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ADMISSIONS AND CONTINUED OCCUPANCY POLICY

This Admissions and Continued Occupancy Policy defines the Hightstown Housing Authority's policies for the operation of the Public Housing Program, incorporating Federal, State, and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

1.0 FAIR HOUSING

It is the policy of the Hightstown Housing Authority (referred to as HHA) to fully comply with all Federal, State, and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development (referred to as HUD) rules and regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, creed, national or ethnic origin, age, marital or familial status, handicap, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Hightstown Housing Authority's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the HHA will provide Federal/State/local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the HHA office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The HHA will assist any family that believes they have suffered illegal discrimination by providing those copies of the appropriate housing discrimination forms. The HHA will also assist them in completing the forms if requested and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

2.0 REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation to take full advantage of the HHA housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the HHA will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the HHA will ensure that all applicants/tenants are aware of the

opportunity to request reasonable accommodations. Most Reasonable Accommodation Requests are done in the interview process and may be made at any time during continued occupancy. Request forms are always available, but requests are mainly oral and taken care of by the staff.

2.1 COMMUNICATION

Anyone requesting an application will also be able to request a Reasonable Accommodation form. Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation,

All decisions granting or denying requests for reasonable accommodations will be in writing.

2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

A. Is the requestor a person with disabilities? For this purpose, the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the HHA will require verification that the person is a person with a disability.

B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the HHA will require documentation that the requested accommodation is needed due to the disability. The HHA will not inquire as to the nature of the disability.

C. Is the requested accommodation reasonable? To be determined reasonable, the accommodation must meet two criteria:

1. Would the accommodation constitute a fundamental alteration? The Hightstown Housing Authority's business is housing. If the request would alter the fundamental business that the Hightstown Housing Authority

conducts, that would not be reasonable. For instance, the Hightstown Housing Authority would deny a request to have the Hightstown Housing Authority do grocery shopping or regularly remove and dispose of garbage for a person with disabilities.

2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Hightstown Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally, individuals know best what they need; however, the Hightstown Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Hightstown Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the Hightstown Housing Authority's programs and services, the Hightstown Housing Authority retains the right, upon consultation with the tenant to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the Hightstown Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the Hightstown Housing Authority will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Hightstown Housing Authority will generally approve such request if it does not violate codes or affect the structural integrity of the unit, provided that the tenant agrees to restore the unit at the tenant's expense.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

3.0 SERVICES FOR NON-ENGLISH-SPEAKING APPLICANTS AND RESIDENTS

The Hightstown Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English to assist non-English speaking families. The following languages shall be covered:

Spanish

4.0 FAMILY OUTREACH

When the Housing Authority's waiting list is open, the Hightstown Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people who cannot or do not read the newspapers; the Hightstown Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel.

The Hightstown Housing Authority will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

5.0 RIGHT TO PRIVACY

All adult members of both applicant and tenant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information authorizes HUD and the HA to request income information for the household from specific sources listed on the form.

The Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement. Applicant or tenant information will not be released outside of HUD or the HA unless there is a signed release of information request from the applicant or tenant.

6.0 REQUIRED POSTINGS

In the office, the Hightstown Housing Authority will make available, in English and in Spanish, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office

hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours

- D. Income Limits for Admission
- E. Excess Utility Charges
- F. Utility Allowance Schedule
- G. Current Schedule of Routine Maintenance Charges
- H. Dwelling Lease
- I. Grievance Procedure
- J. Fair Housing Poster
- K. Equal Opportunity in Employment Poster
- L. Any current Hightstown Housing Authority Notices

7.0 TAKING APPLICATIONS

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at:

Hightstown Housing Authority Main Office, 131 Rogers Avenue, Hightstown, NJ 08520. Applications are taken to compile a waiting list. Due to the demand for housing in the Hightstown Housing Authority's jurisdiction, the Hightstown Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the Hightstown Housing Authority will verify the information.

Applications may be made in person or by mail. If in person, they may be made at the Hightstown Housing Authority Main Office located at 131 Rogers Avenue, Hightstown NJ 08520 on Monday through Friday from 9:00 AM to 4:00 PM (except for holidays). If by mail, they should be mailed to Hightstown Housing Authority, 131 Rogers Avenue, Hightstown, NJ 08520.

Applications will be mailed to interested families upon request.

The completed application will be dated and time-stamped upon its return to the Hightstown Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Hightstown Housing Authority to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is 1-800-852-7899

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

Upon receipt of the family's pre-application, the Hightstown Housing Authority will make a preliminary determination of eligibility. The Hightstown Housing Authority will notify the family in writing of placement on the waiting list, and the approximate wait before housing may be offered. If the Hightstown Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Hightstown Housing Authority will annotate the applicant's file and will update their place on the waiting list.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The Hightstown Housing Authority will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

8.0 ELIGIBILITY FOR ADMISSION

8.1 INTRODUCTION

There are five eligibility requirements for admission to public housing:

1. qualifies as a family,
2. has an income within the income limits,
3. meets citizenship/eligible immigrant criteria,
4. provides documentation of Social Security numbers,
5. signs consent authorization documents.

In addition to the eligibility criteria, families must also meet the Hightstown Housing Authority screening criteria to be admitted to public housing.

8.2 **ELIGIBILITY CRITERIA**

A. Family status.

1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption, or affinity that live together in a stable family relationship.
 - a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
2. An **elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age.
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **near-elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
 - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
 - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
4. A **disabled family**, which is:
 - a. A family whose head, spouse, child, or sole member is a person with disabilities;

- b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed because of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
 6. A **remaining member of a tenant family**.
 7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

B. Income eligibility

1. To be eligible for admission to The Hightstown Housing Authority, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.
2. To be eligible for admission, the family's annual income must be within the very low-income limit set by HUD, unless HUD grants an exception. This means that without a HUD exception, the family income cannot exceed 50 percent of the median income for the area.
3. Income limits apply only at admission and are not applicable for continued occupancy.
4. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Hightstown Housing Authority.
5. If the Hightstown Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit to be eligible to remain as public housing tenants.
6. Income limit restrictions do not apply to families transferring within our Public Housing Program.

C. Citizenship/Eligibility Status

1. To be eligible each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
2. Family eligibility for assistance.
 - a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
 - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the noncitizen rule)
 - c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members 6 years of age and older must provide a Social Security number or certify that they do not have one.

E. Signing Consent Forms

1. To be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
 - a. A provision authorizing HUD or the Hightstown Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
 - b. A provision authorizing HUD or the Hightstown Housing Authority to verify with previous or current employer's income information pertinent to the family's eligibility for or level of assistance.

- c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
- d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

8.3 SUITABILITY

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Hightstown Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, Hightstown Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise, eligible families will be denied admission if they fail to meet the suitability criteria.
- B. The Hightstown Housing Authority will consider objective and reasonable aspects of the family's background, including the following:
 - 1. History of meeting financial obligations, especially rent.
 - 2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants.
 - 3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff or cause damage to the property.
 - 3. History of disturbing neighbors or destruction of property.
 - 4. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
 - 5. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

- C. The Hightstown Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Hightstown Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:
1. A credit check of the head, spouse and co-head.
 2. A rental history check of all adult family members.
 3. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records. In those cases where the household member has lived outside the local jurisdiction, the Hightstown Housing Authority may contact law enforcement agencies where the individual had lived. The Hightstown Housing Authority may also request a check through the FBI's National Crime Information Center (NCIC);
 4. A home visit(optional). The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
 5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

8.4 GROUND FOR DENIAL

The Hightstown Housing Authority is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria.
- B. Do not supply information or documentation required by the application process.
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program.
- D. Have a history of not meeting financial obligations, especially rent.
- E. Have a history of living or housekeeping habits which do not maintain (with or without assistance) their housing in a decent and safe condition, where such habits could adversely affect the health, safety, or welfare of themselves, other tenants, or Hightstown Housing Authority staff.

- F. Have a history of criminal or unlawful activity by any household member involving crimes or offenses of physical violence against persons or property and any other criminal or unlawful activity including drug-related criminal or unlawful activity that would adversely affect the health, safety, or wellbeing of other tenants or staff or cause damage to the property.

Criminal or unlawful activity includes but is not limited to:

1. Crimes of violence against people (e.g., murder, battery, assault)
2. Crimes against property (e.g., burglary, larceny, robbery)
3. Crimes or offenses that impose a financial cost (e.g., vandalism, arson)
4. Crimes or offenses that involve disturbing the peace.
5. Other criminal or unlawful acts that affect the health, safety, or right of peaceful enjoyment of the premises by other residents.
6. Drug-related criminal activity involving personal use or possession for personal use of a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802.
7. Drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell or distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C 802.
8. Drug-related criminal activity involving the illegal sale, distribution or possession with the intent to sell or distribute marijuana.
9. Drug-related offenses involving personal use or possession for personal use of marijuana.

- G. Have a history of disturbing neighbors or destruction of property.

- H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs.

- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from, or any other fraud (such as DSS, SSI, etc.).

- J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use.
- K. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802.
- L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Hightstown Housing Authority may waive this requirement if:
 - 1. The person demonstrates to the Hightstown Housing Authority's satisfaction that the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol.
 - 2. Has successfully completed a supervised drug or alcohol rehabilitation program.
 - 3. Has otherwise been rehabilitated successfully; or
 - 4. Is participating in a supervised drug or alcohol rehabilitation program.
- M. Have engaged in or threatened abusive or violent behavior towards any Hightstown Housing Authority staff or residents.
- N. Have a household member who has ever been evicted from public housing.
- O. Have a family household member who has been terminated under the certificate or voucher program.
- P. Was a former Hightstown Housing Authority housing program participant who vacated the unit in violation of the lease or other program obligations. At the Hightstown Housing Authority discretion, the applicant may be declared eligible if the lease violation is corrected, with the date and time of the application being the time of the correction of the lease violation;
- Q. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property.

- R. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

8.5 *TIME FRAMES FOR DENIAL*

As a rule, applicants may be denied admission to housing for the following time frames (all time frames are calculated from the date of conviction, where applicable):

- A. Denied admission for six (6) months if any of the following occurred during the six (6) month period prior to beginning the full application process, or during the application process:
 - 1. Did not provide information required within the time frame specified during the application process which the Hightstown Housing Authority determines was under the control of the applicant.
 - 2. Has a history of not meeting financial obligations, especially rent.
 - 3. Has a record of disturbance of neighbors, destruction of property, or living or housekeeping habits which may adversely affect the health, safety or welfare of the other residents or staff.
 - 4. During any meeting with Hightstown Housing Authority staff engages in or threatens abusive or violent behavior towards any Hightstown Housing Authority staff or residents.
- B. Denied admission for a minimum of three (3) years and the completion of a court-ordered or voluntary rehabilitation program as evidenced by proper certification and six (6) months of unsupervised living without a repeat incident:
 - 1. Persons evicted from public housing because of drug-related criminal activity for personal use or possession for personal use from the date of such eviction.
 - 2. Persons applying for public housing who have been involved in drug-related criminal activity for personal use or possession for personal use from the date of such activity.
- C. Denied admission for five (5) years:
 - 1. Intentionally misrepresented income, family composition or any other information affecting eligibility. All application requirements, including verifications, must be completed properly. In the event that the misrepresentation is discovered after admission, the lease will be terminated for such misrepresentation.

- D. Denied admission for a minimum of five (5) years and the completion of sentence for any conviction, parole, probation served as a result of the crime or offense, and six (6) months of unsupervised living without repeat incident:
1. Persons evicted from public housing because of drug-related criminal activity for the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell or distribute.
 2. Has a history of criminal or unlawful activity involving crimes against property, crimes or offenses that impose a financial cost, crimes or offenses that involve disturbing the peace, and/or other criminal acts or unlawful activities that affect the health, safety or right of peaceful enjoyment of the premises by other residents.
 3. Persons applying for public housing who have been convicted or have a history of drug-related criminal activity for the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, or distribute.
- E. Denied admission for a minimum of ten (10) years and the completion of sentence for any conviction, parole, probation and six (6) months of unsupervised living without repeat incident.
- (1) Convicted of acts that would constitute fraud in connection with any Hightstown Housing Authority housing program or any other fraud.
 - (2) Has a history of criminal activity involving crimes of violence against people (e.g., murder, battery, assault).

8.6 INFORMAL REVIEW

- A. If the Hightstown Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Hightstown Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 14 calendar days of the denial. The Hightstown Housing Authority will describe how to obtain the informal review, including adequate notice regarding the right to representation throughout the review process.

The informal review may be conducted by any person designated by the Hightstown Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Hightstown Housing

Authority's decision. The Hightstown Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

- B. A participant family may request that the Hightstown Housing Authority provide for an Informal Review after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Review Process above will be utilized with the exception that the participant family will have up to 30 days after receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision, to make their request.

9.0 MANAGING THE WAITING LIST

9.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

9.2 ORGANIZATION OF THE WAITING LIST

The waiting list will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file;
- B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and

- C. Any contacts between the Hightstown Housing Authority and the applicant will be documented in the applicant file.

9.3 *FAMILIES NEARING THE TOP OF THE WAITING LIST*

When a family appears to be within three (3) months of being offered a unit, the family will be invited to an interview and the verification process will begin. It is at this time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The Hightstown Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

Once the preference has been verified, the family will complete a full application, present Social Security number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

9.4 *PURGING THE WAITING LIST*

The Hightstown Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the Hightstown Housing Authority has current information, i.e. applicant's address, family composition, income category, and preferences.

9.5 *REMOVAL OF APPLICANTS FROM THE WAITING LIST*

The Hightstown Housing Authority will remove an applicant's name from the waiting list when:

- A. The applicant requests in writing that the name be removed.
- B. The applicant fails to respond in a reasonable or, if applicable, the specified time frame, to a written request for information or a request to declare their continued interest in the program; or
- C. The applicant does not meet either the eligibility or suitability criteria for the program.

9.6 *MISSED APPOINTMENTS*

All applicants who fail to keep any scheduled appointment with the Hightstown Housing Authority will be sent a notice of termination of the process for eligibility. If the family does not appear or call to reschedule the appointment(s) required within seven (7) calendar days of notification by Hightstown Housing Authority via mail or telephone, the

Hightstown Housing Authority will terminate the processing of the application, and the application will not be returned to the waiting list.

Upon request by the applicant, the Hightstown Housing Authority will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the Hightstown Housing Authority will work closely with the family to find a more suitable time. If the applicant has missed three (3) scheduled appointments, the Hightstown Housing Authority will terminate the processing of the application, and the application will not be returned to the waiting list. Applicants will be offered the right to an informal review before being removed from the waiting list.

9.7 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the Hightstown Housing Authority, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Hightstown Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Hightstown Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

9.8 LETTERS MAILED TO APPLICANTS BY THE HIGHTSTOWN HOUSING AUTHORITY

If an applicant claims they did not receive a letter mailed by the Hightstown Housing Authority that requested the applicant to provide information or to attend an appointment, the Hightstown Housing Authority will determine whether the letter was returned to the Hightstown Housing Authority. If the letter was not returned to the Hightstown Housing Authority, the applicant will be assumed to have received the letter.

10.0 TENANT SELECTION AND ASSIGNMENT PLAN

10.1 PREFERENCES

The Hightstown Housing Authority will select families based on the following preferences within each bedroom size category:

- A. All applicants who are homeless because their unit has been rendered uninhabitable by a fire or other natural disaster within the 30-day period immediately prior to application, and the municipality has ordered the unit to be vacated.
- B. Families who are homeless or about to become homeless because their unit has been condemned, and the municipality has ordered the unit to be vacated.
- C. Applicants who work, or who have been hired to work, in the jurisdiction of the Hightstown Housing Authority.
- D. Applicants who work outside of the jurisdiction of the Hightstown Housing Authority.
- E. Applicants who live in the jurisdiction of the Hightstown Housing Authority.
- F. Applicants who live outside the jurisdiction of the Hightstown Housing Authority.
- G. After all of the above categories are housed, others on the waiting list will be housed.

Based on the above preferences, all families in preference A will be offered housing before any families in preference B, and preference B families will be offered housing before any families in preference C.

The date and time of application will be noted and utilized to determine the sequence within the above-prescribed preferences.

Buildings Designated as Elderly and Disabled Only Housing: Buildings 6 and 7 have been approved by HUD as being designated for elderly and disabled only. In filling vacancies in this development, only elderly or disabled families will be selected from the waiting list, in the above-prescribed order.

Accessible Units: Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

10.2 ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero-bedroom units will only be assigned to one-person families. Two adults of the opposite sex can share a bedroom unless related by blood.

In determining bedroom size, the Hightstown Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care.

In addition, the following considerations may be taken in determining bedroom size:

- A. Children of the same sex will share a bedroom.
- B. Children of the opposite sex, both under the age of five (5), may share a bedroom, but will not be required to.
- C. Adults and children will not be required to share a bedroom.
- D. Foster – adults and/or foster - children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. The HHA will allow the smaller size

unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit unless the family size and/or composition changes.

- B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The Hightstown Housing Authority will allow the larger size unit if the family provides documentation of a verified medical need for the family to be housed in a larger unit.
- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move. Families qualifying for a smaller size unit will not be required to accept the offer of a larger size unit, but instead may choose to remain on the waiting list until a unit of the appropriate size is available.
- D. Larger units may be offered to improve the marketing of a development suffering a high vacancy rate.

10.3 SELECTION FROM THE WAITING LIST

The HHA shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To ensure this requirement is met HHA shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, HHA will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list HHA will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

10.4 DECONCENTRATION POLICY

It is Hightstown Housing Authority's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, will skip families on the waiting list to reach other families with a lower or higher income. HHA will accomplish this in a uniform and non-discriminating manner.

The Hightstown Housing Authority will affirmatively market its housing to all eligible income groups. Lower income residents will not be steered toward lower income

developments and higher income people will not be steered toward higher income developments.

Prior to the beginning of each fiscal year, Hightstown Housing Authority will analyze the income levels of families residing in each of its developments, the income levels of census tracts in which Hightstown Housing Authority are located, and the income levels of the families on the waiting list. Based on this analysis, HHA will determine the level of marketing strategies and deconcentration incentives to implement. The worksheet for the analysis can be found in appendix 4.

10.5 DECONCENTRATION INCENTIVES

The HHA may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

10.6 OFFER OF A UNIT

When the HHA discovers that a unit will become available, staff will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

The HHA will contact the family by first class mail to make the unit offer. The family will be given seven (7) calendar days from the date the letter was mailed to contact the HHA regarding the offer. To expedite the process, the HHA will sometimes make the first contact by telephone, so that a determination of interest in the unit may be made more quickly. When a unit is rejected based on a phone contact with the family, such rejection will be documented in the applicant file.

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, the Hightstown Housing Authority will send the family a letter documenting the offer and the rejection.

10.7 REJECTION OF UNIT

If in making the offer to the family the Hightstown Housing Authority skipped over other families on the waiting list to meet their deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If the Hightstown Housing Authority did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the unit without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected. Upon the third rejection of the offer of a unit, a family's application will be removed from the waiting list, and they must re-apply if they wish to remain on the waiting list.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school). If the applicant is willing to accept an offered unit but is unable to move at the time of the offer and they can show clear evidence of their inability to move, they will not lose their place on the waiting list.

The family will be offered the right to an informal review of any decision to alter their application status.

10.8 ACCEPTANCE OF UNIT

When a family agrees to accept a unit, the Hightstown Housing Authority will determine final eligibility for admission into the public housing program by verifying suitability, as outlined in Section 8.3. Once suitability has been verified, the family will be required to attend a briefing. The head of household and other adult family members will meet with a HHA staff member, who will perform the final rent calculation, review the lease and the rules and regulations, and execute the lease with the family. All adult family members must sign the lease.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, the current schedule of routine maintenance charges, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the Hightstown Housing Authority will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

10.9 PAYMENT OF SECURITY DEPOSIT

The family will pay a security deposit at the time of lease signing. The security deposit

will be equal to whichever of the following applied:

- A. Elderly Housing — \$TTP (Total Tenant Payment for one month)
- B. All Others (Family Housing) — \$TTP

The security deposit must be paid in full with the first month's rent prior to taking possession of the unit. The security deposit will be held by the Hightstown Housing Authority in escrow (interest bearing) accounts. Interest on the security deposit will accrue to the benefit of the tenant. Any charges to the resident for any rent owed, damages to the apartment, services for extra maintenance, or any other obligation to the Hightstown Housing Authority will be deducted from the security deposit upon the resident's move out. The resident will be given a detailed statement of these charges. The remaining balance of the security deposit will be returned to the Resident at the end of the lease or within a reasonable time thereafter.

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME

To determine annual income, the Hightstown Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Hightstown Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

11.1 INCOME

Annual income means all amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
- D. All periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance.
 - 1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

- a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
- 2. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
- 3. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

11.2 ANNUAL INCOME

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. All income received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
 - 1. Amounts received under training programs funded by HUD;
 - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
 - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
 - 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
 - 6. Temporary, nonrecurring or sporadic income (including gifts);
 - 7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
 - a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
 - I. Is authorized by a Federal, State or local law
 - ii. Is funded by the Federal, State or local government
 - iii. Is operated or administered by a public agency and
 - iv. Has as its objective to assist participants in acquiring employment skills.
 - b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
 - c. Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
11. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:
 - a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
 - b. Families whose income increases during the participation of a

family member in any family self-sufficiency program.

The Hightstown Housing Authority has opted to open an escrow account for families in this category, following HUD Family Self-Sufficiency guidelines, in lieu of having a portion of their income excluded.

- c. Families who are or were, within 6 months, assisted under a State TANF program.
12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
 13. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
 14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
 15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
 - a. The value of the allotment of food stamps
 - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
 - c. Payments received under the Alaska Native Claims Settlement Act
 - d. Income from sub marginal land of the U.S. that is held in trust for certain Indian tribes
 - e. Payments made under HHS's Low-Income Energy Assistance Program
 - f. Payments received under the Job Training Partnership Act
 - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians

- h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
- I. Amount of scholarships awarded under Title IV including Work Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of child care under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the AmeriCorps Program
- p. Additional income exclusions provided by and funded by the Hightstown Housing Authority

The Hightstown Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

11.3 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 for each dependent
- B. \$400 for any elderly family or disabled family
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
- D. For any elderly or disabled family:
 - 1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income

2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expense
3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that are equal to the total of these expenses less 3% of annual income.

E. Childcare expenses.

A deduction will be allowed for childcare expenses 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 will reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted will not exceed the amount of employment income that is included in annual income. The child(ren) for whom a childcare deduction is claimed must be twelve years of age or younger.

Applicant/Resident Name	
Head-of-Household Name (if different)	
Current Address	
Address Line 2	
City, State, Zip	
Home Phone	
Cell Phone	
Email address	
Work Phone	
May we contact you at work?	<input type="checkbox"/> Yes <input type="checkbox"/> No

During your eligibility/certification interview, you indicated that your household has no income or very sporadic income. It is this company's policy to ensure that you can pay your rent in accordance with the lease, that you can maintain the unit in accordance with the lease and that you are fully disclosing all income as required so that you are provided the correct housing assistance amount. In order to receive assistance, you are required to supply the following information **every 30 days** so that we can ensure that no income is overlooked. All responses are subject to verification. Incomplete forms will not be processed which means that assistance and/or tenancy may be denied or terminated as appropriate.

Have you been employed in the last 12 months?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Please provide the following employer information Name: _____ Address: _____ Address: _____ Phone Number: _____ Income earned in the last 12 months: \$ _____
Do you expect to be employed at all in the next 12 months?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Please provide the following employer information Name: _____ Address: _____ Address: _____ Phone Number: _____ Income expected to be earned in the next 12 months: \$ _____
How do you plan to pay rent for the next 12 months?	_____ _____

Do you ever perform odd jobs such as construction jobs, field work, babysitting, seamstress work, preparation of meals, etc.?	<input type="checkbox"/> Yes <input type="checkbox"/> No Income expected to be earned in the next 12 months: \$ _____
Do you have money deposited in any bank?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you have any outstanding loans?	<input type="checkbox"/> Yes <input type="checkbox"/> No If so, how do you pay the monthly balance? _____ _____
Do you have any outstanding medical expenses?	<input type="checkbox"/> Yes <input type="checkbox"/> No If so, how do you pay the monthly balance? _____ _____
Do you have recurring monthly or quarterly medical expenses such as prescriptions, routine medical care, etc.?	<input type="checkbox"/> Yes <input type="checkbox"/> No If so, how do you pay the monthly balance? _____
Do you have credit cards?	<input type="checkbox"/> Yes <input type="checkbox"/> No If so, how do you pay the monthly balance? _____
Does any person provide you with money, on a regular basis, to pay for rent, meals, childcare, utilities, automobiles or any other regular expense?	<input type="checkbox"/> Yes <input type="checkbox"/> No If so, what kind of help? _____ How often? _____ Total financial assistance to be provided in next 12 months: \$ _____
It is required that you maintain all required utilities when occupying the unit. In the past months when you say you have had minimal, or no money, how did you, or do you, pay for the following: <i>(Please note that the owner/agent may ask for verification of these expenses while you live in the unit)</i>	Electricity <input type="checkbox"/> Yes <input type="checkbox"/> No _____ How much was your electricity bill last month? \$ _____ Gas <input type="checkbox"/> Yes <input type="checkbox"/> No _____ How much was your gas bill last month? \$ _____ Telephone/Cell Phone <input type="checkbox"/> Yes <input type="checkbox"/> No _____ How much was your telephone/Cell phone bill last month? \$ _____ Cable/Satellite <input type="checkbox"/> Yes <input type="checkbox"/> No _____ How much was your cable/internet bill last month? \$ _____
If you have a car, the registration and insurance must be maintained. <i>(Please note that the owner/agent may ask for verification of these expenses while you live in the unit)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No What is the monthly car payment? \$ _____
Do you have a car?	How do you pay the car payment? \$ _____

	<p>How much was your automobile registration last year? \$ _____</p> <p>How will you pay for annual registration? _____</p> <p>How much is your annual automobile insurance? \$ _____</p> <p>How will you pay for automobile insurance? _____</p> <p>How do you pay for gas and maintenance? _____</p>
If you do not own/lease a car, how do you get from place to place?	_____
It is required that you maintain the unit in a decent, safe and sanitary manner. How do you plan to purchase supplies necessary to maintain the unit? (i.e. dishwashing liquid, cleaning supplies, etc.)	_____ _____ _____
How do you purchase food?	_____ _____ _____
Do you have a washer and dryer?	<input type="checkbox"/> Yes <input type="checkbox"/> No If no, how do you pay for Laundromat expenses? _____
Do you have a pet or an assistance animal?	<input type="checkbox"/> Yes <input type="checkbox"/> No If so, how do you pay for food, veterinary expenses and supplies? _____

12 Month Expense Summary For Applicants/Residents Claiming Zero Or Very Low Income

Please provide income information for the past 12 months starting with the current month and working backward. We have provided the IRS cost-of living standard to assist you.

Allowable Living Expense National Standards (Monthly Expenses as Determined by the IRS)

Expense	One Person	Two Persons	Three Persons	Four Persons
Food	\$315	\$588	\$660	\$821
Housekeeping supplies	\$32	\$66	\$65	\$78
Apparel & services	\$88	\$162	\$209	\$244
Personal care products & services	\$34	\$61	\$64	\$70
Miscellaneous	\$116	\$215	\$251	\$300

Total	\$585	\$1,092	\$1,249	\$1,513
More than four persons			Additional Persons Amount	
For each additional person, add to four-person total allowance:			\$378	

Expense	Your average monthly expenses for the last 12 months
Food and Expenses	
Housekeeping Supplies – the average monthly cost of household goods and cleaning supplies such as paper napkins, toilet paper, paper towels, trash bags, laundry detergent, etc.	
Apparel & Services	
Personal Care Products and Services – personal grooming products such as soap, deodorant, shampoo, toothbrushes, toothpaste, barber shop visits, etc.	
Miscellaneous – Average monthly cost of all other living expenses that do not fall within the categories of food, housekeeping, personal care, transportation.	

Additional Comments

If HUD indicates that there is a discrepancy discovered by the EIV database, we will contact you so that we continue to ensure that you are receiving assistance for which you are eligible. If it is discovered that any member of the household failed to disclose income as required, it will be considered a material lease violation. The household will be required to return any assistance paid in error and additional penalties may apply including eviction and pursuit of fraud.

You should have already received a pamphlet entitled EIV and You. Please review the information provided in the pamphlet so that you understand how the EIV system works.

PENALTIES FOR MISUSING THIS VERIFICATION FORM

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government, HUD, the PHA and any owner (or any employee of HUD, the PHA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willfully requests, obtain, or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the PHA or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).

By my signature I certify that the information I have provided above is true and complete. I understand that if I furnish false or incomplete information, I can be fined up to \$10,000 or imprisoned up to five years, and/or lose the subsidy HUD pays and/or have my rent increased. Any assistance paid in error must be returned to HUD.

Signature of Applicant/Resident

Date

cc: Applicant/Resident File

12.0 VERIFICATION

The Hightstown Housing Authority will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to decide the level of assistance.

12.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Hightstown Housing Authority or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third-party documentation will include the same information as if the documentation had been written, i.e. name and date of contact, amount received, etc.

When third party verification cannot be obtained, the Hightstown Housing Authority will accept documentation received from the applicant/tenant. Hand-carried documentation will be accepted if the Hightstown Housing Authority has been unable to obtain third party verification in a 4-week period. Photocopies of the documents provided by the family will be maintained in the file.

When neither third-party verification nor hand-carried verification can be obtained, the Hightstown Housing Authority will accept a statement signed by the head, spouse or co-head. The statement must be notarized if not signed in the presence of a Hightstown Housing Authority staff member. Such documents will be maintained in the file.

12.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third-party verification, the Hightstown Housing Authority will send a request form to the source along with a release form signed by the applicant/tenant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card

Verification Requirements for Individual Items		
Item to Be Verified	3rd party verification	Hand-carried verification
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Childcare costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance, or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CD's, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment,	Property tax statement (for current value), assessment,

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
	etc.	records or income and expenses, tax return
Personal property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in number of future payments
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> - whether enrolled or completed - whether training is HUD-funded - whether Federal, State, local govt., or local program - whether it is employment training - whether it has clearly defined goals and objectives 	N/A

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
	<ul style="list-style-type: none"> - whether program has supportive services - whether payments are for out-of-pocket expenses incurred in order to participate in a program - date of first job after program completion 	Evidence of job start

12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/eligible noncitizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a Social Security card, birth certificate, military ID, or military DD 214 Form.

Prior to being admitted or at the first reexamination, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Hightstown Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Hightstown Housing Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Hightstown Housing Authority will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible noncitizens must be listed on a statement of no eligible members and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

Any family member who does not choose to declare their status must be listed on the statement of no eligible members.

If no family member is determined to be eligible under this section, the family's eligibility will be denied.

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.

If the Hightstown Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member who has a Social Security number and who is at least 6 years of age must provide verification of their Social Security number. New family members at least 6 years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the Hightstown Housing Authority will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's licenses, military IDs, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security number, they will be required to sign a statement to this effect. The Hightstown Housing Authority will not require any individual who does not have a Social Security number to obtain a Social Security number.

If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the family cannot be housed until verification is provided.

If a member of a tenant family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to sixty (60) days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

12.5 TIMING OF VERIFICATION

Verification information must be dated within ninety (90) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update all information related to family circumstances and level of assistance. (Or the Housing Authority will only verify and update those elements reported to have changed.)

12.6 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible noncitizen status will be verified.

For each family member age 6 and above, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

13.1 FAMILY CHOICE

At admission and each year in preparation for their annual reexamination, families are given the choice of having their rent determined under the formula method or having their rent set at the flat rent amount.

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
- B. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:
 - 1. The family's income has decreased.

2. The family's circumstances have changed increasing its expenses for childcare, medical care, etc.
3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

13.2 THE FORMULA METHOD

The total tenant payment is equal to the highest of:

- A. 10% of monthly income.
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total tenant payment or the minimum rent of \$50.00, but never more than the ceiling rent.

In the case of a family who has qualified for the income exclusion at Section 11.2(H) (11), upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

13.3 MINIMUM RENT

The Hightstown Housing Authority has set the minimum rent at \$50.00. However, if the family requests a hardship exemption, the Hightstown Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
 1. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program.
 2. When the family would be evicted as a result of the imposition of the minimum rent requirement.
 3. When the income of the family has decreased because of changed circumstances, including loss of employment.

4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items.
 5. When a death has occurred in the family.
- B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
 - C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
 - D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
 - E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

13.4 THE FLAT RENT

The Hightstown Housing Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood. The Hightstown Housing Authority determined the market value of the unit and set the flat rent at the market value. The amount of the flat rent will be reevaluated annually, and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 15.3).

The Hightstown Housing Authority will post the flat rents at each of the developments and at the central office. The flat rents are incorporated in this policy upon approval by the Board of Commissioners.

13.5 CEILING RENT

The Hightstown Housing Authority has set a ceiling rent for each public housing unit. The amount of the ceiling rent will be reevaluated annually, and any adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family.

The Hightstown Housing Authority will post the ceiling rents at each of the developments and at the central office. The ceiling rents are incorporated in this policy upon approval by the Board of Commissioners.

13.6 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

A mixed family will receive full continuation of assistance if all the following conditions are met:

- A. The family was receiving assistance on June 19, 1995.
- B. The family was granted continuation of assistance before November 29, 1996.
- C. The family's head or spouse has eligible immigration status; and
- D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period for assistance under the provision is eighteen (18) months. The Hightstown Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Hightstown Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

- A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for

the Hightstown Housing Authority. The 95th percentile is called the maximum rent.

- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

13.8 PAYING RENT

Rent and other charges are due and payable on the first day of the month. All rents should be paid at the Hightstown Housing Authority Main Office, 131 Rogers Avenue, Hightstown, NJ. Rent payment will not be accepted outside of regular business hours, or at other locations, whether on or off Hightstown Housing Authority property. Reasonable accommodations for this requirement will be made for persons with disabilities. No Hightstown Housing Authority staff member shall accept a resident's rent payment unless the staff member is authorized to collect rent. As a safety measure, no cash shall be accepted as a rent payment. Rent should be paid by personal check, cashier's check, or money order.

If the rent is not paid by the fifteenth of the month, a Notice to Vacate will be issued to the tenant. The tenant will be charged for the personal service of this notice, according to the schedule of Tenant Charges.

If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent. The resident will be charged for processing charges, according to the schedule of Tenant Charges. Any resident who has a second check returned for insufficient funds will no longer be allowed to pay rent by personal check.

14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE

14.1 GENERAL

To be eligible for continued occupancy, each adult family member must either (1)

contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is located, or (2) participate in an economic self-sufficiency program unless they are exempt from this requirement

14.2 EXEMPTIONS

The following adult family members of tenant families are exempt from this requirement.

- A. Family members who are 62 or older.
- B. Family members who are blind or disabled.
- C. Family members who are the primary care giver for someone who is blind or disabled.
- D. Family members engaged in work activity.
- E. Family members who are exempt from work activity under part a title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program.
- F. Family members receiving assistance under a State program funded under part a title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are following that program.

14.3 NOTIFICATION OF THE REQUIREMENT

The Hightstown Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement.

The Hightstown Housing Authority shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Hightstown Housing Authority shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 10/1/99. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

14.4 VOLUNTEER OPPORTUNITIES

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The Hightstown Housing Authority will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

Together with the resident advisory councils, the Hightstown Housing Authority may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

14.5 THE PROCESS

At the first annual reexamination on or after October 1, 1999, and each annual reexamination thereafter, the Hightstown Housing Authority will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
- D. Thirty (30) days before the family's next lease anniversary date, the tenant will advise the Hightstown Housing Authority whether each applicable adult family member is following the community service requirement.

14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The Hightstown Housing Authority will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance.

- B. That the determination is subject to the grievance procedure; and
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated.

14.7 OPPORTUNITY FOR CURE

The Hightstown Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.

If any applicable family member does not accept the terms of the agreement, does not fulfill his/her obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three (3) hours after three (3) months, the Hightstown Housing Authority shall take action to terminate the lease.

15.0 RECERTIFICATIONS

At least annually, the Hightstown Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

15.1 GENERAL

The Hightstown Housing Authority will send a notification letter to the family's letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or formula method, and scheduling an appointment if they are currently paying a formula rent. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, families can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the formula method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the appointment, the Hightstown Housing Authority will determine whether family composition may require a transfer to a different size unit (by number of bedrooms), and if so, the family's name will be placed on the transfer list.

15.2 MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Hightstown Housing Authority taking eviction actions against the family.

15.3 FLAT RENTS

The annual letter to flat rent payers regarding the reexamination process will state the following:

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.
- B. The amount of the flat rent.
- C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories of allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.
- E. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:
 1. The family's income has decreased.
 2. The family's circumstances have changed increasing its expenses for childcare, medical care, etc.;
 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- F. The dates upon which the Hightstown Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and

the approximate date upon which a future rent increase could become effective.

- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, Hightstown Housing Authority will send a reexamination letter to the family offering the choice between a flat or a formula rent. The opportunity to select the flat rent is available only at this time. At the appointment, the Hightstown Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the Hightstown Housing Authority representative, they may make the selection on the form and return the form to the Hightstown Housing Authority. In such case, the Hightstown Housing Authority will cancel the appointment.

15.4 THE FORMULA METHOD

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Hightstown Housing Authority will determine the family's annual income and will calculate the rent as follows.

The total tenant payment is equal to the highest of:

- A. 10% of monthly income.
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total tenant payment or the minimum rent of \$50.00, but never more than the ceiling rent.

15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

The new rent will generally be effective upon the anniversary date with thirty (30) days' notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the

family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

15.6 INTERIM REEXAMINATIONS

Rent as set at admission or Annual Re-examination will remain in effect for the period between regular rent determinations unless changes in family circumstances occur. The resident is required and agrees to report the following specified changes in family income and composition within 14 calendar days of occurrence. If the family's rent is being determined under the formula method, these changes may trigger an interim reexamination. The resident is required to schedule an appointment as soon as possible with the Occupancy Staff to sign all paperwork regarding these changes.

- A. Loss or addition to family composition of any kind through birth, death, marriage, divorce, removal or other continuing circumstance and the amount, if any, of such family member's income. Any such additions, other than birth, must be approved by the Hightstown Housing Authority in advance, and must qualify, the same as an applicant or any prospective new resident.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new members to the lease, individuals must complete an application form stating their income, assets, and all other information required of an applicant. The individuals must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process like the process for applicants. The Hightstown Housing Authority will determine the suitability of the individual before adding them to the lease. If the individual does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they do pass the screening criteria, his/her name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated considering the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph 15.8 below.

- B. Employment, unemployment, or changes in employment of a permanent nature of the family head, spouse, or other wage earner 18 years of age or older.

- C. The starting of or stopping of, or an increase or decrease of any benefits or payments received by any member of the family or household from Social Security, Social Security Supplemental Income, Social Security Disability, State Supplemental Income, State Disability Income, Temporary Aid to Needy Families, Black Lung, Railroad Retirement, Private Pension Fund, Disability Compensation, Veterans Administration, Child Support, Alimony, Regular Contributions or Gifts. Lump sum payments or retroactive payments of benefits from any of the above sources (except Social Security benefits and Supplemental Security Income) which constitute the sum of monthly payments for a preceding period paid in a lump sum must be reported and rent adjusted retroactively on such income to date of eligibility for any family member residing in the household for that period.
- D. Errors of omission made at admission or re-examination will be corrected by the Hightstown Housing Authority. Retroactive payments will be made to the Hightstown Housing Authority if the error is in the Hightstown Housing Authority's favor.
- E. A resident who has had an income reduction\increase after initial occupancy or after annual re-examination must report all changes in income within 14 calendar days regardless of the amount or source. No rent change will occur unless the increase exceeds \$2,400.00 annually (\$200.00 monthly). All reductions will be implemented.

15.7 SPECIAL REEXAMINATIONS

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the Hightstown Housing Authority may schedule special reexaminations every sixty (60) days until the income stabilizes and an annual income can be determined.

15.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change

in a timely manner, the change will be effective the first of the month after the rent amount is determined.

16.0 UNIT TRANSFERS

16.1 OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following:

- A. To address emergency situations, including VAWA claims
- B. To fully utilize available housing resources while avoiding overcrowding by ensuring that each family occupies the appropriate size unit;
- C. To facilitate relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the Hightstown Housing Authority's deconcentrating goal.
- F. To eliminate vacancy loss and other expense due to unnecessary transfers.

16.2 CATEGORIES OF TRANSFERS

Category 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood. VAWA protections apply.

Category 2: Immediate administrative transfers. These transfers are necessary to permit family needing accessible features to move to a unit with such a feature or to enable modernization work to proceed.

Category 3: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Hightstown Housing Authority occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the Hightstown Housing Authority when a transfer is the only or best way of solving a serious problem.

16.3 DOCUMENTATION

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

16.5 PROCESSING TRANSFERS

Transfers on the waiting list will be sorted by the above categories and within each category by date and time.

Transfers in category 1 and 2 will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category 1 will be housed ahead of transfers in category 2.

Transfers in category 3 will be housed along with applicants for admission at a ratio of one transfer for every seven admissions.

Upon offer and acceptance of a unit, the family will execute all leases up documents and pay any rent and/or security deposit within two (2) business days of being informed the unit is ready to rent. The family will be allowed seven (7) calendar days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period they have possession of both. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause any unit offered, it will not lose their place on the transfer waiting list.
- B. If the transfer is being made at the request of the Hightstown Housing Authority and the family rejects two offers without good cause, the Hightstown Housing Authority will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the Hightstown Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
- C. If the transfer is being made at the family's request and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
- D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include

deconcentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

16.6 COST OF THE FAMILY'S MOVE

The cost of the transfer generally will be borne by the family in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e., by the police);
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller.
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit); or
- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Hightstown Housing Authority in the following circumstances:

- A. When the transfer is needed to carry out rehabilitation activities; or
- B. When action or inaction by the Hightstown Housing Authority has caused the unit to be unsafe or uninhabitable.

The responsibility for moving costs in other circumstances will be determined on a case-by-case basis.

16.7 TENANTS IN GOOD STANDING

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Hightstown Housing Authority. This means the family must be complying with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

16.8 TRANSFER REQUESTS

A tenant may request a transfer at any time by completing a transfer request form. In the case of a VAWA request, HUD form 5383 must be used(Appendix 4) In considering the request, the Hightstown Housing Authority may request a meeting with the tenant to

better understand the need for transfer and to explore possible alternatives. The Hightstown Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within fourteen (14) calendar days of receipt of the request to schedule a meeting.

The Hightstown Housing Authority will grant or deny the transfer request in writing within fourteen (14) calendar days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

16.9 RIGHT OF THE HIGHTSTOWN HOUSING AUTHORITY IN TRANSFER POLICY

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

17.0 INSPECTIONS

An authorized representative of the Hightstown Housing Authority and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the Hightstown Housing Authority file and a copy given to the family member. An authorized Hightstown Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset any damages to the unit which the Hightstown Housing Authority determines are beyond normal wear and tear.

17.1 MOVE-IN INSPECTIONS

The Hightstown Housing Authority and an adult member of the family will inspect the unit within one week following the tenant's scheduled move into the unit. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

17.2 ANNUAL INSPECTIONS

The Hightstown Housing Authority will inspect each public housing unit annually to ensure that each unit meets the Hightstown Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

17.3 PREVENTATIVE MAINTENANCE INSPECTIONS

These inspections are conducted on a regular and ongoing basis. The inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the drains, smoke detectors, water heaters, furnaces, automatic thermostats, and water temperatures; checks for leaks; and provides an opportunity to provide other minor servicing that extends the life of the unit and its equipment.

17.4 SPECIAL INSPECTIONS

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Hightstown Housing Authority.

17.5 HOUSEKEEPING INSPECTIONS

Generally, at the time of annual reexamination, or at other times as necessary, the Hightstown Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

17.6 NOTICE OF INSPECTION

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections the Hightstown Housing Authority will give the tenant at least two (2) days written notice.

17.7 EMERGENCY INSPECTIONS

If any employee and/or agent of the Hightstown Housing Authority has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

17.8 PRE-MOVE-OUT INSPECTIONS

When a tenant gives notice that they intend to move, the Hightstown Housing Authority will offer to schedule a pre-move-out inspection with the family. The inspection allows the Hightstown Housing Authority to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and

has been found to be helpful both in reducing costs to the family and in enabling the Hightstown Housing Authority to ready units more quickly for the future occupants.

17.9 MOVE-OUT INSPECTIONS

The Hightstown Housing Authority conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

18.0 WEAPONS

All residents must notify the Hightstown Housing Authority immediately if they or any member of the tenant household owns or possesses a gun, rifle, or firearm (whether it requires a permit or registration), or any other weapon, including but not limited to BB guns, pellet guns, hunting knives, slingshots, and bow and arrows.

A resident who owns or possesses a firearm or weapon must provide the Hightstown Housing Authority with a copy of the applicable permit or registration as required by State or Federal Law for any weapon or firearm kept on the premises.

Firearms stored on the premises must either be kept in a locked gun cabinet supplied by the resident and approved by the Hightstown Housing Authority, or they must have a safety lock and be always stored in the locked position.

Residents must not display or use, or allow members of the resident household, visitors, or guests to display or use any firearms, BB guns, pellet guns, slingshots, hunting knives, bow and arrows, or any other weapon in a manner that endangers life or property.

19.0 REPAYMENT AGREEMENTS

When a resident owes the Hightstown Housing Authority back charges and is unable to pay the balance by the due date, the resident may request that the Hightstown Housing Authority allow them to enter into a Repayment Agreement. The Hightstown Housing Authority has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures.

20.0 TERMINATION

20.1 TERMINATION BY TENANT

The tenant may terminate the lease at any time upon submitting a one month's (1) written notice. If the tenant vacates prior to the end of the one-month period, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

20.2 TERMINATION BY THE HOUSING AUTHORITY

The Hightstown Housing Authority after 10/1/2000 will not renew (or will terminate) the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The Hightstown Housing Authority will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

- A. Nonpayment of rent or other charges.
- B. A history of late rental payments.
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent.
- D. Failure to allow inspection of the unit.
- E. Failure to maintain the unit in a safe and sanitary manner.
- F. Assignment or subletting of the premises.
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- H. Destruction of property.
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts.
- J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the Hightstown Housing Authority.

- K. Non-compliance with Non-Citizen Rule requirements.
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) calendar days each year without the prior written approval of the Housing Authority; and
- M. Other good cause.

The Hightstown Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

NOTE: Any lease termination initiated by the Hightstown Housing Authority based on criminal activity by a member of the household will NOT offer the opportunity to access the Hightstown Housing Authority Grievance Procedures. Due process rights will be afforded to the tenant entirely through the state court system.

20.3 RETURN OF SECURITY DEPOSIT

After a family moves out, the Hightstown Housing Authority will return the security deposit within thirty (30) calendar days or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same condition as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

If State law requires the payment of interest on security deposits, it shall be complied with.

The Hightstown Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within thirty (30) days.

21.0 INFORMAL HEARING AND FORMAL GRIEVANCE PROCEDURES FOR RESIDENTS

21.1 RIGHT TO A GRIEVANCE HEARING

Upon the filing of a written request as provided in these procedures, a Resident will be entitled to a hearing before a hearing officer.

21.2 DEFINITIONS

The following definitions apply for the Grievance procedure:

- A. **"Grievance"** will mean any dispute which a Resident may have with respect to Authority action or failure to act in accordance with the individual Resident's lease or Authority regulations which adversely affect the individual Resident's rights, duties, welfare, or status. Grievance does not include any dispute a Resident may have with the Authority concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other Residents or employees of the Authority, or any drug-related criminal activity on or near such premises. Nor will this process apply to disputes between Residents not involving the Hightstown Housing Authority or to class grievances.

- B. **"Complainant"** will mean any Resident whose grievance is presented to the Authority or at the development management office in accordance with Sections 3 and 4 of this policy.

- C. **"Elements of due process"** will mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
 - 1. Adequate notice to the Resident of the grounds for terminating the tenancy and/or eviction.
 - 2. Right of the Resident to be represented by counsel.
 - 3. Opportunity for the Resident to refute the evidence presented by the Authority including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Resident may have.
 - 4. A decision on the merits.

- D. **"Hearing Officer"** will mean a person selected in accordance with C(2) of these procedures to hear grievances and render a decision with respect to such grievance.
- E. **"Resident"** will mean the adult person (or persons) other than a live-in aide:
 - 1. Who resides in the premises, and who executed the lease with the Authority as lessee of the premises, or, if no such person now resides in the premises,
 - 2. Who resides in the premises, and who is the remaining head of household of the Resident family residing in the premises.
- F. **"Resident organization"** includes a resident council or resident management corporation.

21.3 PROCEDURES PRIOR TO A HEARING

Informal settlement of grievance. Any grievance will be promptly and personally presented, verbally or in writing, to the Authority office so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion will be prepared within fourteen (14) calendar days and one copy will be given to the Resident and one retained in the Authority's Resident file. The summary will specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore and will specify the procedures by which a hearing under these procedures may be obtained if the Resident is not satisfied.

21.4 PROCEDURES TO OBTAIN A HEARING

- A. Request for hearing. The Resident will submit a written request for a hearing to the Authority within fourteen (14) calendar days from the date of the mailing of the summary of the discussion pursuant to Section C. The written request will specify:
 - 1. The reasons for the grievance; and
 - 2. The action or relief sought.
- B. Selection of Hearing Officer. A grievance hearing will be conducted by an impartial person appointed by the Authority other than a person who made or approved the Authority action under review or a subordinate of such person.

The Authority will maintain and will annually review a list of prospective hearing officers. This list will be provided to any existing resident organization(s), for such organization's comments or recommendations. Any comments or recommendations by a resident organization submitted in a reasonable time will be considered by the Authority.

From this list, a hearing officer will be selected.

- C. Failure to request a hearing. If the Resident does not request a hearing in accordance with this Section, or fails to appear at a scheduled hearing, then the Authority's disposition of the grievance under "E. Decision of the hearing officer" will become final: Provided, that failure to request a hearing does not constitute a waiver by the Resident of the right thereafter to contest the Authority's action in disposing of the complaint in an appropriate judicial proceeding.
- D. Escrow deposit. Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Authority claims is due, the Resident will pay to the Authority an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place (this includes retro-rent). The Resident will thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the Authority until the complaint is resolved by decision of the hearing officer. Amounts deposited into the escrow account will not be considered as acceptance of money for rent during the period in which the grievance is pending. These requirements may be waived by the Authority in extenuating circumstances. Unless so waived, the failure to make such payments will result in a termination of the grievance procedure: Provided that failure to make payment will not constitute a waiver of any right the Resident may have to contest the Authority's disposition of his grievance in any appropriate judicial proceeding.
- E. Scheduling of hearings. Upon the Resident's compliance with this Section a hearing will be promptly scheduled by the hearing officer for a time and place reasonably convenient to both the Resident and the Authority. A written notification specifying the time, place and the procedures governing the hearing will be delivered to the Resident and the appropriate Authority official.

21.5 PROCEDURES GOVERNING THE HEARING

- A. The Resident will be afforded a fair hearing, which will include:
 - 1. The opportunity to examine before the grievance hearing any Authority documents, including records and regulations that are directly relevant to the hearing. The Resident will be provided a copy of any such document at the Resident's expense. If the Authority does not make the document available

for examination upon request by the Resident, the Authority may not rely on such document at the grievance hearing.

2. The right to be represented by counsel or other person chosen as the Resident's representative and to have such person makes statements on the Resident's behalf.
3. The right to a private hearing unless the Resident requests a public hearing.
4. The right to present evidence and arguments in support of the Resident's complaint, to controvert evidence relied on by the Authority or development management, and to confront and cross examine all witnesses upon whose testimony or information the Authority or development management relies; and
5. A decision based solely and exclusively upon the facts presented at the hearing.

B. Accommodation of persons with disabilities.

1. The Authority will provide reasonable accommodations for persons with disabilities to participate in the hearing.

21.6 DECISION OF THE HEARING OFFICER

- A. The hearing officer will prepare a written decision, together with the reasons therefore, within thirty (30) calendar days after the hearing. A copy of the decision will be sent to the Resident and the Authority. The Authority will retain a copy of the decision, in the Resident's folder. A copy of such decision with all names and identifying references deleted will also be maintained on file by the Authority and made available for inspection by a prospective complainant, his or her representative, or the hearing officer.
- B. The decision of the hearing officer will be binding on the Authority which will take all actions, or refrain from any actions, necessary to carry out the decision unless the Authority's Board of Commissioners determines within thirty (30) calendar days, and promptly notifies the complainant of its determination, that:
 1. The grievance does not concern Authority action or failure to act in accordance with or involving the Resident's lease or Authority regulations, which adversely affect the Resident's rights, duties, welfare or status.
 2. The decision of the hearing officer is contrary to applicable Federal, State, or Local law, Authority regulations or requirements of the Annual Contributions Contract between the Authority and the U.S. Department of Housing and Urban Development.

- C. A decision by the hearing officer or Board of Commissioners in favor of the Authority or which denies the relief requested by the Resident in whole or in part will not constitute a waiver of, nor affect in any manner whatsoever, any rights the Resident may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

APPENDIX 1.0

PET POLICY

In accordance with 24 CFR 942, the Hightstown Housing Authority will allow for pet ownership in Public Housing for the elderly and handicapped for those projects allocated by the Housing Authority and assisted under the United States Housing Act of 1937.

A1.1 INTRODUCTION

These rules are established by the Hightstown Housing Authority pursuant to Section 227 of the Housing and Urban Rural Recovery Act of 1983 (Public Law 98-981), and the regulations promulgated pursuant to that law by the Department of Housing and Urban Development, more specifically set forth in the Code of Federal Regulations as referred to below. In accordance with that law and those regulations, the Hightstown Housing Authority has issued these rules considering its role in providing a decent, safe and sanitary living environment for existing and prospective tenants and in protecting and preserving the physical condition of the project and the financial interest of the project owner.

A1.2 DEFINITIONS

- A. Common household pet means a smaller domesticated animal, such as a dog, cat, bird, rodent, fish, or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes.
- B. Reptiles (except turtles) are not common household pets.
- C. A common household pet will, for purpose of these rules, be referred to as a “pet”.
- D. “Elderly or Handicapped Family” means an elderly or handicapped person or family for purposes of the program under which a project for the elderly or handicapped is assisted or has its mortgage insured by the Department of Housing and Urban Development (A Project for the “Elderly or the Handicapped” is more specifically defined in 24 CFR Parts 243 and 942).
- E. When used in these rules, the terms “Owner” and “Head of Household” shall refer to the appropriate person within an elderly or handicapped family in such a dwelling unit managed or administered by the Hightstown Housing Authority.

A1.3 GENERAL LEASES

Tenants of projects for the elderly or handicapped are permitted to keep common household pets in their dwelling units, subject to these rules and the Federal Regulations referred to above. These rules are incorporated by reference into the leases for all such tenants. All such tenants agree to comply with these rules, and violation of these rules may be grounds for removal of the pet or termination of the pet owner’s tenancy (or both) in accordance with the provisions of the Federal Regulations and state or local law.

A1.4 REGISTRATION

All pets shall be registered with the Authority before being brought to reside on the project premises and the registration must be updated at least annually. The registration must include:

- A. A certificate signed by a licensed Veterinarian or a state or local authority empowered to inoculate animals (or the designated agent of such authority), stating that the pet has received all inoculations required by applicable state and local law.
- B. Information sufficient to identify and to demonstrate that it is a common household pet.
- C. Verification that the pet has been spayed or neutered if applicable.
- D. Written proof of a satisfactory annual medical check-up by a licensed Veterinarian, which shall include verification that the pet is free from flea infestation.
- E. The name, address, and telephone number of a responsible party who will remove or care for the pet if the pet owner dies, is incapacitated or is otherwise unable to care for the pet. That third party must sign in advance a document (supplied by the Authority) assuming responsibility for the animal in such circumstance.
- F. Presentation of the pet at the registration interview for viewing and inspecting by Authority personnel.

A1.5 OWNER STATEMENT

The pet owner will, at the first registration of the pet and at least annually thereafter, sign a statement indicating that the owner has read the pet rules and agrees to comply with them.

A1.6 LIABILITY INSURANCE

The tenant shall acquire and keep in effect during the ownership of a cat or dog a liability policy in the amount of not less than \$10,000.00 for the protection of the Hightstown Housing Authority for costs associated with the presence of the pet in the rental housing project.

A1.7 PET SECURITY DEPOSIT

Pet owners will pay a pet security deposit in the amount of \$100.00 to compensate the Authority for costs associated with the presence of the pet in the rental housing project.

A1.8 FEES AND DEPOSITS NOT RENT

Fees and deposits provided for in these rules are not a part of the rent payable to the Authority.

A1.9 REFUSAL BY AUTHORITY

The Authority is authorized to refuse to register a pet if the pet is not a common household pet; if keeping the pet will violate any applicable house pet rules; if the presence of the pet will constitute a serious threat to the health of another resident of the project (as defined in Section 243.26 (c) of the Federal Regulations); or if the pet owner fails to provide complete pet registration information or fails to annually up-date the pet registration.

A1.10 NOTICE OF REFUSAL

The Authority will notify the pet owner if the Authority refuses to register the pet. The notice will state the basis of the refusal and will be served by mail and by delivery in accordance with the requirements of Section 243.22 (f) of the Federal Regulations.

A1.11 LICENSING

Pet owners will license their pets in accordance with state and local laws.

A1.12 INOCULATIONS

Pet owners shall have their pets inoculated in accordance with state and local laws.

A1.13 SPAYING/NEUTERING

Female dogs or cats over six months of age must be spayed and male dogs or cats over eight months of age will be neutered. All cats must be de-clawed.

A1.14 NUMBER

No more than one four -legged warm-blooded pet will be allowed in each dwelling unit.

A1.15 SIZE

Dogs weighing more than 20 pounds will not be permitted.

A1.16 LEASH

When not in the dwelling unit, a dog or cat must be on a leash measuring not more than four (4) feet, and must be handled by a responsible person who is able to control it.

A1.17 ELEVATORS AND COMMON AREAS

A1.18 LITTER

The tenant owning a cat must provide a litter tray for the animal's use in the dwelling unit. Litter must be wrapped in a securely tied plastic bag and disposed of at least twice each week in a designated receptacle. Disposal of litter with a regular garbage or trash disposal will not be permitted.

A1.19 WASTE

Dogs and cats must not be exercised or be permitted to deposit waste anywhere in the dwelling unit or on the grounds of the project, except in an area specifically designated on the grounds for use by dogs. Tenants are be responsible for immediately removing dog waste dropped anywhere, including the designated area, placing the same in a plastic bag or other suitable container and placing that in a designated receptacle.

A1.20 WASTE REMOVAL CHARGE

The tenant will be responsible for a waste removal charge of \$10.00 per incident if the Hightstown Housing Authority is required to dispose of waste from the tenant's pet.

A1.21 NOISE AND ODOR

No unreasonable noise or odor will be allowed in the project or dwelling unit by reason of the presence of a pet. It is the sole obligation of the tenant-owner to control both noise and odor from his pet to avoid nuisance to other tenants or damage to property.

A1.22 NUISANCE OR THREAT TO HEALTH OR SAFETY

Nothing in these rules prohibits the Authority or an appropriate community authority from requesting the removal of any pet from a project, if the pet's conduct or condition is duly determined to constitute, under the provisions of state or local law, a nuisance or threat to the health or safety of the occupants of the project or of other persons in the community where the project is located.

A1.23 UNATTENDED PETS

No pet may be left unattended in a dwelling unit for more than 24 hours, and no cat or dog for more than 18 hours. If the tenant is unable to personally attend his pet, the designated person listed on the registration must do. This will help assure adequate food, exercise, waste release and general care for the pet, which also protects other tenants and project property.

A1.24 VIOLATIONS

If the Authority determines based on objective fact, supported by written statement, that a pet owner has violated a rule governing the keeping of pets, it will serve a notice of pet rule violation to the owner in accordance with Section 243.22 (f) of the Federal Regulations. The notice will contain the facts and statements required under Section 243.22 and will allow for a pet rule violation meeting if requested by the pet owner. A notice of pet removal may be served thereafter, followed by commencement of proceedings to remove a pet, or terminate a pet owner's tenancy, all as prescribed by and set forth in Section 243.22.

A1.26 HEALTH THREAT

- A. The Authority will not permit the presence of a common household pet to constitute a serious threat to the health of a tenant or prospective tenant, or any member of his or her family. A pet will constitute a serious threat to the health of an individual only if the individual (or his or her parent or guardian) has filed with the Authority a certificate signed by a licensed physician indicating that exposure to the pet will cause an allergic reaction that will constitute such a threat to the individual. The certificate must describe the type of exposure (such as direct contact or presence in the same room or common area), duration of exposure, the types or groups of animals (such as long hair, fur-bearing animals) and any other information relevant to ascertaining the nature and extent of the circumstances that will cause such a reaction.
- B. The Authority will therefore refuse to admit an applicant for tenancy if the applicant will own or keep a pet in the dwelling unit, and the presence of the pet will cause a serious threat to the health of a tenant or a resident member of a tenant's family. The Authority will not refuse to admit the applicant if the applicant agrees not to keep the pet in the unit.
- C. The Authority will also deny the application by an existing tenant for approval of a prospective pet, if the pet will constitute a serious health threat as described above.
- D. The Authority will comply with the provisions of 24 CFR 243.26 ("Special rules for health threats and tenant moves") when a pet or a proposed pet will constitute a serious health threat. That section, as from time to time amended, is incorporated into these rules by reference and will control Authority decisions, tenant moves and other matters, including "pet" and "no-pet" waiting lists.

A1.27 EMERGENCIES

- A. If a pet becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the project tenants, the Authority may request the pet owner immediately to remove the pet from the rental housing project. If the Authority is unable to contact the pet owner, the Authority may contact the appropriate state or local authority (or designated agent of such authority) to have the pet immediately removed from the project premises.

- B. If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by factors that render the pet owner unable to care for the pet, the Authority may contact the responsible party. If the party is either unwilling or unable to care for the pet, the Authority may contact the appropriate state or local authority (or designated agent of such authority) and request the removal of the pet. If there is no state or local authority (or designated agent of such an authority) authorized to remove a pet and the Authority has placed a provision in the lease agreement as described in Section 243.30 (b), the Authority may enter the pet owner's unit, remove the pet and place the pet in a facility that will provide care and shelter for no less than thirty days. The cost of the animal care facility will be paid from the security deposit imposed under these rules. If there is no security deposit, the cost of the animal care facility shall be paid from the project expense.

A1.28 EXCLUSION

These rules do not apply to animals that are used to assist the handicapped. This exclusion applies to animals that reside in projects for the elderly or handicapped, as well as to animals that visit these projects. Resident animals must qualify for this exclusion, which must be granted if the tenant or the prospective tenant certifies in writing that:

- A. The tenant or a member of his or her family is handicapped.

- B. The animal has been trained to assist persons with that specific handicap; and

- C. The animal assists the handicapped individual.

Nothing in these rules limits or impairs the rights of handicapped individuals under Federal, State, or Local laws.

A1.29 NO PET AREAS

Community Rooms
All Activity Rooms
All Public Restrooms
Laundry Rooms

APPENDIX 2 GLOSSARY

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

1937 Housing Act: The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

Annual Income: All amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

Applicant (applicant family): A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

As-Paid States: States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

Assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

Asset Income: Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

Ceiling Rent: Maximum rent allowed for some units in public housing projects.

Certification: The examination of a household's income, allowable expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

Citizen: A citizen or national of the United States. (24 CFR 5.504(b))

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development. (24 CFR 5.100)

Dependent: A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

Dependent Allowance: An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

Disability Assistance Expense Allowance: In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

Disabled Family: A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

Disabled Person: See "person with disabilities."

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

Displaced Person: A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. *[1937 Act]*

Drug-Related Criminal Activity: Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

Elderly Family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

Elderly Family Allowance: For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

Elderly Person: A person who is at least 62 years of age. (1937 Housing Act)

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

Family includes but is not limited to:

- A. A family with or without children.
- B. An elderly family.
- C. A near elderly family;
- D. A disabled family.
- E. A displaced family.
- F. The remaining member of a tenant family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

Family Members: All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

Family Self-Sufficiency Program (FSS Program): The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

Formula Method: A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

Full-Time Student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d))

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

Household Members: All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members is listed on the lease.

Housing Assistance Plan: A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

Imputed Income: For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

In-Kind Payments: Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, babysitting provided on a regular basis).

Interim (examination): A reexamination of a family income, expenses, and household composition conducted between the regular annual recertification's when a change in a household's circumstances warrants such a reexamination.

Live-In Aide: A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- A. Is determined to be essential to the care and well- being of the persons.
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

Low-Income Families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area based on the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

Medical Expenses: Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animal, and transportation for medical purposes.

Mixed Family: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

Monthly Adjusted Income: One twelfth of adjusted income. (24 CFR 5.603(d))

Monthly Income: One twelfth of annual income. (24 CFR 5.603(d))

National: A person who owes permanent allegiance to the United States, for example, because of birth in a United States territory or possession. (24 CFR 5.504(b))

Near-Elderly Family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

Net Family Assets:

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land, and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, more than the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

Non-Citizen: A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

Occupancy Standards: The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Person with Disabilities: A person who:

A. Has a disability as defined in Section 223 of the Social Security Act, which states:

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period."

B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

1. Is expected to be of long-continued and indefinite duration.
2. Substantially impedes his or her ability to live independently; and
3. Is of such a nature that such ability could be improved by more suitable housing conditions, or

C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments.
2. Is manifested before the person attains age 22.
3. is likely to continue indefinitely.
4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self-care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

No individual shall be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR 5.520)

Public Housing Agency (PHA): Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

Recertification: The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

Remaining Member of a Tenant Family: A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

Self-Declaration: A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

Tenant: The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

Tenant Rent: The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

Third-Party (verification): Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

Total Tenant Payment (TTP):

- A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:
 - 1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
 - a. 30% of the family's monthly adjusted income.
 - b. 10% of the family's monthly income; or
 - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.
 - 2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.
- B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996, will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the

unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

Utility Reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total, tenant payment for the family occupying the unit. (24 CFR 5.603)

Very Low-Income Families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the areas based on the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, considering the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State, or local governments. (24 CFR 5.603(d))

Welfare Rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

APPENDIX 3 ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWRA	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TANF	Temporary Assistance to Needy Families
TTP	Total Tenant Payment
VAWA	Violence against Woman's Act

Appendix 4- VAWA Forms and Policy

The Hightstown Housing Authority-(HHA)

Notice of Occupancy Rights under the Violence Against Women Act¹

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.² The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees the Public Housing Program is 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 public housing 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.

Protections for Tenants

If you are receiving assistance under **the public housing 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 public housing 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

HHA 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 HHA chooses to remove the abuser or perpetrator, HHA 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, HHA must allow the tenant who is or has been a victim and

¹ Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate based on 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.

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, HHA must follow Federal, State, and local eviction procedures. To divide a lease, HHA 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, HHA may permit you to move to another unit, subject to the availability of other units, and keep your assistance. To approve a request, HHA 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 provider 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 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, as described in the documentation section below.

(2) You expressly request the emergency transfer. Your housing provider 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.

HHA 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.

HHA's emergency transfer plan provides further information on emergency transfers, and HHA 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

HHA 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 HHA must be in writing, and HHA 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. HHA 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 HHA as documentation. It is your choice which of the following to submit if HHA 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 HHA 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 HHA has agreed to accept.

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

If HHA 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), HHA 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, HHA does not have to provide you with the protections contained in this notice.

Confidentiality

HHA 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.

HHA must not allow any individual administering assistance or other services on behalf of HHA (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.

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

- You give written permission to HHA to release the information on a time limited basis.
- HHA 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 HHA or your landlord to release the information.

VAWA does not limit HHA'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, HHA 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 HHA 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 HHA can demonstrate the above, HHA 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 violation of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **HUD's Newark, NJ Field Office**.

For Additional Information

You may view a copy of HUD's final VAWA rule at: <https://portal.hud.gov/hudportal/documents/huddoc?id=5720-F-03VAWAFinRule.pdf>

Additionally, HHA must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact: Allen Keith LePrevost, Executive Director.

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).

For 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>

For help regarding sexual assault or stalking, you may contact: Hightstown Police Department or Woman's Space.

www.hightstownpolice.com

www.womanspace.org

The Hightstown Housing Authority
Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Emergency Transfers

The Hightstown Housing Authority, (HHA) 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),³ HHA 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.⁴ The ability of HHA 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 HHA 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 (HUD), the Federal agency that oversees the Public Housing Program follows 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 CFR 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 HHA's management office and submit a written request for a transfer. HHA 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 HHA'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

HHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives HHA 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 the Violence Against Women Act for All Tenants for more information about HHA'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

HHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. HHA 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. HHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If HHA has no safe and available units for which a tenant who needs an emergency is eligible, HHA 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, HHA will also assist tenants in contacting the local organizations aiding 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).

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

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>

Attachment: Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

Women's Space
1530 Brunswick Avenue
Lawrenceville, NJ 08530
(609) 394-0136
WWW.womanspace.org

Hightstown Police Department
413 Mercer Street

Hightstown, NJ 08520
609.448.1234
www.hightstownpolice.com

**CERTIFICATION OF U.S. Department of Housing
DOMESTIC VIOLENCE, and Urban Development
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

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 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 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) _____

Hightstown Housing Authority, Zero Income Worksheet

Applicant/Resident Name		
Head-of-Household Name (if different)		
Current Address		
Address Line 2		
City, State, Zip		
Home Phone		
Cell Phone		
Email address		
Work Phone		
May we contact you at work?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

During your eligibility/certification interview, you indicated that your household has no income or very sporadic income. It is this company's policy to ensure that you can pay your rent in accordance with the lease, that you can maintain the unit in accordance with the lease and that you are fully disclosing all income as required so that you are provided the correct housing assistance amount. In order to receive assistance, you are required to supply the following information **every 30 days** so that we can ensure that no income is overlooked. All responses are subject to verification. Incomplete forms will not be processed which means that assistance and/or tenancy may be denied or terminated as appropriate.

Have you been employed in the last 12 months?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Please provide the following employer information Name: _____ Address: _____ Address: _____ Phone Number: _____ Income earned in the last 12 months:\$ _____
Do you expect to be employed at all in the next 12 months?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Please provide the following employer information Name: _____ Address: _____ Address: _____ Phone Number: _____ Income expected to be earned in the next 12 months: \$ _____
How do you plan to pay rent for the next 12 months?	_____ _____

Do you ever perform odd jobs such as construction jobs, field work, babysitting, seamstress work, preparation of meals, etc.?	<input type="checkbox"/> Yes <input type="checkbox"/> No Income expected to be earned in the next 12 months: \$ _____
Do you have money deposited in any bank?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you have any outstanding loans?	<input type="checkbox"/> Yes <input type="checkbox"/> No If so, how do you pay the monthly balance? _____ _____
Do you have any outstanding medical expenses?	<input type="checkbox"/> Yes <input type="checkbox"/> No If so, how do you pay the monthly balance? _____ _____
Do you have recurring monthly or quarterly medical expenses such as prescriptions, routine medical care, etc.?	<input type="checkbox"/> Yes <input type="checkbox"/> No If so, how do you pay the monthly balance? _____
Do you have credit cards?	<input type="checkbox"/> Yes <input type="checkbox"/> No If so, how do you pay the monthly balance? _____
Does any person provide you with money, on a regular basis, to pay for rent, meals, childcare, utilities, automobiles or any other regular expense?	<input type="checkbox"/> Yes <input type="checkbox"/> No If so, what kind of help? _____ How often? _____ Total financial assistance to be provided in next 12 months: \$ _____
It is required that you maintain all required utilities when occupying the unit. In the past months when you say you have had minimal, or no money, how did you, or do you, pay for the following: <i>(Please note that the owner/agent may ask for verification of these expenses while you live in the unit)</i>	Electricity <input type="checkbox"/> Yes <input type="checkbox"/> No _____ How much was your electricity bill last month? \$ _____ Gas <input type="checkbox"/> Yes <input type="checkbox"/> No _____ How much was your gas bill last month? \$ _____ Telephone/Cell Phone <input type="checkbox"/> Yes <input type="checkbox"/> No _____ How much was your telephone/Cell phone bill last month? \$ _____ Cable/Satellite <input type="checkbox"/> Yes <input type="checkbox"/> No _____ How much was your cable/internet bill last month? \$ _____
If you have a car, the registration and insurance must be maintained. <i>(Please note that the owner/agent may ask for verification of these expenses while you live in the unit)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No What is the monthly car payment? \$ _____
Do you have a car?	How do you pay the car payment? \$ _____

	<p>How much was your automobile registration last year? \$ _____</p> <p>How will you pay for annual registration? _____</p> <p>How much is your annual automobile insurance? \$ _____</p> <p>How will you pay for automobile insurance? _____</p> <p>How do you pay for gas and maintenance? _____</p>
If you do not own/lease a car, how do you get from place to place?	_____
It is required that you maintain the unit in a decent, safe and sanitary manner. How do you plan to purchase supplies necessary to maintain the unit? (i.e., dishwashing liquid, cleaning supplies, etc.)	_____ _____ _____
How do you purchase food?	_____ _____ _____
Do you have a washer and dryer?	<input type="checkbox"/> Yes <input type="checkbox"/> No If no, how do you pay for Laundromat expenses? _____
Do you have a pet or an assistance animal?	<input type="checkbox"/> Yes <input type="checkbox"/> No If so, how do you pay for food, veterinary expenses and supplies? _____

12 Month Expense Summary for Applicants/Residents Claiming Zero or Very Low Income

Please provide income information for the past 12 months starting with the current month and working backward. We have provided the IRS cost-of living standard to assist you.

Allowable Living Expense National Standards (Monthly Expenses as Determined by the IRS)

Expense	One Person	Two Persons	Three Persons	Four Persons
Food	\$315	\$588	\$660	\$821
Housekeeping supplies	\$32	\$66	\$65	\$78
Apparel & services	\$88	\$162	\$209	\$244
Personal care products & services	\$34	\$61	\$64	\$70
Miscellaneous	\$116	\$215	\$251	\$300

Total	\$585	\$1,092	\$1,249	\$1,513
More than four persons			Additional Persons Amount	
For each additional person, add to four-person total allowance:			\$378	

Expense	Your average monthly expenses for the last 12 months
Food and Expenses	
Housekeeping Supplies – the average monthly cost of household goods and cleaning supplies such as paper napkins, toilet paper, paper towels, trash bags, laundry detergent, etc.	
Apparel & Services	
Personal Care Products and Services – personal grooming products such as soap, deodorant, shampoo, toothbrushes, toothpaste, barber shop visits, etc.	
Miscellaneous – Average monthly cost of all other living expenses that do not fall within the categories of food, housekeeping, personal care, transportation.	

Additional Comments

If HUD indicates that there is a discrepancy discovered by the EIV database, we will contact you so that we continue to ensure that you are receiving assistance for which you are eligible. If it is discovered that any member of the household failed to disclose income as required, it will be considered a material lease violation. The household will be required to return any assistance paid in error and additional penalties may apply including eviction and pursuit of fraud.

You should have already received a pamphlet entitled EIV and You. Please review the information provided in the pamphlet so that you understand how the EIV system works.

PENALTIES FOR MISUSING THIS VERIFICATION FORM

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government, HUD, the PHA and any owner (or any employee of HUD, the PHA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willfully requests, obtains, or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the PHA or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).

By my signature I certify that the information I have provided above is true and complete. I understand that if I furnish false or incomplete information, I can be fined up to \$10,000 or imprisoned up to five years, and/or lose the subsidy HUD pays and/or have my rent increased. Any assistance paid in error must be returned to HUD.

Signature of Applicant/Resident

Date

cc: Applicant/Resident File

Hightstown Housing Authority does not discriminate based on disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.

The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR, part 8 dated June 2, 1988).

Hightstown Housing Authority
131 Rogers Avenue
Hightstown, NJ 08520
609-448-2268

See HUD Handbook 4350.3 Revision 1, Change 3, Paragraph 2-29-c-3 & 4 for information about the requirements to include this information.