

***HOUSING AUTHORITY
OF THE TOWNSHIP OF LAKEWOOD***

**ADMISSIONS & OCCUPANCY POLICY
FOR PUBLIC HOUSING**

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Housing Authority of the Township of Lakewood

ADMISSIONS & OCCUPANCY POLICY

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INTRODUCTION

The Lakewood Housing Authority shall administer the Public Housing Program in accordance with the applicable program regulations, which include the following:

- Code of Federal Regulations, Part 5
- Code of Federal Regulations, Part 960
- Code of Federal Regulations, Part 966

**1. ELIGIBILITY FOR ADMISSION AND
PROCESSING OF APPLICATIONS**

A. Nondiscrimination

- (1) It is the policy of the Lakewood Housing Authority (hereafter the HA) to comply with all applicable laws relating to Civil Rights, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), any applicable State laws or local ordinances and any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.
- (2) The HA shall not discriminate because of race, color, sex, religion, familial status, disability, national origin in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under the HA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof.
- (3) The HA shall not, on account of race, color, sex, religion, familial status, disability, or national origin:
 - (a) Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
 - (b) Provide housing which is different from that provided others;
 - (c) Subject a person to segregation or disparate treatment;
 - (d) Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
 - (e) Treat a person differently in determining eligibility or other requirements for admission;
 - (f) Deny a person access to the same level of services; or
 - (g) Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the housing program.

- (4) The HA shall not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets, or families whose head or spouse is a student). Each applicant in a particular group or category must be treated on an individual basis in the normal processing routine.

(Under certain very specific conditions described in the Housing and Community Development Act of 1992, the HA is permitted to designate occupancy of certain developments for older persons (including elderly people with disabilities).

- (5) The HA will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504, and the Fair Housing Amendments Act of 1988 the HA will make structural modifications to its housing and non-housing facilities make reasonable accommodations, or combinations of the two, to permit people with disabilities to take full advantage of the housing program.

In making reasonable accommodations or structural modifications for otherwise qualified persons with disabilities, the HA is not required to:

- (a) In an existing housing program, make each of its existing facilities accessible or make structural alterations when other methods can be demonstrated to achieve the same effect;
- (b) Make structural alterations that require the removal or altering of a load-bearing structural member
- (c) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level;
- (d) Take any action that would result in a fundamental alteration in the nature of the program;
- (e) Take any action that would result in an undue financial and administrative burden on the Authority.

Housing Authority actions or inaction regarding reasonable accommodations may be appealed through the Tenant Advisory Committee. The Committee shall consist of three Commissioners. (ref. Resolution No. 4534)

- (6) The HA will not permit these policies to be subverted to do personal or political favors. Accepting an applicant from a lower waiting list position before one in a higher position violates policy, federal law, and the civil rights of the other families on the waiting list.

B. Accessibility and Plain Language

- (1) Facilities and programs used by residents must be accessible. Application and management offices, hearing rooms, community centers, laundry facilities, craft and game rooms and so on must be available for use by residents with a full range of disabilities. If these facilities are not already accessible (and located on

accessible routes), they will be made so, subject to the undue financial and administrative burden test.

- (2) Documents intended for use by applicants and residents will be made available in formats accessible for those with vision or hearing impairments. Equally important, the documents should be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. If required by local law, documents may have to be translated into languages other than English.
- (3) Some of the concepts that must be described relative to eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance are complicated, but offering examples will help applicants and residents understand the issues involved. In writing materials to be used by applicants and residents, the HA staff must keep in mind that mental retardation, learning disabilities and cognitive disabilities may affect the applicant's ability to read or understand - so rules and benefits may have to be explained verbally - perhaps more than once.
- (4) At the point of initial contact the HA staff will ask all applicants whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation, having materials explained orally by staff, either in person or by phone, large type materials, information on tape, and having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials.
- (5) Some applicants will not be able to read (or to read English), so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. The HA is not required to pay the costs associated with having a foreign language interpreter (as they are for a sign language interpreters for the hearing impaired because the Fair Housing law makes no such requirement (although, in some, localities, State or local law might do so).
- (6) At a minimum the HA will prepare the following information (as needed) in plain language accessible formats:
 - Marketing and informational materials
 - Information about the application process
 - The application form
 - All form letters, notices, to applicants and residents
 - General statement about reasonable accommodation
 - Orientation materials for new residents
 - The lease and house rules (if any)
 - Guidance or instructions about care of the housing unit
 - Information about opening, updating or closing the waiting list
 - All information related to applicant's rights (to informal hearings, etc.)

C. Marketing

- (1) It is the policy of the HA to conduct outreach as needed to maintain an adequate application pool representative of the eligible population in the area. Outreach efforts will take into consideration the level of vacancy in the HA's units, availability of units through turnover, and waiting list characteristics. The HA will periodically assess these factors in order to determine the need for and scope of any marketing efforts.
- (2) Marketing and informational materials will be subject to the following:
 - (a) All marketing materials must comply with Fair Housing Act requirements with respect to wording, logo, size of type, etc.;
 - (b) Marketing should describe the housing units, application process, waiting list and preference structure accurately;
 - (c) Marketing should be "plain language" and should use more than strictly English-language print media.
 - (d) An effort should be made to target all agencies that serve and advocate for potentially qualified applicants (e.g. the disabled, to ensure that accessible/adaptable units are used by people who can best take advantage of their features).
 - (e) Marketing materials should make clear who is eligible: individuals and families, people with both physical and mental disabilities.
 - (f) The HA's responsibility to provide reasonable accommodations to people with disabilities should be made clear.
 - (g) Giving residents Twenty-Five (\$25.00) Dollars rent credit to any resident who refers a senior or disabled person to the Lakewood Housing Authority and the Authority rents to that applicant.

D. Waiting List Management

It is the policy of the HA to administer its waiting list as required by the regulations.

(1) Organization of the Waiting List

It is the HA's policy that each applicant shall be assigned his/her appropriate place in a single Public Housing Application Pool. Placement on the various sub-lists shall be based upon date and time the application is received, suitable type or size of unit, and factors affecting preference or priority. Preference and priority factors are established in this policy in accordance with HUD regulations and are

consistent with the objectives of Titles VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1968 and the HUD regulations and requirements pursuant thereto.

The Executive Director or a designee shall review the accuracy of the preference points to assure proper placement on the list.

(2) Opening and Closing Waiting Lists

(a) The HA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. The HA may open or close the list by preference category. See (c) below.

(b) The HA will update the waiting list periodically by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by telephone or mail. (Not a HUD requirement, the HA optional best practice) At the time of initial intake, the HA will advise families of their responsibility to notify the HA when mailing address or phone numbers change.

(c) If the HA's highest waiting list preference category has sufficient applications to fill anticipated vacancies for the coming 12 months, the HA may elect to: (a) close the waiting list completely; (b) close the list during certain times of the year; or (c) restrict intake by preference, type of project, or by size and type of dwelling unit.

(d) Decisions about closing the waiting list will be based on the number of applications available for a particular size and type of unit, the number of applicants who qualify for a preference, and the ability of the HA to house an applicant in an appropriate unit within a reasonable period of time. A decision to close the waiting the HA's, restricting intake, or opening the waiting lists will be publicly announced.

(3) Determining if the Waiting List may be Closed

Pursuant to the above conditions, the HA Board of Commissioners shall approve closure of the Waiting List. Announcements shall be posted at the HA Administrative Office.

(4) Change in Preference Status While on the Waiting List

(a) Occasionally families on the waiting list who did not qualify for a Federal preference at the time of application intake will experience a change in circumstances that qualifies them for a preference. In such instances, it will be the family's duty to contact the HA so that their status may be recertified or, depending on application processing status, reverified.

- (b) To the extent that the HA determines that the family does now qualify for a preference, they will be moved up on the waiting list in accordance with their preference(s), and their date and time of application. They will then be informed in writing of how the change in status has affected their place on the waiting list.

(5) Removal of Applications from the Waiting List

- (a) Applicants shall be removed from the waiting list if they are determined to be ineligible for assistance (i.e. over-income, criminal record, ineligible alien, etc.).
- (b) Applicants who fail to respond to a HA letter and otherwise fail to express continued interest shall be removed from the List.
- (c) Inactive Applications shall be retained by the HA for a period of five years.
- (d) Once an Applicant is removed from the Waiting List, the Applicant will be required to reapply and shall be assigned a new application date.

E. Qualification for Admission

- (1) It is the HA's policy to admit only qualified applicants.
- (2) An applicant is qualified if he or she meets all of the following criteria:
 - (a) Is a family as defined in Appendix E, of this policy;
 - (b) Heads a household where all members of the household are citizens or eligible noncitizens;
 - (c) Has an Annual Income at the time of admission that does not exceed the Low Income Limits for occupancy established by the Department of Housing and Urban Development, and posted in the HA offices. Applicants to be housed in a Public Housing Development initially occupied after 10/1/81 must be Very Low Income.
 - (d) Provides a Social Security number for all family members, age 6 or older, or can document and certify that they do not have Social Security numbers;
 - (e) Meets or exceeds the Applicant Selection Criteria set forth in Section 1. H. of these policies.

F. Processing Applications

(1) Interviews and Verification Process

- (a) As families approach the top of the waiting list, the following items will be verified:
 - (i) Family composition and type (Elderly/nonelderly)
 - (ii) Annual Income
 - (iii) Assets and Asset Income
 - (iv) Allowance Information
 - (v) Preferences
 - (vi) Social Security Numbers of all Family
 - (vii) Information Used in Applicant Screening
 - (viii) Citizenship or eligible immigration status
- (b) The HA's shall obtain written third party verification to substantiate applicant or resident claims. Applicants must cooperate fully in obtaining or providing the necessary verifications.
- (c) Verification of citizenship or eligible immigration status shall be carried out pursuant using the Immigration and Naturalization Service's (INS) SAVE system and, if needed, a manual search of INS records.

(2) Applicants Reporting Zero Income

Applicants reporting zero income will be asked to complete a family expense form. This form will be the first form completed in the interview process. The form will ask residents to estimate how much they spend on: food, beverages, transportation, health care, child care, debts, household items, etc. It will also ask applicants about the status of any application or benefits through TANF or other similar programs.

(3) Records

The HA's records with respect to applications for admission to any low-income housing assisted under the United States Housing Act of 1937, as amended, shall indicate for each application the date and time of receipt; the determination by the HA as to eligibility or ineligibility of the applicant; when eligible, the unit size for which eligible, the preference rating, if any, and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected.

G. The Preference System

It is the HA's policy that a preference does not guarantee admission. Preferences are used to establish the order of placement on the waiting list. Every applicant must still meet the HA's Resident Selection Criteria (described later in this policy) before being offered a unit. Preferences will be granted to applicants who are otherwise qualified and who, at

the time they are certified for admission meet the definitions of the preferences described below.

(1) General Guidelines

- (a) Applicants will be selected based on preferences and date and time of application.
- (b) The HA will also offer units to existing residents on the transfer list. Some types of transfers are processed ahead of new admissions (e.g. emergencies) and some types of transfers are processed with new admissions using a ratio determined by the HA. (See Section 2. E. of this policy for processing of transfers with new admissions.)
- (c) The HA will also offer unit to families with a court ordered admission (if applicable). Court ordered new admissions take priority over families with preferences.
- (d) If there are no applicants on the waiting list(s) that qualify for the preferences, otherwise eligible non-preference families will be selected.
- (e) The HA will not hold units vacant for prospective applicants with preferences, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with either preferences.

(2) Family vs. Unit Characteristics

- (a) Factors other than preferences that affect the selection of applicants from the waiting list. Before applying its preference system, the HA will first match the characteristics of the available unit to the applicants available on the waiting lists. Factors such as unit size, accessible features, or units in housing designated for the elderly or disabled, limit the admission of families to those households whose characteristics "match" the characteristics and features of the vacant unit available.

By matching unit and family characteristics, it is possible that families lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application, or ahead of families with preferences e.g. the next unit available is an accessible unit and the only applicant family needing such features is in the non-preference pool.

- (b) Factors other than the preference system that affect applicant selection for unit offers are described below:
 - (1) When selecting a family for a unit with accessible features, the LHA will give a preference to families that include persons with disabilities who can benefit from the unit's features.

- (2) If no family can be found for a unit with accessible features, the HA will house a family not needing the unit features subject to the procedures described in the Tenant Selection and Assignment Plan, described later in this policy. Under this policy a non-disabled family in an accessible unit can be required to move so that a family needing the unit features can take advantage of the unit. The LHA will be responsible for the payment of cost of moving the non-disabled family.
- (3) **Mixed Population Housing Units** - In accordance with the 1992 Housing Act, elderly families — defined as a family whose head, spouse or sole member is at least 62 years of age, and disabled families — defined as a family whose head, spouse, or sole member is a person with disabilities, will receive equal preference for admission to such units. No limit will be established on the number of elderly or disabled families that may occupy a mixed population property. Preference will be given to Lakewood residents and persons that work or go to school in Lakewood Township. In all of the above selection shall be done on a first come first serve basis, based on date and time of application. The LHA in an effort to lease-up vacant units has lowered the age requirements from 62 years of age to 55 years of age for Near-Elderly and designating persons 50 years of age to 55 years of age as Near- Near-Elderly.
- a. Lowering the age requirement from 62 years of age to 55 years of age, by creating a Near-Elderly category 55 to 62, with a preference given to seniors 62 and older and an additional preference for Lakewood residents or employees.
 - b. Creating a second Near-Near-Elderly eligibility category from 50 years of age to 55 years of age. Eligibility based on a preference given first to seniors 62 and older, then to 55 and older, with an additional preference given for Lakewood residents or employees.
 - c. Both preferences will apply to John J. Currey Building, Peter Ward Tower, and Lulu Duffy Cottages.
- (4) When selecting a single person for a unit, elderly or disabled single persons have preference over singles that are neither elderly nor disabled.
- (5) Any admission mandated by court order related to desegregation or Fair Housing and Equal Opportunity will take precedence over the Preference System. Other admissions required by court order will also take precedence over the Preference System. If permitted by the court order, the HA may offer the family a housing certificate or voucher.

- (6) Public Housing Residents living in oversized or undersized units will be addressed as follows:
 - a. Elderly/Disabled families living at our family complex in oversized units will be offered, on a priority basis, units in the LHA designated Senior/Disabled buildings. It being understood that within the pool of over-housed households selection will be on a first-come, first-served basis established by the date the household became over-housed.
 - b. Families will be issued a Sec. 8 Voucher if available on a priority basis. It being understood that within the pool of over-housed households selection will be on a first-come, first-served basis, established by the date the household became over-housed.

- (7) Public Housing Residents who reside in the Lakewood Housing Authority's elderly or disabled complexes and obtain permanent legal custody of a minor(s) shall be relocated to an available given a preference to receive a Sec. 8 Housing Choice Voucher. Upon receipt of the Sec. 8 Housing Choice Voucher, the resident will be given four (4) months to move out of their unit and relocate to other housing.

(3) Preference Point System

The application pool shall be divided into sub-lists according to bedroom size and residency status. Lakewood residents shall have preference over non-residents.

On each list, applicants will be ranked according to the following:

- 1) Highest Points Accumulated
- 2) Time and Date of Application

Preferences

Applicant is Lakewood resident at time of application or is working in Lakewood (1 point)

Elderly 62 and older (4 points)

Near-Elderly 55 and older, when list for 62 and older is depleted (3 points)

Near-Near Elderly 50 and older, when list for 62 & 55 are depleted (2 points)

Subtotal: _____

TOTAL POINTS _____

PREFERENCE WILL BE GIVEN FOR EXISTING RESIDENTS OF PUBLIC HOUSING THAT ARE OVER-HOUSED AND CANNOT BE ACCOMODATED WITH EXISTING UNIT BEDROOM SIZE. THESE RESIDENTS WILL BE GIVEN A SEC. 8 HOUSING VOUCHER ON A FIRST-COME, FIRST-SERVED PRIORITY ESTABLISHED BY THE DATE THE HOUSEHOLD BECAME OVER-HOUSED.

DECONCENTRATION OF LOW-INCOME FAMILIES IN PUBLIC HOUSING

The Authority shall monitor the income mix of families residing in public housing. In the event that the concentration of poverty becomes a problem in public housing, the Authority, shall alter the tenant selection preferences as necessary.

INCOME TARGETING

For each Housing Authority fiscal year, at least 40 percent of the families admitted to public housing shall have incomes that do not exceed 30 percent of the area median income.

(4) Administration of the Preferences

- (a) The HA requires applicant verification for a preference at the time of initial application.
- (b) At the time of initial application, the HA will use a preference checklist or other form to obtain the family's certification that it qualifies for the local preference. At the initial application interview the family will be advised to notify the HA of any change that may affect their ability to qualify for a preference.
- (c) Applicants that are otherwise eligible and are verified as qualifying for a preference will be placed on the waiting list in the preference applicant pool.
- (d) Families that lose their original preference, but still qualify for another preference, will be placed on the waiting list in accordance with their current preference status. Families that cannot qualify for any of the preferences will be moved into a non-preference category, in a lower position on the waiting list based on date and time of application.

H. Applicant Selection Criteria

It is the HA's policy that all applicants should be screened in accordance with HUD regulations and sound management practices. During screening the HA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below.

- (1) All applicants must demonstrate through an assessment of current and past behavior the ability:
 - (a) to pay rent and other charges as required by the lease in a timely manner;
 - (b) to care for and avoid damaging the unit and common areas;
 - (c) to use facilities and equipment in a reasonable way;
 - (d) to create no health, or safety hazards, and to report maintenance needs;
 - (e) not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
 - (f) not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff; and not to engage in drug-related criminal activity on or off the HA premises;
 - (g) to comply with necessary and reasonable rules and program requirements of HUD and the HA; and,
 - (h) to comply with health and safety codes.

- (2) Procedures
 - (a) The HA will conduct a detailed interview of all applicants using an interview checklist. The checklist is part of the screening procedures used in support of this policy. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification.
 - (b) The HA will complete a credit check and a rental history. Check on all applicants.
 - (c) Payment of funds owed to the HA is part of the screening evaluation. Payment of outstanding balances is an opportunity for the applicant to demonstrate an improved track record. The HA will consider any past balances owed the HA by the applicant for any program that the HA operates. The HA expects these balances to be paid in full (either in a lump sum or over time) before initiating the full screening process. The HA will not admit families who owe back balances.
 - (d) The HA will complete a criminal background check on all applicants including other adult members in the household or any member for which criminal records are available. The cost of criminal background checks shall be paid for by the HA.

(i)- A record of disturbance of neighbors (disturbances sufficient to warrant a police call) destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors.

(ii)- Any history of criminal activity on the part of all applicant family member involving crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity which would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development.

(e) Applicants must be able to demonstrate the ability and willingness to comply with the terms of the HA's lease, either alone or with assistance which they can demonstrate that they have or will have at the time of admission. Availability of assistance is subject to verification by the HA.

(f) The Housing Authority shall permanently deny admission of individuals convicted of manufacturing or producing methamphetamine.

(3) Misrepresentations

An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition or rent will result in rejection.

(4) Mitigating Circumstances

(a) If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be factored into the HA's screening assessment of the applicant, mitigating circumstances must be verifiable.

(b) Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified, would indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, AND applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances may overcome or outweigh information already gathered in the screening process.

(c) If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, the HA shall have the right to refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. The HA shall also have

the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

- (d) Examples of mitigating circumstances might include:
 - (i) Evidence of successful rehabilitation;
 - (ii) Evidence of the applicant family's participation in social service or other appropriate counseling service.
 - (iii) Evidence of successful and sustained modification of previous disqualifying behavior.
- (e) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. The HA will consider such circumstances in light of: the applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and
 - (i) the applicant's overall performance with respect to all the screening requirements; and,
 - (ii) the nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

5. Qualified and Unqualified Applicants

- (a) Verified information will be analyzed and a determination made with respect to:
 - Eligibility of the applicant as a family;
 - (i) Eligibility of the applicant with respect to income limits for admission;
 - (ii) Eligibility of the applicant with respect to citizenship or eligible immigration status;
 - (iii) Unit size required for the family;
 - (iv) Preference category (if any) to which the family is entitled;
 - (v) Qualification of the applicant with respect to the Applicant Selection Criteria.
- (b) Families determined to be qualified will be notified by the HA of the approximate date of occupancy insofar as that date can be reasonably determined.

- (c) Assistance to a family may be delayed, denied or terminated on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both INS and the HA procedures.
- (d) The HA will make every effort to accurately estimate an approximate date of occupancy. However, the date given by the HA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by the HA, such as turnover rates, and market demands as they affect bedroom sizes and project location.
- (e) Applicants determined unqualified for admission will be promptly notified. These applicants will receive a Notice of Rejection from the HA, stating the basis for such determination. The HA shall provide such applicants with an opportunity for informal review of the determination as described in Informal Review of Rejected Applications. The informal review for applicants should not be confused with the resident grievance process. Applicants are not entitled to use of the resident grievance process.

I. Pre-Occupancy Orientation

Attendance at a pre-occupancy orientation meeting will be a requirement of admission. The HA orientation will include topics such as:

- rights and responsibilities of the HA and the resident;
- how rent is calculated;
- security issues, safety, risk control;
- risk control
- recertification requirements;
- the lease;
- the move-in inspection;
- care of the unit and how to request maintenance;
- reasonable accommodations for persons with disabilities
- services available in or near the development;
- the resident association;
- how to conserve utilities and read a utility bill; family budgeting.

J. Resident Participation in the Intake Process

The HA's policy is to encourage resident participation in the applicant intake process. The HA shall work with the Tenants Association to welcome new tenants into the community. New tenants shall be provided with information related to the activities and role of the Tenants Association.

K. Occupancy Guidelines

- (1) It is the HA's policy that units should be occupied by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them from excessive wear and tear or under utilization.
- (2) The following general unit maximum and minimum number of persons per unit will govern the assignment of a family of a given size and composition. These are only guidelines and the maximums may be exceeded at the request of the family, or because of the square footage of a specific unit:

Occupancy Guidelines Chart

Number of Bedrooms	Min Persons/Unit	Max Persons/Unit
OBR	1	1
1BR	1	2
2BR	3	4
3BR	5	6
4BR	7	8

- (3) Exceptions to the maximum standards may be made in case of reasonable accommodations for a person with disabilities, emergencies, and at the discretion of the Executive Director or designee. Further, the HA has the right to permit families exceeding the maximums shown above to occupy units when the family requests such occupancy, and when the HA determines that the unit in question is large enough.
- (4) In order to determine if a family's request to exceed the unit maximums is reasonable, the HA will use the applicable code standard for occupancy. If no such code exists or the HA has reason to believe that the local code standard may be discriminatory, and then the BOCA housing code standard will be used.
- (5) Families will not be placed on the waiting list for a larger unit unless there is a verifiable medical reason or reasonable accommodation that requires that the family be placed in a larger size unit.
- (6) An unborn child will not be counted as a person in determining unit size. A single pregnant woman may be assigned to a one bedroom unit. In assigning a unit the HA will also consider a child who is temporarily away from the home because of placement in foster care or kinship care.

- (7) Dwelling units will be so assigned that:
- (a) For verified reasons of health (disability, addition of a live-in aide, need for medical equipment, etc.), a separate bedroom may be provided for an individual family member.
 - (b) The occupancy standard is two people per bedroom regardless of age and/or sex.
 - (c) The living room will not be used as a bedroom except at the request of the family.

2. TENANT ASSIGNMENT PLAN

A. Assignment Plan

The plan for assignment of dwelling units is to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin.

Plan A

Each qualified applicant first in sequence on the waiting list is made one offer of a unit of appropriate size. The applicant must accept the vacancy offered or be placed at the bottom of the applicant list, losing any applicable preferences.

B. Procedures

- (1) The applicant will be notified in writing of the offer of a unit and must accept the vacancy offered within 3 working days of the date the offer is communicated or, be dropped from the qualified applicant list. (See good cause discussion below.)
- (2) If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that was ready for occupancy first.
- (3) If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents to the satisfaction of the HA clear evidence ("good cause") that acceptance of the offer of a suitable vacancy will result in undue hardship or handicap not related to considerations of race, color, sex, religion or national origin, the applicant will not be dropped from the list. Examples of good cause reasons for the refusal of an offer of housing include, but are not limited to:
 - (a) Presence of lead paint in the unit offered when the applicant has children under the age specified by current law;
 - (b) The family demonstrates to the HA's satisfaction that accepting the offer will result in a situation where a family member's life, health or safety will be placed in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency.

Reasons offered must be specific to the family. Refusals due to location alone are not good cause.

- (c) A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members or live-in aide (each as listed on final application) necessary to the care of the principal household member;
 - (d) The unit is inappropriate for the applicant's disabilities.
- (4) The applicant must be able to document that the hardship claimed is good cause for refusing an offer of housing. Where good cause is verified to the HA's satisfaction, the refusal of the offer shall not require that the applicant be moved to the bottom of the waiting list or otherwise affect the family's position on the waiting list.
- (5) The HA will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or rejection, including the reason for the rejection.

C. Occupancy of Dwelling Units with Accessible or Adaptable Features

- (1) Before offering a vacant accessible unit to a non-disabled applicant, the HA will offer such units:
- (a) First, to a current occupant of another unit of the same development, or other public housing developments under the HA's control, having a disability that requires the special features of the vacant unit (in effect, a transfer of the occupant with disabilities from a non-adapted unit to the vacant accessible/adapted unit).
 - (b) Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.
- (2) When offering an accessible/adaptable unit to a non-disabled applicant, the HA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit. This requirement will be reflected in the lease agreement signed with the applicant.

D. Leasing and Occupancy of Dwelling Units

It is the HA's policy that all units must be occupied pursuant to a lease that complies with HUD's regulations.

- (1) Applicant folders will be processed centrally. Initial intake, waiting list management, screening, and offers of housing (including transfers) will be made at central office. Offers shall be made in person and in writing.
- (2) When offering units the HA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. Staff making offers will be familiar with the HA's housing sites. If the offer of a unit is preliminarily accepted by the applicant, the manager of the property will be advised of the offer and will contact the applicant to set up a date to show the unit.
- (3) Once the unit is shown and the applicant accepts the unit, the HA will execute a lease. If the applicant refuses the unit, the reason for refusal must be obtained in writing from the applicant. The applicant must sign the refusal form. The form is then sent to central office for a "good cause" determination. No applicant will be expected to sign a lease for a unit that is not ready for occupancy.
- (4) The HA will only show and lease units of the appropriate size. If an exception to the HA's occupancy standards is approved for the applicant this information will be noted.
- (5) Changes in family composition, income, or status between the time of the interview with the applicant and the showing of the unit, or between annual reexaminations will be processed centrally.
- (6) The lease shall be signed by the head and spouse and by the Executive Director or other authorized representative of the HA, prior to actual admission. All inhabitants, regardless of age shall be listed on the Lease
- (7) If a resident transfers from one HA unit to another, a new lease will be executed for the dwelling into which the family moves.
- (8) If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:
 - (a) A new lease agreement will be executed, or
 - (b) A Notice of Rent Adjustment will be executed, or
 - (c) An appropriate rider will be prepared and made a part of the existing lease, or appropriate insertions made within the lease. All copies of such riders or insertions are to be dated and signed by the Resident and by the Executive Director or other authorized representative of the Housing Authority.
- (9) Only those persons listed on the most recent certification form shall be permitted to occupy a dwelling unit. Except for natural births to family members, any family

seeking to add a new member must request approval in writing prior to the new member occupying the unit.

- (10) Additions to the household - Following receipt of a family's request for approval, the HA will conduct a pre-admission screening of the proposed new member. Only new members approved by the HA following the screening process will be added to the household. The results of screening shall be used to determine whether or not to admit the new member. Children born to a family member, children under the age below which Juvenile Justice records are not made available who are adopted by a family member or who are added through a kinship care arrangement are exempt from the pre-admission screening process.

Additional household members shall not be added to the household if the addition would create overcrowding. However, the Housing Authority shall consider the circumstances of each case.

If additional household members meet the screening criteria and do not create overcrowding, they shall be placed on the lease. Any income shall be considered for rent determination purposes.”

The exemption age specified in this paragraph is subject to change should the State or locality modify its laws concerning the availability of police or court records for juvenile offenders.

- (11) Examples of situations where the addition of a family member is subject to screening are:
- (a) Resident plans to be married and files a request to add the new spouse to the lease;
 - (b) Resident is awarded custody of a child over the age for which juvenile justice records are available;
 - (c) Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child (ren).
 - (d) A unit is occupied by a remaining family member(s) under age 18 (and not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household.
 - (e) Addition of another family member who is to stay on a temporary basis.
- (12) Residents who fail to notify the HA of additions to the household are in violation of the lease. Residents who permit persons to join the household without undergoing screening are also in violation of the lease. Such persons will be considered unauthorized occupants by the HA and the entire household will be subject to eviction.

- (13) Family members over age 18 who move from the dwelling unit to establish new households shall be removed from the lease. The resident has the responsibility to report the move-out within 30 calendar days of its occurrence.
- (14) Overnight visitors may be permitted in a dwelling unit. Any guest remaining more than ten days must be immediately reported to the HA. The HA may permit temporary guests as necessary. Temporary guests shall not be added to the lease and no additional rent shall be collected. Temporary guests must use best efforts to find housing and shall not be permitted to remain in the unit for more than 30 days. The time limit may be extended at the discretion of the HA.

Temporary guests shall not be permitted to apply for a transfer.

- (15) Resident will not be given permission to allow a former resident of the HA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.
- (16) Residents must advise the HA if they will be absent from the unit for more than 7 days. Residents are required to notify the HA and make arrangement to secure the unit and provide a means for the HA to contact the resident in the event of an emergency. Failure to advise the HA of an extended absence is grounds for termination of the lease.
- (17) Live-in aides must demonstrate that they have the appropriate skills to provide proper care for the tenant.

E. Resident Transfers

- (1) It is the HA's policy that transfers will be made without regard to race, sex, sexual orientation, color, religion, national origin, or familial status. Residents can be transferred to accommodate a disability.
- (2) Transfers shall be made within and/or between projects to correct occupancy standards, Transfers shall be made on a chronological basis from the date of the transfer request or the date the Housing Authority determines that the family is not in an appropriate sized unit.

The following priorities shall be considered along with the ratio to new admissions:

- a) Necessity related to health and safety

A necessity is defined as a condition which creates an immediate threat to tenant health and safety or a condition in which tenant mobility would be severely restricted. Medical conditions, serious family problems, and cooperation with law enforcement officials shall be considered. These

transfers shall get priority over new admissions and other transfers. The Executive Director shall approve all such transfers.

- b) Overhoused and Overcrowded families [Ratio - 1 transfer to every 2 new admissions]
- (3) If a tenant refuses a unit offered, their name shall be moved to the bottom of the transfer list and the date of the transfer application is changed to the date of the refusal.
- (4) If the tenant presents to the satisfaction of the Authority clear evidence that acceptance of the unit offered will result in undue hardship not related to considerations of race, color, or national origin, refusal of such offer shall not be considered failure to accept the unit offered.
- (5) Tenants in oversized units that refuse a transfer without good cause will be referred for legal action to enforce compliance with the terms of the Dwelling Lease.
- (6) In order to be considered for a transfer, the tenant family must be in compliance with the terms and conditions of the Dwelling Lease. This shall include- full payment of rent and other charges; proper maintenance of apartment (housekeeping, sanitation, fire hazards, tenant damages); and has not caused disturbances. The HA will consider the previous 6 month period.
- (7) Residents in an over/under housed status will be advised in their 30 day "Notice of Result of Re-examination" that a transfer is recommended and that the family has been placed on the transfer list. Interviewers will record transfer recommendations in duplicate for each manager affected by the transfer.
- (8) Families shall not be split into two households. Entire families shall be transferred to an appropriate size unit. The family may be split into two households only in cases where the Authority does not have and will not have a unit large enough to accommodate the family. Exceptions may be made by the Executive Director based on extenuating circumstances.
- (9) Cost of transfers - Residents shall bear the cost of transfers to correct occupancy standards, however, where there is a hardship due to health, disability, or other factors, the manager may recommend that families be reimbursed their out-of-pocket expenses for an occupancy standards transfer. Transfers requested or required by the HA will be paid for by the HA.
- (10) The HA may suspend transfers in cases of workload problems and vacancy problems (i.e. unit turn-around requirements).

3. ELIGIBILITY FOR CONTINUED OCCUPANCY.
ANNUAL RE-EXAMINATION AND REMAINING FAMILY MEMBERS

A. Eligibility for Continued Occupancy

Residents who meet the following criteria will be eligible for continued occupancy:

- (1) Qualify as a family as defined in Section 9 of this policy. (Note: For purpose of continued occupancy remaining family members qualify as family. Remaining family members can also include court ordered emancipated minors under the age of 18.)
- (2) Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
- (3) Whose family members each have Social Security numbers or have certifications on file indicating they have no Social Security number.
- (4) Who are citizens or have eligible immigration status. Every member of a resident family must submit either evidence of citizenship or eligible immigration status.

B. Remaining Family Members and Prior Debt

- (1) As a party to the lease, remaining family members (other than the head or spouse) 18 years of age or older will be responsible for arrearages incurred by the former head or spouse. The HA will not hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred prior to the remaining member attaining age 18.
- (2) Remaining family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

C. Screening of Remaining Family Members

Remaining family members shall be screened for eligibility in accordance with “Applicant Selection Criteria” contained in section 1(H) of this policy.

D. Periodic Re-examination.

- (1) Regular re-examinations. The HA shall, at least once a year, re-examine the incomes of all resident families.
- (2) Special Re-examinations. When it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular reexamination, a temporary determination will be made with respect to income and a special re-examination may be scheduled every 90 days until a reasonably

accurate estimate of income can be made. The resident will be notified in advance as to the date for the special re-examination(s). Special re-examination shall also be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder.

- (3) Persons reporting zero income may have their circumstances examined every 90 days until they have a stable income. Persons claiming zero income will also be asked to complete a family expense form. This form will be the first form completed in the annual re-examination process. The form will ask residents to estimate how much they spend on: food, beverages, transportation, health care, child care, debts, household items, etc. Residents will then be asked how they pay for these items.
- (4) Re-examination Procedures
 - (a) At the time of re-examination, the head of the household will be required to sign an application for continued occupancy and other forms required by HUD.
 - (d) Employment, income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be documented and filed in the resident's folder.
 - (c) Verified information will be analyzed and a determination made with respect to:
 - (i) Eligibility of the resident as a family or as the remaining member of a family;
 - (ii) Unit size required for the family;
 - (iii) Rent the family should pay.
 - (e) Income shall be computed in accordance with the definitions and procedures set forth in this policy and prescribed by HUD.
 - (e) Families failing to respond to the initial re-examination appointment will be issued a final appointment within the same month. Failure to respond to the final request will result in the family being sent a notice of lease violation for failure to comply with the terms and conditions of occupancy required by the lease. Failure to comply will result in termination of the lease.
- (5) Action Following Re-examination
 - (a) If there is any change in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued.

- (b) If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described earlier in this policy and moved to an appropriate unit when one becomes available.
- (c) The HA shall not commence eviction proceedings, or refuse to renew a lease, based upon the income of the resident family unless (1) it has identified, for possible rental by the family, a unit of decent, safe and sanitary housing of suitable size available at a rent not exceeding thirty percent (30%) of income as defined by the Authority for the purpose of determining rents; or (2) it is required to do so by local law. Pending their removal from the project, such families are to be charged rents calculated in accordance with the formula for Total Tenant Payment described in Section VII of these policies.

4. INTERIM RENT ADJUSTMENTS

A. Rent Adjustments

- (1) Residents must report all changes in family composition, status, or income to the HA in writing within 10 calendar days of the occurrence. Failure to notify the HA in writing within 10 calendar days may result in a retroactive rent charge.
- (2) Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of the circumstances of their employment including start and ending dates.
- (3) The HA will process an interim adjustment in rent if it is found that the resident at an annual or interim re-examination has misrepresented the facts upon which the rent is based so that the rent the Resident is paying is less than the rent that he/she should have been charged. The HA will apply any increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
- (4) Complete justification and verification of the circumstances applicable to rent adjustments must be documented by the resident.
- (5) Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.
- (6) Residents granted a reduction in rent under these provisions may be required to report for special re-examinations at intervals determined by the HA. Reporting is required until the circumstances cease or until it is time for the next regularly scheduled re-examination, whichever occurs first. If family income increases during this time, the rent will be increased accordingly. A fully documented

record of the circumstances and decisions shall be included in the resident's folder. (Not a HUD requirement, the HA option best practice)

B. Effective Date of Adjustments

- (1) Residents will be notified in writing of any rent adjustment and such notice will state the effective date of the adjustment.
- (2) In cases of a rent decrease, the adjustment will become effective the first of the month following the change in circumstances, provided that the Resident has reported such change in writing by the 15th day of the month the change occurred. Income decrease reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.
- (3) Rent increases (except those due to misrepresentation) require 30 days notice.

C. Failure to Report Accurate Information

If it is found the resident has misrepresented or failed to report to the HA the facts upon which his/her rent is based so that the rent being paid is less than what should have been charged, then the increase in rent will be made retroactive. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with the HA's dwelling lease.

D. Failure to Provide Timely Information

Increases in rent will be charged retroactively to the tenants account if the reexamination is done late due to the tenant's failure to comply with reexamination procedures in a timely manner.

E. Treatment of Income Changes Resulting from Welfare Program Requirements

If income is reduced because of a sanction imposed by a State funded Assistance Program (Welfare, Temporary Assistance to Needy Families –TANF), or because of fraud, the rent will not be reduced during the period of the income reduction.

Rent may be reduced if income is reduced because of the expiration of the time limit on receiving benefits or a situation in which a family has complied with the welfare program requirements but cannot obtain employment.

F. Disallowance of Earned Income

For a period of 12 months, a families rent shall not be increased if the increase in income results from (1) earnings of a previously unemployed family member; (2) earnings of a family member during participation in a self-sufficiency or job training program; (3)

earnings of a family member that had been receiving welfare in the previous 6 months. After the 12 month disallowance, for an additional 12 months, 50% of earned income will be used to determine rent.

G. Reinstatement of the Community Service and Self-Sufficiency Requirements (CSSR).

The U.S. Department of Housing and Urban Development (HUD) requires that you be notified of the reinstatement of the federal regulation which requires all non-exempt adult (18 years or older) household members to perform eight (8) hours of community service each month. Failure to comply with this regulation can lead to eviction of the entire household.

The community service requirement applies to all adult residents (18 years or older) in public housing except for those exempted under Section 12 (c) of the Act.

Residents exempt from the community service requirement are those:

- Age 62 years or older.
- Blind or disabled (as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 415 (i)(1); 138c) and who certify that because of this disability they are unable to comply with the service provisions; or primary caretakers of such individuals.
- Engaged for a minimum of thirty (30) hours per week in work activities as defined in section 407 (d) of the Social Security Act (42 U.S.C. 607 (d), specified below:
 1. Unsubsidized employment;
 2. Subsidized private-sector employment;
 3. Subsidized public-sector employment;
 4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
 5. On-the-job training;
 6. Job-search and job-readiness assistance;
 7. Community service programs;
 8. Vocational educational training (not to exceed 12 months with respect to any individual);
 9. Job-skills training directly related to employment;
 10. Education directly related to employment in the case of a recipient t who has not received a high school diploma or a certificate of high school equivalency;
 11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; and
 12. The provision of childcare services to an individual who is participating in a community service program.

- Meet the requirements for being exempt from having to engage in a work activity under the State program funded under Part A of Title IV of the Social Security Act (42 U.S.C. 601 et. Seq.) or under any other welfare program of the State in which the PHA is located, including a State administered welfare-to-work program.
- If a member of a family receiving TANF assistance, benefits, or service under the State program funded under Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.); or under any other welfare program of the State in which the PHA is located, including a State administered welfare-to-work program and has not been found by the State or other administering entity to be in non-compliance with such program.

Eligible residents will be required to complete a time sheet each month reflecting the performance of the required eight (8) hours of community service or participation for a period of eight (8) in a economic self-sufficiency program. The sheet must be dated by the supervisor, signed and you must forward the completed time to the LHA's Public Housing Coordinator by the second Monday of each month. Time sheet forms are available at the LHA's administrative office located at 317 Sampson Avenue, Lakewood, NJ 08701 within no less than thirty days prior to your lease anniversary date, the LHA will advise you whether or not you are in compliance with the above stated requirement.

If you are found to be in non-compliance, you will be notified as follows:

1. That you have been found to be in non-compliance;
2. That such non-compliance determination is subject to the LHA's Grievance Procedure;
3. That, unless you enter into an agreement to comply, you will be declared ineligible for continued occupancy in public housing as of the date of your family's next annual reexamination.

PIH Notice 2003-17 discusses the reinstatement of the public housing community service and self-sufficiency requirement authorized under Section 12 of the United States Housing Act of 1937, as amended, (the Act). The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes or other activities that help an individual toward self-sufficiency and economic independence. This is a requirement of the Public Housing Lease.

The community service and self-sufficiency requirement is intended to assist adult public housing residents in improving their own economic and social well-being and give these residents a greater stake in their communities. The community service and self-sufficiency requirement allows residents an opportunity to "give something back" to their communities and facilitates upward mobility.

By July 31, 2003 all residents were provided with written notice about the reinstatement of the CSSR as outlined in 24 CFR 960.605. Residents were alerted of the requirement,

whether or not they are exempt, and what they needed to do in order to comply. By October 31, 2003 all affected residents should be performing their CSSR.

5. LEASE TERMINATION PROCEDURES

It is the HA's policy that no resident's lease shall be terminated except in compliance with applicable HUD regulations and the lease terms.

A. Notice Requirements

- (1) No resident shall be given a Notice of Lease Termination without being told by the HA in writing the reason for the termination. The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish. Certain actions are excluded from the Grievance Procedure, specifically: any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or the HA employees; and any drug-related criminal activity on or near such premises.
- (2) Notices of lease termination can be served personally, and if posted to the apartment door, shall also be sent to the resident by Certified Mail. Return of the Certified Mail receipt, whether signed or unsigned shall be considered to be proof that the resident received proper notification.

B. Record keeping Requirements

A written record of every termination and/or eviction shall be maintained by the HA, and shall contain the following information:

- (1) Name of resident, number and identification of unit occupied;
- (2) Date of the Notice of Lease Termination and any other notices required by State or local law; these notices may be on the same form and will run concurrently;
- (3) Specific reason(s) for the Notices, with section of the lease violated, and other facts pertinent to the issuing of the Notices described in detail;
- (4) Date and method of notifying resident (i.e. Certified, hand delivered);
- (5) Summaries of any conferences held with resident including dates, names of conference participants and conclusions.

6. CHARGES FOR EXCESS UTILITIES AND DAMAGES

A. Excess Utility Charges

Residents in units where the HA pays the utilities may be charged for excess utilities if additional appliances or equipment are used in the unit (e.g. window air conditioners). This charge shall be applied as specified in the lease and in accordance with the HA's "Schedule of Charges".

B. Charges for Damages

Charges shall be imposed for damages that are due to vandalism, neglect, carelessness or violation of rules and regulations of the family lease. No charge shall be made for reasonable wear and tear. Charges shall be imposed in accordance with the HA "Schedule of Charges"

7. MINIMUM RENTS

The HA shall charge a \$50.00 minimum rent.

8. FLAT RENTS

Flat rents shall be established for all units based on 80% of the current Fair Market Rents (FMR).

Each family may receive the benefit of the flat rent for a maximum of 24 months. The family must be current with rent and all other charges and otherwise be in compliance with the terms of the lease.

9. CRIMINAL ACTIVITY

The Housing Authority shall adhere to 24 CFR 966, Lease and Grievance Procedures, regarding the treatment of residents concerning criminal activity.

10. HOUSEKEEPING STANDARDS

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

- (a) Authority Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. The Authority will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the Authority will notify Tenant in writing if he/she fails to comply with the standards. The Authority will advise Tenant of the specific correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time, the Authority will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.

Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.

(b) Tenant responsibility: Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that result in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.

(c) Housekeeping Standards: Inside the Apartment

General--

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

Kitchen--

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

Bathroom--

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

- (5) Floor: should be clean and dry.

Storage Areas--

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

(d) Housekeeping Standards: Outside the Apartment

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Tenant:

- (1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
- (2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
- (3) Steps (front and rear): should be clean, and free of hazards.
- (4) Sidewalks: should be clean and free of hazards.
- (5) Storm doors: should be clean, with glass or screens intact.
- (6) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
- (7) Hallways: should be clean and free of hazards.
- (8) Stairwells: should be clean and uncluttered.
- (9) Laundry areas: should be clean and neat. Remove lint from dryers after use.
- (10) Utility room: should be free of debris, motor vehicle parts, and flammable materials.

Appendix A

Definitions

Definitions and Procedures to be Used In Determining Income and Rent

A. Annual Income

Annual income means all amounts, monetary or not, which: (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or (2) Are anticipated to be received from a source outside the family during the 12 month period following admission or annual reexamination effective date; (3) which are not specifically excluded; and (4) Annual income also means amounts derived (during the 12 month period) from assets to which any member of the family has access.

Annual income includes but is not limited to:

1. The full amount before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may not be deducted as provided in IRS regulations. Withdrawal of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.

Where the family has Net Family Assets in excess of \$5,000.00 Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by HUD;

4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts. [See B14 below for treatment of lump sum payments for the delayed or deferred periodic payment of social security or supplemental security income benefits.]
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (But see B3 below concerning treatment of lump-sum additions as Family Assets.)
6. Welfare Assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: (1) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus (2) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash contributions or gifts received from persons not residing in the dwelling;
8. All regular pay, special pay, and allowances of a family member in the Armed Forces. See B7 below concerning pay for exposure to hostile fire.

B. Items not included in Annual Income

Annual Income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health, and accident insurance, and worker's compensation) capital gains, and settlement for personal property losses; (but see paragraphs 4 and 5 above if the payments are or will be periodic in nature); [See paragraph 14 below for treatment of lump sum payments for the delayed or deferred periodic payments of social security or supplemental security income benefits.]
4. Amounts received by the family that are specifically for, or in reimbursement of the cost of medical expenses for any family member;

5. Income of a live-in aide, provided the person meets the definition of a live-in aide;
6. The full amount of student financial assistance paid directly to the student or the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Other:
 - (i) Amounts received under HUD funded training programs (e.g. Step-Up program; excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
 - (ii) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - (iii) Amounts received by a participant in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
 - (iv) A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a public housing resident for performing a service for the HA, on a part-time basis, that enhances the quality of life in public housing. 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.
 - (v) Incremental earnings and benefits resulting from participation in a qualifying State or local employment training programs (including training not affiliated with the local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment and training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participate in the employment and training program.
9. Temporary, non-recurring, or sporadic income (including gifts); or
10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
11. Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of the household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. The earnings and benefits to any resident resulting from the participation in a program providing employment training and

supportive services in accordance with the Family Support Act of 1988 (42 USC 1437 et seq.) OR any comparable Federal, State or local law during the exclusion period. For purposes of this paragraph the following definitions apply:

- (i) Comparable Federal, State or local law means a program providing employment training and supportive services that: (a) is authorized by a Federal, State or local law; (b) is funded by the Federal, State or local government; (c) is operated or administered by a public agency; and (d) has as its objective to assist participants in acquiring employment skills
 - (ii) Exclusion period means the period during which the resident participates in a program described in this section PLUS 18 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the US Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end.
 - (iii) Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment.
 15. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
 16. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
 17. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the US Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion; updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute as of 3 August 1993:

- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977
- Payments to volunteers under the Domestic Volunteer Service Act of 1973.
- Examples of programs under this Act include but are not limited to:

- the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP) and the Older American Committee Service Program;
- National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program and Special Volunteer Programs;
- Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- Payments received under the Alaska Native Claims Settlement Act
- Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes
- Payments of allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program
- Payments received under programs funded in whole or in part under the Job Training Partnership Act
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians
- The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims, or from funds held in trust for an Indian Tribe by the Secretary of Interior; and
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs.
 - Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
- Payments received from programs funded under Title V of the Older Americans Act of 1965.
 - Examples of programs under this act include but are not limited to Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.
- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the *In Re Orange* product liability litigation, M.D.L. No 381 (E.D.N.Y.)
- Payments received under the Maine Indian Claims Settlement Act of 1980.

- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990.
- Earned income tax credit refund payments received on or after January 1, 1991.

C. Anticipating Annual Income

If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for teachers who are only paid for 9 months or for tenants receiving unemployment compensation.)

D. Adjusted Income

Adjusted Income (the income upon which rent is based) means Annual Income less the following deductions and exemptions:

For All Families

1. Child Care Expenses - A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, **but only** when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by HA when the expense is incurred to permit education.
2. Dependent Deduction - An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-In Aide, or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, handicapped, or a full-time student.
3. Handicapped Expenses - a deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for handicapped family members where such expenses are necessary to permit a family member(s), including the handicapped/disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually handicapped, and equipment added to cars and vans to permit their use by the handicapped or disabled family member.
 - a) For non-elderly families and elderly families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

- b) For elderly families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) **plus** medical expenses as defined below.

For elderly and disabled families only:

4. Medical Expense Deduction - A deduction of unreimbursed Medical Expenses, including insurance premiums, anticipated for the period for which Annual Income is computed.

Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by the HA for the purpose of determining a deduction from income, **the expenses must be verifiable.**

For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.

- a) For elderly families with both handicapped and medical expenses: the amount of the deduction is calculated as described in paragraph 3(b) above.
5. Elderly/Disabled Household Exemption – An exemption of \$400 per household, see Definitions in the next section.

II. Definitions of Terms Used in This Statement of Policies

1. **Accessible dwelling units** - when used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR 8.32 & 40 [the Uniform Federal Accessibility Standards] is “accessible” within the meaning of this paragraph.

When an individual dwelling unit in an existing facility is being made accessible for use by a specific individual, the unit will be deemed accessible when it meets the standards that address the impairment of that individual.

2. **Accessible Facility** - means all or any portion of a facility **other than** an individual dwelling unit used by individuals with physical handicaps.
3. **Accessible Route** - For persons with mobility impairment, a continuous unobstructed path that complies with space and reaches requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.

4. **Adaptability** - Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types & degrees of disability.
5. **Allocation Plan** - The Plan submitted by the HA and approved by HUD under which the HA is permitted to designate a building or portion of a building for occupancy by Elderly Families or Disabled Families.
6. **Alteration** - any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, reroofing, interior decoration or changes to mechanical systems.
7. **Applicant** - a person or a family that has applied for admission to housing.
8. **Area of Operation** - The jurisdiction of the HA as described in State law and the HA's Articles of Incorporation.
9. **Assets** - Assets means "cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects." IMPORTANT: See the definition of Net Family Assets, for assets used to compute annual income.
10. **Auxiliary Aids** - services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities.
11. **Care Attendant** - a person that regularly visits the unit of the HA resident to provide supportive or medical services. Care attendants have their own place of residence (and if requested by the HA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.
12. **Co-head of Household** - a household where two persons are held responsible and accountable for the family.
13. **Dependent** - a member of the household, other than head, spouse, sole member, foster child, or Live-In Aide, who is under 18 years of age, or 18 years of age or older and disabled, handicapped, or a full-time student.
14. **Designated Family** - the category of family for whom the HA elects to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act.
15. **Designated Housing (or designated project)** - a project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with 24 CFR 945.105 or as amended.
16. **Disabled Family** - a family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. (see page 10e)

17. **Displaced Person** - a person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws. This definition is used for eligibility determinations only. It should not be confused with the Federal preference for involuntary displacement.
18. **Divestiture Income** - imputed income from assets disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets in this section.)
19. **Elderly Family** - a family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. (see page 14e)
20. **Elderly Person** – see page 14e
21. **Family** - two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in the HA housing; OR two or more persons who are not so related, but are regularly living together, can verify shared income or resources who will live together in the HA housing.

The term family also includes: Elderly Family (Definition 19), Near Elderly Family (Definition 33), Disabled Family (Definition 16), Displaced Person (Definition 17), Single Person (Definition 42), the remaining member of a tenant family, a foster care arrangement, or a kinship care arrangement (Definition 26). Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family.

Live-In Aides (Definition 27) may also be considered part of the applicant family's household. However, live-in aides are not considered family members and have no rights of tenancy or continued occupancy.

For purposes of continued occupancy, the term family also includes the remaining member of a resident family with the capacity, as defined by New Jersey law, to execute a lease.

22. **Full-Time Student** - a person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school.
23. **Head of Household** - the family member (identified by the family) who is held responsible and accountable for the family.
24. **Individual with Handicaps** - the Section 504 definitions of Individual with Handicaps and Qualified Individual with handicaps are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities

as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term “individual with a disability”.

Individual with handicaps means any person who has:

- a) A physical or mental impairment that:
 - substantially limits one or more major life activities;
 - has a record of such an impairment;
 - or is regarded as having such an impairment
- b) For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuse whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.
- c) Definitional elements:
 - As used in this definition the phrase “physical or mental impairment” means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; muscular, skeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

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

“Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

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

“Is regarded as having impairment” means:

has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;

has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or

has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

NOTE: A person would be covered under the first if HA refused to serve the person because of a perceived impairment and thus “treats” the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of the HA’s housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.

- d) The 504 definition of handicap does not include homosexuality, bisexuality or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.
- e) The 504 definition of an individual with handicaps is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.

25. Kinship Care - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition.

26. Live-In Aide - a person who resides with an elder person(s) or person(s) with disabilities and who: (a) is determined by the HA to be essential to the care and well being of the person(s); (b) is not obligated to support the family member; and © would not be living in the unit except to provide the necessary supportive services.

The HA policy on Live-In Aides stipulates that:

Before a Live-In Aide may be moved into a unit, a third-party verification must be supplied that established the need for such care and the fact that the person cared for will be able to remain in the unit and comply with the lease terms as the result of such care;

Move-in of a Live-In Aide must not result in overcrowding of the existing unit (although, a reasonable accommodation for a resident with a disability may be to move the family to a larger unit);

Live-In Aides have no right to the unit as a remaining member of a resident family.

Relatives who satisfy the definitions and stipulations above may qualify as a Live-In Aide but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family.

A Live-In Aide can be a single person. A live-in aide with a family may also be considered for admission to the unit provided that the addition of the Live-In Aide’s

family does not result in overcrowding of the existing unit. The adult members of the Live-In Aide's family must meet the HA's screening criteria.

A Live-In Aide will be required to meet the HA's screening requirements with respect to past behavior especially:

A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors;

Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity which would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the developments; and

A record of eviction from housing or termination from residential program.

27. **Low-Income Household** - a family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller and larger families.
28. **Medical Expense Allowance** - for purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense in excess of 3% of Annual Income, where these expenses are not compensated for or covered by insurance.
29. **Minor** - a person less than 18 years of age. An unborn child will not be considered a minor. (See definition of dependent.) Some minors are permitted to execute contract, provided a court declares them "emancipated".
30. **Mixed Population Project** - a public housing project for elderly and disabled families. The HA is not required to designate this type of project under 24 CFR 945 (or as amended) or prepare an allocation plan.
31. **Multifamily housing project** - for purposes of Section 504, means a project containing five or more dwelling units.
32. **Near-Elderly Family** - a family whose head, spouse, or sole member is a near-elderly person (at least 50 but less than 62 years of age). The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. (see page 14e)
33. **Near- Near-Elderly Person** - a person who is at least 50 years of age but below 62, who may be a person with a disability. (see page 14e)
34. **Net Family Assets** - the net cash value, after deducting reasonable costs that would be incurred in disposing of:
 - Real property (land, houses, mobile homes)
 - Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)

Cash value of whole life insurance policies

Stocks and bonds (mutual funds, corporate bonds, savings bonds)

Other forms of capital investments (business equipment)

Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset.

Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.

Net Family Assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial application or re-examination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms.

- 35. Person with disabilities** - Note: this is the program definition for public housing. The 504 definition does not supersede this definition. Person with disabilities means a person who:
- a) Has a disability as defined in Section 223 of the Social Security Act; or
 - b) Is determined to have a physical or mental impairment that:
 - (i) Is expected be of long continued and indefinite duration;
 - (ii) Substantially impedes his/her ability to live independently; and
 - (iii) Is of such nature that such disability could be improved by more suitable housing conditions; or
 - c) Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act.
- 36. Portion of Project** - includes one or more buildings in a multi-building project; one or more floors of a project or projects; a certain number of dwelling units in a project or projects.
- 37. Project, Section 504** - the whole of one or more residential structures and appurtenant structures, equipment, road, walks, and parking lots which are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site.
- 38. Qualified Individual with Handicaps, Section 504** - with respect to any non-employment program or activity which requires a person to perform a service or to achieve a level of accomplishment, means an individual with handicaps who meets the essential eligibility requirements and who can achieve the purpose of the

program or activity without modifications in the program or activity that the recipient (HA) can demonstrate would result in a fundamental alteration in its nature.

b) For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be “qualified” for occupancy in a project where such supportive services are provided by the recipient as a part of the assisted program. The person may not be “qualified” for a project lacking such services.

39. Service Provider - a person or organization qualified and experienced in the provision of supportive services, and that is in compliance with any licensing requirements imposed by State or local law for the type of service or services to be provided. The service provider may provide the service on either a for-profit or non-profit basis.

40. Single Person - a person who is not an elder person, a person with disabilities, a displaced person, or the remaining member of a resident family.

41. Standard Permanent Replacement Housing - such housing is:

decent, safe, and sanitary;
adequate for the family size;
occupied pursuant to a lease or occupancy agreement; and

Standard Permanent Replacement Housing does not include a transient facility such as a motel, hotel, or temporary shelter for victims of domestic violence or homeless families. In the case of domestic violence, the term does not include the housing unit which the applicant, applicant’s spouse, or other member shared with the person who engaged in the violence.

42. Spouse - the husband or wife of the head of the household.

43. Supportive Services - services available to persons residing in a development, requested by disabled families and for which there is a need. The term may include, but is not limited to: meal service, health-related services, mental health services, services for non-medical counseling, meals, transportation, personal care, bathing, toileting, housekeeping, chore assistance, safety, group and socialization activities, assistance with medications (in accordance with State law), case management, and personal emergency.

44. Tenant Rent - the amount payable monthly by the Family as rent to HA. Where all utilities (except telephone) and other essential housing services are supplied by the Authority, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the HA and the cost

thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance.

- 45. Total Tenant Payment (TTP)** - the TTP is calculated using the following formula:
The greater of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies). If the Resident pays the utilities, the amount of the Utility Allowance is deducted from the TTP. See the definition for Tenant Rent.
- 46. Uniform Federal Accessibility Standards** - standards for the design, construction, and alteration of publicly owned residential structures to insure that physically handicapped persons will have ready access to and use of such structures. The standards are set forth in Appendix A. See cross reference to UFAS in regulations.
- 47. Utilities** - water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility.
- 48. Very Low-Income Family** - a family whose Annual Income does not exceed 50 percent of the median Annual Income for the area, with adjustments for smaller and larger families, as determined by the Secretary of HUD.
- 49. Utility Reimbursement** - funds that are reimbursed to a resident or to the utility company on the resident's behalf if the utility allowance exceeds the Total Tenant Payment.

APPENDIX B

GRIEVANCE PROCEDURE

HOUSING AUTHORITY OF THE TOWNSHIP OF LAKEWOOD

GRIEVANCE PROCEDURE

I. Purpose

This grievance procedure has been adopted to provide a forum and procedure for tenants to seek the just, effective, and efficient settlement of grievances against the Housing Authority of the Township of Lakewood.

II. Governing Law

The law governing this grievance procedure is section 6(k) of the U.S. Housing of 1937 (42 U.S.C. 1437d(k)) subpart B of 24 CFR 966 (24 CFR 966.50-966.57).

III. Applicability

In accordance with applicable federal regulations, this grievance procedure shall be applicable to all individual grievances (as defined in Section IV below) between Tenant and Authority with the following two exceptions:

A. This grievance procedure is not applicable to disputes between Tenants not involving Authority or to class grievances involving groups of Tenants. Also, this grievance

procedure is not intended as a forum for initiating or negotiating policy changes between Tenants, or groups of Tenants, and Authority's Board of Commissioners.

B. HUD has issued a due process determination that the laws of the State of New Jersey provide Tenants the basic elements of due process (as defined in Section IV below) before eviction from a dwelling unit. Nevertheless, HUD regulations require the Authority to offer Tenants the opportunity to grieve eviction or any other adverse action, except that the regulations permit the Authority not to offer a grievance hearing in connection with an eviction action based upon:

a. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment or the premises of other residents or employees of the Authority, or

b. Any drug-related criminal activity on or near such premises. In accordance with the regulations, the Authority will not offer Tenants a grievance hearing in an eviction, in which the basis for the eviction is one of the above causes.

IV. Definitions

a. Grievance shall mean any dispute which a tenant may have with individual the tenant's lease or HA regulations which adversely affect the individual tenant's rights, duties, welfare or status.

b. CFR The Code of Federal Regulations, which contains the federal regulation governing this grievance procedure.

c. Complainant shall mean any tenant whose grievance is presented to HA or at the project office in accordance with section 3.

d. Drug-Related Criminal Activity The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance, as defined in sec. 102 of the Controlled Substances Act (21 U.S.C. 802) as from time to time amended.

- e. HA or "Authority" The Housing Authority of the Township of Lakewood, a public bode, corporate and politic, organized and existing under the laws of the State of New Jersey.
- f. Element of due process shall mean an eviction action or a termination of tenancy in a state or local court which the following procedural safeguards are required.
 - 1. Opportunity for the tenant 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 Tenant may have;
 - 2. Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
 - 3. Right of the Tenant to be represented by counsel;
 - 4. A decision on the merits.
- g. Hearing Officer An impartial person selected in accordance with 24 CFR 966.55 and this grievance procedure to hear grievances and render decisions with respect thereto.
- h. Hearing Panel A three-member panel composed of impartial persons, selected in accordance with 24 CFR 966.55 and this procedure to hear grievances and render decisions with respect thereto.
- i. HUD The United States Department of Housing and Urban Development.
- j. Notice As used herein, the term shall, unless otherwise specifically provided, mean written notice.
- k. The "Regulations" The HUD regulations contained in subpart B of 24 CFR Part 966.
- l. Resident Organization An organization of residents
- m. Tenant The adult person(or persons) other than a live-in-aide:
 - 1. Who resides in the unit and who executed the lease with the Authority as lessee of the dwelling unit, or if no such person resides in the unit.
 - 2. The person who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.
- n. Business Days Monday through Friday of each week, except for legal holidays recognized by the federal government.

V. Informal Settlement of Grievances

A. Initial Presentation

Any grievance shall be personally presented, either orally or in writing to the Authority's main office, 317 Sampson Avenue Lakewood, NJ 08701, within five (5) business days after the occurrence of the event giving rise to the grievance so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within a reasonable time and one copy shall be given to the tenant and one retained in the tenant file. The summary shall specify the name of the participants, dates of meetings, the nature of the proposed disposition of the complaint and specific reasons therefor, and specify the procedure by which a hearing under section 3 may be obtained if the complainant is not satisfied.

B. Informal Settlement Conference

If the grievance is not determined by the Authority to fall within one of the two exclusions mentioned in section III B (1) and III B (2) above, then the Authority will, within Five (5) business days after the initial presentation of the grievance, informally discuss the grievance with the complainant or his representatives in an attempt, to settle the grievance without the necessity of a formal hearing. If the informal settlement conference cannot occur at the time the grievance is initially presented by the complainant, then the complainant will be promptly notified in writing of the time and place for the informal settlement conference.

C. Written Summary

Within five (5) business days after the informal settlement conference, a summary of the informal discussion shall be prepared; by the Authority and a copy thereof shall be provided to the complainant. The summary shall be in writing and shall specify the names of the participants in the discussion, the date of the discussion, the nature of the proposed disposition of the grievance, and the specific reasons for such disposition. This written summary will also specify the procedures by which the complainant may obtain a formal hearing if the complainant is not satisfied by the proposed disposition of the grievance. A copy of the written summary shall also be placed in complainant's tenant file.

VI. Formal Grievance Hearing

A. Request for a hearing.

If the complainant is not satisfied with the results of the informal settlement conference, the complainant must submit a written request for a formal hearing to the Authority's main office no later than five (5) business days after the date complainant receives the summary of discussion delivered as required under Section VI above.

Complainant's written request for a formal hearing must specify:

1. The reasons for the grievance; and
2. The action or relief sought by the complainant; and
3. If the complainant so desires, a statement setting forth the times at which the complainant will be available for a hearing during the next ten business days; and
4. Complainant's preference, if any, concerning whether the grievance should be heard by a single hearing officer or by a hearing panel; and
5. If the complainant has failed to attend the informal discussion conference, a request that the hearing officer or panel waive this requirement.

B. Failure to Request Hearing

If the complainant fails to request a hearing within five (5) business days after receiving the written summary of the informal settlement conference, the Authority's decision rendered at the informal hearing becomes final and the Authority is not thereafter obligated to offer the complainant a formal hearing.

VII. Selection of Hearing Officer or Panel

Grievance shall be presented before a hearing officer. A hearing officer shall be selected as follows:

The hearing officer shall be an impartial, disinterested person selected by the HA Executive Director. In the event that the Executive Director was involved in the initial determination, the Chairperson of the HA shall select the hearing officer. The hearing officer may not be a subordinate of the person who made the initial determination.

VIII. Scheduling of Hearing

A. Hearing Prerequisites

A complainant does not have right to a grievance hearing unless the complainant has satisfied the following prerequisites to such a hearing:

1. The complainant has requested a hearing in writing.
2. The complainant has completed the informal settlement conference procedure or has requested a waiver for good cause.

3. If the matter involves the amount of rent which the Authority claims is due under the complainant's lease, the complainant shall have paid to the Authority an amount equal to the amount due and payable as of the first of the month proceeding the month in which the complained of act of failure to act took place. And, in the case of situations in which hearings are, for any reason delayed, the complainant shall thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel. Unless waived by the Authority in writing, no waiver will be given by the Authority except in cases of extreme and undue hardship to the complainant, determined in the sole and absolute discretion of the Authority.

B. Scheduling of hearings

1. Upon complainant's compliance with the prerequisites to hearing set forth above, a hearing shall be scheduled by the hearing officer or hearing panel promptly for a time and place reasonably convenient to both the complainant and the Authority, not later than the tenth (10th) business day after complainant has completed such compliance. In the case of a panel, if all three appointed members of the panel are not able to agree upon a date and time convenient to all panelists, on or before the last date before the hearing permitted under this procedure, they shall immediately so inform the Authority. If two panelists can agree upon a date and time, the Authority shall reappoint a third panelist who shall be available at the time agreed upon by the two who can agree. If none of the panelists can agree upon a time, a new panel shall be appointed.

2. A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the complainant and the appropriate Authority official, who, unless otherwise designated, shall be the Executive Director.

3. The Grievance Procedure shall not be applicable to residents in cases involving termination of tenancy for any activity, not just criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the HA; or any drug related criminal activity on or off the premises.

IX. Procedures Governing Hearings

A. Fair Hearings

1. The hearing shall be held before a hearing officer as appropriate.
2. The complainant shall be afforded a fair hearing providing the basic safeguards of due process which shall include:

- a. The opportunity to examine before the hearing and, at the expense of the complainant, to copy all documents, records and regulations that are relevant to the hearing.
- b. The right to be represented by counsel or other person chosen as his or her representative.
- c. The right to a private hearing unless the complainant requests a public hearing.
- d. The right to present evidence and arguments in support of his or her complaint to controvert evidence relied on by the HA and to cross-examine all witnesses on whose testimony or information the HA relies.
- e. A decision based solely and exclusively upon the facts presented at the hearing.

B. Prior Decision in Same Matter

The hearing officer may render a decision proceeding with the hearing if the hearing officer or other panel determines that the issue had been previously decided in another proceeding.

C. Failure to Appear

If the complainant or the HA fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing not to exceed five business days or make a determination that the party has waived his right to a hearing. Both parties shall be notified of the determination by the hearing officer, provided that the complainant has waived his right to a hearing shall not constitute a waiver of his or her right to contest HA's disposition in an appropriate judicial proceeding.

D. Required Showing of Entitlement to Relief

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the Authority must sustain the burden of justifying the Authority's action or failure to act against which the complaint is directed.

E. Informality of Hearing

The hearing shall be conducted informally by the hearing officer or hearing panel, and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceeding.

F. Transcript of Hearing

The complainant or the HA may arrange, in advance and at the expense of the party making the arrangements, for a transcript of the hearing. Either party may purchase a copy of such transcript from the party which arranged to have the transcript made.

X. Decision of the Hearing Officer or Hearing Panel

At or subsequent to the completion of the grievance hearing, the hearing officer or panel shall make a determination as to the merits of the grievance and the following provisions shall govern:

A. Written Decision

- a. The hearing officer shall prepare a written decision, together with the reasons therefor, within ten (10) business days after the completion of the hearing. A copy of that decision shall be sent to the complainant and the HA. The HA shall retain a copy of the decision in the tenants folder. A copy of such decision will have all names and identifying references deleted, shall also be maintained on file by the HA and make available for inspection by prospective complainant, or hearing officer.

B. Binding Effect

The decision of the hearing officer or hearing panel shall be binding on the HA unless the HA's Board of Commissioners determines, within ten (10) days, and properly notifies the complainant of its determination, that: within a reasonable time, and promptly notifies the complainant of its determination that:

1. The grievance does not concern HA action or failure to act in accordance with or involving the complainant's lease or HA regulations, which affect complainant's rights, duties, welfare or status.
2. The decision of the hearing officer is contrary to applicable federal, state or local law, HUD regulations and requirements of the annual contributions contract between HUD and the HA.

C. Continuing Right of Complainant to Judicial Proceedings

A decision by the hearing officer or hearing panel or Board of Commissioners in favor of the HA or which denies the relief requested by the complainant, in whole or in part, shall not constitute a waiver or rights of complainant to judicial review in any judicial proceedings.

XI. HA Eviction Actions

Any notice to vacate (or quit) which is required by State or local law may be combined with or run concurrently with the notice of lease termination which informs the tenant of their right to a grievance hearing.

When the Authority is required to offer the tenant the opportunity for a grievance hearing for a grievance concerning lease termination, the tenancy shall not terminate until the period to request a hearing has expired or the grievance process has been completed.

All notices under this grievance procedure shall be deemed delivered:

1. Upon personal service thereof upon the complainant or an adult member of the complainant's household,
2. Upon the date receipted for or refused by the addressee, in the case of certified or registered U.S. Mail, or
3. On the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail.
4. If a Tenant is visually impaired, any notice hereunder delivered to such Tenant must be in an accessible format.

XI. Modification

A. Captions

Captions or paragraph heading set forth in this grievance procedure are for convenience of reference only and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.

B. Concurrent Notice

If a Tenant has filed a request for grievance hearing hereunder in a case involving the Authority's Notice Termination of Tenancy, the complainant should be aware that the State law Notice to Vacate and the Notice of Termination of tenancy required under Federal law run concurrently. Therefore, if the hearing officer or hearing panel upholds the Authority's action to terminate the tenancy, the Authority may commence an eviction action in court upon the sooner of the expiration of the date for termination of tenancy and vacation of premises stated in the Notice of Termination delivered to complainant, or the delivery of the report of decision of the hearing officer or panel to complainant.

XIV. Incorporation in Leases

This grievance procedure shall be incorporated by attachment to and by reference in all leases between Tenants and Authority at all public housing dwelling leases between Tenants and Authority, whether or not so specifically provided in such leases.

APPENDIX E

Discrimination Complaint Policy

(Ref. Resolution No. 4534)

It is the policy of the Lakewood Housing Authority (hereafter the HA) to comply with all applicable laws relating to Civil Rights, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), any applicable State laws or local ordinances and any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.

The Housing Authority shall not discriminate because of race, color, sex, religion, familial status, disability, national origin in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under the Authority's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof.

The staff of the Housing Authority shall assist individuals in filing complaints. The Authority shall provide applicable discrimination complaint forms.

Complaints may be filed with the agencies listed below:

Fair Housing Enforcement Center
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278-0068
(212) 264-9610
1-800-496-4294
TTY (212) 264-0927

New Jersey Division of Civil Rights
140 East Front Street, 6th Floor
P.O. Box 090
Trenton, NJ 08625-0090
(609) 292-4605