R. 5.615.

⁵⁰ See 24 C.F.R. 960.253(c).

⁵¹ 24 C.F.R. 5.603(b).

⁵² 24 C.F.R. 5.2003.

sex, source of lawful income or source of lawful rent payment, and any other characteristic protected by law.⁵³

52. 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.⁵⁴
53. 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.⁵⁵
54. Minimum Rent: the minimum monthly tenant rent, as established by the Housing Authority and subject to the HUD limit of \$50.00 per month.⁵⁶
55. Minor: a member of the family, other than the head of household or spouse, who is under eighteen (18) years of age.⁵⁷
56. Mixed Family: a family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.⁵⁸
57. 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.⁵⁹
58. Monthly Adjusted Income: one twelfth of adjusted income.⁶⁰
59. Monthly Income: one twelfth of annual income.⁶¹
60. 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.⁶²

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

⁵⁴ 24 C.F.R. 5.403.

⁵⁵ 24 C.F.R. 5.603(b).

⁵⁶ 24 C.F.R. 5.630(a).

⁵⁷ 24 C.F.R. 5.603(b).

⁵⁸ 24 C.F.R. 5.504.

⁵⁹ 24 C.F.R. 960.102(b).

⁶⁰ 24 C.F.R. 5.603(b).

⁶¹ 24 C.F.R. 5.603(b).

⁶² 24 C.F.R. 5.504.

61. Near Elderly: an individual who is between fifty (50) and sixty-one (61) years of age.
62. 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.⁶³
63. 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.⁶⁴
64. Noncitizen: a person who is neither a citizen nor national of the United States.⁶⁵
65. 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.⁶⁶
66. 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.⁶⁷
67. Over-Income Family: a family whose income exceeds the applicable over-income limit.⁶⁸
68. Over-Income Limit: a limitation that is determined by multiplying the applicable income limit for a very low-income family by a factor of 2.4.⁶⁹
69. Person with a Disability:

⁶³ 24 C.F.R. 5.403.

⁶⁴ 24 C.F.R. 5.603(b).

⁶⁵ 24 C.F.R. 5.504.

⁶⁶ 24 C.F.R. 960.102(b).

⁶⁷ 24 C.F.R. 5.100.

⁶⁸ 24 C.F.R. 960.102(b).

⁶⁹ 24 C.F.R. 960.102(b).

- 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.⁷⁰
 - 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.⁷¹
 - 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.⁷²
70. Premises: the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.⁷³
71. 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.
72. Residency Preference: a preference for admission of persons who reside in a specified geographic area.⁷⁴
73. 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.⁷⁵

⁷⁰ 24 C.F.R. 5.403.

⁷¹ 24 C.F.R. 5.403; 24 C.F.R. 8.3.

⁷² N.J.S.A. 10:5-5(q).

⁷³ 24 C.F.R. 5.100.

⁷⁴ 24 C.F.R. 960.102(b).

⁷⁵ See HUD Notice PIH-2017-12.

74. 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.⁷⁶
75. Sexual Assault: any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.⁷⁷
76. Sexual Orientation: an emotional or physical attraction to the same and/or opposite sex (e.g., bisexuality, heterosexuality, or homosexuality).⁷⁸
77. 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.⁷⁹
78. Spouse: the marriage partner of the head of household.
79. 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.⁸⁰
80. 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.⁸¹
81. Tenant: an individual or a family renting or occupying an assisted dwelling unit.⁸²
82. Tenant Rent: the amount payable monthly by the family as rent to the Housing Authority.⁸³
83. 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.⁸⁴

⁷⁶ 24 C.F.R. 5.603(b).

⁷⁷ 24 C.F.R. 5.2003.

⁷⁸ 24 C.F.R. 5.100.

⁷⁹ 24 C.F.R. 5.214.

⁸⁰ 24 C.F.R. 5.2003.

⁸¹ 24 C.F.R. 5.214.

⁸² 24 C.F.R. 5.504.

⁸³ 24 C.F.R. 5.603(b).

⁸⁴ 24 C.F.R. 5.628(a).

84. Unearned Income: any income that is not earned income.⁸⁵
85. Utilities: includes heat, electricity, gas, hot and cold water, sewage services, and trash collection, but excludes telephone and internet services.
86. 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.⁸⁶
87. 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.⁸⁷
88. 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.⁸⁸
89. 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.
90. 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.⁸⁹
91. 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).⁹⁰
92. 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.

⁸⁵ 24 C.F.R. 5.100.

⁸⁶ 24 C.F.R. 5.603(b).

⁸⁷ 24 C.F.R. 5.603(b).

⁸⁸ 24 C.F.R. 5.603(b).

⁸⁹ 24 C.F.R. 5.100.

⁹⁰ 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.⁹¹ 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.⁹²

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.

⁹¹ 24 C.F.R. 903.2(a).

⁹² 24 C.F.R. 903.2(b)(1).

V. ELIGIBILITY

1. Applicants must meet the definition of an Elderly Family or a Disabled Family.⁹³
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. Applicants must have net family assets that do not exceed \$100,000.00 (subject to annual adjustment by HUD).⁹⁴
 - 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).⁹⁵
5. 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.⁹⁶
 - 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.⁹⁷
 - b. The Housing Authority may accept a certification from the family that it does not have any present ownership interest in any real property.⁹⁸
 - c. This restriction shall not apply to a person who is a victim of domestic violence, dating violence, sexual assault, or stalking.⁹⁹
6. At the time of admission, applicant families must have an annual income which is within HUD's published low-income limit.¹⁰⁰

⁹³ 24 C.F.R. 945.101 et seq.

⁹⁴ 24 C.F.R. 5.618(a)(1)(i).

⁹⁵ 24 C.F.R. 5.618(b)(1).

⁹⁶ 24 C.F.R. 5.618(a)(1)(ii).

⁹⁷ 24 C.F.R. 5.618(a)(2).

⁹⁸ 24 C.F.R. 5.618(b)(2).

⁹⁹ 24 C.F.R. 5.618(a)(1)(ii)(C).

¹⁰⁰ 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.¹⁰¹
- 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.¹⁰²
 - 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.¹⁰³
 - 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.¹⁰⁴
 - 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.¹⁰⁵
 - 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.¹⁰⁶
 - d. The Housing Authority shall perform primary verification of eligible immigration status using the Systematic Alien Verification for Entitlements ("SAVE") system.¹⁰⁷ If SAVE does not confirm eligible immigration status, the Housing Authority shall request that U.S. Citizenship and Immigration Services ("USCIS") perform a manual records search.¹⁰⁸

¹⁰¹ 24 C.F.R. 5.506(b).

¹⁰² 24 C.F.R. 5.508(b)(1).

¹⁰³ 24 C.F.R. 5.508(b)(2).

¹⁰⁴ 24 C.F.R. 5.508(b)(3).

¹⁰⁵ 24 C.F.R. 5.508(c).

¹⁰⁶ 24 C.F.R. 5.508(d).

¹⁰⁷ 24 C.F.R. 5.512(c)(1).

¹⁰⁸ 24 C.F.R. 5.512(d).

- e. Families that include eligible and ineligible individuals are considered mixed families and may request prorated assistance based on the HUD formula.¹⁰⁹
 - 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.¹¹⁰
 - 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.¹¹¹
 - 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.¹¹²
 - 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.¹¹³
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.¹¹⁴
- a. These requirements do not apply to noncitizens who do not contend eligible immigration status.¹¹⁵
 - 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.¹¹⁶
 - c. Families that do not meet the SSN disclosure, documentation, and verification requirements shall be denied assistance.¹¹⁷

¹⁰⁹ 24 C.F.R. 5.520(a),(d).

¹¹⁰ 24 C.F.R. 5.514(c).

¹¹¹ 24 C.F.R. 5.514(d)(1)-(5).

¹¹² 24 C.F.R. 5.514(d)(6).

¹¹³ 24 C.F.R. 5.514(d)(5).

¹¹⁴ 24 C.F.R. 5.216(b),(g).

¹¹⁵ 24 C.F.R. 5.216(a).

¹¹⁶ 24 C.F.R. 5.216(e)(2).

¹¹⁷ 24 C.F.R. 5.218(a).

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.¹¹⁸ Families that fail to complete the required consent forms shall be denied assistance.¹¹⁹
10. Applicants must be found suitable for tenancy after completing the Housing Authority's screening procedures.¹²⁰
 - 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.¹²¹
 - 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. A record of arrest(s) will not be used as the basis for the denial or proof that the applicant engaged in disqualifying activity.

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

¹¹⁹ 24 C.F.R. 5.232(a).

¹²⁰ 24 C.F.R. 960.203(c).

¹²¹ 24 C.F.R. 960.203(c).

- 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.¹²²
- 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.¹²³
 - 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.¹²⁴
 - 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.¹²⁵
 - 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

¹²² See 42 U.S.C. 1437d(q); 24 C.F.R. 5.901 et seq.

¹²³ N.J.S.A. 46:8-56(a).

¹²⁴ N.J.S.A. 46:8-56(b).

¹²⁵ N.J.S.A. 46:8-56(c)(1).

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.¹²⁶

- 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.¹²⁷ In addition, the Housing Authority shall provide a copy of the criminal record(s) it has relied upon.¹²⁸

- d. The Housing Authority will use the Dru Sjodin National Sex Offender database to screen all household members.¹²⁹

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

¹²⁶ N.J.S.A. 46:8-56(c)(3).

¹²⁷ N.J.S.A. 46:8-56(c)(2).

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

¹²⁹ 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.¹³⁰ The Housing Authority shall conduct an informal hearing within a reasonable time after a request is made.¹³¹

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

¹³⁰ 24 C.F.R. 960.208(a).

¹³¹ 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.¹³² 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.

¹³² 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.¹³³ The Housing Authority shall conduct an informal hearing within a reasonable time after a request is made.¹³⁴

¹³³ 24 C.F.R. 960.208(a).

¹³⁴ 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.¹³⁵

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.¹³⁶
 - 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.¹³⁷ The Housing Authority may limit the number of applicants that qualify for a given preference.¹³⁸
 - 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.¹³⁹ Preferences will not have the purpose or effect of delaying or otherwise denying admission to the program based on any legally protected characteristic.

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.¹⁴⁰
- 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

¹³⁵ 24 C.F.R. 960.202(c).

¹³⁶ 24 C.F.R. 960.202(b)(1)(iii).

¹³⁷ 24 C.F.R. 960.206(a)(4).

¹³⁸ 24 C.F.R. 960.206(a)(2).

¹³⁹ 24 C.F.R. 960.206(a)(3).

¹⁴⁰ 24 C.F.R. 960.202(b)(1).

against the basic targeting requirement for the Public Housing program for the same fiscal year.¹⁴¹

- 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.¹⁴²
- 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.¹⁴³
- 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.¹⁴⁴ The Housing Authority will offer the unit 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.¹⁴⁵

¹⁴¹ 24 C.F.R. 960.202(b)(2).

¹⁴² 24 C.F.R. 960.202(b)(2).

¹⁴³ See 24 C.F.R. 960.206(e).

¹⁴⁴ 24 C.F.R. 960.206(c).

¹⁴⁵ See 24 C.F.R. 960.206(a)(3).

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 date, time, and location of the scheduled application interview, including 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 respond 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 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.¹⁴⁶ 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.¹⁴⁷

¹⁴⁶ 24 C.F.R. 960.208(b).

¹⁴⁷ 24 C.F.R. 960.208(a).

VIII. VERIFICATION PROCESS

1. Requirements for Acceptable Documents

- a. The Housing Authority may request any documentation needed to determine eligibility or to calculate rent.
- b. 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.¹⁴⁸ Printouts from web pages may be considered original documents.
- c. 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.
- d. 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

¹⁴⁸ See HUD Notice PIH-2018-24.

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.¹⁴⁹
- 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.¹⁵⁰
 - 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.¹⁵¹
 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).¹⁵²
 - 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 request or at the time of processing the interim reexamination or

¹⁴⁹ 24 C.F.R. 5.216(e)(1).

¹⁵⁰ 24 C.F.R. 5.216(g).

¹⁵¹ 24 C.F.R. 5.216(e)(2).

¹⁵² See 24 C.F.R. 5.216(e)(2).

recertification of family composition that includes the new member.¹⁵³ The Housing Authority may not add the new household member until such documentation is provided.

- v. Once an individual's status is classified as "verified" in HUD's EIV system, the Housing Authority may remove and destroy copies of documentation accepted as evidence of social security numbers.¹⁵⁴
- 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.

¹⁵³ 24 C.F.R. 5.216(e)(2).

¹⁵⁴ HUD Notice PIH-2018-24.

- 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.¹⁵⁵
- h. The Housing Authority must verify any preferences claimed by an applicant that determine his or her placement on the waiting list.¹⁵⁶

4. **Income and Assets**

- a. The Housing Authority shall use the Enterprise Income Verification ("EIV") system, including the Income Validation Tool ("IVT") Report, the Former Tenant Report, and the Existing Tenant Report, to verify income. Copies of these reports shall be retained for the file.¹⁵⁷
 - i. EIV is not available for verifying applicant income.¹⁵⁸
- 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.¹⁵⁹ 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.¹⁶⁰ 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.¹⁶¹
 - 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 declaration.
- 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.

¹⁵⁵ See 24 C.F.R. 5.508(b)(1).

¹⁵⁶ See 24 C.F.R. 960.206(a)(4).

¹⁵⁷ HUD Notice PIH-2018-18.

¹⁵⁸ HUD Notice PIH-2018-18.

¹⁵⁹ 24 C.F.R. 960.259(c)(1).

¹⁶⁰ 24 C.F.R. 960.259(c)(2).

¹⁶¹ 24 C.F.R. 960.259(c)(1); HUD Notice PIH-2018-18.

¹⁶² HUD Notice PIH-2018-18.

- 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 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.¹⁶³
- 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.

¹⁶³ HUD Notice PIH-2018-18.

- 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.¹⁶⁴
 - b. Any household member has been evicted from federally-assisted housing in the past three (3) years for drug-related criminal activity.¹⁶⁵ 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.¹⁶⁶
 - c. Any household member is currently engaged in the use of illegal drugs.¹⁶⁷
 - 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.¹⁶⁸
 - 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.¹⁶⁹
 - 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.¹⁷⁰

¹⁶⁴ 24 C.F.R. 960.201(a)(1).

¹⁶⁵ 24 C.F.R. 960.204(a)(1).

¹⁶⁶ 24 C.F.R. 960.204(a)(1).

¹⁶⁷ 24 C.F.R. 960.204(a)(2).

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

¹⁶⁹ 24 C.F.R. 960.204(a)(3).

¹⁷⁰ 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.¹⁷¹
 - h. The family has a pattern of unsuitable past performance in meeting financial obligations, including rent, within the past five years.¹⁷²
 - 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.¹⁷³
 - 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,

¹⁷¹ 24 C.F.R. 960.204(a)(4).

¹⁷² See 24 C.F.R. 960.203(c)(1).

¹⁷³ 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.¹⁷⁴ In addition, the Housing Authority shall provide a copy of the criminal record it has relied upon.¹⁷⁵
 - 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

¹⁷⁴ N.J.S.A. 46:8-56(c)(2).

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

informal hearing on such determination.¹⁷⁶ The Housing Authority shall conduct an informal hearing within a reasonable time after a request is made.¹⁷⁷

- 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.

¹⁷⁶ 24 C.F.R. 960.208(a).

¹⁷⁷ 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”).¹⁷⁸
 - i. In the event that any other source reports that a resident child of less than six (6) years old has an EBLL, 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.¹⁷⁹
 - ii. The Housing Authority shall report the name and address of any child having an EBLL to the public health department within five (5) business days of receiving notification from any other health care provider.¹⁸⁰
 - iii. The Housing Authority shall report each confirmed case of a child having an EBLL to the HUD Field Office and the HUD Office of Lead Hazard Control and Healthy Homes within five (5) business days.¹⁸¹
- b. The Housing Authority shall achieve reduction of any lead hazard within thirty (30) days of identification pursuant to the environmental investigation.¹⁸²
- c. The Housing Authority shall notify all building residents of any environmental investigation and/or lead hazard reduction activities.¹⁸³
- 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.¹⁸⁴
- 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.¹⁸⁵

¹⁷⁸ 24 C.F.R. 35.1130(a).

¹⁷⁹ 24 C.F.R. 35.1130(b).

¹⁸⁰ 24 C.F.R. 35.1130(e)(1).

¹⁸¹ 24 C.F.R. 35.1130(e)(2).

¹⁸² 24 C.F.R. 35.1130(c).

¹⁸³ 24 C.F.R. 35.1130(d).

¹⁸⁴ 24 C.F.R. 35.1130(e)(3).

¹⁸⁵ 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.¹⁸⁶ Income received by all family members must be counted unless specifically excluded by HUD regulations.¹⁸⁷
- 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.¹⁸⁸
- e. The income-based rent shall not exceed the Total Tenant Payment, minus any applicable utility allowance for tenant-paid utilities.¹⁸⁹ If any applicable utility allowance exceeds the Total Tenant Payment, the Housing Authority shall pay such excess amount (the utility reimbursement) to the family.¹⁹⁰ Utility reimbursements will be issued monthly.

¹⁸⁶ 24 C.F.R. 960.253(c)(1).

¹⁸⁷ See 24 C.F.R. 5.609(b).

¹⁸⁸ 24 C.F.R. 960.253(c)(2).

¹⁸⁹ 24 C.F.R. 960.253(c)(3).

¹⁹⁰ 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.¹⁹¹
- 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.¹⁹²
- 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.¹⁹³
- 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.¹⁹⁴

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.¹⁹⁵
 - i. The Housing Authority shall ensure that, regardless of the type of rent chosen, the family pays no less than the Minimum Rent.¹⁹⁶
 - ii. The Housing Authority shall ensure that Non-Public Housing Over-Income families shall pay the Alternative Non-Public Housing Rent.¹⁹⁷
 - 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.¹⁹⁸

¹⁹¹ 24 C.F.R. 960.253(b)(1).

¹⁹² 24 C.F.R. 960.253(b)(4).

¹⁹³ 24 C.F.R. 960.253(b)(5).

¹⁹⁴ 24 C.F.R. 960.253(b)(6).

¹⁹⁵ 24 C.F.R. 960.253(a)(1).

¹⁹⁶ 24 C.F.R. 960.253(a)(2).

¹⁹⁷ 24 C.F.R. 960.253(a)(3).

¹⁹⁸ 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.¹⁹⁹
 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.²⁰⁰ The Housing Authority shall use income information from the most recent reexamination and the current flat rent amount.²⁰¹
- 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.²⁰²
- c. The family's choice of rent shall be applied at the next lease renewal.²⁰³
- 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.²⁰⁴
 - 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.²⁰⁵ The Housing Authority shall make the determination within a reasonable time after the family's requests.²⁰⁶

4. **Minimum Rent**

- a. The Housing Authority shall charge a family no less than the Minimum Rent, which shall be \$50.00 per month.²⁰⁷

¹⁹⁹ 24 C.F.R. 960.253(f)(1).

²⁰⁰ 24 C.F.R. 960.253(f)(3).

²⁰¹ 24 C.F.R. 960.253(f)(3).

²⁰² 24 C.F.R. 960.253(f)(2).

²⁰³ 24 C.F.R. 960.253(f)(2).

²⁰⁴ 24 C.F.R. 960.253(g)(1).

²⁰⁵ 24 C.F.R. 960.253(g)(2).

²⁰⁶ 24 C.F.R. 960.253(g)(2).

²⁰⁷ 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.²⁰⁸
- 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.²⁰⁹
 - 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.²¹⁰
 - 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.²¹¹
 - 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.²¹²
 - 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.²¹³

5. **Mixed Families**

- a. Mixed Families that elect for prorated assistance shall pay the applicable flat rent, minus the amount of the eligible subsidy.²¹⁴

²⁰⁸ 24 C.F.R. 5.630(b)(1).

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. 5.630(b)(2).

²¹⁴ 24 C.F.R. 5.520(d)(2).

- b. The eligible subsidy is calculated using the following formula²¹⁵:
- 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.²¹⁶

²¹⁵ 24 C.F.R. 5.520(d)(1).

²¹⁶ 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.²¹⁷
- 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.²¹⁸ The family will have sixty (60) days to

²¹⁷ See 24 C.F.R. 966.4; 24 C.F.R. 966.6.

²¹⁸ 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.²¹⁹

- 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.²²⁰
- 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.²²¹

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.²²²
- b. The amount of the base security deposit will not exceed one month's rent.²²³ The amount of the total security deposit, including any applicable pet deposit, shall not exceed one- and one-half month's rent.²²⁴
- 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.²²⁵
- 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

²¹⁹ 24 C.F.R. 966.4(l)(2)(iv)(E).

²²⁰ See 24 C.F.R. 966.4(b)(4).

²²¹ 24 C.F.R. 966.5.

²²² See N.J.S.A. 46:8-19.

²²³ 24 C.F.R. 966.4(b)(5).

²²⁴ N.J.S.A. 46:8-21.2.

²²⁵ 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.²²⁶

- e. Interest shall be paid to the tenant, or credited toward the payment of rent due, on the anniversary of the tenant's lease.²²⁷
- 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.²²⁸
- 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.

²²⁶ N.J.S.A. 46:8-19(c).

²²⁷ N.J.S.A. 46:8-19(c).

²²⁸ 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.²²⁹
- 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.²³⁰
- e. In the event that a Tenant has been assessed Retroactive Rent due to unreported or underreported income, the repayment agreement shall include the following²³¹:
 - 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.

²²⁹ HUD Notice PIH-2017-12.

²³⁰ HUD Notice PIH-2017-12.

²³¹ 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. 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.
- f. 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.
- g. 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.
- h. 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.²³²

2. **Streamlined Income Determinations**

- a. The Housing Authority will apply a streamlined income determination to a family receiving Fixed Income.²³³

²³² 24 C.F.R. 960.257(a)(4).

²³³ 24 C.F.R. 960.257(c)(1).

- 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.²³⁴
- 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.²³⁵
- d. The Housing Authority shall determine the COLA based on public sources or from tenant-provided third-party documentation.²³⁶ If the COLA cannot be determined, the Housing Authority shall obtain third-party verification of the income amounts.²³⁷
- e. The Housing Authority must obtain third-party verification of all income amounts every three (3) years.²³⁸
- 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.²³⁹
- 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.

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.²⁴⁰

²³⁴ 24 C.F.R. 960.257(c)(3).

²³⁵ 24 C.F.R. 960.257(c)(3).

²³⁶ 24 C.F.R. 960.257(c)(4).

²³⁷ 24 C.F.R. 960.257(c)(4).

²³⁸ 24 C.F.R. 960.257(c)(5).

²³⁹ 24 C.F.R. 960.257(a)(1).

²⁴⁰ 24 C.F.R. 960.257(a)(2).

- 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.²⁴¹
 - 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.
 - 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.

²⁴¹ See 24 C.F.R. 960.257(b)(5).

- 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.²⁴²
- 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%.²⁴³
 - ii. The Housing Authority will not conduct an interim reexamination in the three (3) month period prior to a regular reexamination.²⁴⁴
- 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.

²⁴² 24 C.F.R. 960.257(b)(1).

²⁴³ 24 C.F.R. 960.257(b)(2),(3).

²⁴⁴ 24 C.F.R. 960.257(b)(3)(ii).

- 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.

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.
- 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

²⁴⁵ 24 C.F.R. 960.257(b)(6)(i).

²⁴⁶ 24 C.F.R. 960.257(b)(6)(ii).

- 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
- 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

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).

²⁵² 24 C.F.R. 960.507(c)(1).

²⁵³ 24 C.F.R. 960.507(c)(1).

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 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

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).

²⁵⁹ 24 C.F.R. 960.507(c)(3).

²⁶⁰ 24 C.F.R. 960.507(c)(3).

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
 - 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

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).

²⁶⁶ 24 C.F.R. 960.603(b).

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.
 - 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.

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).

- 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 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

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).

²⁷⁵ 24 C.F.R. 960.607(b)(1).

²⁷⁶ 24 C.F.R. 960.607(b)(2).

- 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

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

²⁸⁷ 24 C.F.R. 966.4(1)(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.

Housing Authority of the City of Linden

Flat Rent Policy

Adopted: _____
Resolution: _____

I. Introduction

The Housing Authority of the City of Linden (“Housing Authority”) has adopted this Flat Rent Policy, which incorporates all applicable Federal, State, and local laws and regulations governing flat rent. This Policy applies to the Housing Authority’s Public Housing program.

II. General Requirements

The Housing Authority shall establish a flat rent for each public housing unit that is no less than 80% of the applicable Fair Market Rent (“FMR”).¹ For units where utilities are tenant-paid, the Housing Authority shall adjust the flat rent downward by the amount of the utility allowance.²

The Housing Authority shall review HUD’s annual FMR publications to ensure that the flat rents do not fall below the 80% threshold. If necessary, the Housing Authority shall update its flat rents within ninety (90) days of HUD’s FMR publication.³ Updated flat rents shall be phased in to ensure that no family suffers a rent increase of more than 35%.⁴

Once a year, the Housing Authority shall give each family the opportunity to choose between flat rent and income-based rent.⁵ To ensure the family makes an informed choice, the Housing Authority shall provide information on its policies for switching the rent type due to financial hardship and the dollar amount of the rent under each rent type.⁶

Generally, the Housing Authority shall conduct a recertification at least every year if income-based rent is chosen and at least every three (3) years if flat rent is chosen.⁷

III. Amendments and Revisions

This Policy may be amended or revised from time to time by the Housing Authority’s Board of Commissioners. The Housing Authority will notify residents of all proposed amendments and/or revisions to the Policy in accordance with 24 C.F.R. 966.5.

¹ 24 C.F.R. 960.253(b)(1).

² 24 C.F.R. 960.253(b)(4).

³ 24 C.F.R. 960.253(b)(5).

⁴ 24 C.F.R. 960.253(b)(6).

⁵ 24 C.F.R. 960.253(a)(1).

⁶ 24 C.F.R. 960.253(e).

⁷ 24 C.F.R. 960.253(f).

RECEIPT OF FLAT RENT POLICY

I hereby acknowledge that I have received a copy of the **Housing Authority of the City of Linden's Flat Rent Policy**. I hereby acknowledge that I have read and understand the terms of the Flat Rent Policy.

Signature: _____

Date: _____

Printed Name: _____

FLAT RENT SCHEDULE

The following are the flat rents adopted by the Housing Authority of the City of Linden for its Public Housing program, effective :

Unit Size	Fair Market Rent	Flat Rent (Minimum 80% FMR)
Efficiency	\$1,379.00	\$1,103.20
One Bedroom	\$1,590.00	\$1,272.00
Two Bedroom	\$1,916.00	\$1,532.80
Three Bedroom	\$2,424.00	\$1,939.20
Four Bedroom	\$2,800.00	\$2,240.00

RENT CHOICE FORM

This will verify that the below representative of the Housing Authority of the City of Linden (“Housing Authority”) provided the below tenant with an explanation of rent types (i.e. income-based rent and flat rent), including recertification requirements and the Housing Authority’s policies on switching rent types due to financial hardship, and the below tenant now elects to use the following rent methodology:

Income Based Rent: _____

Flat Rent: _____

Dated: _____

Tenant (signature)

Tenant (print name)

Dated: _____

Housing Authority (signature)

Housing Authority (print name)

RESIDENTIAL HOUSING LEASE
Entered between the TENANT and the
HOUSING AUTHORITY OF THE CITY OF LINDEN

LANDLORD: **Housing Authority of the City of Linden**
 1601 Dill Avenue
 Linden, New Jersey 07036

TENANT(S): _____

DESIGNATION OF DWELLING UNIT ("Premises") LEASED TO THE TENANT:

Development: _____

Address: _____

Apartment #: _____

No. of Bedrooms: _____

The **Housing Authority of the City of Linden** (hereinafter "**Authority**" or "**Landlord**"), a body corporate organized and existing under the laws of the State of New Jersey, enters into this Dwelling Lease for the above referenced Premises in reliance upon the representations made to it by the **Tenant**, as to his/her household composition, housing needs, employment, and income of all members of the household. The Authority and the Tenant agree to lease the Premises identified above according to the following terms and conditions of this Lease. The Premises **DO NOT** include building exteriors and unit entry/exit doors, which shall remain within the possession and under the control of the Authority.

1. HOUSEHOLD COMPOSITION	1
2. LEASE/TERM OF LEASE	1
3. PAYMENTS DUE UNDER THE LEASE.....	2
4. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY	5
5. OCCUPANCY	7
6. OBLIGATIONS OF THE AUTHORITY	7
7. OBLIGATIONS OF THE TENANT	9
8. DEFECTS, HAZARDS TO LIFE, HEALTH OR SAFETY	14
9. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS	15
10. ENTRY OF PREMISES DURING TENANCY	15
11. NOTICE.....	15
12. TERMINATION OF LEASE	16
13. GRIEVANCE PROCEDURE.....	22
14. WAIVER.....	23
15. MODIFICATIONS	23
16. MISCELLANEOUS:	23
17. HOUSEKEEPING STANDARDS.....	26
18. COMMUNITY SERVICE AND SELF SUFFICIENCY	29
19. SURVIVAL.....	31
20. REGISTRATION STATEMENT	31
21. TRUTH IN RENTING STATEMENT	31
22. FEDERAL CRIME INSURANCE STATEMENT	31
23. LEAD WARNING STATEMENT	31
24. EXTENDED LEAVE OF ABSENCE FROM YOUR UNIT	31
25. VIOLENCE AGAINST WOMEN ACT PROTECTIONS	32
26. COMPLETE DOCUMENT/RECEIPT FOR ATTACHMENTS	33
TENANT’S CERTIFICATION.....	34

1. HOUSEHOLD COMPOSITION

Tenant agrees that the persons identified below are the only members of his/her household that will reside at the Premises. Each household member should be listed by age, oldest to youngest. All household members over age eighteen (18) must execute this Lease.

Names of Household Members	Relationship to Tenant	Date of Birth	Age
_____	<u>Head of Household</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Tenant agrees to immediately report to the Authority any additions to the household resulting from the birth, adoption, or court-awarded custody of a child. **Tenant agrees to request Authority approval for any other additions to the household (e.g. foster child or live-in aide).** Such approval will be granted only if the requested individual passes the Authority’s screening criteria and a unit of the appropriate size is available.

Tenant agrees to wait for the Authority’s approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the Lease, for which the Authority may terminate the Lease in accordance with Section 12 of this Lease.

Tenant agrees to immediately report to the Authority any changes in household composition resulting from any authorized household member discontinuing to reside in the Premises.

2. LEASE/TERM OF LEASE

The Authority leases the Premises described above to the Tenant for a term of one calendar year beginning on _____, _____ and is to be automatically renewable for successive periods of equal length unless the Tenant household fails to comply with community service and/or self-sufficiency requirements (as provided in Section 18 of the Lease) or the Lease is properly terminated pursuant to the terms of the Lease and the applicable Federal and State of New Jersey statutes and regulations. In the event that the Lease will be terminated because the Tenant household is over-income, the lease shall convert to a month-to-month term.

Modifications to the Lease shall be made pursuant to Section 15 of this Lease. By agreement of the parties, provisions of this Lease may be renewed by incorporation of this

document into an addendum or rider which sets forth any new or changed provisions of the Lease.

3. PAYMENTS DUE UNDER THE LEASE

Rent shall remain in effect unless adjusted by the Authority pursuant to Section 4 of this Lease. The amount of rents and payments are subject to change during the term of the Lease as determined by the Authority in accordance with regulations and requirements of the United States Department of Housing and Urban Development (“HUD”) and in accordance with the Authority’s Admissions and Continued Occupancy Policy. If this Lease is an extension of occupancy by the Tenant under a prior lease or leases with the Authority, any amount due under the prior lease or leases may be charged and collected as if the indebtedness had occurred under this Lease.

(A) Rent

If applicable, the initial rent (prorated for partial month) shall be \$ [REDACTED] and shall be paid prior to the Tenant moving in. Otherwise, rent shall be in the monthly sum of \$ [REDACTED], which shall be due and payable from the Tenant in advance on the first day of each month. Payment shall be made by money order or check payable to the Housing Authority of the City of Linden. The Authority can refuse to accept personal checks when the Authority, in their sole discretion, determines that it is warranted by the circumstances and whenever a court action has been instituted for nonpayment of rent. The Authority WILL NOT accept cash. These rents will remain in effect until adjusted in accordance with the provisions of this Lease.

(B) Security Deposit

Tenant agrees to pay a security deposit in the total amount of \$ [REDACTED], which the Tenant must pay in full on the same date that the first month’s rent is due and payable. The security deposit is made to the Authority as security that the Tenant will comply with all the terms of this Lease.

In collecting the security deposit, the Authority will comply with the Rent Security Law (N.J.S.A. 46:8-19 et seq.). This includes investing the security deposit into an insured money market fund established by an investment company based in the State of New Jersey who is registered under the “Investment Company Act of 1940” and whose shares are registered under the “Securities Act of 1933”, where the only investments of which fund are instruments maturing in one year or less OR depositing the security deposit in a state or federally chartered bank, savings bank or savings and loan association in the State of New Jersey insured by an agency of the federal government, in an account bearing a variable rate of interest, which will be established at least quarterly, which is similar to the average rate of interest on active interest-bearing money market transaction accounts paid by the bank or association, or equal to similar accounts of an investment company. The Authority

will notify, in writing, the Tenant of the placement of the deposit, including the name and address of the entity in which the money has been placed, along with the type of account the security was placed in, the current rate of interest for that account, and the amount of such deposit.

Your deposit will be placed in trust in an interest-bearing account located at _____, or in some other banking institution and account as further designated by the Authority. The balance of the interest or earnings will belong to the Tenant and will compound to the Tenant's benefit, or be credited toward the payment of rent due on the renewal or anniversary of the Tenant's Lease.

The total security deposit will not exceed one month's rent (or one and one half month's rent if a pet security deposit is collected). The security deposit may be utilized by the 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 Authority may also use the deposit to insure 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 Authority may demand that the Tenant replace the amount of the security deposit used by the Authority. The Authority will return the deposit, plus the Tenant's accrued interest, less any deductions made, within thirty (30) days of the termination of this Lease. An itemized list of deductions will be given to the Tenant at the same time.

(C) Rent Collection

Payments must be delivered to the Authority office located at **1601 Dill Avenue, Linden, New Jersey 07036. Rent will be collected on business days Monday through Friday 9:00 a.m. until 4:30 p.m.**

Payments made as rent will be applied to any outstanding balances which may include rent, utilities, maintenance, or any other balances owed.

The monthly rent that is payable by the Tenant must be paid in full; no partial payments will be accepted.

(D) Schedule of Charges

A Schedule of Charges to Tenants for maintenance and repair beyond normal wear and tear shall be posted in the on-site management office. Charges are due and payable on the date stated in the notice in which the charge is made, but not sooner than fourteen (14) days after delivery of the notice.

When the Authority determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with a Schedule of Maintenance Charges posted by the Authority or

(for work not listed on a Schedule of Maintenance Charges) based on the actual cost to the Authority for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.

(E) Late Charges

All rent not received in full by the 10th of the month will be deemed delinquent and will be assessed a late charge of \$25.00. This provision does not create a “grace period”. Rent shall remain due no later than the 1st of each month, and rent paid after the 1st will be considered late.

(F) Attorney, Court, and Eviction Costs

Tenant will be charged a fee to cover costs and/or reasonable attorney's fees whenever the Authority incurs costs and attorney fees in connection with legal proceedings in which the Tenant does not prevail in the court action.

In the event of an eviction, the Tenant gives the Authority permission to remove from the Premises and then from the public way any personal property left in the Premises, and to store or to dispose of such property as permitted by law. The Tenant agrees that the Tenant will be responsible for the actual costs for removing any personal property from the Premises, and any other costs directly associated with the eviction. The procedure and time of notification for the Authority's removal of personal property are set forth in Section 12(K)(2) of this Lease.

In the event of the Tenant's eviction or the termination of the tenancy, the Tenant will remain liable for the back payment of rent and costs due to the Authority through date of termination of the tenancy, eviction, removal of Tenant's personal property from the Leased Premises and disposal of Tenant's personal property, if applicable.

(G) Utilities

The Authority will furnish without additional charge the following: heat, electricity, gas, and hot and cold water. Utilities are to be furnished to at least the extent required by local custom and usage, and local and State law. Electricity is that utilized by standard electrical appliances. The Authority is not responsible for the failure to furnish such utilities if the cause is beyond the control of the Authority.

Tenant agrees not to waste the utilities provided by the Authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance or Authority rules restricting or prohibiting the use of space heaters in multi-dwelling units.

Tenant shall be charged for excess utilities used by the Tenant, including utilities used by certain appliances and devices supplied by the Tenant. Tenant must first seek the Authority's approval before installing or using major appliances supplied by the Tenant in the Premises. A schedule of charges, along with a list of appliances defined as additional major appliances, will be attached to this Lease, and incorporated herein, as well as posted in the Authority office.

(H) Bad Checks

Tenant shall pay the Authority any bank charges for each check which is dishonored for any reason. Current bank charges are posted in the Authority office.

(I) Additional Rent

All charges due under this Lease, including but not limited to late fees, attorneys fees, court costs, returned check fees, additional utility costs, and charges for maintenance and repair beyond normal wear and tear are considered additional rent for purposes of an eviction case for nonpayment of rent, if allowable by law for the particular action.

4. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY

Tenant agrees to report to the Authority, any changes in income of Tenant or household members. The Tenant agrees to report any such changes in household composition or income to the Authority in writing within ten (10) days of the occurrence of such change, and once each year when requested by the Authority for recertification. This includes supplying to the Authority, when requested, accurate information about household composition, demographics, income, sources of income, assets, and related information necessary to determine eligibility, annual income, and adjusted income. This information shall be used by the Authority in determining whether the rent should be changed and whether Tenant is still eligible for low rent housing or the particular dwelling unit.

Failure of the Tenant to supply accurate information when requested is a serious violation of the terms of the Lease, and the Authority may terminate the Lease for that reason. All information must be verified. Tenant agrees to comply with the Authority's requests for verification by signing any releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.

The Authority shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section.

(A) Rent fixed in Section 3 of this Lease or as adjusted pursuant to the above will remain in effect for the period between rent determinations, unless:

- (1) The Authority conducts an interim recertification and determines that the rent should be adjusted due to an increase or decrease in Tenant's household income.

- (2) The Tenant otherwise demonstrates a change in circumstances justifying a reduction in rent.
- (3) The Authority discovers that the Tenant misrepresented the facts upon which the rent is based, causing the Tenant to pay less than the rent they should have been charged.
- (4) Rent formulas or procedures are changed by Federal law or regulation.

Where the Tenant, intentionally or by mistake, has misrepresented or failed to submit to the Authority any facts required for the determination of rent, the Authority may charge and collect as rent the difference between the rent actually paid and the rent which would have been due had the proper information been submitted by the Tenant. The Authority shall also have available in such event, at its option, the remedy of termination as provided in Section 12(A)(8) of this Lease. As stated in Section 3. and as also applicable to this section, if this Lease is an extension of occupancy by the Tenant under a prior lease or leases with the Authority, any amount due under the prior lease or leases may be charged and collected as if the indebtedness had occurred under this Lease.

- (B)** In the event of any rent adjustment pursuant to the above, the Authority will mail or deliver a written "Notice of Rent Adjustment" to the Tenant in accordance with Section 11 of this Lease. All notices will state the effective date of the rent adjustment.

In the case of a rent decrease, the adjustment will become effective on the first day of the month following the change in Federal law or regulations or the date the decrease in household income was reported and verified in writing, provided Tenant reported the change in writing within ten (10) days of the occurrence of the change, as specified above (when change is based on new circumstances).

In the case of a rent increase, the adjustment will become effective on the first day of the month following a thirty (30) day notice of the change in Federal law or regulations or the date the increase in household income was reported and verified in writing. However, if the adjustment is based on changed circumstances and Tenant failed to report the change as required herein, then the adjustment will instead be applied retroactively to the first of the month following the day of the change. The Tenant agrees to be bound by any change determined by the Authority to be necessary by application of this subsection.

- (C)** If the Authority in its sole discretion determines that the size of the Premises is no longer appropriate to the Tenant's needs, and a dwelling unit of the appropriate size is available, the Tenant shall be offered the other dwelling unit of appropriate size in accordance with Section 16 (H) of this Lease, and Tenant shall move within thirty (30) days unless otherwise authorized by the Authority. Tenant further agrees

to accept a new lease for a different dwelling unit of the appropriate size or design. If the Tenant fails to accept the other unit, the Authority may terminate this Lease pursuant to the appropriate procedures described in this Lease.

- (D) When the Authority redetermines the amount of rent payable by the Tenant, or determines that the Tenant must transfer to another dwelling unit, the Authority shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the Authority's determination, and that if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the Authority's Grievance Procedure.
- (E) **Re-examination of tenant's income and household composition shall occur annually, unless Tenant chooses the flat rent option, in which case re-examination shall occur once every three (3) years. The Authority will send Tenant the required re-examination forms. Tenant shall fully complete and promptly return these forms to the Authority. If the Tenant fails to do so, the Authority reserves the right to adjust Tenant's rent to the applicable flat rent (since no information to the contrary has been furnished by the tenant) or terminate the Lease.**

When the rent has been adjusted, a "Notice of Rent Adjustment" will be forwarded to Tenant and will serve as an automatic amendment to the Lease.

5. OCCUPANCY

The Tenant shall have the right to exclusive use and occupancy of the Premises. Tenant must reside in the Premises and the Premises must be Tenant's only place of residence. Guests or visitors of the Tenant may be accommodated for no longer than thirty (30) days per visitor each year. "Guest" means a person in the Premises with the consent of a household member. The Tenant must notify the Authority in writing of all overnight guests staying in the Premises for more than two (2) nights. The written notice must be given no later than the third day before the guest begins staying at the Premises. The notice must indicate the period of time the guest will be staying at the Premises. If any visit will extend beyond thirty (30) days, the Tenant must notify the Authority in writing, stating the reasons for the extended visit, and request permission from the Authority for the extended stay. The guest may only stay beyond thirty (30) days if the extended stay is authorized in writing by the Authority.

6. OBLIGATIONS OF THE AUTHORITY

The Authority shall be obligated, other than for circumstances beyond its control, as follows:

- (A) To maintain the Premises and the project in decent, safe, and sanitary condition.

- (B) To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- (C) To make necessary repairs to the Premises.
- (D) To keep project buildings, facilities, and common areas not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.
- (E) To maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Authority. The Authority shall provide the following appliances for the Premises: cooking range and refrigerator.
- (F) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant household) for the deposit of garbage, rubbish and other waste removed from the Premises by the Tenant in accordance with Section 7(G).
- (G) To supply running water, including an adequate source of potable water, and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year except where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
- (H) To notify the Tenant of the specific grounds for any proposed adverse action by the Authority. Such adverse action includes, but is not limited to, a proposed lease termination, involuntary transfer of the Tenant to another unit, imposition of charges for maintenance and repair, or imposition of charges for excess consumption of utilities.

When the Authority is required to afford the Tenant the opportunity for a hearing under the Authority's Grievance Procedure for a grievance concerning a proposed adverse action:

- (1) The notice of proposed adverse action shall inform the Tenant of the right to request such hearing. In the case of a lease termination, a notice of lease termination in accordance with 24 C.F.R. 966.4(1)(3) shall constitute adequate notice of proposed adverse action. The notice requirements of 24 C.F.R. 966.4(1)(3) are incorporated into Section 12(B) through 12(F) of this Lease.
- (2) In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until the time for Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) until the grievance process has been completed or terminated.

- (I) To comply with Federal, State, and local nondiscrimination and fair housing requirements, including Federal accessibility requirements and providing reasonable accommodations for persons with disabilities.
- (J) To establish necessary and reasonable policies for the benefit and well-being of the housing project and the tenants, post the policies in the project office, and incorporate the regulations by reference in the Lease.
- (K) To consider lease bifurcation, as provided in 24 C.F.R. 5.2009, in circumstances involving domestic violence, dating violence, sexual assault, or stalking, provided that, if the Authority chooses to bifurcate a lease, no assistance will be given for an individual who does not meet public housing eligibility and 24 C.F.R. 5.508(h)(2) applies to submission of evidence of citizenship or eligible immigration status.

7. OBLIGATIONS OF THE TENANT

Tenant shall be obligated as follows:

- (A) Not to assign the Lease or to sublease or transfer possession of the Premises.
- (B) Not to provide accommodations for boarders or lodgers. Not to provide accommodations to guests, other than as provided in Section 5 of this Lease.
- (C) To use the Premises solely as a private dwelling for Tenant and Tenant's household as identified in the Lease, and not to use or permit its use for any other purposes. Tenant must live in the Premises and the Premises must be Tenant's only place of residence. Tenant cannot live somewhere other than the Premises.

With the prior written consent of the Authority, members of the household may engage in legal profit-making activities in the Premises when the Authority determines that such activities are incidental to primary use of the Premises for residence by members of the household. Use of the Premises for legal profit-making activities will be subject to the Authority's policy on such activities.

- (D) To abide by necessary and reasonable regulations issued by the Authority for the benefit and well-being of the housing project and the tenants. These regulations shall be posted in the Authority office and are incorporated by reference in this Lease. Violation of such regulations constitutes a violation of this Lease; provided, however, that any such regulations shall be consistent with the terms of this Lease. In the event of a conflict between any such regulations and any provision of this Lease, the provision of the Lease shall govern.

-
- (E) To comply with all obligations imposed upon Tenant by applicable provisions of State of New Jersey statutes, regulations, building codes, and housing codes materially affecting health and safety.
- (F) To keep the Premises, adjacent grounds, and other such areas as may be assigned to Tenant's use in a clean, orderly, and safe condition, and to use reasonable care to keep the Premises in such condition as to ensure proper health and sanitation standards for Tenant, household members, and neighbors. If authorized in writing by the Authority, the Tenant may paint or make minor repairs to the Premises at his/her expense. Otherwise, Tenant agrees to make no alterations or repairs or redecorations to the interior of the Premises or to the equipment, nor to install additional equipment or major appliances without written consent of the Authority. Tenant agrees to make no changes to locks or install new locks on exterior doors without the Authority's written approval. Tenant agrees to use no nails, tacks, screws, brackets, or fasteners on any part of the Premises including but not limited to doors, door frames, fences, and fire escapes (a reasonable number of picture hangers excepted) without authorization by the Authority.
- (G) To separate and dispose of all items to be recycled as specified by the Authority. To dispose of all garbage, rubbish, and other waste from the Premises in a sanitary and safe manner. To refrain from, and cause members of Tenant's household or guests to refrain from, littering or leaving trash and debris in common areas. To properly use all trash receptacles for disposal of household waste only.
- (H) To use only as intended and in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances (including elevators). The Tenant shall use all electric, plumbing and other facilities safely, and use no more electricity than the wiring to the Premises or feeders to the Building can safely carry. The Tenant shall obey any written instructions of the Authority for the care and the use of the appliances, equipment, and other personal property on or in the Premises. Landlord will not be responsible for failure to furnish utilities by reason of any cause beyond Landlord's control.
- (I) To refrain from and to cause household members and guests to refrain from destroying, defacing, damaging or removing any part of the Premises or Project.
- (J) To act and to cause household members and guests to act in a manner which is legal, orderly, and which will not disturb his/her neighbors' peaceful enjoyment of their accommodations, and will be conducive to maintaining the Project in a decent, safe, and sanitary condition.
- (K)
- (1) To assure that the Tenant, any household members, any guests, or any other persons under the Tenant's control, shall not engage in:

- (a) any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents, employees of the Authority, agents of the Authority, or on-site property management staff responsible for managing the premises;
- (b) any criminal activity that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises;
- (c) any drug-related criminal activity on or off the Authority's public housing premises.

Any criminal activity in violation of the preceding sentence shall be cause for termination of the tenancy, and for eviction from the Premises. The term "drug-related criminal activity" means the illegal possession, manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in section 102 of the Controlled Substances Act, 21 U.S.C. 802.

The Tenant agrees not to engage in any other criminal activity affecting the right to peaceful enjoyment of the premises by, or the well-being of, any other public housing residents or employees while the Tenant is a resident in public housing. Any such criminal activity may also be a cause for termination of the tenancy, and for eviction from the Premises.

- (d) any smoking of prohibited tobacco products in restricted areas, as defined by 24 C.F.R. 965.653(a), or in other outdoor areas that the Authority has designated as smoke-free.
- (2) To assure that the Tenant, any household members, any guests, or any other persons under the Tenant's control shall not engage in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.
- (L)** The Tenant agrees to abide by all the provisions of the Authority's Pet Policy, and to keep no pets or animals in or on the Premises except as permitted by the Authority's Pet Policy and other applicable laws and regulations. Provisions of this Lease pertaining to the Authority's Pet Policy are further outlined in Section 16(F) of this Lease.
 - (M)** To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the Premises, project buildings, facilities, or common areas caused by Tenant, household members, or guests. This shall include damage caused by the

failure to report needed repairs. Any damage to the Premises which is not described in the written report of inspection prior to Tenant's occupancy will be presumed to have been caused by Tenant.

- (N) To permit the Authority, pursuant to the provisions of Section 10, entrance to the Premises for the purpose of performing periodic inventories and inspections, reading utility meters and routine maintenance for making improvements or repairs, or to show the Premises for re-leasing.
- (O) To promptly report to the Authority any accident, injury, or any needed repairs to the Premises, and to report known unsafe or unsanitary conditions in the Premises or in common areas and grounds of the project. Tenant's failure to report the need for repairs in a timely manner may be considered to contribute to any damage that occurs.
- (P) To refrain from placing fixtures, fences, tents, or pools in or about the Premises, installing additional locks, chain locks, dead bolts, or making changes or alterations to existing locks or other aspects of the Premises, without prior revocable permission of the Authority in writing. All changes or additions made without the Authority's written consent shall be removed by the Tenant on demand by the Authority at the Tenant's expense, and the Premises shall be returned to its original state and condition. In the event the Tenant fails to comply with the Authority's demands, the Authority will make any removals and any necessary repairs and the Tenant's account will be charged for time and materials if performed by maintenance staff or actual costs incurred by the Authority if performed by outside vendors or contractors. Charges applied to Tenant's account under this section will constitute additional rent when and if permissible under law.
- (Q) To comply with the provisions of any rider or addendum attached to and incorporated into this Lease.
- (R) To notify the Authority of any absence from the Premises which exceeds ten (10) days, and to give such notification prior to the actual absence.
- (S) Not to display, use, or possess, or allow household members or guests to display, use or possess any firearms (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of New Jersey, anywhere on the property of the Authority in violation of New Jersey law. This includes but is not limited to B.B. guns, air powered rifles, and paintball guns. The display, use, or possession of firearms and/or other weapons in violation of New Jersey law shall be grounds for eviction.
- (T) Not to keep or use flammable materials on the Premises, such as gasoline, kerosene, mineral spirits, turpentine, paint, motor oil or other flammable materials or explosives (including fireworks). To take precautions to prevent fires.

-
- (U) To leave the Premises upon vacating the Premises in a clean and safe condition, normal wear and tear excepted, and to return all keys to the Authority. The Tenant shall remove all of the Tenant’s personal property upon the termination of the Lease. Any property left by the Tenant in or about the Premises for thirty (30) days or more after he/she vacates will be considered as abandoned and may be disposed of as the Authority sees fit pursuant to Authority’s policy, as further provided in Section 12(K) of this Lease. Reasonable and actual storage and disposal costs may be charged to the Tenant.
- (V) To act in a cooperative manner with neighbors and the Authority’s staff or agents. To refrain from, and cause household members or guests to refrain from, acting or speaking in an illegal, abusive, or threatening manner toward neighbors and the Authority’s staff or agents.
- (W) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the Premises.
- (X) To refrain from erecting or hanging radio antennas, television antennas, or satellite dishes on or from any part of the Premises or Authority property except in accordance with any regulations set by the Authority with the prior written approval of the Authority.
- (Y) To remove from Authority property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the Authority. Any inoperable or unlicensed vehicle as described above will be removed from Authority property at Tenant’s expense. Automobile repairs, including oil changes, are not permitted on the project site.
- (Z)
- (1) Not to commit any fraud in connection with any Federal housing assistance program, and
- (2) Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease.
- (AA) For each adult household member to perform at least eight (8) hours per month of qualifying community service and/or self-sufficiency activities, unless the requirement is waived due to age, disability, employment, attendance of an educational institution, or participation in a qualified training program.
- (BB) Not to allow in or near the Premises a person on the Defiant Trespass List for the Authority. The Defiant Trespass List for the Authority will be regularly posted in conspicuous areas on Authority property, including in the Authority’s main office.

It will be a serious violation of this Lease to allow any such person on or near the Premises after notice that such person is on the Authority's Defiant Trespass List. Tenant may not harbor or entertain, in the Premises or on Authority property, those individuals on the Defiant Trespass List. Failure to abide this provision will cause action to be taken against the Tenant by the Authority, which may include service of Notice to Cease and/or termination of the Lease.

- (CC) Not to display any signs, flags, banners, bumper stickers, pennants, or gang colors whatsoever.
- (DD) Not to use or operate motorized vehicles including scooters, bikes, dirt bikes, or midget cars on any Authority property including but not limited to parking lots, recreation areas, and sidewalks.
- (EE) Not to use any fire pits, chimineas, or outdoor fireplaces of any kind.
- (FF) Not to use the Authority electrical system to power any devices outside the Premises, including but not limited to outdoor lighting, power tools, or electrical appliances.

8. DEFECTS, HAZARDS TO LIFE, HEALTH OR SAFETY

- (A) In the event the Premises are damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, the Tenant shall immediately report such damages to the project management. Tenant also agrees to immediately report all other damages to the Premises to the project management.
- (B) The Authority shall be responsible for repair of the Premises within a reasonable time; provided that, if the damage was caused by the Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to the Tenant.
- (C) The Authority shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time. The Authority is not required to offer Tenant a replacement unit if the hazardous condition was caused by Tenant, household members, or guests. Tenant shall accept any replacement unit offered by the Authority.
- (D) In the event repairs are not made in accordance with subsection (B), or alternate accommodations are not provided in accordance with subsection (C), rent shall be abated in proportion to the seriousness of the damage and loss suffered by the Tenant, provided, however, that no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant, household members, or guests.
- (E) In the event the Tenant claims a rent adjustment under the provisions of this section, he/she shall pay the entire amount of rent due for the period for which a rent

adjustment is claimed to the Authority to be held in escrow pending a decision in accordance with the Grievance Procedure referred to in Section 13 of this Lease.

9. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS

- (A) The Authority and the Tenant, or the Tenant's representative, shall inspect the Premises prior to occupancy by the Tenant. The Authority will furnish the Tenant with a written statement of the condition of the Premises and the equipment provided therein. The statement shall be signed by the Authority and the Tenant, and a copy shall be retained by the Authority in the Tenant's file.
- (B) At the time the Tenant vacates the Premises, the Authority shall inspect the Premises and furnish the Tenant with a written statement of any charges. The Authority shall notify the Tenant of the inspection, and the Tenant and/or Tenant's representative may join in such inspection, unless the Tenant vacates the Premises without prior notice to the Authority.

10. ENTRY OF PREMISES DURING TENANCY

- (A) Upon reasonable advance notification to the Tenant, the Authority or its authorized employee, agent, contractor or representative, shall be permitted to enter the Premises during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the Premises for re-leasing. A written statement specifying the purpose of entry by the Authority, delivered to the Premises at least **two (2) days** before such entry, shall be considered reasonable advance notification. Response to requests by Tenants for repairs and services will not require two (2) days' notice. When Tenant calls to request maintenance on the Premises, the Authority shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the Premises when the Authority comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.
- (B) The Authority may enter the Premises at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- (C) In the event that Tenant and all adult household members are absent from the Premises at the time of entry, the Authority shall leave on the Premises a written statement specifying the date, time, and purpose of entry prior to leaving the Premises.

11. NOTICE

- (A) Except as provided in Section 10, notice to the Tenant shall be in writing and delivered to the Tenant or to an adult household member, or sent by prepaid first-class mail, properly addressed to the Tenant. The notice shall be provided in a form to allow meaningful access for and to ensure effective communication with persons

who are limited English proficient and/or disabled, provided that the Authority has prior notice of the Tenant's limited English proficiency and/or disability.

- (B) Notice to the Authority shall be in writing, delivered to the Authority's office at 1601 Dill Avenue, Linden, New Jersey 07036, or sent to that office by prepaid first-class mail, properly addressed to the Authority's office.
- (C) Notices sent by regular first-class mail shall be deemed delivered on the second business day after depositing the same for mailing with the U.S. Postal Service, postage prepaid. Unopened, canceled, first-class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.

12. TERMINATION OF LEASE

- (A) If there has been a serious or repeated violation of material terms of the Lease, or for other good cause for lease termination, the Authority reserves the right of re-entry which allows the Authority to terminate this Lease and re-enter the Premises. This is done through an eviction procedure in court to remove the Tenant.

The Authority shall not terminate or refuse to renew this Lease other than for serious or repeated violation of material terms of the Lease or for other good cause. The following terms shall be considered material terms but are not an exclusive listing:

- (1) Obligations of the Tenant identified in Sections 4 and 7 of this Lease, and other obligations of the Tenant identified elsewhere in this Lease.
- (2) Nonpayment of rent.
- (3) Repeated late payment of rent.
- (4) Serious or repeated interference with the rights of other tenants.
- (5) Serious or repeated damage to the Premises or the Authority premises. Creation of physical hazards in the Premises, common areas, common grounds, or parking areas of any project site.
- (6) Unauthorized alteration, unauthorized repair, sale, destruction or other disposition of the Premises or any part thereof.
- (7) Failure to report a change in household income or composition, or failure to provide any other information required by this Lease. This includes failure to supply in a timely fashion, any certification, release, information, or documentation on household income or composition needed to process annual reexaminations or interim redeterminations.

- (8) Misrepresentation (intentional or unintentional) of any material fact in the application for housing, or any other material misstatements submitted to the Authority, including, but not limited to, information on household income, composition, assets, or eligibility for housing.
- (9) Violation of any rule or provision of the Authority’s Pet Policy. The Authority’s Pet Policy is incorporated into this Lease by reference.
- (10) Such change in household size or composition as to render inappropriate the Tenant's continued occupancy of the Premises.
- (11)
 - (a) Any activity by the Tenant, household member, guest or other person under Tenant’s control, including criminal activity, which threatens the health, safety or right to peaceful enjoyment of the Authority’s public housing premises by other residents, employees of the Authority, agents of the Authority, or on-site property management staff responsible for managing the premises.
 - (b) Any activity by the Tenant, household member, guest or other person under Tenant’s control, including criminal activity, that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises.
 - (c) Any drug-related criminal activity as defined in Section 7(K) of this Lease.
 - (d) Alcohol abuse as defined in Section 7(K) of this Lease.
 - (e) Furnishing false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.
- (12) Violation of the Authority’s Admissions and Continued Occupancy Policy, or serious or repeated violation of any of the Authority’s rules or regulations applicable to the Premises or the public housing premises as posted and in effect from time to time.
- (13) Weapons or illegal drugs seized in the Premises or on Authority premises by a law enforcement officer.
- (14) Any fire on Authority premises caused by the Tenant, household members, or guests’ actions or neglect.

- (15) In the event that the Tenant becomes so physically or mentally incapable of maintaining the Premises in a habitable condition or of caring for his/her physical or mental needs such that reasonable accommodations will not be sufficient to meet such needs and where the Tenant cannot arrange for someone to assist in performing these functions.

However, to the extent feasible, if during the term of this Lease, Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and cannot make arrangements for someone to aid him/her in complying with the Lease, and the Authority cannot make any reasonable accommodation that would enable Tenant to comply with the Lease, then the Authority will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the Premises. If there are no family members who can or will take responsibility for moving Tenant, the Authority will, to the extent feasible, work with appropriate agencies to secure suitable housing.

At the time of admission, the Tenant must identify the family member(s) or other designated person(s) to be contacted if the Tenant becomes unable to comply with Lease terms.

Nothing herein shall be construed to compel the Authority to provide accommodations or continued residency to a Tenant or to household members who, because of physical, mental or emotional illness, have become a threat to the health or safety of such Tenant or household members themselves, or who have become a threat to the health, safety, or right to peaceful enjoyment of the Authority premises of any other Tenant or Authority employee or agent.

- (16) Allowing in or near the Premises a person on the Authority's Defiant Trespass List.
- (17) Failure to live in the Premises or residing somewhere other than the Premises.
- (18) Violation of any rule or provision of the Authority's Smoke-Free Policy. The Authority's Smoke-Free Policy is incorporated into this Lease by reference.
- (19) Exceeding the income limit imposed by 24 C.F.R. 960.507.
- (20) Failing to comply with the restrictions on net assets and property ownership imposed by 24 C.F.R. 5.618.

(B) The Authority shall give written notice of termination of this Lease of:

- (1) Fourteen (14) days in the case of failure to pay rent.
 - (2) A reasonable time considering the seriousness of the situation (but not to exceed thirty (30) days):
 - (a) If the health or safety of other residents, Authority employees, or persons residing in the immediate vicinity of the Premises is threatened; or
 - (b) If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or
 - (c) If any member of the household has been convicted of a felony.
 - (3) Thirty (30) days in all other cases, unless New Jersey State law provides a shorter time frame, in which case the shorter time frame shall apply.
- (C)** The notice of lease termination to the Tenant shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. The notice shall also inform the Tenant of the right to examine the Authority's documents directly relevant to the termination or eviction. When the Authority is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with the Authority's Grievance Procedure.
- (D)** A notice to vacate or quit and a demand for possession, which are required by New Jersey State law, may be combined with and run concurrently with a notice of lease termination.
- (E)** When the Authority is required to afford the Tenant the opportunity for a hearing under the Authority's Grievance Procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any notice to vacate under New Jersey State law has expired) until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) until the grievance process has been completed or terminated.
- (F)** When the Authority is not required to afford the Tenant the opportunity for a hearing under the administrative Grievance Procedure for a grievance concerning the lease termination, and the Authority has decided to exclude such grievance from the Grievance Procedure, the notice of lease termination shall:
- (1) State that the Tenant is not entitled to a grievance hearing on the termination.
 - (2) Specify the judicial eviction procedure to be used by the Authority for eviction and state that the procedure provides the opportunity for a hearing

in court that contains the basic elements of due process as defined in HUD regulations.

- (3) State whether the eviction is for criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Authority, or for any drug related criminal activity.
- (G) The Authority may evict the Tenant from the Premises only by bringing a court action.
- (H) In deciding to evict for criminal activity, the Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by household members, and the effects that the eviction would have on household members not involved in the prohibited activity and on the Tenant’s neighbors. In appropriate cases, the Authority may impose a condition that household members who engaged in the prohibited activity will not reside in or visit the Premises. The Authority may require a household member who has engaged in a pattern of abuse of alcohol and/or the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the Premises.
- (1) The Authority may evict the Tenant by judicial action for criminal activity in accordance with this section if the Authority determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.
- (2) If the Authority seeks to terminate the tenancy for criminal activity as shown by a criminal record, the Authority must notify the household of the proposed action to be based on the information and must provide the subject of the record and the Tenant with a copy of the criminal record before a court trial concerning the termination of tenancy or eviction. The Tenant must be given an opportunity to dispute the accuracy and relevance of that record in the court trial.
- (3) The Authority may not pass along to the Tenant the costs of a criminal records check.
- (I) Notice to Post Office: When the Authority evicts an individual or household from the Premises for engaging in criminal activity, including drug-related criminal activity, the Authority shall notify the local post office serving the Premises that such individual or household is no longer residing in the Premises. This action will be taken so that the Post Office will terminate delivery of mail for such persons at the Premises, and such persons will not return to the property for pickup of the mail.

- (J) The Authority shall provide the Tenant a reasonable opportunity to examine, at the Tenant's request, before an Authority grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, records, and regulations which are in the possession of the Authority, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be allowed to copy any such documents, records, and regulations at the Tenant's expense. A notice of lease termination shall inform the Tenant of the Tenant's right to examine the Authority's documents, records, and regulations concerning such Tenant's termination of Tenancy or eviction. If the Authority does not make documents available for examination upon request by the Tenant in accordance with this procedure, the Authority may not proceed with the eviction.
- (K) This Lease may be terminated by the Tenant at any time by giving thirty (30) days advance written notice, to become effective at the end of a month, to the Authority in the manner specified in Section 11(B).
- (1) Tenant agrees to leave the Premises in a clean and good condition, normal wear and tear excepted, and to return the keys to Authority Management when Tenant vacates.
 - (2) Upon termination of tenancy and vacating the Premises, Tenant agrees to remove all personal property from the Premises. In the event Tenant fails to remove any personal property within thirty (30) days of vacating said Premises or to make other arrangements with Authority Management for its disposition, Tenant agrees that Authority Management may dispose of such property as it sees fit without further responsibility or liability of Management to Tenant, provided Authority Management has given thirty (30) days' written notice to Tenant at Tenant's last known address.
 - (3) Tenant agrees to reimburse the Authority to the extent of any amounts expended by Authority Management for moving and storage costs of Tenant's personal property.
- (L) This Lease may be terminated and the Authority reserves a right of re-entry upon such termination, for other good cause. Other good cause includes but is not limited to the following:
- (1) Criminal activity or alcohol abuse as provided in this Lease.
 - (2) Discovery after admission of facts that made the Tenant ineligible.
 - (3) Discovery of material false statements or fraud by the Tenant in connection with an application for assistance or with reexamination of income.
 - (4) Failure of a household member to comply with the community service and self-sufficiency requirements as provided in this Lease (pursuant to 24

C.F.R. 960.600 et seq.) shall serve as grounds for non-renewal and lease termination only at the end of the twelve (12) month lease term.

- (5) Failure to accept the Authority’s offer of a lease revision to an existing lease that is on a form adopted by the Authority in accordance with 24 C.F.R. 966.3; with written notice of the offer of the revision at least thirty (30) days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the Tenant.
- (6) The Authority may terminate the Lease and evict the Tenant when the Authority determines that a household member is illegally using a drug or when the Authority determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- (7) The Authority must immediately terminate the Lease and evict the Tenant if the Authority determines that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- (8) The Authority may terminate the Lease and evict the Tenant if the Tenant or any household member is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is an indictable crime or serious disorderly persons offense; or violating a condition of probation or parole imposed under Federal or State law.

- (M) Tenant understands that this is public housing in a public housing authority and that Tenant’s leasehold interest may not pass upon death in a will or intestate court proceeding, as per Federal law. Upon the death of the sole tenant and only household member, the Lease will automatically terminate fourteen (14) days after the Tenant’s death.

13. GRIEVANCE PROCEDURE

Other than eviction disputes referred to in Section 12(F) (involving a Tenant's criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Authority employees or agents, or involving drug-related criminal activity), all disputes concerning the obligations of the Tenant and residents of the Authority under this Lease shall be processed and resolved pursuant to the Grievance Procedure of the Authority which is in effect at the time such grievance or appeal arises. The procedure shall be posted in the Authority's office and is incorporated into this Lease by reference.

14. WAIVER

(A) No Waiver of Rights by Tenant or Landlord

The delay or failure of the Authority or the Tenant to exercise any right or remedy as provided herein shall not affect the right to do so at a later date for similar or other causes. In addition, no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein or within any of the Authority policies or attachments incorporated herein.

(B) No Waiver by Landlord

The Authority does not give up any rights by accepting rent or payments in whole or in part, or by failing to enforce any terms of this Lease. Acceptance of rent or any other payments from the Tenant after this Lease has been terminated shall not negate or void the Lease termination, nor shall the acceptance of rent create a new tenancy.

15. MODIFICATIONS

Modifications of this Lease must be accompanied by a written rider to the Lease executed by the Authority and the Tenant, except for rent redeterminations, eligibility for low-rent housing, appropriateness of dwelling size, schedules of special charges for services or repairs, utility charges, or returned check charges, and rules and regulations which are incorporated into the Lease by reference. Matters incorporated into the Lease by reference shall be publicly posted in a conspicuous manner in the Authority's office and shall be furnished to the Tenant upon request. If such schedules, rules and regulations are modified, the Authority shall give at least a thirty (30) day written notice to each affected Tenant setting forth the proposed modification, the reasons for the modification, and provide the Tenant an opportunity to present written comments which shall be considered by the Authority prior to the effective date of the proposed modification.

16. MISCELLANEOUS:

(A) Captions

Captions or Section Headings contained in this Lease are set forth for convenience of reference only and do not affect the substance of the sections so captioned.

(B) Counterparts

This Lease may be executed in several counterparts, each of which shall be considered to be an original.

(C) Integration

The parties have read this Lease. The provisions of this Lease, together with any future supplements or amendments, constitute the entire agreement of the Authority and Tenant with respect to the subject matter hereof and there exist no other prior or contemporaneous oral or written agreements with respect to such subject matter. No other changes hereto shall be made except in writing, signed and dated by the Tenant and an authorized representative of the Authority.

(D) Prior Leases Between Tenant and the Authority

It is hereby further understood and agreed between the Tenant and the Authority that the Authority reserves all rights and remedies to terminate this Lease and/or to make any claim for rent due or other charges or other Lease violations arising under any prior Lease with the Tenant for the Premises and/or other premises leased by the Authority, and that such claims may be enforced as if arising under this Lease.

(E) Foster Child/Live-in Aide

With the prior written consent of the Authority, a foster child or a live-in aide may reside in the Premises, provided that the accommodations of such persons conform to the Authority's occupancy standards. The Authority may adopt reasonable policies concerning residence by a foster child or a live-in aide, and in defining the circumstances in which the Authority's consent will be given or denied. Under such policies, the factors considered by the Authority may include whether the addition of a new occupant may necessitate a transfer of the household to another unit, and whether such units are available.

"Live-in aide" means a person who resides with an elderly, disabled or handicapped person and who is determined to be essential to the care and well-being of the person, is not obligated for the support of the person, and would not be living in the Premises except to provide the necessary supportive services.

(F) Pet Policy

- (1) Tenants are permitted to own and keep common household pets, as defined by the Authority's Pet Policy, in accordance with the pet rules contained in the Authority's Pet Policy.
- (2) The Authority's Pet Policy is incorporated into this Lease by reference. The Authority's Pet Policy shall be posted in the Authority's office, and copies shall be made available to all Tenants.
- (3) The Tenant agrees to comply with the rules of the Authority's Pet Policy. Any violation of the rules of the Authority's Pet Policy may be grounds for removal of the pet and/or termination of the tenancy, in accordance with Federal, State of New Jersey, and local law and regulations.

(G) Window Guard Policy

THE AUTHORITY IS REQUIRED BY LAW TO PROVIDE, INSTALL, AND MAINTAIN WINDOW GUARDS IN THE APARTMENT IF A CHILD OR CHILDREN TEN (10) YEARS OF AGE OR YOUNGER IS, OR WILL BE, LIVING IN THE APARTMENT OR IS, OR WILL BE, REGULARLY PRESENT THERE FOR A SUBSTANTIAL PERIOD OF TIME, IF THE TENANT GIVES THE AUTHORITY A WRITTEN REQUEST THAT THE WINDOW GUARDS BE INSTALLED. THE AUTHORITY IS ALSO REQUIRED, UPON THE WRITTEN REQUEST OF THE TENANT, TO PROVIDE, INSTALL, AND MAINTAIN WINDOW GUARDS IN THE HALLWAYS TO WHICH PERSONS IN THE TENANT’S UNIT HAVE ACCESS WITHOUT HAVING TO GO OUT OF THE BUILDING.

WINDOW GUARDS ARE ONLY REQUIRED TO BE PROVIDED IN FIRST FLOOR WINDOWS WHERE THE WINDOWSILL IS MORE THAN SIX FEET ABOVE GRADE OR THERE ARE OTHER HAZARDOUS CONDITIONS THAT MAKE INSTALLATION OF WINDOW GUARDS NECESSARY TO PROTECT THE SAFETY OF CHILDREN.

(H) Transfer of Tenant

There shall be no transfers of families from one unit to another except as set forth in the Authority’s Admissions and Continued Occupancy Policy.

If Authority Management determines that the size of the Premises is no longer appropriate to Tenant’s needs or situation, the Authority may provide notification to Tenant in accordance with Section 11 of this Lease, that Tenant will be required to move to an available unit of appropriate size, subject to all applicable laws and regulations. The Tenant will have thirty (30) days to move.

If the Tenant qualifies for a transfer, pursuant to the Admissions and Continued Occupancy Policy, or a transfer is initiated by the Authority, and the Tenant fails to accept the unit offered by the Authority or fails to move within the 30-day time frame, the Authority may terminate this Lease pursuant to the appropriate procedures described in this Lease.

(I) Former Tenants

Tenant shall not be given permission to allow a former tenant of the Authority to sleep overnight in the Premises for any period of time after the former tenant has been evicted for any lease violation involving any activity that creates or results in danger or injury to persons or to Authority property, or any prohibited activity that creates or results in serious or repeated interference with the rights and well-being

of other tenants, Authority employees, Authority agents, or any of these persons' peaceful enjoyment of the premises.

(J) Access to Unit

If and when the Authority Management cannot gain access to the Premises as a result of action or inaction of Tenant, Tenant agrees and understands that such action or inaction of Tenant can be used by the Authority as evidence of the Tenant's fault, which if proven in court can result in a finding of the Tenant's liability and the Authority's non-liability for any conditions resulting from the lack of inspection or correction as a consequence of Tenant's failure to provide access to the Premises.

(K) Locks on Door

If the Tenant has installed a lock on the entrance door without providing the Authority Management with a duplicate key, Tenant shall pay the cost of any damage caused in order to secure entry during an emergency, provided that the Authority has limited such damage to that necessary for entry and that the emergency was not caused by any action or inaction of the Authority.

17. HOUSEKEEPING STANDARDS

In an effort to improve the livability and conditions of the apartments owned and managed by the Authority, uniform standards for resident housekeeping have been developed for all tenant families.

(A) Authority Responsibility

The standards that follow will be applied fairly and uniformly to all tenants. The Authority will inspect each unit pursuant to Section 10 of this Lease to determine compliance with the standards. Upon completion of an inspection, the Authority will notify Tenant in writing if he/she fails to comply with the standards. The Authority will advise Tenant of the specific corrections required to establish compliance. Within a reasonable period of time, the Authority will schedule a second inspection. Failure of inspections will constitute material violations of the Lease terms.

(B) Tenant Responsibility

Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a material violation of the Lease terms and can result in eviction.

(C) Housekeeping Standards - Inside the Apartment

General

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floor: should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork: should be clean, free of dust, gouges or scratches.
- (6) Door: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (7) Heating units: should be dusted and access uncluttered.
- (8) Trash: shall be disposed of properly and not left in the Premises.
- (9) Pests: Premises should be free of rodent or insect infestation.

Kitchen

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer should have no more than one inch of ice.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- (4) Exhaust Fan: should be free of grease and dust.
- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in covered container until removed to the disposal area.

Bathroom

- (1) Toilet and tank: should be clean and odor free.
- (2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- (3) Lavatory: should be clean.
- (4) Exhaust fans: should be free of dust.
- (5) Floor: should be clean and dry.

Storage Areas

- (1) Linen closet: should be neat and clean.
- (2) Other closets: should be neat and clean. No highly flammable materials should be stored in the Premises.
- (3) Other storage areas: should be clean, neat and free of hazards.

(D) Housekeeping Standards - Outside the Apartment

- (1) Yards: should be free of debris, trash, and abandoned carts and furniture. Exterior wall should be free of graffiti. Grass and shrubs shall be kept mowed and trimmed.
- (2) Porches: should be clean and free of hazards. Any items stored on the porch shall not impede access to the Premises.
- (3) Steps: should be clean, and free of hazards.
- (4) Sidewalks: should be clean and free of hazards.
- (5) Outside Doors/Storm Doors: should be clean and intact.
- (6) Parking Lot: should be free of abandoned cars. No car repairs are allowed in the lots including oil changes.
- (7) Hallways: should be clean and free of hazards. No storage is allowed in hallways including bikes, shopping carts, umbrellas, or clothing articles.
- (8) Stairwells: should be clean and uncluttered.

- (9) Laundry areas: should be clean and neat. Remove lint from dryers after use.

18. COMMUNITY SERVICE AND SELF SUFFICIENCY

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt adult household members contribute eight (8) hours per month of community service or participate in eight (8) hours of training, counseling, classes, or other activities that help an individual toward self-sufficiency and economic independence.

(A) Requirements of the Program

- (1) The eight (8) hours per month may be either community service (volunteer work) or self-sufficiency program activity, or a combination of the two.
- (2) At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. The Authority will make the determination of whether to allow or disallow a deviation from the schedule.
- (3) Activities must be performed within the community and not outside the jurisdictional area of the Authority.
- (4) Household Obligations:
 - (a) At Lease execution or re-examination, all adult (18 or older) household members must: (1) complete an exemption verification form if they are claiming any exemption from community service and self-sufficiency requirements; and (2) sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with community service and self-sufficiency requirements is a substantial breach of a material term of this Lease, which will result in non-renewal and/or termination of the Lease.
 - (b) At each annual re-examination, non-exempt household members must complete an activity recording/certification form identifying all community service and self-sufficiency activities performed over the previous twelve (12) months. This form will include places for signatures of supervisors, instructors, or counselors certifying the number of hours contributed.
 - (c) If a household member is found to be noncompliant at re-examination, they will be required to sign an agreement with the

Authority and the Tenant to make up the deficient hours over the next twelve (12) month period.

- (5) Change in Exempt Status:
 - (a) If, during the twelve (12) month period, a non-exempt person becomes exempt or an exempt person becomes non-exempt, it is their responsibility to notify the Authority.
 - (b) Upon notification, the Authority will provide the required exemption verification or activity recording/certification form.
 - (c) If an exempt individual becomes non-exempt, they must immediately begin performing community service and self-sufficiency activities and using the activity recording/certification form.
 - (d) If a non-exempt individual becomes exempt, they must immediately complete the exemption verification form.

(B) Authority Obligations

- (1) The Authority will provide the Tenant with exemption verification and activity recording/certification forms and a copy of this policy at the initial application and at Lease execution.
- (2) The Authority will make the final determination as to whether a household member is exempt from community service and self-sufficiency requirements. Residents may use the Authority's Grievance Procedure if they disagree with the Authority's determination.
- (3) Noncompliance Of Household Member:
 - (a) At least thirty (30) days prior to annual re-examination and/or Lease expiration, the Authority will begin reviewing the exempt or non-exempt status and compliance of household members.
 - (b) If the Authority determines that a household member is non-compliant, it will require an agreement with the Tenant and the household member to address the deficient hours over the next twelve (12) month period.
 - (c) If, at the next annual re-examination, the household member is still noncompliant, the Lease will not be renewed and the entire household will have to vacate, unless the noncompliant household member agrees to vacate the Premises.

- (d) Failure to comply will be considered a substantial violation of a material term of the Lease for which the Lease may be terminated pursuant to the terms of this Lease. The Tenant may use the Authority’s Grievance Procedure to protest the Lease termination.

19. SURVIVAL

If any agreement or portion of this Lease is invalid or contrary to law, the rest of the Lease shall remain in effect.

20. REGISTRATION STATEMENT

Pursuant to N.J.S.A. 46:8-28 and 46:8-29, the Authority attaches its Registration Statement which the Tenant acknowledges receipt of.

21. TRUTH IN RENTING STATEMENT

Pursuant to N.J.S.A. 46:8-43 through 46:8-49, the Authority attaches a copy of the truth in Renting Statement which the Tenant acknowledges receipt of.

22. FEDERAL CRIME INSURANCE STATEMENT

The Landlord recognizes that N.J.S.A. 46:8-39 requires the distribution to tenants of information regarding crime insurance through the Federal Crime Insurance Program. However, as the Federal Crime Insurance Program has expired and has not been renewed by the Federal government, the Program is no longer in existence. As such, no information is available for distribution to tenants pursuant to N.J.S.A. 46:8-39.

23. LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. If the Premises were built before 1978, the Authority shall disclose the presence of known lead-based paint and/or lead-based paint hazards in the Premises and provide Tenant with a Federally approved pamphlet on lead poisoning prevention.

An addendum entitled “Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards” is attached to this Lease for your review and signature. This disclosure is incorporated into, and made a part of, this Lease.

24. EXTENDED LEAVE OF ABSENCE FROM YOUR UNIT

Tenant may not be absent from the Premises for more than thirty (30) continuous days without verification of medical necessity or treatment from a doctor. Prior to any extended

leave of absence from the Premises, notification must be given to the Authority in writing and must include an address and phone number for contact in case of emergency. Absence from the Premises in violation of this provision will be considered a substantial breach of a material provision of the Lease, warranting termination of the Lease by the Authority.

Even if absence from the Premises beyond thirty (30) continuous days is authorized by a doctor and valid verified documentation is submitted to the Authority in support of the medical need for such absence, in no case may Tenant be absent from the Premises for more than ninety (90) continuous days without providing a date certain that Tenant will return to the Premises. The return date must be within thirty (30) days of the 90th day of continuous absence. If Tenant fails to provide a date certain of return or fails to return by the date provided, Tenant will be considered in substantial breach of a material provision of the Lease and the Authority may terminate the Lease.

25. VIOLENCE AGAINST WOMEN ACT PROTECTIONS

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

The Authority shall provide Tenant with a Notice of Occupancy Rights under VAWA and a certification form to be completed to document an incident of domestic violence, dating violence, sexual assault, or stalking.

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

If Tenant is the victim of domestic violence, dating violence, sexual assault, or stalking, Tenant may request an emergency transfer to another unit. The Authority has an Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking. Tenant may fill out the Emergency Transfer Request form for the Authority when making the request for the transfer (utilizing HUD form-5383).

The Authority will not terminate Tenant’s Lease on the basis of criminal activity if Tenant or an affiliated individual is the victim or threatened victim of domestic violence, dating violence, sexual assault, or stalking. However, if the perpetrator(s) of such domestic violence, dating violence, sexual assault, or stalking is a member of Tenant’s household, the Authority may bifurcate the Lease in order to pursue eviction against the perpetrator(s).

26. COMPLETE DOCUMENT/RECEIPT FOR ATTACHMENTS

This Lease consists of a total of [] pages and attachments consisting of [] pages.

By signing this Lease, Tenant acknowledges receipts for all attachments which are listed below.

By signing this Lease, the Tenant agrees that all the provisions of this Lease have been read and are understood, and further agrees to be bound by its provisions and conditions as written, as well as all additional documents made a part of the Lease by reference.

**HOUSING AUTHORITY OF THE
CITY OF LINDEN**

Dated: _____

, Property Manager

TENANT(S) AND HOUSEHOLD MEMBERS

Dated: _____

, Tenant

Dated: _____

, Tenant

Dated: _____

, Household Member

Dated: _____

, Household Member

WITNESS

Dated: _____

Name:

TENANT’S CERTIFICATION

I, _____, hereby certify that I, and other members of my Household, have not committed any fraud in connection with any Federal housing assistance program, unless such fraud was fully disclosed to the Authority before execution of the Lease, or before the Authority’s approval for occupancy of the Premises by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to the Authority in connection with any Federal housing assistance program (before and during the Lease term) is true and complete to the best of my knowledge and belief.

Dated: _____, _____, Tenant

**TENANT’S DESIGNATION OF FAMILY MEMBER OR
PERSON TO BE CONTACTED IN THE EVENT THAT TENANT BECOMES
UNABLE TO COMPLY WITH THE TERMS OF THE LEASE.**

Contact Name _____ Relationship _____

Address _____

Telephone _____

ATTACHMENTS:

- | | |
|---|---|
| <input type="checkbox"/> Tenant Handbook | <input type="checkbox"/> Authority Grievance Procedure |
| <input type="checkbox"/> Window Guard Notification | <input type="checkbox"/> Registration Statement |
| <input type="checkbox"/> Truth In Renting Statement | <input type="checkbox"/> Community Service Certifications/Forms |
| <input type="checkbox"/> Pet Policy | <input type="checkbox"/> Declaration of Section 214 Status |
| <input type="checkbox"/> Violence Against Women Act | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Schedule of Charges | |
| <input type="checkbox"/> Smoke-Free Policy | |
| <input type="checkbox"/> Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards | |
| <input type="checkbox"/> Applicant/Tenant Authorization(s) To Obtain Reports | |

HOUSING AUTHORITY OF THE CITY OF LINDEN

OFFICE ADDRESS: 1601 Dill Avenue
Linden, New Jersey 07036

HOURS: Business Days (typically Monday through Friday)
9:00 a.m. to 4:30 p.m.

TELEPHONE NUMBERS:

MAIN OFFICE: (908) 298-3820

AFTER HOURS (MAINT.): (908) 298-3820 ext. 3

[DATE]

To Tenants and Prospective Tenants of the
Housing Authority of the City of Linden

Dear Tenant/Prospective Tenant:

The State of New Jersey has enacted legislation requiring that owners of multiple dwellings, such as the Housing Authority of the City of Linden (“Authority”), provide, install, and maintain child-protection window guards in apartments and hallways of such dwellings, upon written request of tenants with a child ten (10) years of age or younger. Regulations promulgated by the State of New Jersey Department of Community Affairs pursuant to this recent law also require that owners deliver notice of the requirements of the law as set forth in the regulations. Accordingly, this letter is intended to serve as such notice and sets forth below the requirements of the regulation by which the Authority and its tenants are to abide. The notice is as follows:

THE OWNER (AUTHORITY) IS REQUIRED BY LAW TO PROVIDE, INSTALL, AND MAINTAIN WINDOW GUARDS IN THE APARTMENT IF A CHILD OR CHILDREN 10 YEARS OF AGE OR YOUNGER IS, OR WILL BE, LIVING IN THE APARTMENT OR IS, OR WILL BE, REGULARLY PRESENT THERE FOR A SUBSTANTIAL PERIOD OF TIME IF THE TENANT GIVES THE OWNER (AUTHORITY) A WRITTEN REQUEST THAT THE WINDOW GUARDS BE INSTALLED. THE OWNER (AUTHORITY) IS ALSO REQUIRED, UPON THE WRITTEN REQUEST OF THE TENANT, TO PROVIDE, INSTALL AND MAINTAIN WINDOW GUARDS IN THE HALLWAYS TO WHICH PERSONS IN THE TENANT’S UNIT HAVE ACCESS WITHOUT HAVING TO GO OUT OF THE BUILDING.

WINDOW GUARDS ARE ONLY REQUIRED TO BE PROVIDED IN FIRST FLOOR WINDOWS WHERE THE WINDOWSILL IS MORE THAN SIX FEET ABOVE GRADE OR THERE ARE OTHER HAZARDOUS CONDITIONS THAT MAKE INSTALLATION OF WINDOW GUARDS NECESSARY TO PROTECT THE SAFETY OF CHILDREN.

Should you, as tenant, have a child ten (10) years of age or younger living in the apartment, or regularly present there, and wish to have child-protection window guards installed in hallways above the first floor, or on the first floor where the window sill is more than six feet above grade or where there are other hazardous conditions that make installation of window guards necessary to protect the safety of children, to which persons from your apartment have access without having to go outside, you must first request in writing that the Authority install such window guards.

Should you, as tenant, live on a floor other than the first floor or on the first floor where the window sill is more than six feet above grade or where there are other hazardous conditions that make installation of window guards necessary to protect the safety of children, and have a child ten (10) years of age or younger living in the apartment, or regularly present there, and wish to have child-protection window guards installed in your apartment, you must first request in writing that the Authority install such window guards.

It is important to note that state law prohibits the installation of window guards on any window that provides access to a fire escape. State law also requires that window guards be releasable or removable from the inside (without the use of a key or tool) on an emergency egress window, *i.e.* - any window in a sleeping room located on the second or third floor, other than a window providing access to a fire escape. State law further prohibits any person from obstructing or interfering with the installation of window guards, or otherwise rendering ineffective such window guards.

Should you have any questions regarding the above notice, please contact our office at any time.

Sincerely,

The Housing Authority of the City of Linden

I hereby request the installation of Window Guards. _____.

I hereby decline the installation of Window Guards. _____.

TENANT

Dated: _____

WITNESS

Dated: _____

Name:

RESIDENTIAL HOUSING LEASE
FOR NON-PUBLIC HOUSING OVER INCOME FAMILIES

**Entered between the TENANT and the
HOUSING AUTHORITY OF THE CITY OF LINDEN**

LANDLORD: **Housing Authority of the City of Linden**
 1601 Dill Avenue
 Linden, New Jersey 07036

TENANT(S): _____

DESIGNATION OF DWELLING UNIT ("Premises") LEASED TO THE TENANT:

Development: _____

Address: _____

Apartment #: _____

No. of Bedrooms: _____

The **Housing Authority of the City of Linden** (hereinafter "**Authority**" or "**Landlord**"), a body corporate organized and existing under the laws of the State of New Jersey, enters into this Dwelling Lease for the above-referenced Premises in reliance upon the representations made to it by the **Tenant**, as to his/her household composition and housing needs. The Authority and the Tenant agree to lease the Premises identified above according to the following terms and conditions of this Lease. The Premises DO NOT include building exteriors and unit entry/exit doors, which shall remain within the possession and under the control of the Authority.

1. HOUSEHOLD COMPOSITION	1
2. LEASE/TERM OF LEASE	1
3. PAYMENTS DUE UNDER THE LEASE.....	2
4. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY	5
5. OCCUPANCY	6
6. OBLIGATIONS OF THE AUTHORITY	6
7. OBLIGATIONS OF THE TENANT	7
8. DEFECTS, HAZARDS TO LIFE, HEALTH OR SAFETY	12
9. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS	13
10. ENTRY OF PREMISES DURING TENANCY	13
11. NOTICE.....	14
12. TERMINATION OF LEASE	14
13. GRIEVANCE PROCEDURE.....	21
14. WAIVER.....	21
15. MODIFICATIONS	21
16. MISCELLANEOUS:	22
17. HOUSEKEEPING STANDARDS.....	24
18. COMMUNITY SERVICE AND SELF SUFFICIENCY	27
19. SURVIVAL.....	27
20. REGISTRATION STATEMENT	27
21. TRUTH IN RENTING STATEMENT	27
22. FEDERAL CRIME INSURANCE STATEMENT	27
23. LEAD WARNING STATEMENT	28
24. EXTENDED LEAVE OF ABSENCE FROM YOUR UNIT	28
25. VIOLENCE AGAINST WOMEN ACT PROTECTIONS	28
26. COMPLETE DOCUMENT/RECEIPT FOR ATTACHMENTS	30
TENANT’S CERTIFICATION.....	31

1. HOUSEHOLD COMPOSITION

Tenant agrees that the persons identified below are the only members of his/her household that will reside at the Premises. Each household member should be listed by age, oldest to youngest. All household members over age eighteen (18) must execute this Lease.

Names of Household Members	Relationship to Tenant	Date of Birth	Age
_____	<u>Head of Household</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Tenant agrees to immediately report to the Authority any additions to the household resulting from the birth, adoption, or court-awarded custody of a child. **Tenant agrees to request Authority approval for any other additions to the household (e.g. foster child or live-in aide).** Such approval will be granted only if the requested individual passes the Authority’s screening criteria and a unit of the appropriate size is available.

Tenant agrees to wait for the Authority’s approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the Lease, for which the Authority may terminate the Lease in accordance with Section 12 of this Lease.

Tenant agrees to immediately report to the Authority any changes in household composition resulting from any authorized household member discontinuing to reside in the Premises.

2. LEASE/TERM OF LEASE

The Authority leases the Premises described above to the Tenant for a term of one calendar year beginning on _____, _____ unless properly terminated pursuant to the terms of the Lease and the applicable Federal and State of New Jersey statutes and regulations. The Lease shall not automatically renew.

Modifications to the Lease shall be made pursuant to Section 15 of this Lease. By agreement of the parties, provisions of this Lease may be renewed by incorporation of this document into an addendum or rider which sets forth any new or changed provisions of the Lease.

3. PAYMENTS DUE UNDER THE LEASE

Rent shall remain in effect unless adjusted by the Authority pursuant to Section 4 of this Lease. The amount of rents and payments are subject to change during the term of the Lease as determined by the Authority in accordance with regulations and requirements of the United States Department of Housing and Urban Development (“HUD”) and in accordance with the Authority’s Admissions and Continued Occupancy Policy. If this Lease is an extension of occupancy by the Tenant under a prior lease or leases with the Authority, any amount due under the prior lease or leases may be charged and collected as if the indebtedness had occurred under this Lease.

(A) Rent

If applicable, the initial rent (prorated for partial month) shall be \$ _____ and shall be paid prior to the Tenant moving in. Otherwise, rent shall be in the monthly sum of \$ _____, which shall be due and payable from the Tenant in advance on the first day of each month. Payment shall be made by money order or check payable to the Housing Authority of the City of Linden. The Authority can refuse to accept personal checks when the Authority, in their sole discretion, determines that it is warranted by the circumstances and whenever a court action has been instituted for nonpayment of rent. The Authority WILL NOT accept cash. These rents will remain in effect until adjusted in accordance with the provisions of this Lease.

(B) Security Deposit

Tenant agrees to pay a security deposit in the total amount of \$ _____, which the Tenant must pay in full on the same date that the first month’s rent is due and payable. The security deposit is made to the Authority as security that the Tenant will comply with all the terms of this Lease.

In collecting the security deposit, the Authority will comply with the Rent Security Law (N.J.S.A. 46:8-19 et seq.). This includes investing the security deposit into an insured money market fund established by an investment company based in the State of New Jersey who is registered under the “Investment Company Act of 1940” and whose shares are registered under the “Securities Act of 1933”, where the only investments of which fund are instruments maturing in one year or less OR depositing the security deposit in a state or federally chartered bank, savings bank or savings and loan association in the State of New Jersey insured by an agency of the federal government, in an account bearing a variable rate of interest, which will be established at least quarterly, which is similar to the average rate of interest on active interest-bearing money market transaction accounts paid by the bank or association, or equal to similar accounts of an investment company. The Authority will notify, in writing, the Tenant of the placement of the deposit, including the name and address of the entity in which the money has been placed, along with the

type of account the security was placed in, the current rate of interest for that account, and the amount of such deposit.

Your deposit will be placed in trust in an interest-bearing account located at _____, or in some other banking institution and account as further designated by the Authority. The balance of the interest or earnings will belong to the Tenant and will compound to the Tenant's benefit, or be credited toward the payment of rent due on the renewal or anniversary of the Tenant's Lease.

The total security deposit will not exceed one month's rent (or one and one half month's rent if a pet security deposit is collected). The security deposit may be utilized by the 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 Authority may also use the deposit to insure 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 Authority may demand that the Tenant replace the amount of the security deposit used by the Authority. The Authority will return the deposit, plus the Tenant's accrued interest, less any deductions made, within thirty (30) days of the termination of this Lease. An itemized list of deductions will be given to the Tenant at the same time.

(C) Rent Collection

Payments must be delivered to the Authority office located at **1601 Dill Avenue, Linden, New Jersey 07036. Rent will be collected on business days Monday through Friday 9:00 a.m. until 4:30 p.m.**

Payments made as rent will be applied to any outstanding balances which may include rent, utilities, maintenance, or any other balances owed.

The monthly rent that is payable by the Tenant must be paid in full; no partial payments will be accepted.

(D) Schedule of Charges

A Schedule of Charges to Tenants for maintenance and repair beyond normal wear and tear shall be posted in the on-site management office. Charges are due and payable on the date stated in the notice in which the charge is made, but not sooner than fourteen (14) days after delivery of the notice.

When the Authority determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with a Schedule of Maintenance Charges posted by the Authority or (for work not listed on a Schedule of Maintenance Charges) based on the actual

cost to the Authority for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.

(E) Late Charges

All rent not received in full by the 10th of the month will be deemed delinquent and will be assessed a late charge of \$25.00. This provision does not create a “grace period”. Rent shall remain due no later than the 1st of each month, and rent paid after the 1st will be considered late.

(F) Attorney, Court, and Eviction Costs

Tenant will be charged a fee to cover costs and/or reasonable attorney's fees whenever the Authority incurs costs and attorney fees in connection with legal proceedings in which the Tenant does not prevail in the court action.

In the event of an eviction, the Tenant gives the Authority permission to remove from the Premises and then from the public way any personal property left in the Premises, and to store or to dispose of such property as permitted by law. The Tenant agrees that the Tenant will be responsible for the actual costs for removing any personal property from the Premises, and any other costs directly associated with the eviction. The procedure and time of notification for the Authority's removal of personal property are set forth in Section 12(K)(2) of this Lease.

In the event of the Tenant's eviction or the termination of the tenancy, the Tenant will remain liable for the back payment of rent and costs due to the Authority through date of termination of the tenancy, eviction, removal of Tenant's personal property from the Leased Premises and disposal of Tenant's personal property, if applicable.

(G) Utilities

The Authority will furnish without additional charge the following: heat, electricity, gas, and hot and cold water. Utilities are to be furnished to at least the extent required by local custom and usage, and local and State law. Electricity is that utilized by standard electrical appliances. The Authority is not responsible for the failure to furnish such utilities if the cause is beyond the control of the Authority.

Tenant agrees not to waste the utilities provided by the Authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance or Authority rules restricting or prohibiting the use of space heaters in multi-dwelling units.

Tenant shall be charged for excess utilities used by the Tenant, including utilities used by certain appliances and devices supplied by the Tenant. Tenant must first

seek the Authority's approval before installing or using major appliances supplied by the Tenant in the Premises. A schedule of charges, along with a list of appliances defined as additional major appliances, will be attached to this Lease, and incorporated herein, as well as posted in the Authority office.

(H) Bad Checks

Tenant shall pay the Authority any bank charges for each check which is dishonored for any reason. Current bank charges are posted in the Authority office.

(I) Additional Rent

All charges due under this Lease, including but not limited to late fees, attorneys fees, court costs, returned check fees, additional utility costs, and charges for maintenance and repair beyond normal wear and tear are considered additional rent for purposes of an eviction case for nonpayment of rent, if allowable by law for the particular action.

4. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY

Tenant's non-public housing over-income family is exempt from the Authority's recertification and income reporting requirements.

Tenant shall be charged the **Alternative Rent**, as calculated by the Authority. In the event of any rent adjustment, the Authority will mail or deliver a written "Notice of Rent Adjustment" to the Tenant in accordance with Section 11 of this Lease. All notices will state the effective date of the rent adjustment.

In the case of a rent decrease, the adjustment will become effective on the first day of the month following the change in Alternative Rent. In the case of a rent increase, the adjustment will become effective on the first day of the month following a thirty (30) day notice of the change in Alternative Rent. The Tenant agrees to be bound by any change determined by the Authority to be necessary by application of this subsection.

If the Authority, in its sole discretion, determines that the size of the Premises is no longer appropriate to the Tenant's needs, and a dwelling unit of the appropriate size is available, the Tenant shall be offered the other dwelling unit of appropriate size in accordance with Section 16(H) of this Lease, and Tenant shall move within thirty (30) days unless otherwise authorized by the Authority. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design. If the Tenant fails to accept the other unit, the Authority may terminate this Lease pursuant to the appropriate procedures described in this Lease.

When the Authority redetermines the amount of rent payable by the Tenant, or determines that the Tenant must transfer to another dwelling unit, the Authority shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the Authority's

determination, and that if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the Authority's Grievance Procedure.

5. OCCUPANCY

The Tenant shall have the right to exclusive use and occupancy of the Premises. Tenant must reside in the Premises and the Premises must be Tenant's only place of residence. Guests or visitors of the Tenant may be accommodated for no longer than thirty (30) days per visitor each year. "Guest" means a person in the Premises with the consent of a household member. The Tenant must notify the Authority in writing of all overnight guests staying in the Premises for more than two (2) nights. The written notice must be given no later than the third day before the guest begins staying at the Premises. The notice must indicate the period of time the guest will be staying at the Premises. If any visit will extend beyond thirty (30) days, the Tenant must notify the Authority in writing, stating the reasons for the extended visit, and request permission from the Authority for the extended stay. The guest may only stay beyond thirty (30) days if the extended stay is authorized in writing by the Authority.

6. OBLIGATIONS OF THE AUTHORITY

The Authority shall be obligated, other than for circumstances beyond its control, as follows:

- (A) To maintain the Premises and the project in decent, safe, and sanitary condition.
- (B) To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- (C) To make necessary repairs to the Premises.
- (D) To keep project buildings, facilities, and common areas not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.
- (E) To maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Authority. The Authority shall provide the following appliances for the Premises: cooking range and refrigerator.
- (F) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant household) for the deposit of garbage, rubbish and other waste removed from the Premises by the Tenant in accordance with Section 7(G).
- (G) To supply running water, including an adequate source of potable water, and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year, except where heat or hot water is generated by an installation

within the exclusive control of the Tenant and supplied by a direct utility connection.

- (H) To notify the Tenant of the specific grounds for any proposed adverse action by the Authority. Such adverse action includes, but is not limited to, proposed lease termination, involuntary transfer of the Tenant to another unit, imposition of charges for maintenance and repair, or imposition of charges for excess consumption of utilities.

When the Authority is required to afford the Tenant the opportunity for a hearing under the Authority's Grievance Procedure for a grievance concerning a proposed adverse action:

- (1) The notice of proposed adverse action shall inform the Tenant of the right to request such hearing. In the case of a lease termination, a notice of lease termination in accordance with 24 C.F.R. 966.4(1)(3) shall constitute adequate notice of proposed adverse action. The notice requirements of 24 C.F.R. 966.4(1)(3) are incorporated into Section 12(B) through 12(F) of this Lease.
 - (2) In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until the time for Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) until the grievance process has been completed or terminated.
- (I) To comply with Federal, State, and local nondiscrimination and fair housing requirements, including Federal accessibility requirements and providing reasonable accommodations for persons with disabilities.
 - (J) To establish necessary and reasonable policies for the benefit and well-being of the housing project and the tenants, post the policies in the project office, and incorporate the regulations by reference in the Lease.
 - (K) To consider lease bifurcation, as provided in 24 C.F.R. 5.2009, in circumstances involving domestic violence, dating violence, sexual assault, or stalking, provided that, if the Authority chooses to bifurcate a lease, no assistance will be given for an individual who does not meet public housing eligibility and 24 C.F.R. 5.508(h)(2) applies to submission of evidence of citizenship or eligible immigration status.

7. OBLIGATIONS OF THE TENANT

Tenant shall be obligated as follows:

- (A) Not to assign the Lease or to sublease or transfer possession of the Premises.

- (B) Not to provide accommodations for boarders or lodgers. Not to provide accommodations to guests, other than as provided in Section 5 of this Lease.
- (C) To use the Premises solely as a private dwelling for Tenant and Tenant's household as identified in the Lease, and not to use or permit its use for any other purposes. Tenant must live in the Premises and the Premises must be Tenant's only place of residence. Tenant cannot live somewhere other than the Premises.

With the prior written consent of the Authority, members of the household may engage in legal profit-making activities in the Premises when the Authority determines that such activities are incidental to primary use of the Premises for residence by members of the household. Use of the Premises for legal profit-making activities will be subject to the Authority's policy on such activities.

- (D) To abide by necessary and reasonable regulations issued by the Authority for the benefit and well-being of the housing project and the tenants. These regulations shall be posted in the Authority office and are incorporated by reference in this Lease. Violation of such regulations constitutes a violation of this Lease; provided, however, that any such regulations shall be consistent with the terms of this Lease. In the event of a conflict between any such regulations and any provision of this Lease, the provision of the Lease shall govern.
- (E) To comply with all obligations imposed upon Tenant by applicable provisions of State of New Jersey statutes, regulations, building codes, and housing codes materially affecting health and safety.
- (F) To keep the Premises, adjacent grounds, and other such areas as may be assigned to Tenant's use in a clean, orderly, and safe condition, and to use reasonable care to keep the Premises in such condition as to ensure proper health and sanitation standards for Tenant, household members, and neighbors. If authorized in writing by the Authority, the Tenant may paint or make minor repairs to the Premises at his/her expense. Otherwise, Tenant agrees to make no alterations or repairs or redecorations to the interior of the Premises or to the equipment, nor to install additional equipment or major appliances without written consent of the Authority. Tenant agrees to make no changes to locks or install new locks on exterior doors without the Authority's written approval. Tenant agrees to use no nails, tacks, screws, brackets, or fasteners on any part of the Premises including but not limited to doors, door frames, fences, and fire escapes (a reasonable number of picture hangers excepted) without authorization by the Authority.
- (G) To separate and dispose of all items to be recycled as specified by the Authority. To dispose of all garbage, rubbish, and other waste from the Premises in a sanitary and safe manner. To refrain from, and cause members of Tenant's household or guests to refrain from, littering or leaving trash and debris in common areas. To properly use all trash receptacles for disposal of household waste only.

- (H) To use only as intended and in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances (including elevators). The Tenant shall use all electric, plumbing and other facilities safely, and use no more electricity than the wiring to the Premises or feeders to the Building can safely carry. The Tenant shall obey any written instructions of the Authority for the care and the use of the appliances, equipment, and other personal property on or in the Premises. Landlord will not be responsible for failure to furnish utilities by reason of any cause beyond Landlord's control.
- (I) To refrain from and to cause household members and guests to refrain from destroying, defacing, damaging or removing any part of the Premises or Project.
- (J) To act and to cause household members and guests to act in a manner which is legal, orderly, and which will not disturb his/her neighbors' peaceful enjoyment of their accommodations, and will be conducive to maintaining the Project in a decent, safe, and sanitary condition.
- (K)
 - (1) To assure that the Tenant, any household members, any guests, or any other persons under the Tenant's control, shall not engage in:
 - (a) any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents, employees of the Authority, agents of the Authority, or on-site property management staff responsible for managing the premises;
 - (b) any criminal activity that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises;
 - (c) any drug-related criminal activity on or off the Authority's public housing premises.

Any criminal activity in violation of the preceding sentence shall be cause for termination of the tenancy, and for eviction from the Premises. The term "drug-related criminal activity" means the illegal possession, manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in section 102 of the Controlled Substances Act, 21 U.S.C. 802.

The Tenant agrees not to engage in any other criminal activity affecting the right to peaceful enjoyment of the premises by, or the

well-being of, any other public housing residents or employees while the Tenant is a resident in public housing. Any such criminal activity may also be a cause for termination of the tenancy, and for eviction from the Premises.

- (d) any smoking of prohibited tobacco products in restricted areas, as defined by 24 C.F.R. 965.653(a), or in other outdoor areas that the Authority has designated as smoke-free.
- (2) To assure that the Tenant, any household members, any guests, or any other persons under the Tenant's control, shall not engage in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.
- (L) The Tenant agrees to abide by all the provisions of the Authority's Pet Policy, and to keep no pets or animals in or on the Premises except as permitted by the Authority's Pet Policy and other applicable laws and regulations. Provisions of this Lease pertaining to the Authority's Pet Policy are further outlined in Section 16(F) of this Lease.
- (M) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the Premises, project buildings, facilities, or common areas caused by Tenant, household members, or guests. This shall include damage caused by the failure to report needed repairs. Any damage to the Premises which is not described in the written report of inspection prior to Tenant's occupancy will be presumed to have been caused by Tenant.
- (N) To permit the Authority, pursuant to the provisions of Section 10, entrance to the Premises for the purpose of performing periodic inventories and inspections, reading utility meters and routine maintenance for making improvements or repairs, or to show the Premises for re-leasing.
- (O) To promptly report to the Authority any accident, injury, or any needed repairs to the Premises, and to report known unsafe or unsanitary conditions in the Premises or in common areas and grounds of the project. Tenant's failure to report the need for repairs in a timely manner may be considered to contribute to any damage that occurs.
- (P) To refrain from placing fixtures, fences, tents, or pools in or about the Premises, installing additional locks, chain locks, dead bolts, or making changes or alterations to existing locks or other aspects of the Premises, without prior revocable permission of the Authority in writing. All changes or additions made without the Authority's written consent shall be removed by the Tenant on demand by the Authority at the Tenant's expense, and the Premises shall be returned to its original state and condition. In the event the Tenant fails to comply with the Authority's demands, the Authority will make any removals and any necessary repairs and the

Tenant's account will be charged for time and materials if performed by maintenance staff or actual costs incurred by the Authority if performed by outside vendors or contractors. Charges applied to Tenant's account under this section will constitute additional rent when and if permissible under law.

- (Q) To comply with the provisions of any rider or addendum attached to and incorporated into this Lease.
- (R) To notify the Authority of any absence from the Premises which exceeds ten (10) days, and to give such notification prior to the actual absence.
- (S) Not to display, use, or possess, or allow household members or guests to display, use or possess any firearms (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of New Jersey, anywhere on the property of the Authority in violation of New Jersey law. This includes but is not limited to B.B. guns, air powered rifles, and paintball guns. The display, use, or possession of firearms and/or other weapons in violation of New Jersey law shall be grounds for eviction.
- (T) Not to keep or use flammable materials on the Premises, such as gasoline, kerosene, mineral spirits, turpentine, paint, motor oil or other flammable materials or explosives (including fireworks). To take precautions to prevent fires.
- (U) To leave the Premises upon vacating the Premises in a clean and safe condition, normal wear and tear excepted, and to return all keys to the Authority. The Tenant shall remove all of the Tenant's personal property upon the termination of the Lease. Any property left by the Tenant in or about the Premises for thirty (30) days or more after he/she vacates will be considered as abandoned and may be disposed of as the Authority sees fit pursuant to Authority's policy, as further provided in Section 12(K) of this Lease. Reasonable and actual storage and disposal costs may be charged to the Tenant.
- (V) To act in a cooperative manner with neighbors and the Authority's staff or agents. To refrain from, and cause household members or guests to refrain from, acting or speaking in an illegal, abusive, or threatening manner toward neighbors and the Authority's staff or agents.
- (W) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the Premises.
- (X) To refrain from erecting or hanging radio antennas, television antennas, or satellite dishes on or from any part of the Premises or Authority property, except in accordance with any regulations set by the Authority with the prior written approval of the Authority.

(Y) To remove from Authority property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the Authority. Any inoperable or unlicensed vehicle as described above will be removed from Authority property at Tenant’s expense. Automobile repairs, including oil changes, are not permitted on the project site.

(Z)

(1) Not to commit any fraud in connection with any Federal housing assistance program, and

(2) Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease.

(AA) [Intentionally omitted].

(BB) Not to allow in or near the Premises a person on the Defiant Trespass List for the Authority. The Defiant Trespass List for the Authority will be regularly posted in conspicuous areas on Authority property, including in the Authority’s main office.

It will be a serious violation of this Lease to allow any such person on or near the Premises after notice that such person is on the Authority’s Defiant Trespass List. Tenant may not harbor or entertain, in the Premises or on Authority property, those individuals on the Defiant Trespass List. Failure to abide this provision will cause action to be taken against the Tenant by the Authority, which may include service of Notice to Cease and/or termination of the Lease.

(CC) Not to display any signs, flags, banners, bumper stickers, pennants, or gang colors whatsoever.

(DD) Not to use or operate motorized vehicles including scooters, bikes, dirt bikes, or midget cars on any Authority property including but not limited to parking lots, recreation areas, and sidewalks.

(EE) Not to use any fire pits, chimineas, or outdoor fireplaces of any kind.

(FF) Not to use the Authority electrical system to power any devices outside the Premises, including but not limited to outdoor lighting, power tools, or electrical appliances.

8. DEFECTS, HAZARDS TO LIFE, HEALTH OR SAFETY

(A) In the event the Premises are damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, the Tenant shall immediately report such damages to the project management. Tenant also agrees to immediately report all other damages to the Premises to the project management.

- (B) The Authority shall be responsible for repair of the Premises within a reasonable time; provided that, if the damage was caused by the Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to the Tenant.
- (C) The Authority shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time. The Authority is not required to offer Tenant a replacement unit if the hazardous condition was caused by Tenant, household members, or guests. Tenant shall accept any replacement unit offered by the Authority.
- (D) In the event repairs are not made in accordance with subsection (B), or alternate accommodations are not provided in accordance with subsection (C), rent shall be abated in proportion to the seriousness of the damage and loss suffered by the Tenant, provided, however, that no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant, household members, or guests.
- (E) In the event the Tenant claims a rent adjustment under the provisions of this section, he/she shall pay the entire amount of rent due for the period for which a rent adjustment is claimed to the Authority to be held in escrow pending a decision in accordance with the Grievance Procedure referred to in Section 13 of this Lease.

9. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS

- (A) The Authority and the Tenant, or the Tenant's representative, shall inspect the Premises prior to occupancy by the Tenant. The Authority will furnish the Tenant with a written statement of the condition of the Premises and the equipment provided therein. The statement shall be signed by the Authority and the Tenant, and a copy shall be retained by the Authority in the Tenant's file.
- (B) At the time the Tenant vacates the Premises, the Authority shall inspect the Premises and furnish the Tenant with a written statement of any charges. The Authority shall notify the Tenant of the inspection, and the Tenant and/or Tenant's representative may join in such inspection, unless the Tenant vacates the Premises without prior notice to the Authority.

10. ENTRY OF PREMISES DURING TENANCY

- (A) Upon reasonable advance notification to the Tenant, the Authority or its authorized employee, agent, contractor, or representative, shall be permitted to enter the Premises during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the Premises for re-leasing. A written statement specifying the purpose of entry by the Authority, delivered to the Premises at least **two (2) days** before such entry, shall be considered reasonable advance notification. Response to requests by Tenants for

repairs and services will not require two (2) days' notice. When Tenant calls to request maintenance on the Premises, the Authority shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the Premises when the Authority comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

- (B) The Authority may enter the Premises at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- (C) In the event that Tenant and all adult household members are absent from the Premises at the time of entry, the Authority shall leave on the Premises a written statement specifying the date, time, and purpose of entry prior to leaving the Premises.

11. NOTICE

- (A) Except as provided in Section 10, notice to the Tenant shall be in writing and delivered to the Tenant or to an adult household member, or sent by prepaid first-class mail, properly addressed to the Tenant. The notice shall be provided in a form to allow meaningful access for and to ensure effective communication with persons who are limited English proficient and/or disabled, provided that the Authority has prior notice of the Tenant's limited English proficiency and/or disability.
- (B) Notice to the Authority shall be in writing, delivered to the Authority's office at 1601 Dill Avenue, Linden, New Jersey 07036, or sent to that office by prepaid first-class mail, properly addressed to the Authority's office.
- (C) Notices sent by regular first-class mail shall be deemed delivered on the second business day after depositing the same for mailing with the U.S. Postal Service, postage prepaid. Unopened, canceled, first-class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.

12. TERMINATION OF LEASE

- (A) If there has been a serious or repeated violation of material terms of the Lease, or for other good cause for lease termination, the Authority reserves the right of re-entry which allows the Authority to terminate this Lease and re-enter the Premises. This is done through an eviction procedure in court to remove the Tenant.

The Authority shall not terminate or refuse to renew this Lease other than for serious or repeated violation of material terms of the Lease or for other good cause. The following terms shall be considered material terms but are not an exclusive listing:

- (1) Obligations of the Tenant identified in Sections 4 and 7 of this Lease, and other obligations of the Tenant identified elsewhere in this Lease.

- (2) Nonpayment of rent.
- (3) Repeated late payment of rent.
- (4) Serious or repeated interference with the rights of other tenants.
- (5) Serious or repeated damage to the Premises or the Authority premises. Creation of physical hazards in the Premises, common areas, common grounds, or parking areas of any project site.
- (6) Unauthorized alteration, unauthorized repair, sale, destruction or other disposition of the Premises or any part thereof.
- (7) Failure to report a change to household composition or failure to provide any other information required by this Lease.
- (8) Misrepresentation (intentional or unintentional) of any material fact in the application for housing, or any other material misstatements submitted to the Authority, including, but not limited to, information on household income, composition, assets, or eligibility for housing.
- (9) Violation of any rule or provision of the Authority's Pet Policy. The Authority's Pet Policy is incorporated into this Lease by reference.
- (10) Such change in household size or composition as to render inappropriate the Tenant's continued occupancy of the Premises.
- (11)
 - (a) Any activity by the Tenant, household member, guest or other person under Tenant's control, including criminal activity, which threatens the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents, employees of the Authority, agents of the Authority, or on-site property management staff responsible for managing the premises.
 - (b) Any activity by the Tenant, household member, guest or other person under Tenant's control, including criminal activity, that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises.
 - (c) Any drug-related criminal activity as defined in Section 7(K) of this Lease.
 - (d) Alcohol abuse as defined in Section 7(K) of this Lease.

- (e) Furnishing false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.
- (12) Violation of the Authority’s Admissions and Continued Occupancy Policy, or serious or repeated violation of any of the Authority’s rules or regulations applicable to the Premises or the public housing premises as posted and in effect from time to time.
- (13) Weapons or illegal drugs seized in the Premises or on Authority premises by a law enforcement officer.
- (14) Any fire on Authority premises caused by the Tenant, household members, or guests’ actions or neglect.
- (15) In the event that the Tenant becomes so physically or mentally incapable of maintaining the Premises in a habitable condition or of caring for his/her physical or mental needs such that reasonable accommodations will not be sufficient to meet such needs and where the Tenant cannot arrange for someone to assist in performing these functions.

However, to the extent feasible, if during the term of this Lease, Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and cannot make arrangements for someone to aid him/her in complying with the Lease, and the Authority cannot make any reasonable accommodation that would enable Tenant to comply with the Lease, then the Authority will assist Tenant, or designated member(s) of Tenant’s family, to find more suitable housing and move Tenant from the Premises. If there are no family members who can or will take responsibility for moving Tenant, the Authority will, to the extent feasible, work with appropriate agencies to secure suitable housing.

At the time of admission, the Tenant must identify the family member(s) or other designated person(s) to be contacted if the Tenant becomes unable to comply with Lease terms.

Nothing herein shall be construed to compel the Authority to provide accommodations or continued residency to a Tenant or to household members who, because of physical, mental or emotional illness, have become a threat to the health or safety of such Tenant or household members themselves, or who have become a threat to the health, safety, or right to peaceful enjoyment of the Authority premises of any other Tenant or Authority employee or agent.

- (16) Allowing in or near the Premises a person on the Authority's Defiant Trespass List.
 - (17) Failure to live in the Premises or residing somewhere other than the Premises.
 - (18) Violation of any rule or provision of the Authority's Smoke-Free Policy. The Authority's Smoke-Free Policy is incorporated into this Lease by reference.
- (B)** The Authority shall give written notice of termination of this Lease of:
- (1) Fourteen (14) days in the case of failure to pay rent.
 - (2) A reasonable time considering the seriousness of the situation (but not to exceed thirty (30) days):
 - (a) If the health or safety of other residents, Authority employees, or persons residing in the immediate vicinity of the Premises is threatened; or
 - (b) If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or
 - (c) If any member of the household has been convicted of a felony.
 - (3) Thirty (30) days in all other cases, unless New Jersey State law provides a shorter time frame, in which case the shorter time frame shall apply.
- (C)** The notice of lease termination to the Tenant shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. The notice shall also inform the Tenant of the right to examine the Authority's documents directly relevant to the termination or eviction. When the Authority is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with the Authority's Grievance Procedure.
- (D)** A notice to vacate or quit and a demand for possession, which are required by New Jersey State law, may be combined with and run concurrently with a notice of lease termination.
- (E)** When the Authority is required to afford the Tenant the opportunity for a hearing under the Authority's Grievance Procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any notice to vacate under New Jersey State law has expired) until the time for the Tenant to request a grievance

hearing has expired, and (if a hearing was timely requested by the Tenant) until the grievance process has been completed or terminated.

- (F) When the Authority is not required to afford the Tenant the opportunity for a hearing under the administrative Grievance Procedure for a grievance concerning the lease termination, and the Authority has decided to exclude such grievance from the Grievance Procedure, the notice of lease termination shall:
- (1) State that the Tenant is not entitled to a grievance hearing on the termination.
 - (2) Specify the judicial eviction procedure to be used by the Authority for eviction and state that the procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations.
 - (3) State whether the eviction is for criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Authority, or for any drug related criminal activity.
- (G) The Authority may evict the Tenant from the Premises only by bringing a court action.
- (H) In deciding to evict for criminal activity, the Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by household members, and the effects that the eviction would have on household members not involved in the prohibited activity and on the Tenant's neighbors. In appropriate cases, the Authority may impose a condition that household members who engaged in the prohibited activity will not reside in or visit the Premises. The Authority may require a household member who has engaged in a pattern of abuse of alcohol and/or the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the Premises.
- (1) The Authority may evict the Tenant by judicial action for criminal activity in accordance with this section if the Authority determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.
 - (2) If the Authority seeks to terminate the tenancy for criminal activity as shown by a criminal record, the Authority must notify the household of the proposed action to be based on the information and must provide the subject of the record and the Tenant with a copy of the criminal record before a court trial concerning the termination of tenancy or eviction. The Tenant

must be given an opportunity to dispute the accuracy and relevance of that record in the court trial.

- (3) The Authority may not pass along to the Tenant the costs of a criminal records check.

- (I)** Notice to Post Office: When the Authority evicts an individual or household from the Premises for engaging in criminal activity, including drug-related criminal activity, the Authority shall notify the local post office serving the Premises that such individual or household is no longer residing in the Premises. This action will be taken so that the Post Office will terminate delivery of mail for such persons at the Premises, and such persons will not return to the property for pickup of the mail.

- (J)** The Authority shall provide the Tenant a reasonable opportunity to examine, at the Tenant's request, before an Authority grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, records, and regulations which are in the possession of the Authority, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be allowed to copy any such documents, records, and regulations at the Tenant's expense. A notice of lease termination shall inform the Tenant of the Tenant's right to examine the Authority's documents, records, and regulations concerning such Tenant's termination of Tenancy or eviction. If the Authority does not make documents available for examination upon request by the Tenant in accordance with this procedure, the Authority may not proceed with the eviction.

- (K)** This Lease may be terminated by the Tenant at any time by giving thirty (30) days advance written notice, to become effective at the end of a month, to the Authority in the manner specified in Section 11(B).
 - (1) Tenant agrees to leave the Premises in a clean and good condition, normal wear and tear excepted, and to return the keys to Authority Management when Tenant vacates.
 - (2) Upon termination of tenancy and vacating the Premises, Tenant agrees to remove all personal property from the Premises. In the event Tenant fails to remove any personal property within thirty (30) days of vacating said Premises or to make other arrangements with Authority Management for its disposition, Tenant agrees that Authority Management may dispose of such property as it sees fit without further responsibility or liability of Management to Tenant, provided Authority Management has given thirty (30) days' written notice to Tenant at Tenant's last known address.
 - (3) Tenant agrees to reimburse the Authority to the extent of any amounts expended by Authority Management for moving and storage costs of Tenant's personal property.

-
- (L) This Lease may be terminated and the Authority reserves a right of re-entry upon such termination, for other good cause. Other good cause includes but is not limited to the following:
- (1) Criminal activity or alcohol abuse as provided in this Lease.
 - (2) Discovery after admission of facts that made the Tenant ineligible.
 - (3) Discovery of material false statements or fraud by the Tenant in connection with an application for assistance or with reexamination of income.
 - (4) [Intentionally omitted].
 - (5) Failure to accept the Authority’s offer of a lease revision to an existing lease that is on a form adopted by the Authority in accordance with 24 C.F.R. 966.3; with written notice of the offer of the revision at least thirty (30) days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the Tenant.
 - (6) The Authority may terminate the Lease and evict the Tenant when the Authority determines that a household member is illegally using a drug or when the Authority determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
 - (7) The Authority must immediately terminate the Lease and evict the Tenant if the Authority determines that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
 - (8) The Authority may terminate the Lease and evict the Tenant if Tenant or any household member is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is an indictable crime or serious disorderly persons offense; or violating a condition of probation or parole imposed under Federal or State law.
- (M) Tenant understands that this is public housing in a public housing authority and that Tenant’s leasehold interest may not pass upon death in a will or intestate court proceeding, as per Federal law. Upon the death of the sole tenant and only household member, the Lease will automatically terminate fourteen (14) days after the Tenant’s death.

13. GRIEVANCE PROCEDURE

Other than eviction disputes referred to in Section 12(F) (involving a Tenant's criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Authority employees or agents, or involving drug-related criminal activity), all disputes concerning the obligations of the Tenant and residents of the Authority under this Lease shall be processed and resolved pursuant to the Grievance Procedure of the Authority which is in effect at the time such grievance or appeal arises. The procedure shall be posted in the Authority's office and is incorporated into this Lease by reference.

14. WAIVER

(A) No Waiver of Rights by Tenant or Landlord

The delay or failure of the Authority or the Tenant to exercise any right or remedy as provided herein shall not affect the right to do so at a later date for similar or other causes. In addition, no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein or within any of the Authority policies or attachments incorporated herein.

(B) No Waiver by Landlord

The Authority does not give up any rights by accepting rent or payments in whole or in part, or by failing to enforce any terms of this Lease. Acceptance of rent or any other payments from the Tenant after this Lease has been terminated shall not negate or void the Lease termination, nor shall the acceptance of rent create a new tenancy.

15. MODIFICATIONS

Modifications of this Lease must be accompanied by a written rider to the Lease executed by the Authority and the Tenant, except for rent redeterminations, appropriateness of dwelling size, schedules of special charges for services or repairs, utility charges, or returned check charges, and rules and regulations which are incorporated into the Lease by reference. Matters incorporated into the Lease by reference shall be publicly posted in a conspicuous manner in the Authority's office and shall be furnished to the Tenant upon request. If such schedules, rules and regulations are modified, the Authority shall give at least a thirty (30) day written notice to each affected Tenant setting forth the proposed modification, the reasons for the modification, and provide the Tenant an opportunity to present written comments which shall be considered by the Authority prior to the effective date of the proposed modification.

16. MISCELLANEOUS:

(A) Captions

Captions or Section Headings contained in this Lease are set forth for convenience of reference only and do not affect the substance of the sections so captioned.

(B) Counterparts

This Lease may be executed in several counterparts, each of which shall be considered to be an original.

(C) Integration

The parties have read this Lease. The provisions of this Lease, together with any future supplements or amendments, constitute the entire agreement of the Authority and Tenant with respect to the subject matter hereof and there exist no other prior or contemporaneous oral or written agreements with respect to such subject matter. No other changes hereto shall be made except in writing, signed and dated by the Tenant and an authorized representative of the Authority.

(D) Prior Leases Between Tenant and the Authority

It is hereby further understood and agreed between the Tenant and the Authority that the Authority reserves all rights and remedies to terminate this Lease and/or to make any claim for rent due or other charges or other Lease violations arising under any prior Lease with the Tenant for the Premises and/or other premises leased by the Authority, and that such claims may be enforced as if arising under this Lease.

(E) Foster Child/Live-in Aide

With the prior written consent of the Authority, a foster child or a live-in aide may reside in the Premises, provided that the accommodations of such persons conform to the Authority's occupancy standards. The Authority may adopt reasonable policies concerning residence by a foster child or a live-in aide, and in defining the circumstances in which the Authority's consent will be given or denied. Under such policies, the factors considered by the Authority may include whether the addition of a new occupant may necessitate a transfer of the household to another unit, and whether such units are available.

"Live-in aide" means a person who resides with an elderly, disabled or handicapped person and who is determined to be essential to the care and well-being of the person, is not obligated for the support of the person, and would not be living in the Premises except to provide the necessary supportive services.

(F) Pet Policy

- (1) Tenants are permitted to own and keep common household pets, as defined by the Authority's Pet Policy, in accordance with the pet rules contained in the Authority's Pet Policy.
- (2) The Authority's Pet Policy is incorporated into this Lease by reference. The Authority's Pet Policy shall be posted in the Authority's office, and copies shall be made available to all Tenants.
- (3) The Tenant agrees to comply with the rules of the Authority's Pet Policy. Any violation of the rules of the Authority's Pet Policy may be grounds for removal of the pet and/or termination of the tenancy, in accordance with Federal, State of New Jersey, and local law and regulations.

(G) Window Guard Policy

THE AUTHORITY IS REQUIRED BY LAW TO PROVIDE, INSTALL, AND MAINTAIN WINDOW GUARDS IN THE APARTMENT IF A CHILD OR CHILDREN TEN (10) YEARS OF AGE OR YOUNGER IS, OR WILL BE, LIVING IN THE APARTMENT OR IS, OR WILL BE, REGULARLY PRESENT THERE FOR A SUBSTANTIAL PERIOD OF TIME, IF THE TENANT GIVES THE AUTHORITY A WRITTEN REQUEST THAT THE WINDOW GUARDS BE INSTALLED. THE AUTHORITY IS ALSO REQUIRED, UPON THE WRITTEN REQUEST OF THE TENANT, TO PROVIDE, INSTALL, AND MAINTAIN WINDOW GUARDS IN THE HALLWAYS TO WHICH PERSONS IN THE TENANT'S UNIT HAVE ACCESS WITHOUT HAVING TO GO OUT OF THE BUILDING.

WINDOW GUARDS ARE ONLY REQUIRED TO BE PROVIDED IN FIRST FLOOR WINDOWS WHERE THE WINDOWSILL IS MORE THAN SIX FEET ABOVE GRADE OR THERE ARE OTHER HAZARDOUS CONDITIONS THAT MAKE INSTALLATION OF WINDOW GUARDS NECESSARY TO PROTECT THE SAFETY OF CHILDREN.

(H) Transfer of Tenant

There shall be no transfers of families from one unit to another except as set forth in the Authority's Admissions and Continued Occupancy Policy.

If Authority Management determines that the size of the Premises is no longer appropriate to Tenant's needs or situation, the Authority may provide notification to Tenant in accordance with Section 11 of this Lease, that Tenant will be required to move to an available unit of appropriate size, subject to all applicable laws and regulations. The Tenant will have thirty (30) days to move.

If the Tenant qualifies for a transfer, pursuant to the Admissions and Continued Occupancy Policy, or a transfer is initiated by the Authority, and the Tenant fails to accept the unit offered by the Authority or fails to move within the 30-day time frame, the Authority may terminate this Lease pursuant to the appropriate procedures described in this Lease.

(I) Former Tenants

Tenant shall not be given permission to allow a former tenant of the Authority to sleep overnight in the Premises for any period of time after the former tenant has been evicted for any lease violation involving any activity that creates or results in danger or injury to persons or to Authority property, or any prohibited activity that creates or results in serious or repeated interference with the rights and well-being of other tenants, Authority employees, Authority agents, or any of these persons' peaceful enjoyment of the premises.

(J) Access to Unit

If and when the Authority Management cannot gain access to the Premises as a result of action or inaction of Tenant, Tenant agrees and understands that such action or inaction of Tenant can be used by the Authority as evidence of the Tenant's fault, which if proven in court can result in a finding of the Tenant's liability and the Authority's non-liability for any conditions resulting from the lack of inspection or correction as a consequence of Tenant's failure to provide access to the Premises.

(K) Locks on Door

If the Tenant has installed a lock on the entrance door without providing the Authority Management with a duplicate key, Tenant shall pay the cost of any damage caused in order to secure entry during an emergency, provided that the Authority has limited such damage to that necessary for entry and that the emergency was not caused by any action or inaction of the Authority.

17. HOUSEKEEPING STANDARDS

In an effort to improve the livability and conditions of the apartments owned and managed by the Authority, uniform standards for resident housekeeping have been developed for all tenant families.

(A) Authority Responsibility

The standards that follow will be applied fairly and uniformly to all tenants. The Authority will inspect each unit pursuant to Section 10 of this Lease to determine compliance with the standards. Upon completion of an inspection, the Authority will notify Tenant in writing if he/she fails to comply with the standards. The

Authority will advise Tenant of the specific corrections required to establish compliance. Within a reasonable period of time, the Authority will schedule a second inspection. Failure of inspections will constitute material violations of the Lease terms.

(B) Tenant Responsibility

Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a material violation of the Lease terms and can result in eviction.

(C) Housekeeping Standards - Inside the Apartment

General

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floor: should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork: should be clean, free of dust, gouges or scratches.
- (6) Door: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (7) Heating units: should be dusted and access uncluttered.
- (8) Trash: shall be disposed of properly and not left in the Premises.
- (9) Pests: Premises should be free of rodent or insect infestation.

Kitchen

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer should have no more than one inch of ice.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited

to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.

- (4) Exhaust Fan: should be free of grease and dust.
- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in covered container until removed to the disposal area.

Bathroom

- (1) Toilet and tank: should be clean and odor free.
- (2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- (3) Lavatory: should be clean.
- (4) Exhaust fans: should be free of dust.
- (5) Floor: should be clean and dry.

Storage Areas

- (1) Linen closet: should be neat and clean.
- (2) Other closets: should be neat and clean. No highly flammable materials should be stored in the Premises.
- (3) Other storage areas: should be clean, neat and free of hazards.

(D) Housekeeping Standards - Outside the Apartment

- (1) Yards: should be free of debris, trash, and abandoned carts and furniture. Exterior wall should be free of graffiti. Grass and shrubs shall be kept mowed and trimmed.
- (2) Porches: should be clean and free of hazards. Any items stored on the porch shall not impede access to the Premises.
- (3) Steps: should be clean, and free of hazards.

- (4) Sidewalks: should be clean and free of hazards.
- (5) Outside Doors/Storm Doors: should be clean and intact.
- (6) Parking Lot: should be free of abandoned cars. No car repairs are allowed in the lots including oil changes.
- (7) Hallways: should be clean and free of hazards. No storage is allowed in hallways including bikes, shopping carts, umbrellas, or clothing articles.
- (8) Stairwells: should be clean and uncluttered.
- (9) Laundry areas: should be clean and neat. Remove lint from dryers after use.

18. COMMUNITY SERVICE AND SELF SUFFICIENCY

Tenant's non-public housing over-income family is exempt from the Authority's community service and self-sufficiency requirements.

19. SURVIVAL

If any agreement or portion of this Lease is invalid or contrary to law, the rest of the Lease shall remain in effect.

20. REGISTRATION STATEMENT

Pursuant to N.J.S.A. 46:8-28 and 46:8-29, the Authority attaches its Registration Statement which the Tenant acknowledges receipt of.

21. TRUTH IN RENTING STATEMENT

Pursuant to N.J.S.A. 46:8-43 through 46:8-49, the Authority attaches a copy of the truth in Renting Statement which the Tenant acknowledges receipt of.

22. FEDERAL CRIME INSURANCE STATEMENT

The Landlord recognizes that N.J.S.A. 46:8-39 requires the distribution to tenants of information regarding crime insurance through the Federal Crime Insurance Program. However, as the Federal Crime Insurance Program has expired and has not been renewed by the Federal government, the Program is no longer in existence. As such, no information is available for distribution to tenants pursuant to N.J.S.A. 46:8-39.

23. LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. If the Premises were built before 1978, the Authority shall disclose the presence of known lead-based paint and/or lead-based paint hazards in the Premises and provide Tenant with a Federally approved pamphlet on lead poisoning prevention.

An addendum entitled “Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards” is attached to this Lease for your review and signature. This disclosure is incorporated into, and made a part of, this Lease.

24. EXTENDED LEAVE OF ABSENCE FROM YOUR UNIT

Tenant may not be absent from the Premises for more than thirty (30) continuous days without verification of medical necessity or treatment from a doctor. Prior to any extended leave of absence from the Premises, notification must be given to the Authority in writing and must include an address and phone number for contact in case of emergency. Absence from the Premises in violation of this provision will be considered a substantial breach of a material provision of the Lease, warranting termination of the Lease by the Authority.

Even if absence from the Premises beyond thirty (30) continuous days is authorized by a doctor and valid verified documentation is submitted to the Authority in support of the medical need for such absence, in no case may Tenant be absent from the Premises for more than ninety (90) continuous days without providing a date certain that Tenant will return to the Premises. The return date must be within thirty (30) days of the 90th day of continuous absence. If Tenant fails to provide a date certain of return or fails to return by the date provided, Tenant will be considered in substantial breach of a material provision of the Lease and the Authority may terminate the Lease.

25. VIOLENCE AGAINST WOMEN ACT PROTECTIONS

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

The Authority shall provide Tenant with a Notice of Occupancy Rights under VAWA and a certification form to be completed to document an incident of domestic violence, dating violence, sexual assault, or stalking.

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

If Tenant is the victim of domestic violence, dating violence, sexual assault, or stalking, Tenant may request an emergency transfer to another unit. The Authority has an Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking. Tenant may fill out the Emergency Transfer Request form for the Authority when making the request for the transfer (utilizing HUD form-5383).

The Authority will not terminate Tenant’s Lease on the basis of criminal activity if Tenant or an affiliated individual is the victim or threatened victim of domestic violence, dating violence, sexual assault, or stalking. However, if the perpetrator(s) of such domestic violence, dating violence, sexual assault, or stalking is a member of Tenant’s household, the Authority may bifurcate the Lease in order to pursue eviction against the perpetrator(s).

26. COMPLETE DOCUMENT/RECEIPT FOR ATTACHMENTS

This Lease consists of a total of [] pages and attachments consisting of [] pages.

By signing this Lease, Tenant acknowledges receipts for all attachments which are listed below.

By signing this Lease, the Tenant agrees that all the provisions of this Lease have been read and are understood, and further agrees to be bound by its provisions and conditions as written, as well as all additional documents made a part of the Lease by reference.

**HOUSING AUTHORITY OF THE
CITY OF LINDEN**

Dated: _____

, Property Manager

TENANT(S) AND HOUSEHOLD MEMBERS

Dated: _____

, Tenant

Dated: _____

, Tenant

Dated: _____

, Household Member

Dated: _____

, Household Member

WITNESS

Dated: _____

Name:

TENANT’S CERTIFICATION

I, _____, hereby certify that I, and other members of my Household, have not committed any fraud in connection with any Federal housing assistance program, unless such fraud was fully disclosed to the Authority before execution of the Lease, or before the Authority’s approval for occupancy of the Premises by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to the Authority in connection with any Federal housing assistance program (before and during the Lease term) is true and complete to the best of my knowledge and belief.

Dated: _____, _____, Tenant

**TENANT’S DESIGNATION OF FAMILY MEMBER OR
PERSON TO BE CONTACTED IN THE EVENT THAT TENANT BECOMES
UNABLE TO COMPLY WITH THE TERMS OF THE LEASE.**

Contact Name _____ Relationship _____

Address _____

Telephone _____

ATTACHMENTS:

- | | |
|---|--|
| <input type="checkbox"/> Tenant Handbook | <input type="checkbox"/> Authority Grievance Procedure |
| <input type="checkbox"/> Window Guard Notification | <input type="checkbox"/> Registration Statement |
| <input type="checkbox"/> Truth In Renting Statement | <input type="checkbox"/> Declaration of Section 214 Status |
| <input type="checkbox"/> Pet Policy | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Violence Against Women Act | |
| <input type="checkbox"/> Schedule of Charges | |
| <input type="checkbox"/> Smoke-Free Policy | |
| <input type="checkbox"/> Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards | |
| <input type="checkbox"/> Applicant/Tenant Authorization(s) To Obtain Reports | |

HOUSING AUTHORITY OF THE CITY OF LINDEN

OFFICE ADDRESS: 1601 Dill Avenue
Linden, New Jersey 07036

HOURS: Business Days (typically Monday through Friday)
9:00 a.m. to 4:30 p.m.

TELEPHONE NUMBERS:

MAIN OFFICE: (908) 298-3820

AFTER HOURS (MAINT.): (908) 298-3820 ext. 3

[DATE]

To Tenants and Prospective Tenants of the
Housing Authority of the City of Linden

Dear Tenant/Prospective Tenant:

The State of New Jersey has enacted legislation requiring that owners of multiple dwellings, such as the Housing Authority of the City of Linden (“Authority”), provide, install, and maintain child-protection window guards in apartments and hallways of such dwellings, upon written request of tenants with a child ten (10) years of age or younger. Regulations promulgated by the State of New Jersey Department of Community Affairs pursuant to this recent law also require that owners deliver notice of the requirements of the law as set forth in the regulations. Accordingly, this letter is intended to serve as such notice and sets forth below the requirements of the regulation by which the Authority and its tenants are to abide. The notice is as follows:

THE OWNER (AUTHORITY) IS REQUIRED BY LAW TO PROVIDE, INSTALL, AND MAINTAIN WINDOW GUARDS IN THE APARTMENT IF A CHILD OR CHILDREN 10 YEARS OF AGE OR YOUNGER IS, OR WILL BE, LIVING IN THE APARTMENT OR IS, OR WILL BE, REGULARLY PRESENT THERE FOR A SUBSTANTIAL PERIOD OF TIME IF THE TENANT GIVES THE OWNER (AUTHORITY) A WRITTEN REQUEST THAT THE WINDOW GUARDS BE INSTALLED. THE OWNER (AUTHORITY) IS ALSO REQUIRED, UPON THE WRITTEN REQUEST OF THE TENANT, TO PROVIDE, INSTALL AND MAINTAIN WINDOW GUARDS IN THE HALLWAYS TO WHICH PERSONS IN THE TENANT’S UNIT HAVE ACCESS WITHOUT HAVING TO GO OUT OF THE BUILDING.

WINDOW GUARDS ARE ONLY REQUIRED TO BE PROVIDED IN FIRST FLOOR WINDOWS WHERE THE WINDOWSILL IS MORE THAN SIX FEET ABOVE GRADE OR THERE ARE OTHER HAZARDOUS CONDITIONS THAT MAKE INSTALLATION OF WINDOW GUARDS NECESSARY TO PROTECT THE SAFETY OF CHILDREN.

Should you, as tenant, have a child ten (10) years of age or younger living in the apartment, or regularly present there, and wish to have child-protection window guards installed in hallways above the first floor, or on the first floor where the window sill is more than six feet above grade or where there are other hazardous conditions that make installation of window guards necessary to protect the safety of children, to which persons from your apartment have access without having to go outside, you must first request in writing that the Authority install such window guards.

Should you, as tenant, live on a floor other than the first floor or on the first floor where the window sill is more than six feet above grade or where there are other hazardous conditions that make installation of window guards necessary to protect the safety of children, and have a child ten (10) years of age or younger living in the apartment, or regularly present there, and wish to have child-protection window guards installed in your apartment, you must first request in writing that the Authority install such window guards.

It is important to note that state law prohibits the installation of window guards on any window that provides access to a fire escape. State law also requires that window guards be releasable or removable from the inside (without the use of a key or tool) on an emergency egress window, *i.e.* - any window in a sleeping room located on the second or third floor, other than a window providing access to a fire escape. State law further prohibits any person from obstructing or interfering with the installation of window guards, or otherwise rendering ineffective such window guards.

Should you have any questions regarding the above notice, please contact our office at any time.

Sincerely,

The Housing Authority of the City of Linden

I hereby request the installation of Window Guards. _____.

I hereby decline the installation of Window Guards. _____.

TENANT

Dated: _____

WITNESS

Dated: _____

Name:

Housing Authority of the City of Linden

Pet Policy

Adopted: _____
Resolution: _____

I. Introduction

The Housing Authority of the City of Linden (“Housing Authority”) has adopted this Pet Policy to establish “reasonable pet rules” which incorporate all applicable Federal, State, and local laws and regulations governing pets. Residents are permitted to have “common household pets” so long as they comply with the Housing Authority’s reasonable pet rules. These rules have been designed to help maintain a decent, safe, and sanitary living environment for all residents and to ensure that pet ownership does not infringe upon the rights and privileges of those residents who choose not to own pets.

II. Definitions

The term “common household pet” means a domesticated animal, such as a dog, cat, bird, rabbit, rodent, fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes and which does not constitute a health or safety hazard.

III. General Requirements

a. Application

In order to have a pet on Housing Authority property, a resident must first complete a pet application and submit the application to the Housing Authority for approval. The resident must provide the following information: (1) type of pet; (2) name of pet; (3) age of pet; (4) license number (if applicable); (5) current inoculation information (if applicable); (6) name and address of veterinarian (if applicable); and (7) name of and contact information for responsible party. The resident must submit a picture of the pet and a copy of the pet license (if applicable) with the application.

A pet application may be denied under the following circumstances:

1. The resident fails to supply the required information or documentation.
2. The animal does not meet the definition of a “common household pet”.
3. The animal exceeds the Housing Authority’s rules on size.
4. The resident fails to comply with the Housing Authority’s rules on the number of pets permitted.
5. The animal is not properly licensed.
6. The animal is not properly inoculated.
7. The Housing Authority determines that the resident is unable to fulfill their obligations as a pet owner.
8. The Housing Authority determines that the resident is unable to adhere to the terms of the lease or to these pet rules.
9. The Housing Authority determines that the temperament of the animal is dangerous.

If the Housing Authority denies a pet application, it will issue a written notice to the pet owner within ten (10) business days of its decision. The notice will state the reason for the denial and inform the resident of any rights they may have to appeal the decision.

b. Registration

No resident shall have a pet on Housing Authority property unless and until they have properly registered the pet with the Housing Authority. A pet is deemed registered when the resident has submitted a pet application to the Housing Authority and the Housing Authority has approved their pet application.

A pet registration is valid for one year. In order to renew the pet registration, the resident pet owner must provide updated pet information and documentation. The Housing Authority may refuse to renew a pet registration if the resident pet owner fails to provide the required information and/or documentation or for any other failure to comply with this Pet Policy.

If the Housing Authority refuses to renew a pet registration, it will issue a written notice to the resident pet owner within ten (10) business days of its decision. The notice will state the reason for the refusal and inform the resident of any rights they may have to appeal the decision.

c. Licensing

Pets must be licensed in accordance with state and local law. Proof of licensing must be provided at the time of registration and annually in conjunction with the resident's pet registration renewal.

d. Inoculation

Pets must be inoculated in accordance with state and local law. Proof of proper inoculation must be provided at the time of registration and annually in conjunction with the resident's pet registration renewal.

e. Pet Security Deposit

A pet security deposit of \$300.00 is required. However, if the pet security deposit, when combined with the security deposit already being held by the Housing Authority, equals more than 1 ½ month's rent, the pet security deposit will be reduced so that no more than 1 ½ month's rent is being held in total security deposit by the Housing Authority. The pet security deposit may either be paid in full or in installments (with an initial deposit of \$50.00 and subsequent deposits of \$10.00 per month).

The pet security deposit is an obligation in addition to any other financial obligations generally imposed on residents by terms of their leases. The total security deposit as required in the Lease shall be increased by the amount of the pet security deposit. Refund of the security deposit shall be subject to all of the terms and conditions set forth in the Lease. The pet security deposit is not refundable prior to the premises being vacated by all residents, unless the pet has been permanently removed. The pet security deposit may not be processed from the management office for up to 30 days after the resident has vacated the apartment, or the pet has been permanently removed. This time allows for any evidence of flea infestation and re-surfacing of pet stains and odors that may not be readily apparent immediately after cleaning.

The amount of the pet security deposit shall not serve as a limit on the resident's financial liability for any damages caused by the pet, including but not limited to property damage, cleaning, deodorization, defleaing, replacement and/or personal injuries. Residents shall be jointly and severally liable for the entire amount of all damages caused by the pet.

The pet security deposit is not part of the rent payable by the resident.

f. Number of Pets

No resident shall have more than **one pet**. In the case of fish and turtles, a twenty (20) gallon tank or aquarium will be counted as one pet. In the case of rabbits, rodents, and birds, a cage that is three (3) feet by two (2) feet by two (2) feet will be counted as one pet.

g. Size of Pets

No resident shall have a pet whose adult weight will exceed twenty-five (25) pounds.

h. Permitted Locations

Pets must be maintained within their owner's apartment. Pets are not permitted in the hallways except for proceeding directly to or from the resident pet owner's apartment.

Pets are not permitted in common areas such as lobbies, community rooms, and laundry areas except for those common areas which are entrances to and exits from the building.

i. Control of Pets

Pets must be kept under the resident pet owner's control at all times. When outside of the resident pet owner's apartment and on Housing Authority property, pets must be kept on a leash (dogs and cats only) or in a locked pet carrier. No pet may be tethered or chained at any time.

Residents must control the noise of their pet such that it does not constitute a nuisance to other residents. Failure to control pet noise may result in the removal of the pet from the premises.

Residents are responsible for appropriately training and caring for their pet to ensure that the pet is not a nuisance or danger to other residents and does not damage Housing Authority property. Residents will be required to reimburse the Housing Authority for the actual cost of any and all damages caused by their pet.

The Housing Authority may take all necessary actions under law to remove any pet that causes bodily injury to any resident, staff member, visitor, or guest.

j. Humane Treatment

All resident pet owners shall provide adequate care, nutrition, exercise, and medical attention for their pet. Pets which appear to be poorly cared for, or which are left unattended for longer than the

time periods provided herein, will be reported to a humane society, society for the prevention of cruelty to animals, nonprofit rescue organization, or other local authorities and will be removed from the premises at the pet owner's expense.

Dogs and cats shall not be left unattended overnight. Birds, turtles, rabbits, and rodents shall not be left unattended for over two (2) days. Fish shall not be left unattended for over seven (7) days.

Pets shall be kept free from infestation and illness. Any pet suspected of suffering from rabies or any other disease considered to be a health threat must be immediately removed from the premises until signed evidence from a veterinarian can be produced to indicate that the pet is not so afflicted.

k. Disposal of Waste

Resident pet owners are responsible for the proper disposal of pet waste. Pet waste must be promptly placed in a sealed plastic bag and disposed of as trash. Litter boxes, tanks, aquariums, and cages must be maintained in a sanitary manner. Litter shall not be disposed of by flushing down toilets; it shall be disposed in the same manner as pet waste.

Charges for unclogging toilets or for cleaning up any common area due to pet waste and/or litter shall be billed to, and paid by, the resident pet owner.

l. Alteration of Units

Residents shall not alter their apartment or any other portion of Housing Authority property to install a pet door or create an enclosure of their pet.

m. Responsible Parties

If a resident provides care to another resident's pet, they must notify the Housing Authority and sign a statement indicating that they agree to abide by all of the pet rules provided herein.

Resident pet owners must designate a responsible party for the care of their pet upon their incapacity or death. If the designated responsible party fails to take custody of the pet, the Housing Authority will use its discretion to dispose of the pet. The Housing Authority may use all lawful means to dispose of the pet, including notification of local authorities and placement of the pet with a local animal shelter, humane society, or other entity which provides shelter and/or care to pets. The Housing Authority shall bear no legal or financial responsibility to the resident pet owner for any actions taken pursuant to the foregoing.

n. Visiting Pets

Visiting pets are not permitted unless they are part of a visiting pet program sponsored by a humane society or other nonprofit organization and approved by the Housing Authority.

o. Stray or Unregistered Animals

Residents shall not feed stray or unregistered animals. This shall constitute having a pet without approval from the Housing Authority.

p. Emergency

In the event of an emergency or building evacuation, it is the responsibility of the resident pet owner to remove their pet from the building.

IV. Animal-Specific Requirements

a. Dogs

All dogs must be housebroken at the time of registration.

All dogs must be spayed or neutered at the time of registration or, in the case of underage animals, within thirty (30) days of the pet reaching six (6) months of age. Exceptions may be made upon veterinary certification that subjecting this particular dog to the procedure would be temporarily or permanently medically unsafe or unnecessary. In accordance with N.J.S.A. 2A:42-111(a), dogs owned by senior citizens are not required to be spayed or neutered.

All dogs must be licensed by the proper municipal authority and must always wear a collar showing their license number, their owner's name, and the owner's contact information.

All dogs must be inoculated for parvovirus, distemper, and rabies. Proof of proper inoculation, in the form of a signed document from a legally registered and practicing veterinarian, will be required each year. Exceptions may be made upon veterinary certification that subjecting this particular dog to the inoculations would be temporarily or permanently medically unsafe or unnecessary.

All dogs must be kept on a leash or in a locked pet carrier at all times when they are outside of their owner's apartment. Small dogs should be held and carried through the building even if they are on a leash.

b. Cats

All cats must be litter trained at the time of registration.

All cats must be spayed or neutered at the time of registration or, in the case of underage animals, within thirty (30) days of the pet reaching six (6) months of age. Exceptions may be made upon veterinary certification that subjecting this particular cat to the procedure would be temporarily or permanently medically unsafe or unnecessary. In accordance with N.J.S.A. 2A:42-111(a), cats owned by senior citizens are not required to be spayed or neutered.

All cats must be licensed by the proper municipal authority and must always wear a collar showing their license number, their owner's name, and the owner's contact information.

All cats must be inoculated for feline distemper, feline leukemia, and rabies. Proof of proper inoculation, in the form of a signed document from a legally registered and practicing veterinarian, will be required each year. Exceptions may be made upon veterinary certification that subjecting this particular cat to the inoculations would be temporarily or permanently medically unsafe or unnecessary.

All cats must be kept on a leash or in a locked pet carrier at all times when they are outside of their owner's apartment. Cats should be held and carried through the building even if they are on a leash.

Litter boxes must be cleaned daily so that waste does not accumulate.

c. Birds

Birds shall be kept in a cage which does not exceed the following dimensions: three (3) feet by two (2) feet by two (2) feet. The cage shall not contain more birds than can be maintained in a safe and healthy manner in the cage used by the resident.

Cages must be cleaned daily so that waste and other debris does not accumulate.

d. Rabbits and Rodents

Rabbits and rodents shall be kept in a cage which does not exceed the following dimensions: three (3) feet by two (2) feet by two (2) feet. The cage shall not contain more rabbits or rodents than can be maintained in a safe and healthy manner in the cage used by the resident.

Cages must be cleaned daily so that waste and other debris does not accumulate.

e. Fish

Fish shall be kept in an aquarium which does not exceed twenty (20) gallons. The aquarium shall not contain more fish than can be maintained in a safe and healthy manner in the aquarium used by the resident.

Aquariums must be cleaned regularly so that waste and other debris does not accumulate.

f. Turtles

Turtles shall be kept in a tank or aquarium which does not exceed twenty (20) gallons. The tank or aquarium shall not contain more turtles than can be maintained in a safe and healthy manner in the tank or aquarium used by the resident.

Tanks and aquariums must be cleaned regularly so that waste and other debris does not accumulate.

V. Assistance Animals

a. Purpose

Residents may request, as a reasonable accommodation, the right to keep an assistance animal. An assistance animal does not need specialized training; it simply has to provide assistance or perform tasks for the benefit of a person with a disability, or provide emotional support to alleviate an identified symptom or effect of a person's disability. While dogs are the most common type of assistance animals, other animals can also be assistance animals.

b. Supporting Documentation

When the Housing Authority receives a request for reasonable accommodation involving an assistance animal, and the need for the assistance animal is not readily apparent or known to the Housing Authority, it may request that the resident provide supporting documentation from a physician, psychiatrist, social worker, or other mental health professional. The documentation must establish both that the resident has a disability and that the particular animal in question will provide some type of disability-related assistance or emotional support.

c. Denial of Request

The Housing Authority may deny a request for reasonable accommodation involving an assistance animal for any reason authorized by law.

If the Housing Authority determines, based on objective evidence about the specific animal's actual conduct, that the assistance animal poses a direct threat to the health or safety of others or would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation, it may deny the requested accommodation.

d. Applicability of Pet Policy

Although assistance animals are not pets, they will be required to comply with the same rules as pets (as set forth herein) subject to the following exceptions:

1. Breed, size, and weight limitations do not apply to assistance animals.
2. Pet security deposits do not apply to assistance animals.
3. A visiting assistance animal will be permitted so long as the Housing Authority is notified of the animal's presence by the resident or their visitor and the assistance animal complies with the Pet Policy while on Housing Authority property.

VI. Violation of Policy

Violation of any provision of this Policy by the resident, including failure to pay fees and charges due under this Policy, shall constitute a material and substantial breach of the lease for which the resident may be evicted under New Jersey law.

The Housing Authority may take legal action against a resident whose pet or assistance animal has exhibited violent and/or aggressive tendencies. This includes, but is not limited to, requiring the removal of the pet/assistance animal, termination of the lease, and/or eviction for a material and substantial breach of the lease.

The following shall constitute a substantial and material violation of the resident's lease, thereby authorizing the Housing Authority to terminate the lease:

1. Failure to remedy pet-related nuisances after proper notice from the Housing Authority.
2. Failure to eliminate excessive pet noise or odor after proper notice from the Housing Authority.
3. Unruly, aggressive, vicious, or dangerous pet behavior.
4. Pet-related damage to the resident pet owner's apartment or other Housing Authority property.
5. Repeated problems with vermin or flea infestation.
6. Failure to provide for adequate care of a pet.
7. Leaving a pet unattended for a longer period than permitted by the Pet Policy.
8. Failure to provide adequate and appropriate inoculation of the pet.
9. Failure to observe any other provision of the Pet Policy after proper notice from the Housing Authority.
10. Failure to pay fees and charges due under this Policy.

The Housing Authority may take any necessary lawful action to address any violation of this policy, including above listed items, to include removal of the animal, termination of the lease and any other action authorized by law.

VII. Amendments and Revisions

This Policy may be amended or revised from time to time by the Housing Authority's Board of Commissioners. The Housing Authority will notify residents of all proposed amendments and/or revisions to the Policy in accordance with 24 C.F.R. 966.5.

RECEIPT OF PET POLICY

I hereby acknowledge that I have received a copy of the **Housing Authority of the City of Linden's Pet Policy**. I have read, understand, and agree to comply with the terms of the Pet Policy. I understand that a violation of this Policy may result in the removal of my pet, termination of my lease, and other actions authorized by law. I understand that I am legally and financially responsible for any property damage and/or bodily injury caused by my pet.

Signature: _____

Date: _____

Printed Name: _____

Housing Authority of the City of Linden

Smoke-Free Policy

Adopted: _____
Resolution: _____

I. Introduction

The Housing Authority of the City of Linden (“Housing Authority”) has adopted this Smoke-Free Policy, which incorporates all applicable Federal, State, and local laws and regulations governing smoking. This Policy has been designed to reduce the risks of fire and secondhand smoke, reduce maintenance costs, and help maintain a decent, safe, and sanitary living environment for all residents. This Policy applies to all Housing Authority residents, visitors, officers, employees, volunteers, contractors, and vendors.

II. Definitions

The term “smoking” means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, other tobacco product, or similar lighted product in any manner or in any form. The term includes the use of an electronic smoking device that creates an aerosol or vapor, in any manner or in any form.

The term “electronic smoking device” means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such devices, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

III. General Requirements

a. Buildings

All interior areas of public housing buildings and administrative offices shall be completely smoke-free. Smoking is prohibited in all units, including but not limited to any balconies, decks, patios, and in the common areas of building, including but not limited to, community rooms, community bathrooms, lobbies, reception areas, laundry rooms, hallways, stairways, and offices.

b. Grounds

Smoking is prohibited anywhere within twenty-five (25) feet of a Housing Authority building.

c. Marijuana

The smoking or use of marijuana has been and remains prohibited on all Housing Authority property, including all interior areas of public housing buildings and administrative offices, and all grounds within twenty-five (25) feet of such buildings. The smoking of marijuana, using any means, will be considered a violation of this Policy in addition to constituting a substantial violation of the Lease. The “Violations” section below does not apply to a violation of this Policy for marijuana use. The Housing Authority is entitled to take appropriate tenancy action under the Lease and New Jersey law for the prohibited use of marijuana on Housing Authority property.

IV. Violation of Policy

This Policy shall be incorporated into the Residential Housing Lease and the Housing Authority's Rules and Regulations. Violation of this Policy shall be considered a lease violation and a violation of the Rules and Regulations of the Housing Authority. Appropriate action may be taken in accordance with applicable New Jersey State Law and Federal Regulations for violation of this Policy. Such action can include lease termination and eviction, as set forth below.

Penalties for violating the Smoke-Free Policy:

First Offense:	Written Warning
Second Offense:	Second Written Warning
Third Offense:	Notice to Cease
Fourth Offense:	Lease Termination and Eviction Proceedings

V. Amendments and Revisions

This Policy may be amended or revised from time to time by the Housing Authority's Board of Commissioners. The Housing Authority will notify residents of all proposed amendments and/or revisions to the Policy in accordance with 24 C.F.R. 966.5.

RECEIPT OF SMOKE-FREE POLICY

I hereby acknowledge that I have received a copy of the **Housing Authority of the City of Linden's Smoke-Free Policy**. I have read, understand, and agree to comply with the terms of the Smoke-Free Policy. I understand that a violation of this Policy may result in the termination of my Lease, and other actions authorized by law. I understand that I am legally and financially responsible for any property damage and/or bodily injury caused by my smoking in violation of this Policy.

Signature: _____

Date: _____

Printed Name: _____

Housing Authority of the City of Linden

Notice of Occupancy Rights under the Violence Against Women Act

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.¹ The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that all Federally subsidized affordable housing programs managed by the Housing Authority of the City of Linden (hereinafter “Housing Authority”), including the Public Housing Program, Section 8 New Construction Program, Section 202 PRAC Program, and Section 8 Housing Choice Voucher Program, are in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

Protections for Applicants

If you otherwise qualify for assistance under the Housing Authority’s Public Housing Program, Section 8 New Construction Program, Section 202 PRAC Program, or Section 8 Housing Choice Voucher Program, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

¹ Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Protections for Tenants

If you are receiving assistance under the Housing Authority's Public Housing Program, Section 8 New Construction Program, Section 202 PRAC Program, or Section 8 Housing Choice Voucher Program, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under the Housing Authority's Public Housing Program, Section 8 New Construction Program, Section 202 PRAC Program, or Section 8 Housing Choice Voucher Program solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

The Housing Authority may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If the Housing Authority chooses to remove the abuser or perpetrator, the Housing Authority may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, the Housing Authority must allow the tenant who is

or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, the Housing Authority must follow Federal, State, and local eviction procedures. In order to divide a lease, the Housing Authority may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, the Housing Authority may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, the Housing Authority may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the Housing Authority may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If the Housing Authority does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, the Housing Authority may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer.** The Housing Authority may choose to require that you submit a form, or may accept another written or oral request.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

The Housing Authority will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

The Housing Authority's Emergency Transfer Plan provides further information on emergency transfers, and the Housing Authority must make a copy of its Emergency Transfer Plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

The Housing Authority can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from the Housing Authority must be in writing, and the Housing

Authority must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. The Housing Authority may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to the Housing Authority as documentation. It is your choice which of the following to submit if the Housing Authority asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by the Housing Authority with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he

or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.

- Any other statement or evidence that the Housing Authority has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, the Housing Authority does not have to provide you with the protections contained in this notice.

If the Housing Authority receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), the Housing Authority has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, the Housing Authority does not have to provide you with the protections contained in this notice.

Confidentiality

The Housing Authority must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

The Housing Authority must not allow any individual administering assistance or other services on behalf of the Housing Authority (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

The Housing Authority must not enter your information into any shared database or disclose your information to any other entity or individual. The Housing Authority, however, may disclose the information provided if:

- You give written permission to the Housing Authority to release the information on a time limited basis.
- The Housing Authority needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires the Housing Authority or your landlord to release the information.

VAWA does not limit the Housing Authority's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, the Housing Authority cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if the Housing Authority can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If the Housing Authority can demonstrate the above, the Housing Authority should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's (i.e. the Housing Authority's) violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with:

U.S. Department of Housing and Urban Development
Newark Field Office
One Newark Center
1085 Raymond Boulevard
13th Floor
Newark, New Jersey 07102-5260
Phone: (973) 622-7900
Fax: (973) 645-2323
TTD: (973) 645-3298

For Additional Information

You may view a copy of HUD's final VAWA rule at <https://www.federalregister.gov/d/2016-25888/p-286>. Additionally, the Housing Authority must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact Gerald Volpe, Interim Executive Director, by email Jerry@njpurchasing.com or phone (908) 298-3820 ext. 205.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact:

New Jersey State Department of Children and Families
Office of Domestic Violence Services
P.O. Box 729
Trenton, New Jersey 08625-0729
Phone: 1-855-463-6323

New Jersey Domestic Violence Hotline
1-800-572-7233
24 hours a day/7 days a week

Women's Referral Central Hotline
1-800-322-8092
24 hours a day/7 days a week

New Jersey Address Confidentiality Program (ACP) Hotline
1-877-218-9133
Toll Free (Non-Emergency)

Legal Services of New Jersey Domestic Violence Representation Project
(888) 576-5529

Project S.A.R.A.H
Confidential Hotline: (973) 777-7638

For help regarding sexual assault, you may contact the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at (800) 656-4673 or visit the online hotline at <https://ohl.rainn.org/online/>. You may also contact:

New Jersey Coalition Against Sexual Assault (NJCASA) Hotline
1 (800) 601-7200
24 hours a day/7 days a week

For help regarding stalking, you may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>. You may also call:

Union County Prosecutor's Office
Office of Victim-Witness Advocacy
32 Rahway Avenue
Elizabeth, New Jersey 07202
Phone number: (908) 527-4596
Fax number: (908) 558-2587

Linden Police Department
301 North Wood Avenue
Linden, New Jersey 07036
Phone (Non-Emergency): (908) 474-8500

Attachments: Form HUD-5382 – Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation.

Housing Authority of the City of Linden

Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Emergency Transfers

The Housing Authority of the City of Linden (“Housing Authority”) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (“VAWA”),¹ the Housing Authority allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant’s current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.² The ability of the Housing Authority to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether the Housing Authority has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development

¹ Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

(HUD), the Federal agency that oversees that all Federally subsidized affordable housing programs managed by the Housing Authority of the City of Linden (hereinafter “Housing Authority”), including the Public Housing Program, Section 8 New Construction Program, Section 202 PRAC Program, and Section 8 Housing Choice Voucher Program, are in compliance with VAWA

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD’s regulations at 24 C.F.R. Part 5, Subpart L, is eligible for an emergency transfer, if the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify the Housing Authority’s management office and submit a written request for a transfer to another Housing Authority managed building or program, including the following:

- Public Housing Program
 - Ferguson Towers
- Section 8 New Construction Program
 - Murawski Towers
- Section 202 PRAC Program

- Gregorio Towers
 - Section 8 Housing Choice Voucher Program

The Housing Authority will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the Housing Authority's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Confidentiality

The Housing Authority will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the Housing Authority written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under VAWA for more information about the Housing Authority's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

The Housing Authority cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The Housing Authority will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The Housing Authority may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

Those qualifying for transfer under this Emergency Transfer Plan will have first priority over other categories of tenants seeking transfers and individuals seeking placement from the Waiting List.

If the Housing Authority has no safe and available units for which a tenant who needs an emergency is eligible, the Housing Authority will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, the Housing Authority will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for

assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY). You may also contact:

New Jersey State Department of Children and Families
Office of Domestic Violence Services
P.O. Box 729
Trenton, New Jersey 08625-0729
Phone: 1-855-463-6323

New Jersey Domestic Violence Hotline
1-800-572-7233
24 hours a day/7 days a week

Women's Referral Central Hotline
1-800-322-8092
24 hours a day/7 days a week

New Jersey Address Confidentiality Program (ACP) Hotline
1-877-218-9133
Toll Free (Non-Emergency)

Legal Services of New Jersey Domestic Violence Representation Project
(888) 576-5529

Project S.A.R.A.H
Confidential Hotline: (973) 777-7638

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at (800) 656-4673 or visit the online hotline at <https://ohl.rainn.org/online/>. You may also contact:

New Jersey Coalition Against Sexual Assault (NJCASA) Hotline
1 (800) 601-7200
24 hours a day/7 days a week

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>. You may also call:

Union County Prosecutor's Office
Office of Victim-Witness Advocacy

32 Rahway Avenue
Elizabeth, New Jersey 07202
Phone number: (908) 527-4596
Fax number: (908) 558-2587

Linden Police Department
301 North Wood Avenue
Linden, New Jersey 07036
Phone (Non-Emergency): (908) 474-8500

Attachments:

Form HUD-5382 – Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation.

Form HUD-5383 – Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's): _____

4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____

8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**EMERGENCY TRANSFER
REQUEST FOR CERTAIN
VICTIMS OF DOMESTIC
VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.

If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

(2) You expressly request the emergency transfer. Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER

1. Name of victim requesting an emergency transfer: _____

2. Your name (if different from victim's) _____

3. Name(s) of other family member(s) listed on the lease: _____

4. Name(s) of other family member(s) who would transfer with the victim: _____

5. Address of location from which the victim seeks to transfer: _____

6. Address or phone number for contacting the victim: _____

7. Name of the accused perpetrator (if known and can be safely disclosed): _____

8. Relationship of the accused perpetrator to the victim: _____

9. Date(s), Time(s) and location(s) of incident(s): _____

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. _____

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: _____

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____