SECTION 8 ADMINISTRATIVE PLAN

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Article I. General Provisions

Section 1.01 Program Objectives

The objectives of the Housing Authority of the Borough of Glassboro (GHA) Section 8 Housing Choice Voucher (HCV) Program and Project-Based Voucher (PBV) Program (individually referred to as a "Program" and collectively referred to as "Programs") are to house income eligible families in safe, sanitary, and affordable housing within the Borough of Glassboro. Such housing shall be in accordance with the rules and regulations governing the Programs, the Department of Housing and Urban Development's (HUD) Section 8 Regulations, as well as all federal, state and local fair housing laws and regulations.

Section 1.02 Administrative Authority

This document serves as GHA's operational handbook for the implementation of the Programs, functions as GHA's Administrative Plan ("Plan") and complies with all of the requirements of 24 *C.F.R.* §982.54, *Administrative Plan*. The Plan's purpose is to provide guidance for the consistent application of the policies and procedures adopted by GHA in its administration of the Programs.

Section 1.03 Extenuating Circumstances

The following conditions are recognized by GHA as extenuating circumstances that may affect GHA's administration of the Programs: domestic violence; a serious inspection violation; a catastrophe such as a fire, flood or other act of nature; a risk of violence against a household member as a reprisal for providing information to a law enforcement agency, or because of a household member's race, color, religion, sex, national origin, handicap, or familial status; or litigation. Further, on a case-by-case basis, GHA may consider an exception to one of its standard policies if there is evidence of a sufficient extenuating circumstance not specifically identified above.

Section 1.04 File Maintenance

In order to demonstrate compliance with HUD and other pertinent regulations, GHA will maintain records, reports, and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional, or other interested party to follow, monitor, and or assess GHA operational procedures objectively and with accuracy and in accordance with Section 8 Management Assessment Program (SEMAP) requirements with internal supervisory audits. GHA maintains an electronic file for each applicant, participant and owner. The electronic file shall be considered the official file. GHA does not maintain paper files.

Section 1.05 Privacy Rights

Applicants and participants, including all adults in their households, are required to sign the HUD 9886-A Authorization for the Release of Information annually. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD/GHA will release family information. GHA shall require additional authorizations not covered by the HUD 9886-A

form as required for verifications. GHA policy regarding release of information is in accordance with state and local laws that may restrict the release of family information. Failure to provide a signed HUD 9886-A to GHA as required herein shall result in denial or termination of assistance.

Section 1.06 Social Networking Sites

As an organization, GHA does not use any social networking sites, including but not limited to Snapchat, Facebook, X (formerly known as Twitter), and TikTok, or maintain or control any accounts related to such sites, to communicate with the general public regarding its programs and services. Any employee that discovers any activity on any social networking sites, or accounts related to such sites, in the name of GHA, or a similar name creating the appearance of an official GHA activity or account, shall immediately notify the Executive Director and IT Director.

Section 1.07 Attachments

A. GHA Policies. GHA policies are approved by the GHA Board of Commissioners. GHA policies that are attachments to this Plan are independent of this Plan subject to a separate approval process by the Board of Commissioners and may be revised or replaced by GHA without revising this Plan. If GHA revises or replaces any GHA policy that is an attachment to this Plan, upon approval of such revised or replacement policy, the applicable attachment hereto shall be replaced with the approved, revised or replacement GHA policy and shall be effective upon approval by the Board of Commissioners, and HUD if applicable, of the revised or replacement policy.

B. GHA Forms. GHA forms provide procedures for the effective and efficient implementation of this Plan and GHA policies. GHA forms do not require the approval of the Board of Commissioners. GHA forms may at any time be attached or removed from this Plan, and references to such forms may be made in or removed from this Plan, without the approval of the Board of Commissioners, so long as such Plan revisions are limited to the reference of such forms where applicable in this Plan.

C. HUD Forms. HUD forms that are attachments to this Plan are independent of this Plan and may be revised or replaced by HUD without revising this Plan. If HUD revises or replaces any HUD forms that are attachments to this Plan, upon approval of such revised or replacement forms by HUD, the applicable attachment hereto shall be replaced with the approved, revised or replacement HUD form and shall be effective upon approval by HUD of the revised or replacement form. HUD forms may be used after the expiration date identified on the HUD form if no successor revised or replacement form has been approved by HUD.

Section 1.08 Housing Opportunity Through Modernization Act (HOTMA)

All provisions of the Housing Opportunity Through Modernization Act shall be fully implemented on a date to be determined by HUD.

Article II. Fair Housing & Equal Opportunity

Section 2.01 Non-Discrimination

GHA shall administer the Programs to affirmatively further fair housing in accordance with the 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), Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act, Violence Against Women Reauthorization Act of 2013 (VAWA), and The Age Discrimination Act of 1975.

GHA is committed to administering the Programs to ensure that individuals and households are not discriminated against because of their race, color, religion, sex, national origin, age, familial status, disability, sexual orientation, gender identity, and marital status. GHA will not use any of these factors to:

A. Deny any family the opportunity to apply for housing, or deny to any qualified applicant the opportunity to participate in housing;

B. Provide housing that is different from that provided to others;

C. Subject anyone to segregation or disparate treatment;

D. Restrict anyone's access to any benefit enjoyed by others in connection with the Programs;

E. Treat a person differently in determining eligibility or other requirements for admissions;

F. Steer an applicant or participant towards or away from a particular area;

G. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the Programs;

H. Discriminate in the provision of residential real estate transactions;

I. Discriminate against someone because they are related to or associated with a member of a protected class; or

J. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

Section 2.02 Assistance for Families Claiming Unlawful Discrimination

If an applicant or participant believes that any family member has been discriminated against by GHA or an owner, the family should advise GHA. HUD requires GHA to make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action. In addition, GHA is required to provide the applicant or participant

with information about how to file a discrimination complaint. The Fair Housing Act prohibits discrimination in housing because of race, color, religion, sex, national origin, age, familial status, disability, sexual orientation, gender identity, and marital status. People who believe they have experienced discrimination may file a complaint by contacting HUD's Office of Fair Housing and Equal Opportunity (FHEO) at (800) 669-9777 (voice) or (800) 877-8339 (TTY). Housing discrimination complaints may also be filed online by going to www.hud.gov/fairhousing, or by completing FHEO's HUD-903.1 Form and submitting the completed form by email to ComplaintsOffice02@hud.gov or regular mail to New York Regional Office of FHEO, U.S. Department of Housing and Urban Development, 26 Federal Plaza, New York, NY 10278. Persons who have alleged discrimination on the basis of the Fair Housing Amendment Act of 1988, Title VIII of the Civil Rights Act of 1968, Title VI of the Civil Rights Act of 1964 or Executive Order 11063, will have their case administered by the Intake Supervisor (if it is a new admission) or the Section 8 Supervisor (if it is a Program participant) to personally assist the family in finding a suitable unit and to prevent any repeated discrimination against the family. If consistent with the requirements of the Program, the Intake Supervisor or Section 8 Supervisor, as appropriate, shall provide vacancy listings so that the applicant/participant may contact the apartment managers with vacant units to arrange appointments for the family to inspect such units. Assistance will also be provided in the exercise of the person's rights, including providing information on how to fill out and file a housing discrimination complaint. GHA will keep a record of all complaints, investigations, notices, and corrective actions.

Section 2.03 Reasonable Accommodations Policy

GHA is committed to ensuring that the policies and procedures of its Programs and services do not deny individuals with disabilities the opportunity to participate in, or benefit from, those Programs and services. GHA is also committed to ensuring that its policies and procedures do not otherwise discriminate, on the basis of disability, in connection with the operation of those Programs and services. A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice or program that provides a qualified individual with a disability the opportunity to participate in or benefit from one of GHA's Programs and services. This policy, as contained in this Section, will be provided during the Tenant Briefing Program.

A. Definitions

An individual with a disability or handicap, as defined by the Fair Housing Act, is an individual who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment. As used in this definition, the phrase "physical or mental impairment" includes:

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism. 24 *C.F.R.* §100.201.

"Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working. 24 *C.F.R.* §100.201.

The definition of disability does not include current users of illegal controlled substances, individuals whose alcohol use interferes with the rights of others, an individual with any disability whose tenancy poses a direct threat to the health or safety of others unless that threat can be controlled with a reasonable accommodation, Juvenile offenders and sex offenders by virtue of that status are not individuals with disabilities protected by the Fair Housing Act.

B. Requesting a Reasonable Accommodation

An individual with a disability may request a reasonable accommodation from GHA at any time. The individual, or another person identified by the individual, should request a reasonable accommodation(s) by submitting a completed GHA Reasonable Accommodation Request Form to GHA's Reasonable Accommodation Coordinator. The individual must explain what type of accommodation is needed to provide the individual with the disability full access to GHA's Programs and services. Reasonable accommodation methods or actions that may be appropriate for a particular Program/service and individual may be found to be inappropriate for another Program/service or individual. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the needs of the individual as well as the applicable law (see Subsection D below).

C. Verification of Reasonable Accommodation Request

Before providing an accommodation, GHA must determine that the individual meets the definition of an individual with a ***disability,*** and that the individual needs the specific accommodation due to their disability and the accommodation is required for the individual to have equal access to GHA's Programs and services.

GHA will request third-party verification to support the need for a reasonable accommodation. Third-party verification must be obtained from a Licensed Health Care Professional. A Licensed Health Care Professional is a licensed physician, optometrist, psychiatrist, psychologist, physician's assistant, nurse practitioner, or nurse. GHA must request only information that is necessary to evaluate the disability-related need for the accommodation. GHA will not inquire about the nature or extent of any disability. In the

event that GHA does receive confidential information about an individual's specific diagnosis, treatment, or the nature or severity of the disability, GHA will properly dispose of or redact such personal health information.

In addition, GHA may request that the individual, or the individual's Licensed Health Care Professional, provide suggested reasonable accommodations. If an individual's disability is obvious, or otherwise known to GHA, and if the need for the requested accommodation is also readily apparent or known, no further verification of the disability will be required.

D. Denial of Request for Reasonable Accommodation

GHA can deny a request for a reasonable accommodation if: (1) the request was not made by or on behalf of an individual with a disability; (2) there is no disability-related need for the accommodation; or (3) the third-party verification is rejected by the Reasonable Accommodation Coordinator as unreliable. Further, a requested accommodation can be denied if one of the following would occur as a result: a violation of state and/or federal law; a fundamental alteration in the nature of a Program; or an undue financial and administrative burden on GHA. All denials will be reduced in writing and will identify the reason for the denial. In the event the requested accommodation is denied, GHA will consider whether there is an alternative accommodation that would effectively address the individual's disability-related need without violating a state and/or federal law, a fundamental alteration of a Program and without imposing an undue burden.

Section 2.04 Access to Services for Persons with Limited English Proficiency

GHA will take affirmative steps to communicate with people who need services or information in languages other than English. These persons are referred to as persons with Limited English Proficiency (LEP). An LEP person is defined as a person who does not speak English as their primary language and who have limited ability to read, write or understand English. GHA's goal is to ensure meaningful access by the LEP person to critical services while not imposing undue burdens on GHA. In order to determine the level of access needed by LEP persons, GHA will act in accordance with GHA's Language Assistance Plan and balance the following four (4) factors. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on GHA.

A. The number or proportion of LEP persons eligible to be served or likely to be encountered by a Program;

B. The frequency with which LEP persons come into contact with such Program;

C. The nature and importance of the activity or service provided by such Program to people's lives; and

D. The resources available to GHA and costs.

Article III. Program Eligibility

GHA will take the necessary steps to ensure that every individual and family admitted to a Program meets all related Program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to such Program. The family must provide any information needed by GHA to confirm eligibility and determine the level of the family's assistance. To be eligible for a Program the applicant family must:

A. Qualify as a family as defined by HUD and GHA.

B. Have income at or below HUD-specified income limits.

C. Qualify on the basis of citizenship or the eligible immigrant status of family members.

D. Contain at least one family member who is either a U.S. citizen or has eligible immigration status.

E. Provide social security numbers for all family members in compliance with HUD's Rent Reform Notice effective January 2010, unless the family member is sixty-two (62) or older as of January 2010 and already under a Program.

F. GHA shall require social security numbers for all family members regardless of age in compliance with the federally mandated criminal record requirements for all adult family members.

G. Consent to GHA's collection and use of family information as provided for in GHA-provided consent forms.

H. Be represented by a head of household who is eighteen (18) or older or an emancipated youth at the time of application submission.

I. Be eligible for assistance in accordance with the restrictions on assistance to students enrolled in an institution of higher education (24 *C.F.R.* §5.612).

J. GHA must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or GHA. Reasons for denial of admission are addressed in this Plan. These reasons for denial constitute additional admission criteria.

K. Evidence of Citizenship/Eligible Immigrant Status will not be verified until the family is selected from the waiting list for eligibility processing for issuance of a voucher.

Section 3.01 Definitions

Any term not defined below shall have the meaning ascribed to it in accordance with 24 *C.F.R.* 5.100, 5.403, and 5.603.

A. Act: The Housing Act of 1937.

B. *C.F.R.*: Code of Federal Regulations.

C. Dependent: A dependent is a family member who is under eighteen (18) years of age or a person of any age who is a person with a disability or an FTS, except that the following persons can never be dependents: the head of household, spouse, co-head, foster children/adults and live-in aides. Identifying each dependent in the family is important because each dependent qualifies the family for a deduction from annual income. Dependents that are subject to a joint custody arrangement will be considered a member of the family if they live with the applicant or participant family fifty-one percent (51%) or more of the time. When more than one applicant or assisted family (regardless of Program) are claiming the same dependent(s) as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependent(s). If there is a dispute about which family should claim the dependent(s), GHA will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the dependent(s) for income tax purposes.

D. Disabled Family: A disabled family is a family whose head, co-head, spouse or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

E. Displaced Family: A displaced family is a family in which each member, or whose sole member, is 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 formally recognized pursuant to federal disaster relief.

F. Elderly Family: An elderly family is a family whose head, co-head, spouse, or sole member is at least sixty-two (62) years of age. It may include two or more persons who are at least sixty-two (62) years of age living together, or one or more persons who are at least sixty-two (62) years of age living with one or more live-in aides.

G. Family: Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. A single person, who may be:

(a) An elderly person, displaced person, disabled person, near-elderly person, or any other single person;

(b) An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 *U.S.C.* 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or

2. A group of persons residing together, and such group includes, but is not limited to:

   (a) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);

   (b) An elderly family;

   (c) A near-elderly family;

   (d) A disabled family;

   (e) A displaced family; and

   (f) The remaining member of a tenant family.

H. Family Share: Family share shall mean the portion of rent and utilities paid by the family. The family share is calculated by subtracting the amount of the housing assistance payment from the gross rent. GHA may not use the housing assistance payment or other Program funds (including the administrative fee reserve funds) to pay any part of the family share. Payment of the family share is the responsibility of the family.

I. Full-Time Student (FTS): An FTS is a person who is attending school or vocational training on a full-time basis. The time commitment or subject load that is needed to be deemed an FTS is defined by the educational institution.

J. HAP contract(s): Housing Assistance Payments Contract(s).

K. Head of Household: Head of household means the adult member of the family who is considered the head for the purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under a Program, alone or in conjunction with the co-head or spouse. The head of household must have the legal capacity to enter into a lease under state and local law. The family may designate any qualified family member as the head of household.

L. Household: Household is the broader term that includes additional people, who with the permission of GHA live in the assisted unit, such as live-in aides, foster children and foster adults.

M. Near-elderly family: A near-elderly family is a family whose head, co-head, spouse, or sole member is a person who is at least fifty (50) years of age but below the age of sixty-two (62); or two or more persons, who are at least fifty (50) years of age but below the age of sixty-two (62), living together; or one or more persons who are at least fifty (50) years of age but below the age of sixty-two (62), living with one or more live-in aides.

N. Operating Jurisdiction: The Borough of Glassboro. For purposes of determining if an assisted unit is located in the Borough of Glassboro, GHA may utilize either the zip code of the postal address of the assisted unit or the zip code for the taxing district where the assisted unit is located.

O. Other Adult: Other adult means a family member, other than the head, spouse or co-head who is eighteen (18) years of age or older. Foster adults and live-in aides are not considered other adults.

P. Person with disabilities.

1. Means a person who:

(a) Has a disability as defined in 42 *U.S.C.* 423 regarding disability insurance benefit payments;

(b) Is determined, pursuant to HUD regulations, to have a physical, mental or emotional impairment that:

(i) Is expected to be of long-continued and indefinite duration;

(ii) Substantially impedes such person's ability to live independently; and

(iii) Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or

(c) Has a developmental disability as defined in 42 *U.S.C.* 6001 regarding programs for individuals with developmental disabilities.

2. Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;

3. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and

4. Means "individual with handicaps", as defined in 24 *C.F.R.* §8, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

Q. PHA: Public Housing Authority.

R. Plan: GHA's Section 8 Administrative Plan.

S. Programs: GHA's HCV Program and Project-Based Voucher Program. Each of the Programs may be individually referred to herein as a "Program".

T. Spouse and Co-Head: a family may have a spouse or co-head but not both. Spouse means the marriage partner of the head of household. A co-head is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all its responsibilities under a Program, but who is not a spouse. A family can have only one co-head.

Section 3.02 Pre-Applications

GHA will receive and process pre-applications in a way that treats all applicants fairly and consistently. All applicants will have the opportunity to apply for any applicable Programs administered by GHA. At the discretion of the Executive Director, GHA will only accept complete pre-applications for assistance on an as needed basis. The Executive Director will review the waiting lists and determine whether pre-applications will be accepted and the length of time to accept pre-applications. Pre-applications will only be accepted by mail at:

Housing Authority of the Borough of Glassboro
Tenant Processing Center - Main Office
100 Pop Moylan Blvd.
Deptford, New Jersey 08096

OR

Online at http://www.hagc.org

Completeness: GHA will only accept complete pre-applications for processing as provided herein. To be deemed complete, pre-applications must contain sufficient information for GHA to make preliminary determinations of eligibility and state/local preference status. GHA shall provide public notice when opening a waiting list stating where and when to apply. Such public notice shall also identify what information or forms must be submitted for the pre-application to be deemed complete for processing. Incomplete pre-applications will not be accepted by GHA for processing. Applicant families failing to submit a complete pre-application shall not be entitled to an informal review under GHA's Grievance policy.

Eligibility for Placement on Waiting List: After the pre-application is deemed complete, GHA shall determine if the applicant family is eligible for placement on the waiting list. If an applicant family is deemed eligible, the head of the applicant family on the pre-application will be assigned a confirmation number and placed on the appropriate waiting list(s). If the information on the pre-application shows the applicant to be obviously ineligible, the denial letter will state the reasons for the determination of ineligibility and, the applicant family's right to an informal review and how to request such review.

GHA will take steps to ensure that the pre-application process is accessible to those people who might have difficulty complying with the normal, standard application process. This may include people with disabilities or LEP persons. GHA will consider requests for Reasonable Accommodations for individuals with disabilities and reasonable steps to ensure equal access for LEP persons.

Section 3.03 Organization of Waiting List

All eligible applicants will be placed on the waiting lists based on the date and time the application was received. There will be one waiting list maintained for the Section 8 HCV Program and one for the Project-Based Voucher Program. The waiting lists will be assembled in sequential order with the applicant's name, family unit size, date and time of application receipt, annual income, qualifications for any local preference, and racial or ethnic designation of the head of household noted. The Project-Based Voucher Program waiting list represents different bedroom sizes, as these Programs are unit based.

Section 3.04 Opening and Closing of Waiting Lists

The waiting lists will be opened or closed at the discretion of the Executive Director considering the available funding, length of the waiting lists, and whether the waiting list includes a sufficient number of extremely low-income families. See attached Equal Housing Opportunity and Affirmatively Furthering Fair Housing Policy for GHA's practice on encouraging full participation of the public when the waiting lists are opened. When the Executive Director determines that the waiting lists contain an adequate pool for use of available Program funding, GHA may stop accepting new applications and close the waiting lists.

Section 3.05 Notification of Selection from Waiting Lists

Families selected from the waiting lists will be notified of their selection by a written communication, the method of which is selected by the family in the application ("Housing Eligibility Interview Letter"). The Housing Eligibility Interview Letter will inform the family of how to proceed with scheduling an interview ("Housing Eligibility Interview"), that the Housing Eligibility Interview will be conducted by phone, and when, what and how documents are to be supplied to GHA in order to proceed to a Housing Eligibility Interview. Failure to provide all documents required by the Housing Eligibility Interview Letter and attached Housing Eligibility Document Checklist may result in Housing Eligibility Interview cancellation, denial of assistance, and/or removal from the waiting lists. In accordance with the Housing Eligibility Interview Letter, families must respond to GHA within fourteen (14) calendar days of the date of the Housing Eligibility Interview Letter to schedule a Housing Eligibility Interview. If the Housing Eligibility Interview Letter is returned to GHA with no forwarding address, the family will be removed from the waiting lists and a notice of denial of assistance will be sent to the family's address of record.

Section 3.06 Reporting Changes in Family Circumstance While on a Waiting List

While the family is on the waiting list, the family must report in writing to GHA changes in family size or composition, preference status, contact information, including current residence, mailing address, income and phone number. All changes must be reported in writing within fourteen (14) days.

Section 3.07 Preferences

Information provided to GHA in support of a preference must be verified by GHA pursuant to Section 7.06 of this Plan. Preferences shall be verified during the pre-application process, except for the residency preference which shall be verified at the time of application. Newly adopted and implemented preferences shall not be applied retroactively to previously filed and waitlisted applications. For a waitlisted applicant to receive preference points for a new preference that was adopted after the filed application, such waitlisted applicants are required to amend their previously filed application. Applicable preference points will be applied from the date of the amended application.

A. State Preferences

1. Veterans and Surviving Spouses Preference (*N.J.A.C.* 5:40-2.2)

For existing projects or housing vouchers administered by GHA, where an open waiting list for housing units exists, or where such a list is opened or reopened in the future to accept additional applications, a preference must be created for veterans and surviving spouses. For future housing projects or housing vouchers undertaken by GHA, a housing preference must be created for veterans and surviving spouses. These preferences shall take priority over all other preferences. Within the preference for veterans and surviving spouses, GHA shall provide a priority to applicants in the following order:

(a) Veterans who are both homeless and disabled (eligible applicants will be awarded seventy-five (75) preference points);

(b) Homeless veterans (eligible applicants will be awarded fifty (50) preference points); and

(c) Disabled veterans. The preference for disabled veterans shall include family members who are the primary residential caregivers to such veterans and who are residing with them (eligible applicants will be awarded twenty-five (25) preference points).

Veterans and surviving spouses must meet all eligibility criteria for a housing project or housing voucher. Veteran and surviving spouses must possess a valid DD-214, NGB-22 or any other government issued record evidencing the type of discharge from service is other than “dishonorable”.

B. GHA Established Local Preferences

GHA has established a system of local preferences for the selection of families admitted to the Program. The preferences affect the order of applicants on the waiting list but do not make anyone eligible who was not otherwise eligible.

1. Veterans and Surviving Spouses Preference

A veteran's preference will be given to non-homeless, nondisabled veterans and surviving spouses who reside in New Jersey. Such veteran and surviving spouses must possess a valid DD-214, NGB-22 or any other government issued record evidencing the type of discharge from service is other than "dishonorable". Eligible applicants will be awarded ten (10) preference points.

2. Residency Preference

(a) Eligibility for Residency Preference

A residency preference will be given to applicants whose head, co-head, or spouse are residents of, or are working or hired to work in, the Operating Jurisdiction.

(i) An applicant who is a resident of or works in the Operating Jurisdiction on the day their application is received by GHA will be eligible for the residency preference. If the applicant no longer resides or works in the Operating Jurisdiction at the time of eligibility determination, such applicant retains the residency preference effective the date the application was received by GHA.

(ii) An applicant who is homeless will receive a residency preference if such applicant can document to the satisfaction of GHA that such applicant resided or worked in the Operating Jurisdiction immediately prior to becoming homeless.

(iii) Applicants who have been notified that they are hired to work in the Operating Jurisdiction are treated as residents of the Operating Jurisdiction.

(iv) An applicant who resides and works outside the Operating Jurisdiction on the day their application is received will be entitled to the residency preference if such applicant notifies GHA in writing that such applicant moved into or began working in the Operating Jurisdiction. The applicant must, at the time of eligibility determination, live or work within the Operating Jurisdiction.

Eligible applicants will be awarded one (1) preference point.

(b) Verification of Residency Preference

To be entitled to a residency preference, applicants must submit at the time of application objective, third party documentation of their residence or employment. All documents received to verify a residency preference must be dated and current. To be considered "current" a document must not be dated more than sixty (60) days before the date of the application. All certifications from a third party (including facsimile transmissions) must be on the agency's letterhead, dated and signed by the appropriate representative of the agency. See Section 7.06 of this Plan for documents which are acceptable forms of proof of residency.

Section 3.08 Reserved

Section 3.09 Reserved

Section 3.10 Continuously Assisted Families

A family is considered "continuously assisted" under the Act if the family is already receiving assistance under any Act Program when the family is admitted to the HCV Program. For purposes of income eligibility, a family will be considered "continuously assisted" upon admission into the HCV Program only when there is a break of no more than sixty (60) calendar days between participation in the assisted Programs.

Section 3.11 Family Consent to Release of Information

HUD requires each adult family member and the head of household, spouse, or co-head regardless of age, to sign HUD's consent form, Authorization for the Release of Information/Privacy Act Notice, and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. GHA must deny admissions to the Programs if any member of the applicant family fails to sign and submit required consent forms. Unless otherwise excepted as required by law, spouses that do not/will not reside in the assisted unit shall submit a completed GHA consent form, Spousal Authorization for Release of Information.

Section 3.12 Citizenship Status

Housing assistance is available only to individuals who are U.S. citizens, U.S. nationals, or noncitizens that have eligible immigration status. At least one family member must be a citizen, national or noncitizen with eligible immigration status in order for the family to qualify for assistance. Applicants must meet the documentation requirements of citizenship or eligible immigration status. Persons claiming citizenship are required to provide verification of citizenship through United States passport; Resident alien card; Registration card; Social Security card; or other appropriate documentation. Persons claiming eligible immigration status must present appropriate immigration documents which are verified by GHA through Immigrations and Naturalization Service. Non-citizens claiming eligible immigration status must provide all of the following evidence: The signed declaration of eligible immigration status; one of the INS documents specified in the attached Non-Citizen Rule Summary of Documentation Requirements prepared by HUD; A signed verification consent form describing transmission and use of the information obtained. Providing housing assistance to noncitizen students is prohibited. All applicant families will be notified of the requirement to submit evidence of their citizenship status when they apply.

Section 3.13 Social Security Numbers

The applicant and all members of the applicant's household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN. However, if a child under the age of six (6) years was added to the assistance applicant household within the six (6) month period prior to the household's date of

voucher issuance, the assistance applicant may become a participant, so long as the social security documentation is provided to GHA within ninety (90) calendar days from the date of the HAP contract. GHA will grant an extension of one additional ninety (90) day period if it determines that, in its discretion, the assistance applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the control of the applicant.

GHA must deny assistance and/or terminate assistance for a family if the regulatory requirements for SSN disclosure and documentation are not met or if the family submits falsified SSN documentation.

Section 3.14 College Students Enrolled in Institutions of Higher Education

If a student enrolled at an institution of higher education is under the age of twenty-four (24), is not a veteran, is not married, does not have a dependent child, and is not a person with disabilities receiving HCV assistance as of November 30, 2005, the student's eligibility must be examined along with the income eligibility of the student's parents. In these cases, both the student and the student's parents must be income eligible for the student to receive HCV assistance. If, however, a student in these circumstances is determined independent from the student's parents in accordance with GHA's policy, the income of the student's parents will not be considered in determining the student's eligibility. An Institution of Higher Education shall have the meaning as defined in the Higher Education Act of 1965 in 20 *U.S.C.* 1001 and 1002.

GHA will consider a student "independent" from the student's parents and the parents' income will not be considered when determining the student's eligibility if the following four criteria are all met: The individual is of legal contract age under state law. The individual has established a household separate from the individual's parents for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of independent student. To be considered an independent student according to the U.S. Department of Education, a student must meet one or more of the following criteria:

A. Be at least twenty-four (24) years old by December 31 of the award year for which aid is sought;

B. Be an orphan or a ward of the court through the age of eighteen (18);

C. Be a veteran of the U.S. Armed Forces;

D. Have one or more legal dependents other than a spouse (for example, dependent children or an elderly dependent parent);

E. Be a graduate or professional student;

F. Be married;

G. The individual was not claimed as a dependent by individual's parents pursuant to IRS regulations, as demonstrated on the parents' most recent tax forms;

H. The individual provides a certification of the amount of financial assistance that will be provided by individual's parents. This certification must be signed by the individual providing the support and must be submitted even if no assistance is provided;

I. The individual is classified as a Vulnerable Youth, meeting HUD's definition of Vulnerable Youth; or

J. The individual is a student for whom a financial aid administrator makes a document determination of independence by reason of other unusual circumstances.

Section 3.15 Screening for Drug Abuse and Other Criminal Activity

A. GHA will obtain criminal conviction records from law enforcement agencies to screen applicants for Program admissions. GHA will request applicant families to submit a consent form signed by each adult household member for the release of criminal conviction records. GHA must impose permanent bans, on the following two (2) classes of applicants:

1. applicants who have been convicted of manufacturing methamphetamine on federally assisted property; and

2. applicants who are required to register as sex offenders for life in any state. GHA is required to perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program in the state where the housing is located as well as any other state where the household member resided. GHA will use the Dru Sjodin National Sex Offender database and any other state sex offender database to screen applicants. GHA will also ask whether the applicant or any member of the applicant's household is subject to a lifetime registration requirement in any state.

If GHA proposes to deny assistance based on a criminal record or on lifetime sex offender registration information, GHA will notify the household of the proposed action and will provide the subject of the record, a copy of the record and an opportunity to dispute the accuracy and relevance of the information.

B. GHA will also determine whether an applicant has ever been evicted from federally assisted housing for drug-related criminal activity. If such an eviction took place in the past three (3) years, the applicant must be denied unless the applicant can show either:

1. The applicant has successfully completed drug rehabilitation; or

2. The circumstances that led to the prior eviction no longer exist (e.g., the death or incarceration of the person who committed the drug-related criminal activity).

If, however, the eviction took place more than three (3) years prior to the application, GHA has the discretion to admit the applicant.

C. Applicants who currently use illegal drugs or abuse alcohol are also prohibited. GHA must deny admission where GHA has reasonable cause to believe that a household member's (1) illegal use of a controlled substance, (2) abuse of alcohol, or (3) pattern of illegal use of controlled substance or alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

D. See GHA's "One Strike and You're Out" Policy for a complete list of all prohibited activity resulting in a denial of assistance or termination of household and GHA's policy and procedures governing denials/terminations on the basis of drug-related and other criminal activity.

Article IV. Income Eligibility

Section 4.01 Income Criteria

HUD establishes income limits and publishes them annually. The limits are based upon estimates of median family income with adjustments for family size. The income limits are used to determine eligibility for the Programs and for income targeting purposes.

Income Definitions:

A. Extremely Low-Income Family: A family whose annual income does not exceed the higher of:

   1. The poverty guidelines established by the U.S. Department of Health and Human Services applicable to the family of the size involved (except in the case of families living in Puerto Rico or any other territory or possession of the United States); or

   2. Thirty percent (30%) of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than thirty percent (30%) of the area median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

B. Very Low-Income Family: A family with an anticipated annual income that does not exceed fifty percent (50%) of median income.

C. Low Income Family: A family with an anticipated annual income does not exceed eighty percent (80%) of median income.

Section 4.02 Income Limit

HCV Program. At least seventy-five percent (75%) of the families who are admitted to the HCV Program during GHA's fiscal year must be extremely low-income. Income limits are determined by HUD.

Section 4.03 Income Targeting

The annual gross income of the applicant family is used for income-targeting purposes. GHA will regularly monitor the income levels of its waiting list applicants and new admissions in order to be sure that it will meet its income-targeting requirement by the end of its fiscal year. Certain families, including those that are "continuously assisted" and families admitted that were displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing as defined by HUD, are not subject to income targeting requirements and shall not be included in the calculation of meeting the income targeting percentage. GHA may skip non-extremely low-income families on the waiting list to ensure the income targeting requirements are met.

Section 4.04 Calculating Income

HUD regulations specify the sources of income to include and exclude to calculate a family's annual income. Annual income is determined by calculating a family's anticipated total gross income minus allowable exclusions pursuant to 24 *C.F.R.* 5.609(b).

A. Annual Income: For the purpose of determining eligibility, annual income means all amounts, monetary or not:

1. Which go to or on behalf of the family head or spouse or any other family member;

2. That are anticipated to be received from a source outside the family during the twelve (12) month period following admission or the annual reexamination effective date; and

3. Which are not specifically excluded by federal regulations.

Annual income also includes amounts derived from assets to which any family member has access. In addition to this general definition, HUD regulations establish policies for treating specific types of income and assets. GHA will comply with HUD regulations and policies in calculating income from various sources.

B. Alimony and Child Support: Alimony and child support payments are counted as income. If the amount of child support or alimony received is less than the amount awarded by the court, GHA must use the amount awarded by the court unless the family can verify that they are not receiving the full amount or have not received it for sixty (60) consecutive days. GHA will accept as verification that the family is receiving an amount less than the award if:

1. GHA receives verification from the agency responsible for the enforcement of collection; or

2. The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency or has filed an enforcement or collection action through an attorney.

Direct pay child support arrangements must be verified and accompanied with proof of the current address of the payer. GHA may require a court enforced order if GHA is not able to verify the direct pay arrangement.

C. Verifying income: GHA shall utilize the following verification hierarchy and techniques to verify income in accordance with HUD Notice PIH 2017-12 and any subsequent guidance issued by HUD:

Level	Verification Technique	Ranking
6	Upfront Income Verification (UIV) using HUD's Enterprise	**Highest** (Mandatory)

	Income Verification (EIV) system (not available for income verifications of applicants)	
5	Upfront Income Verification (UIV) using non-HUD system	**Highest** (Optional)
4	Written Third Party Verification	**High** (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV-reported employment and income information and is unable to provide acceptable documentation to support dispute)
3	Written Third Party Verification Form	**Medium-Low** (Mandatory if written third party verification documents are not available or rejected by GHA; and when the applicant or tenant is unable to provide acceptable documentation)
2	Oral Third Party Verification	**Low** (Mandatory if written third party verification is not available)
1	Tenant Declaration	**Low** (Use as a last resort when unable to obtain any type of third party verification)

HUD is aware that in some situations, third party verification is not available for a variety of reasons. Oftentimes, GHA may have made numerous attempts to obtain the required verifications with no success, or it may not be cost effective to obtain third party verification of income, assets, or expenses, when the impact on total tenant payment is minimal. In these cases, GHA is required to document in the family file the reason(s) why third party verification was not available.

D. Zero Income: For those cases where the family reports zero income, GHA will require the family to periodically (usually every three (3) months) report the current income and provide an explanation as to how the family is paying for household needs by completing a Zero Income Checklist. The family must submit all proof of income and expenses as required by the Zero Income Checklist.

E. De Minimis Errors: GHA will not be considered out of compliance with income calculation requirements solely due to de minimis errors in calculating family income but is still obligated to correct errors once GHA becomes aware of the errors. A de minimis error is an error where GHA's determination of family income deviates from the correct income determination by no more than $30 per month in monthly adjusted income ($360 in annual

adjusted income) per family. GHA must take any corrective action necessary to credit or repay a family if the family has been overcharged for their rent or family share as a result of an error (including a de minimis error) in the income determination. Families will not be required to repay GHA in instances where GHA has miscalculated income resulting in a family being undercharged for rent or family share.

Section 4.05 Deductions

A. Dependent Deduction. A deduction of $480 is taken for each dependent. Dependent is defined as any family member other than the head, spouse, or co-head who is under the age of eighteen (18) or who is eighteen (18) or older and is a person with disabilities or an FTS. Foster children, foster adults, and live-in aides are never considered dependents.

B. Elderly or Disabled Family Deduction. A single deduction of $400 is taken for any elderly or disabled family.

C. Medical Expense Deduction. Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent (3%) of annual income. The medical expense deduction is permitted only for families in which the head, spouse, or co-head is at least sixty-two (62) or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted. HUD regulations define medical expenses at 24 *C.F.R.* §5.603(b) to mean "medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance." The most current IRS Publication 502, *Medical and Dental Expenses*, will be used to determine the costs that qualify as medical expenses.

D. Disability Expense Deduction. Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they:

1. Are necessary to enable a family member eighteen (18) years or older to work;

2. Are not paid to a family member or reimbursed by an outside source;

3. In combination with any medical expenses, exceed three percent (3%) of annual income; and

4. Do not exceed the earned income received by the family member who is enabled to work.

The disability expense deduction is capped by the amount of "earned income received by family members who are eighteen (18) years of age or older and who are able to work" because of the expense (24 *C.F.R.* §5.611(a)(3)(ii)). The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied**.**

E. Child Care Expense Deduction. HUD defines childcare expenses at 24 *C.F.R.* §5.603(b) as follows:

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

If the childcare expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member's efforts to obtain employment at each reexamination. The deduction may be reduced or denied if the family member's job search efforts are not commensurate with the childcare expense being allowed by GHA. If the childcare expense being claimed is to enable a family member to further the family member's education, the family member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be an FTS, but the time spent on educational activities must be commensurate with the childcare claimed. If the childcare expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment during the time that childcare is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated. The type of care to be provided is determined by the assisted family. GHA may not refuse to give a family the childcare expense deduction because there is an adult family member in the household that may be available to provide childcare.

Article V. Denial of Assistance

If an applicant family does not meet the eligibility criteria as discussed in this Plan, the family must be denied assistance. Additional grounds for mandatory and discretionary denial of assistance by GHA are discussed below. Denial of assistance to an applicant may include any or all of the following: denying listing on the waiting list, denying or withdrawing a voucher, refusing to enter into a HAP contract or approve a lease, and refusing to process or provide assistance under portability procedures. GHA will not make any denial based on a family's membership in a protected class. In determining grounds for denial of assistance, GHA will utilize a Preponderance of the Evidence Standard. "Preponderance of the Evidence" is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it, and that is evidence which as a whole shows that the facts sought to be proved is more probable than not. GHA is authorized to consider all relevant circumstances in deciding whether to deny assistance based on a family's past history, except in situations for which denial of assistance is mandatory. GHA will consider the following facts and circumstances prior to making its decision: the seriousness of the case; the extent of participation or culpability of individual members; mitigating circumstances related to the disability of a family member; and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

Section 5.01 Mandatory Denial of Assistance

GHA must deny assistance under the Programs if:

A. Any household member has been evicted from federally assisted housing for drug-related criminal activity in the last three (3) years. A family will be considered evicted if the family moves after a legal eviction order has been issued, whether or not physical enforcement was required. However, GHA may admit the family if it is determined that such household member has successfully completed a GHA approved, supervised drug rehabilitation program or the circumstances leading to the eviction no longer exist.

B. GHA determines that any household member is currently engaged in illegal use of a drug. GHA defines currently engaged to mean the use of illegal drugs during the previous six (6) months.

C. GHA determines that it has reasonable cause to believe that a household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. In determining reasonable cause, GHA will consider all credible evidence, including but not limited to, records of conviction, treatment providers, community-based organizations and eviction records.

D. Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing.

E. Any member of the household is subject to a lifetime state sex offender registration program requirement. Applicant families will have the opportunity to remove the individual from the household.

F. The SSN disclosure requirements are not met.

G. Any family member fails to sign and submit required consent forms for obtaining information.

H. No family member establishes citizenship or eligible immigration status.

I. Any family member fails to meet the eligibility requirement concerning individuals enrolled at an institution of higher education.

J. The family does not provide information that GHA or HUD determines necessary in the administration of a Program.

K. The family does not provide complete and true information to GHA.

Section 5.02 Authority to Deny Assistance

A. Criminal Activity. GHA may prohibit admission of a household to the Program if it is determined that any household member is currently engaged in, or has engaged in during the last three (3) years before the admission:

1. Drug-related criminal activity;

2. Violent criminal activity;

3. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or person residing in the immediate vicinity; or

4. Other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of GHA (including a GHA employee or a GHA contractor, subcontractor or agent).

See GHA's One Strike and You're Our Policy.

B. Other Non-Compliant Conduct. GHA may deny assistance to an applicant family if:

1. The family violates any family obligations under a Program.

2. Any family member has been evicted from federally assisted housing in the last five (5) years.

3. If a PHA, including GHA, has previously terminated assistance under a Program for any member of the family.

4. Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

5. The family owes rent or other amounts to GHA or to another PHA in connection with Section 8 or public housing assistance under the Act.

6. The family has not reimbursed GHA or any other PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease unless the family repays the full amount of the debt prior to being selected from the waiting list.

7. The family breaches an agreement with GHA to pay amounts owed to GHA, or amounts paid to an owner by GHA, unless the family repays the full amount of the debt prior to being selected from the waiting list.

8. Any family member has engaged in or threatened abusive or violent behavior toward GHA staff. Abusive or violent behavior includes verbal as well as physical abuse or violence. Threats include any oral or written threats or physical gestures that communicate the intent to abuse or commit violence.

9. The family has negatively ended participation, or any negative status (i.e., abandoned unit, fraud, serious lease violations, criminal activity, etc.) from previous participation, in any federal housing program.

Article VI. Removal from Waiting Lists

Section 6.01 Reasons for Removal

Applications found ineligible for assistance and/or withdrawn for any reason are removed from the active waiting list. These applicants will not be denied the opportunity to file a new application when the waiting list is open. A family cannot receive assistance in more than one assistance Program at the same time. Further, Applicant families may be removed from the waiting list for the following reasons:

A. Failure to timely respond to the Housing Eligibility Interview Letter.

B. Failure to attend two scheduled interview appointments.

C. Failure to respond to requests for information from GHA.

D. Applicant was clearly advised of a requirement to notify GHA of continued interest, but has failed to do so.

E. Failure to notify GHA, in writing, of any address changes resulting in non-responsiveness of the applicant.

F. Failure to attend the Tenant Briefing Program.

G. Failure to timely submit a Request for Approval of Tenancy to GHA.

H. Applicant is determined to be ineligible for assistance.

I. Applicant knowingly supplies false information for personal gain in violation of the application certification.

J. Applicant requests removal.

If an applicant does not respond to GHA's request for information or update because of a disability, the applicant will be reinstated to the waitlist in accordance with Section 2.03 of this Plan.

Section 6.02 Procedures for Removal

All applicants will be notified by written communication, the method of which is selected by the applicant in the application, of GHA's intention to remove the applicant from the waiting list. The notice will contain a brief statement of the reasons for the decision. The communication further explains the applicant family's right to an informal review to dispute the removal, which must be requested by the family, in writing, within thirty (30) calendar days of the date of the letter. For applicants on the HCV waiting list, those who decline one form of assistance for another do not lose their place on the waiting list. The Violence Against Women Reauthorization Act of 2013 (VAWA) and HUD Regulations prohibit GHA from denying an applicant admission to the

Programs on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, if the applicant otherwise qualifies for assistance or admission. See attached GHA's VAWA Policy.

Article VII. Issuance of Assistance

Section 7.01 Housing Eligibility Interview

When selected from the waiting lists, the family is interviewed by GHA to determine Program eligibility. Families must schedule a Housing Eligibility Interview within fourteen (14) calendar days of the date of the Housing Eligibility Interview Letter and participate in the Housing Eligibility Interview where all documentation requiring signatures are signed by the appropriate family members. The family will be notified in the Housing Eligibility Interview Letter and attached Housing Eligibility Document Checklist of the required documents to provide to GHA prior to the Housing Eligibility Interview (see also Section 3.05 of this Plan). Following the Housing Eligibility Interview, the family will have up to seven (7) calendar days to provide any additional, requested information to GHA. During the Housing Eligibility Interview, the family will be provided with an explanation of the Program including the family's responsibilities while receiving assistance. After the Housing Eligibility Interview, the family's income, assets, medical costs, childcare costs, disability, handicap or student status, qualification for preferences (if any), Social Security Numbers, eligible immigration status and any other facts impacting Program eligibility, will be verified in accordance with HUD's hierarchy of verification (see Section 4.04(C) of this Plan). The family will be informed of a final eligibility determination when all information is verified. GHA must obtain verification of eligibility no more than sixty (60) days before initial issuance of a voucher. Failure to participate in the Housing Eligibility Interview, or timely provide all requested documents or information, may result in interview cancellation, denial of assistance and/or removal from the waiting lists. Being invited to participate in a Housing Eligibility Interview does not constitute approval or admission to any Program.

Section 7.02 Tenant Briefing Program

If after appropriate verification, the family is determined income eligible (calculated in accordance with federal laws and regulations), as determined by HUD, and the family satisfies all eligibility requirements, the family will be invited to participate in a "Tenant Briefing Program" (TBP). During the TBP GHA will provide the family with an oral briefing to ensure the family understands how the applicable Program operates and the family's obligations under such Program.

At GHA's discretion, the oral briefing may occur either in-person or remotely via webcast, video call or other methods provided they meet the minimum requirements as described in applicable HUD guidance. GHA shall consider factors including but not limited to the health and safety of GHA staff, and members of the public and financial resources in making a determination on the method in which oral briefing is conducted. If the oral briefing is conducted remotely, briefing participants will have the ability to ask questions of GHA.

GHA will also supply the family with a briefing packet containing the items and information specified in 24 *C.F.R.* §982.301(b). In the event the oral briefing is conducted remotely, documents contained within the briefing packet will be accessible in advance on GHA's website and/or via electronic communication to the participant.

Upon successful participation in the TBP Class the family will be issued a voucher for participation in the Program. In the event the oral briefing is conducted remotely, the voucher may be sent to the participant via electronic communication ensuring the proper protection of personally identifiable information.

The voucher will include the unit size for which the family qualifies based on GHA's Subsidy Standards as well as the issue and expiration date of the voucher. The voucher is the document which authorizes the family to begin its search for a unit. Applicants who fail to attend a scheduled briefing will automatically be scheduled for another briefing. GHA will notify the family of the date and time of the second scheduled briefing. Applicants who fail to attend two scheduled briefings without GHA's approval will be denied assistance.

If a participant does not have proper technology access which would allow the individual to fully participate in a remote oral briefing, GHA will engage in a case-by-case analysis with the participant to resolve such barrier which may include exploration of community resources or voice only options should the participant provide appropriate consent acknowledging their rights as well as the risks and benefits of conducting remote briefing by voice only.

In conducting the oral briefing and providing the briefing packet GHA will make reasonable accommodations to ensure persons with disabilities have equal opportunity to participate in all GHA's privileges, benefits, and services. GHA's obligation shall include taking appropriate steps to ensure effective communication with applicants, participants and members of the public, and companions with disabilities through the use of appropriate auxiliary aids and services in such a manner that protects the privacy and independence of the individual with a disability. GHA may not require that individuals with disabilities provide their own auxiliary aids for services, except in an emergency involving an imminent threat to the safety or welfare of the individual or the public where there is no interpreter available or where the individual with a disability specifically requests that an accompanying adult interpret or facilitate communication and the accompanying adult agrees to provide such assistance. If no method of conducting a remote oral briefing is available that appropriately accommodates the individual's disability, GHA will not hold such against the individual and will consider either postponement or in-person briefing.

Section 7.03 Subsidy Standards

The subsidy standard is the criteria established by GHA for determining the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

A. Requirements: The subsidy standard must provide for the smallest number of bedrooms needed to house the family without overcrowding, must comply with NSPIRE space requirements, and must be applied consistently for all families of the same size and composition. GHA will apply the following subsidy standards:

Voucher Size	Household Size
0-bedroom:	1
1-bedroom:	1-2

2-bedroom	2-4
3-bedroom	4-6
4-bedroom	6-8
5-bedroom	8-10
6-bedroom	10-12

GHA will assign one bedroom or living/sleeping room for each two persons within the household, subject to the following circumstances in determining family unit size:

1. A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.

2. A single pregnant woman with no other family members must be treated as a two-person family.

3. Any live-in aide (as defined in Subsection C below) must be counted in determining the family unit size.

4. Unless a live-in aide resides with the family, the family unit size for any family consisting of a single person must be either a zero or one-bedroom unit, as determined under the above subsidy standards.

B. Exceptions: GHA will consider requests for an exception to the subsidy standards on a case-by-case basis. The family must request an exception to the subsidy standards in writing. The request should explain the reason for the request and how a larger/smaller unit would improve the current circumstances of the household. GHA may grant an exception from the established subsidy standards if it is determined that an exception is justified because of the age, sex, health, handicap, or relationship of household members or other personal circumstances. However, for a single person, other than a disabled or elderly person or remaining family member, the exception may not override the limitation that family unit size for any family consisting of a single person must be either a zero or one-bedroom unit.

C. Live in Aides: A live-in aide is defined as a person approved by GHA who resides in the unit to care for a "family member" who is disabled or at least fifty (50) years of age and who: (1) Is determined to be essential to the care and well-being of the person(s); (2) Is not obligated for support of the person(s); and (3) Who would not be living in the unit except to provide necessary support services. A request for a live-in aide shall be initially treated as a Reasonable Accommodation Request pursuant to Section 2.03 of this Plan. Approval of a Reasonable Accommodation for a live-in aide by the GHA Reasonable Accommodation Coordinator is not the approval of the person identified by the family to serve as the live-in aide. After approval of the Reasonable Accommodation Request, the person identified by the family to serve as the live-in aide shall be approved in advance in writing by the family's processor in accordance with the attached GHA Live-In Aide Policy. Thereafter, the family's processor shall verify compliance with GHA's Live-In Aide Policy during each reexamination so long as the approved live-in aide is needed. If

at any time the approved live-in aide is replaced, the person identified by the family to serve as the replacement live-in aide shall be approved in advance by the family's processor as provided above. If multiple live-in aides are needed, the GHA Reasonable Accommodation Coordinator shall approve of multiple live-in aides as a Reasonable Accommodation. Thereafter, the persons identified by the family to serve as multiple live-in aides shall each be approved in advance as provided above.

In the event of moves, termination or death of the participant, live-in aides will not be considered as a remaining member of the tenant family. Occasional, intermittent or rotating care givers typically do not meet the definition of a live-in aide. A live-in aide must reside with a family permanently for the family unit size to be adjusted in accordance with the subsidy standards.

Section 7.04 Housing Choice Voucher

A. Submission of Requests for Tenancy Approvals

The voucher is issued after the family has been certified eligible and briefed on Program requirements or when the participant family wishes to move to another unit with continued tenant-based assistance. The term of the Housing Choice Voucher will be suspended upon submission of a Request for Tenancy Approval (RFTA). Suspension shall mean stopping the clock on the term of a family's voucher after the family submits a request for approval of the tenancy. The RFTA form must be signed and dated by both the owner of the proposed unit and the head of household and have a copy of the owner's proposed lease agreement attached. The suspension will end on the date GHA approves or denies the RFTA and notifies the family in writing whether the request has been approved or denied. Suspension of terms will be documented by the Staff in the applicant's electronic file. If GHA determines that the request cannot be approved for any reason, GHA will instruct the owner and family what is necessary to approve the request or advise why the request cannot be approved. A family will initially be issued one RFTA form, but may request additional RFTA to allow concurrent submissions, if determined appropriate by the Supervisor. Families are responsible for communicating with the landlord to ensure that the RFTA has been properly and timely submitted to GHA for approval.

B. Requests for Extension

The initial term of a Housing Choice Vouchers is sixty (60) days. If a household fails to submit an RFTA within the sixty (60) day term, the household may request an extension. The voucher will be extended for an additional term of up to sixty (60) days upon written request by the voucher holder. Such request must be received by GHA prior to the initial expiration date. The length of the extended term will be at the discretion of the Intake Supervisor, or designee. In determining the length of the extension, the Intake Supervisor shall consider the totality of the circumstances including the cause of the delay and reasonable efforts to secure housing during the delay. It is recognized by GHA that many factors influence how quickly a voucher holder can lease an acceptable unit. Illness, the weather (winter snow or summer heat), lack of public or private transportation, employment commitments, demands of children, disability, and other factors may delay

the search for housing. GHA may require applicants to submit periodic progress reports regarding their status on leasing a unit. When the family's voucher expires (including any extensions), the family is no longer eligible to search for housing assistance under the Program and will be removed from the waiting list. Issuance of additional voucher extension(s) will be at the discretion of the Executive Director, or a designee, for voucher holders experiencing extraordinary circumstances preventing them from leasing a unit, and who have submitted a request in writing, substantiated with evidence of their failed leasing attempts.

GHA shall extend the voucher term up to a term reasonably required to make the Program accessible to a disabled family as a reasonable accommodation if the family meets HUD's definition of a disabled family as determined by the family's processor. Approval by GHA's Reasonable Accommodation Coordinator in accordance with Section 2.03 of this Plan is not required under such circumstances.

Section 7.05 Limitations on Non-Residents

Applicants considered Non-Residents of the Operating Jurisdiction at the time of registration must lease a unit within the Operating Jurisdiction during the initial year.

Section 7.06 Verification of Information

GHA will verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain written authorizations from the family in order to collect the information. Applicants and Program participants must cooperate with the verification process as a condition of receiving assistance. GHA will follow the verification hierarchy process under Section 4.04(C) of this Plan.

The table below lists factors to be verified along with the acceptable forms of documentation within each factor. The below forms of documentation acceptable to GHA are not exhaustive and GHA, in its sole discretion, may accept additional forms of documentation not identified below.

Verification Factor	**Form of Documentation**
Name	A form of government issued identification such as a birth certificate, driver's licenses, or identification card.
Age	Government issued documentation such as a birth certificate, driver's licenses, or identification card that includes a birth date.
Married	Certificate of marriage or license.
Divorced	Copy of certified divorce decree.
Separated	Copy of certified, court-order maintenance award (if legal) or a notarized statement declaring separation.

Full-Time Dependent Student	Current school records documenting a student's status as full-time at a degree or certificate granting institution. This requirement applies only to household members eighteen (18) years and older.
Child Custody	Court Order establishing residential custody or adequate court documents seeking residential child custody.
Employment Income	GHA will check the Enterprise Income Verification database (EIV) to verify sources of income and benefits. Most recent paycheck stubs (consecutive: six for weekly pay, three for biweekly or semi-monthly pay, two for monthly pay); employer-generated salary report or letter stating current annual income, W-2 forms if the applicant has had the same employer for at least two (2) years and increases can be accurately projected; earnings statements; and most recent federal income tax statements are required. Verification must specify beginning date of employment; amount of pay; frequency of pay; effective date of last pay increase; and probability and effective date of any increase during the next twelve (12) months.
Self-employment, Gratuities, Seasonal or Sporadic	Form 1099, 1040/1040A or Schedule C of 1040 showing amount earned and employment period; U.S. Internal Revenue Service (IRS) transcripts will be required. Additionally, signed self-certifications, IRS letter of non-filing or full income tax returns may be required.
Business Income	IRS Form 1040 with schedules C, E or F; financial statements; any loan application or credit report listing income derived from business during the preceding twelve (12) months.
Rental Income	Copies of recent bills, checks or leases to verify income; tax assessment information; insurance premiums; receipts for maintenance and utility expenses; bank statements.
Dividend and Interest Income	Copies of current bank statements, bank passbooks, certificates of deposit showing current rate of interest; copies of IRS form 1099 from the financial institution and verification of projected income for the next twelve (12) months; broker's quarterly statements showing value of stocks, bonds and earnings credited to the applicant; tax forms to indicate earned income tax credits.
Interest from Sale of Real Property	Amortization schedule with amount of interest earned in next twelve (12) months.
Social Security and Supplemental Security Income (SSI)	Annual award letter signed by authorizing agency.
Public Assistance Benefits	Original benefit letter signed by authorizing agency; copies of checks or records from agency stating payments, dates, pay period and benefit schedule.

Recurring Contributions or Gifts	Copies of checks received by the applicant or a self-certification that contains the following information: the person who provides the gifts; the value of the gifts; the regularity (dates) of the gifts; and the purpose of the gifts.
Family Assets	Passbooks, checking or savings account statements, certificates of deposit, stock or bond documents or other financial statements; documents related to retirement funds; opinions from attorneys, stockbrokers, bankers and real estate agents verifying penalties and reasonable costs incurred to convert assets to cash.
Real Property	Copies of real estate tax statements; copies of real estate closing documents, which indicate distribution of sales proceeds and settlement costs; mortgage statements, a copy of a deed, utility bills for rental property and any other documents to establish the current value of any property.
Trust	In the event that a participant is owner of a trust but does not receive income from that trust, proper documentation such as a "trust instrument" that explains that the participant does not, or cannot, receive income from the trust, must be submitted.
Disability Income/Workers Compensation	Benefit letter from authorizing agency indicating pay rate and period over which payments will be made; copies of checks or records from agency stating payments, dates, pay period and duration of benefit term.
Pension	Benefit letter from authorizing agency; copies of checks or records from agency stating payments, dates, pay period and duration of benefit term.
Alimony and/or Child Support	Copies of recent checks, recording the date, amount and check number of alimony or child support payment; a court ordered support schedule; recent letters from the court.
Education Scholarships	Award letters showing the scholarship's purpose, amount and dates of the awards.
Medical Expense	Acceptable forms of documentation of medical expenses include but are not limited to: copies of cancelled checks that verify payments on outstanding medical bills that will continue for the next twelve (12) months; income tax forms which itemize medical expenses that are expected to continue over the next twelve (12) months; copies of cancelled checks that verify payments to a live-in aide; receipts or ticket stubs which verify transportation expenses directly related to medical care; written verification by a doctor, hospital or clinic personnel of the anticipated medical costs to be incurred by the family and regular payments due on medical bills; written

	confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
Childcare Expenses	Verification of childcare expenses must include the childcare provider's name, address and telephone number, the names of the children cared for, the number of hours the childcare occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods. GHA will require as documentation copies of receipts or cancelled checks indicating childcare payments. If the childcare provider is an individual, that person must provide a notarized statement of the amount they are charging the family for their services.
Assistance to Persons with Disabilities	Written certification from a reliable professional that the disabled person requires the services of an attendant and/or the use of any auxiliary apparatus permitting such disabled person to be employed or function with sufficient independence thus enabling another family member to be employed; family's certification as to how much if any amount of reimbursement for any of the expenses of disability assistance they receive; and the following documentation: <u>Attendant Care</u>: • Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided; and • Certification of family and attendant and/or copies of cancelled checks family used to make payments. <u>Auxiliary Apparatus</u>: • Receipts for purchase or proof of monthly payments and maintenance expenses for auxiliary apparatus; and • In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.
Residency	At least two (2) of the following documents to prove residency: • Utility bill (electric, water, refuse, telephone, cable or gas) • Checking or savings account statement from a bank or credit union • High school or college report card or transcript containing an address • Lease or rental agreement • Property tax bill, statement or receipt • Letter or official correspondence from IRS or state tax office, or any federal or local government agency • Deed/Title • Mortgage

	• Insurance Policy • Voters Registration Card • Pay Stub • Pension or retirement statement • Court Order • New Jersey Drivers License or ID Card • Military Service Records • Federal/State Tax Return Mail addressed to P.O. boxes is not accepted as proof of residency.
Social Security Numbers	GHA must accept the following documentation as acceptable evidence of the social security number: • An original SSN card issued by the Social Security Administration (SSA); • An original SSA-issued document, which contains the name and SSN of the individual; or • An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual. GHA may only reject documentation of an SSN provided by an applicant or resident if the document is not an original document, if the original document has been altered, mutilated, is illegible, or if the document appears to be forged.
Displacement Status	This verification may be obtained from source of displacement project reported.
Veteran/Surviving Spouse	• Valid DD-214; • NGB-22; or • Any other government issued record evidencing the type of discharge from service is other than "dishonorable" For Surviving Spouses: • One of the above forms of documentation; • Marriage License; and • Death Certificate.

Article VIII. Occupancy Polices

Section 8.01 Family Obligations

Obligations of the family are described in the HCV regulations and on the voucher itself. These obligations include responsibilities the family is required to fulfill, as well as prohibited actions.

A family's action or inactions in performing the following obligations affect both Program eligibility and continued participation in the Program. All changes in income or family composition must be reported to GHA in writing within fourteen (14) calendar days after they occur.

A. The family must supply any information that GHA or HUD determines is necessary in the administration of the Program, including submission of required evidence of citizenship or eligible immigration status. "Information" includes any requested certification, release or other documentation.

B. The family must supply any information requested by GHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

C. The family must disclose and verify social security numbers and must sign and submit consent forms for obtaining information in accordance with HUD requirements.

D. The family must be responsible for specific NSPIRE breaches that are caused by the family's failure to pay for any utilities or appliances, or damage to the dwelling unit or premises beyond normal wear and tear caused by any member of the household or guest.

E. The family must allow GHA to inspect the unit at reasonable times after reasonable notice. Notice will be provided in writing to the assisted unit. GHA expects families to make themselves available for the inspection or make other arrangements as appropriate to allow for the scheduled inspection. Two or more missed or rescheduled inspection appointments may be grounds for termination.

F. The family must not commit any serious or repeated violations of the lease. Serious and repeated lease violations include, but may not be limited to, nonpayment of rent, disturbances of neighbors, destruction of property, living or housekeeping habits that cause damage to the unit or premises and criminal activity. GHA will determine if a serious or repeated lease violation has occurred based on available evidence including court-ordered eviction or owner's notice to evict, police reports and affidavits from owners, neighbors or other credible parties with direct knowledge.

G. The family must notify GHA and the owner before the family moves out of the unit or terminates the lease on notice to the owner. The family must comply with Lease requirements and provide written notice.

H. The family must promptly give GHA a copy of any owner eviction notice.

I. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.

J. The family must have the composition of the assisted family residing in the unit approved by GHA. The family must promptly inform GHA of the birth, adoption or court-awarded

custody of a child. The family must request GHA approval to add any other family member as an occupant of the unit. The request to add a family member must be submitted in writing by the family, and verified and approved by GHA prior to the person moving into the unit. GHA will determine eligibility of the new member in accordance with its standard policies.

K. The family must promptly notify GHA if any family member no longer resides in the unit. GHA will require proof of an alternative address for the removed individual.

L. Members of the household may engage in legal profitmaking activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family.

M. The family must not sublease or let the unit. GHA considers subleasing to include receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.

N. The family must not assign the lease or transfer the unit.

O. The family must supply any information or certification requested by GHA to verify that the family is living in the unit or that the family is absent from the unit.

P. The family must not own or have any interest in the unit.

Q. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the Programs.

R. The members of the household, or their guests, may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

S. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

T. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, state or local housing assistance program.

Section 8.02 Payment Standards and Small Area Fair Market Rents

A. In accordance with the Small Area Fair Market Rent (SAFMR) Final Rule (FR-5855-F-03), GHA is obligated to implement SAFMRs effective April 1, 2018. As such, in lieu of determining HCV payment standards using a metropolitan area wide FMR, payment standards will use Fair Market Rent calculated for zip codes within the metropolitan area

as determined and published by HUD. The revised payment standards, as determined by GHA, must be within ninety percent (90%) to one hundred, ten percent (110%) of the HUD published SAFMR for the zip code area. With respect to all families under HAP contract on April 1, 2018, GHA shall implement the decreased payment standard schedule after the family's second regular re-examination following the effective date of the decrease in the payment standard. For all new HAP contracts, including relocations with continued housing assistance and new lease ups, the payment standard schedule shall be effective April 1, 2018. For purposes of determining the SAFMR, GHA, in its sole discretion, may utilize either the zip code of the postal address of the assisted unit or the zip code for the taxing district where the assisted unit is located, whichever zip code affirmatively furthers fair housing in accordance with GHA's Equal Housing Opportunity and Affirmatively Furthering Fair Housing Policy attached hereto.

B. Exception to Payment Standard. GHA has established an exception payment standard of up to one hundred, twenty percent (120%) of the published SAFMR as a reasonable accommodation if the family meets HUD's definition of a disabled family as determined by the family's processor. Approval by GHA's Reasonable Accommodation Coordinator in accordance with Section 2.03 of this Plan is not required. Any unit approved under this exception payment standard must still meet the reasonable rent requirements in accordance with Section 8.04 of this Plan.

C. If GHA reduces the payment standard amount used to calculate the subsidy for a family, then such reduction in the payment standard amount shall be administered in accordance with 24 *C.F.R.* 982.505(c)(3)(i)-(iii), as amended. Nothing contained herein shall prohibit GHA from requesting and/or receiving a waiver from HUD from the requirements regarding decreases to the payment standard amount set forth under 24 *C.F.R.* 982.505(c)(3)(i)-(iii).

Section 8.03 Rent

A. Rent to Owner

Rent to owner is the total monthly rent payable to the owner under the lease for the unit. Rent to owner includes payment for any housing services, maintenance and utilities the owner is required to pay and provide for.

B. Total Tenant Payment

The greater of: (1) thirty percent (30%) of the family's monthly adjusted income; or (2) ten percent (10%) of the family's monthly income. At the time GHA approves tenancy for initial occupancy of a dwelling unit, if the gross rent for the unit is greater than the payment standard for the family, the family share should not exceed forty percent (40%) of the family's adjusted monthly income.

C. Minimum Rents

1. For the HCV Program, the minimum monthly rent for a family is $50.00 unless a financial hardship exemption is granted as provided below.

2. GHA shall grant an exemption from the payment of minimum rent if the family is unable to pay the minimum rent because of any one of the following financial hardships:

   (a) When the family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;

   (b) When the family would be evicted because it is unable to pay the minimum rent;

   (c) When the income of the family has decreased because of changed circumstances; including loss of employment;

   (d) When a death has occurred in the family; and

   (e) Other circumstances determined by HUD.

3. To request a financial hardship exemption, the family must submit to GHA a completed *Financial Hardship Exemption Request Form*, a copy of which is attached to this Plan as Attachment VII. See the *Financial Hardship Exemption Request Form* for further instructions. GHA shall suspend the minimum rent requirement beginning the month following the family's submission of the request for a financial hardship exemption until GHA determines whether there is a qualifying financial hardship and whether such hardship is temporary or long term.

4. GHA may, in its sole discretion, request additional information and/or documentation from the requesting family in order to render a determination regarding the request for a financial hardship exemption. The failure to provide such requested information and/or documentation within seven (7) calendar days of such request shall be grounds for GHA to deny the request for a financial hardship exemption.

5. Within seven (7) calendar days of receipt by GHA of the request for a financial hardship exemption and information/documentation required by Subsections C(4) above, GHA shall render a determination as to whether a qualifying financial hardship exists and whether it is temporary or long term.

6. If GHA determines that a qualifying financial hardship is temporary, GHA shall not impose the minimum rent during the 90-day period beginning the month following the date of the family's request for a financial hardship. At the end of the 90-day suspension period, GHA shall reinstate the minimum rent from the beginning of the suspension. GHA shall offer a reasonable repayment agreement, on terms and conditions

established by GHA in its sole discretion, for the amount of back rent owed by the family. The failure to comply with the terms and conditions of the repayment agreement shall be grounds for GHA to terminate assistance. A temporary qualifying financial hardship does not absolve the family from the requirement to pay the minimum rent but rather is only a temporary suspension of the payment thereof.

7. If GHA determines that a qualifying financial hardship is long term, GHA shall exempt the family from the minimum rent requirements so long as such hardship continues. Such exemption shall apply beginning the month following the date of the family's request for a financial hardship until the end of the qualifying financial hardship. It shall be the obligation of the family receiving a qualifying financial hardship exemption to notify GHA that financial hardship, or conditions giving rise to the financial hardship, have ceased. The failure to notify GHA of the cessation of the hardship shall be grounds for GHA to terminate assistance.

8. If GHA determines there is no qualifying financial hardship exemption, GHA shall reinstate the minimum rent, including back rent owed from the beginning of the suspension. The family shall pay the back rent on terms and conditions established by GHA in GHA's sole discretion.

9. The financial hardship exemption pursuant to this Section 8.03(C) only applies to payment of the minimum rent, and not to the other elements used to calculate the total tenant payment.

10. A family may request a hearing in accordance with Article XIII (Grievance Policy) to review GHA's determination denying or limiting the family's request for a financial hardship exemption.

D. Utility Allowances

GHA shall maintain utility allowance schedules by unit type and bedroom size in accordance with federal laws and regulations. If applicable, GHA will issue utility payments in accordance with the applicable utility allowance schedule for tenant supplied utilities directly to the tenant's utility suppliers for the purpose of assisting with utility payments. However, if approved by the Executive Director, or designee, in accordance with Section 1.03 of this Plan, GHA may issue a utility reimbursement check from GHA to the tenant for tenant supplied utilities as opposed to direct payments to the utility supplier.

Section 8.04 Reasonableness of Rent

A. Objectives

GHA must make a rent reasonableness determination at initial occupancy and whenever the owner requests a rent adjustment. The purpose of the rent reasonableness limitation is to ensure that a federally subsidized rent does not exceed the fair rental value of a

comparable unit on the private unassisted market. "Reasonable rent" is defined as a rent to owner that is not more than rent charged 1) for comparable units in the private unassisted market; and 2) for comparable unassisted units in the premises except for Low-Income Housing Tax Credit (LIHTC) or HOME Investment Partnerships Program (HOME) financed projects. By accepting each monthly payment from GHA, the owner certifies that the rent to owner is not more than the rent charged by the owner for comparable unassisted units.

B. Determination of Reasonableness

To determine reasonableness of rent, GHA obtains data of comparable unassisted units within the Operating Jurisdiction. The market data is obtained from various sources considering contract rent, tenant supplied utilities, age of unit, amenities, location, housing services, maintenance or utilities provided by the owner. Prior to approving the initial contract, and at the time of any increases in contract rent, GHA will compare the gross rents of the comparable units to that of the target unit. If the gross rent of the target unit exceeds that of the comparable units, the Intake Supervisor or the Section 8 Supervisor, as appropriate, will review the file and determine whether or not to approve the rent.

C. Changes in Rent

After the initial term of the lease, the owner may increase the rent. The owner must notify GHA in writing of the increase at least sixty (60) days before the lease is to be effective. Changes in the rent are subject to rent reasonableness requirements.

Section 8.05 Family Absence from Dwelling

For purposes of this Section, "absence" means that no member of the family is residing in the unit.

A. Limitations on Absence

The family may be absent from the unit for brief periods. A family must notify GHA in writing of any absences longer than thirty (30) calendar days. Such notification should include the purpose of the absence. In no case can any absence exceed ninety (90) consecutive calendar days. Housing assistance payments terminate if the family is absent for longer than the maximum period permitted. The term of the HAP contract and assisted lease will also terminate.

B. Temporary Absences

Generally, an individual who is or is expected to be absent from the unit for ninety (90) consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally, an individual who is or is expected to be absent from the unit for more than ninety (90) consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below. If the period of absence is expected to occur during the projected time frame for either annual re-

examination or NSPIRE inspection, the family must make alternative arrangements to meet their family obligations that are acceptable to GHA. If the assisted lease contains provisions regarding tenant absence from unit, the family must document that it has complied with these lease provisions. All housing assistance overpayments may be recouped from both the owner and the family for any unauthorized absences.

C. Absent Students

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to GHA indicating that the student has established a separate household, or the family declares that the student has established a separate household.

D. Absences Due to Placement in Foster Care

Children temporarily absent from the home as a result of placement in foster care are considered members of the family. If a child has been placed in foster care, GHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member. This also applies to minor children who are in detention facilities, such as juvenile halls.

E. Absent Head, Spouse, or Co-Head

An employed head, spouse, or co-head absent from the unit more than ninety (90) consecutive days due to employment will continue to be considered a family member.

F. Family Members Permanently Confined for Medical Reasons

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted. GHA will seek verification of permanent confinement.

G. Verification of Absences

GHA may verify family occupancy or absences, through letters to the family's subsidized unit, phone calls, home visits, or through questions to landlords or neighbors, as determined necessary.

H. Resumption of assistance after an absence

GHA must terminate the HAP contract for an assisted unit if the family is absent from the assisted unit for more than ninety (90) consecutive calendar days. If this occurs, the family must submit a written request to continue in the HCV Program within fourteen (14) days of the termination of the HAP contract. This request must be made in writing, and the family must subsequently provide all required information and documents by the specified

deadline in order for GHA to recertify continuing eligibility and issue a new voucher. If a request is not received, or if the family does not provide required documents by the established deadlines, the family will be notified that the family has been deemed to have voluntarily given up their HCV assistance. If the family's HAP contract was terminated after the ninety (90) day limit for a previously approved absence and the family cannot submit or complete a request for recertification within fourteen (14) days due to special circumstances beyond the family's control, which include, but are not limited to, hospitalization, convalescent care, or disability, the Executive Director may permit an additional period of time for the family to request readmission or resumption of assistance. Resumption of assistance will generally only be granted when a medical necessity, domestic violence or other compelling circumstance was the cause of the absence. In such cases, GHA will consider whether the family acted in a manner to attempt to fulfill their obligations under the Program.

Section 8.06 Families Who Wish to Move with Continued Assistance

A. Limitations on Moving

GHA will not permit any family to move during the initial year of the assisted occupancy. To be granted permission to move from GHA after the initial year of assisted occupancy, a family may move, provided that the family:

1. Provides sixty (60) calendar days written notice, prior to the first of the month, to GHA of the family's request to move once the current lease expires;

2. Provides sixty (60) calendar days written notice, prior to the first of the month, to the landlord of the Family's intention to relocate once the current lease expires, and provide a copy of such notice to GHA;

3. Completes and returns to GHA the Tenant Processing Center Move Briefing Certification;

4. Provides GHA with written correspondence from the landlord stating that:

   (a) The landlord received notice of the request to move; and

   (b) The family is in good standing, meaning the family rent is current and the unit is in good condition.

   At GHA's sole discretion, GHA may waive this requirement if the landlord is in breach of the HAP contract or upon the written approval of the Executive Director, or designee, due to extenuating circumstances in accordance with Section 1.03 of this Plan;

5. Is compliant with all family obligations as set forth in 24 *C.F.R.* §982.551; and

6. Has not moved more than one time in the past year.

GHA may deny permission to move if there is insufficient funding for continued assistance in accordance with Section 14.04 of this Plan or the family is not in compliance with the Program requirements and GHA has grounds for denying or terminating the family's assistance.

A family's failure to comply with the above enumerated requirements before vacating the assisted unit will result in the delay, denial, or termination of housing assistance to the household.

B. Requests to Move Prior to End of Lease

Should a family notify GHA that the family wishes to vacate a unit before the end of an assisted lease, the family may only move with continued assistance if:

1. The family provides GHA with a written, mutual release signed by the landlord and head of household prior to vacating the assisted unit releasing the family from the current lease as of the date that the family moves to another assisted unit; and

2. The family is compliant with all family obligations as set forth in 24 *C.F.R.* §982.551.

In the cases where the landlord will not release the family, the family may only move with continued assistance upon the written approval of the Executive Director, or designee, due extenuating circumstances in accordance with Section 1.03 of this Plan. A family's failure to comply with the above enumerated requirements before vacating the assisted unit will result in the delay, denial, or termination of housing assistance to the household.

C. VAWA Protections

Restrictions on moves with continued assistance do not apply if the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault or stalking and the move is needed to protect the health or safety of the family or family member.

Section 8.07 Portability

Portability is the process of renting a dwelling unit with Section 8 tenant-based voucher assistance outside the Operating Jurisdiction. Within the limitations of federal regulations and this Plan, (see Section 7.05 of this Plan) an eligible participant family or applicant family that has been issued a voucher has the right to use tenant-based voucher assistance to lease a unit that meets Program requirements anywhere in the United States provided that the unit is located within the jurisdiction of a PHA administering a tenant-based voucher program. Portability assistance will not be provided for a participant family if the family has moved out of the assisted unit in violation of the lease. See attached GHA VAWA Policy for exceptions for VAWA.

Section 8.08 Continued Assistance When the Assisted Family Breaks Up

Generally, when the assisted family breaks up the assistance will remain with the household members who remain in the contract unit. If the voucher holder passes away leaving only minor children in the assisted unit, GHA may consider a request to transfer the voucher into the name of the individual named as guardian of the minor children. The decision of which family members continue to receive assistance will be made on a case-by-case basis considering the following factors: If any family members are caring and providing for minor children; If any family members are/were caring for an ill, elderly, or disabled adult; If any family members were forced to leave the unit as result of actual or threatened physical violence. If a court determines disposition of property between family members, GHA must abide by the court's decision. If the family break up results from an occurrence of domestic violence, dating violence, sexual assault or stalking, GHA must ensure that the victim retains the assistance. Household members such as live-in aides, foster children and foster adults do not qualify as remaining members of a family.

Section 8.09 Guests in the Assisted Household

A guest is a person temporarily staying in the assisted household with the consent of a member of the household who has express or implied authority to so consent. A guest staying in the assisted household greater than fourteen (14) days in a twelve (12) month period without prior GHA approval will be considered to be living in the unit as an unauthorized household member and the household's assistance may be terminated.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the assisted household more than fifty percent (50%) of the time, are not subject to the time limitations on guests as described above. The family must provide GHA with a copy of the current Court Order or legal documentation memorializing the joint custody and/or visitation privileges.

A family may request an exception to this policy for valid reasons, for example, care of a relative recovering from a medical procedure. An exception will not be granted unless the family can identify and provide documentation of the residence to which the guest will return.

In determining whether there is a violation of the guest policy, GHA will consider, the absence of another permanent address, statements by landlords or neighbors, results of inspections, police reports, use of the tenant's address for any non-temporary purposes, and any other factors relevant under the circumstances.

Section 8.10 Repayment Agreements

Families are required to reimburse GHA if they were charged less rent than required by HUD's rent formula due to the tenant's underreporting or failure to report income. The family is required to reimburse GHA for the difference between the tenant rent that should have been paid and the tenant rent that was charged. GHA must determine retroactive rent amount as far back as GHA has documentation of family reported income. If the family refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, GHA may

terminate the family's assistance. All repayment agreements must be in writing, dated, signed by both the family and GHA, include the total retroactive rent amount owned, amount of lump sum payment made at the time of execution, if applicable, and the monthly repayment amount. The monthly amount due shall be determined on a case-by-case basis, taking into consideration the family's income, rent, and other individual circumstances. All repayment agreements must be approved by the Section 8 Supervisor. If the participant family receives a utility reimbursement check from GHA towards the allowance for tenant supplied utilities, GHA may, at its discretion, issue the check to itself on behalf of the tenant. This amount shall be credited towards the monthly amount the participant family owes GHA under the repayment agreement. The maximum number of repayment agreements that a participant may be permitted to enter into is two throughout the duration of participation. Outstanding debts due to GHA will be pursued.

Article IX. Reexaminations

Section 9.01 Annual Reexaminations

GHA will reexamine the income and composition of families annually in accordance with all applicable HUD regulations and guidance. The annual reexamination determines the continued eligibility of the family and establishes the payment to be made on behalf of the family. It is the family's obligation to provide GHA with all requested information required to complete the reexamination in a timely manner. The family's failure to do so may result in a delay of the reexamination and a waiver of the family's right to receive thirty (30) days' notice of an increase in the family's rental portion. Delays in reexamination processing are considered to be caused by the family if the family fails to provide information requested by GHA by the date specified, and this delay prevents GHA from completing the reexamination as scheduled. GHA cannot make housing assistance payments to owners if the HAP contract has expired and the subject tenant's annual reexamination is incomplete.

Section 9.02 Interim Reexaminations

As indicated in Family Obligations, a family is required to report all changes in income and family composition to GHA. All changes must be reported in writing within fourteen (14) calendar days. An interim reexamination will be performed for participant families when there is a change in family composition or the family's anticipated annual income is believed to have decreased or increased. The examination will occur within a reasonable time. The family has an obligation to supply all the documents requested to complete the interim. Failure to supply the requested documents will result in adverse action against the family as deemed appropriate or inability of GHA to complete the interim. If the tenant rent or family rent decreases, the effective date the housing assistance payment will be adjusted will be the first (1st) of the month succeeding the completed interim reexamination. If tenant rent or family rent to owner increases, the effective date will be the first (1st) of the month after the family has received thirty (30) calendar days' notice of such increase. GHA may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint. At the Executive Director's discretion, GHA reserves the right to not perform an interim recertification from the point of voucher issuance until after six (6) months of an assisted family's contract. An interim reexamination will not occur when the family reports a loss of welfare benefits due to fraud or a failure to participate in self-sufficiency or work activity. In the event a family experiences a temporary decrease in income, GHA will perform an interim reexamination based on the current circumstance, which may temporarily reduce the tenant's share. When the income of the family stabilizes, another interim reexamination will be performed to adjust the tenant's share accordingly. See GHA's Zero Income Families Policy.

Section 9.03 Obligation to Provide Information

Families are required to timely supply all requested information, as described in the reexamination notice, to GHA. If the assisted family head of household does not respond to the reexamination notification, GHA will send a second notice requiring the missing documents or information to be

supplied within seven (7) business days. If the assisted family does not respond to the second notice, GHA will send a termination notice to both the family and the owner.

Section 9.04 Notification of Reexamination

GHA will notify the family and the owner of the results of the annual reexamination in writing. The notice will include the amount and effective date of the new housing assistance payment, the amount and the effective date of the new family share of the rent, and the amount and the effective date of the new rent to owner.

Section 9.05 Discrepancies

If during a reexamination, GHA discovers information previously reported by the family was in error or that the family intentionally misrepresented information, corrections will be made, and the family may be subject to a repayment agreement and/or termination. See Section 4.04(E) regarding de minimis errors.

Section 9.06 Verification of Assets

For a family with net assets equal to or less than $5,000, GHA will accept, for the purposes of recertification of income, a family declaration that it has net assets equal to or less than $5,000, without taking additional steps to verify the accuracy of the declaration. The family declaration shall be maintained in the tenant file.

Article X. Inspections

Section 10.01 National Standards for the Physical Inspection of Real Estate

Effective October 1, 2023, GHA shall require that all assisted units be maintained in accordance with the National Standards for the Physical Inspection of Real Estate (NSPIRE) as provided in the Economic Growth Regulatory Relief and Consumer Protection Act: Implementation of National Standards for the Physical Inspection of Real Estate, as published by HUD. NSPIRE replaces the previous inspection standards known as Housing Quality Standards (HQS) found at 24 *C.F.R.* 982.401.

Section 10.02 Owner and Family Responsibilities

A. Family Responsibilities

The family is responsible for correcting the following NSPIRE deficiencies:

1. Tenant-paid utilities not in service.

2. Failure to provide or maintain family-supplied appliances.

3. Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. "Normal wear and tear" are defined as items which could not be charged against the tenant's security deposit under state law or court practice.

B. Owner Responsibilities

The owner is responsible for all NSPIRE violations not listed as a family responsibility above. However, if the family's actions constitute a serious or repeated lease violation the owner may take legal action to evict the family.

Section 10.03 Regular Inspections

Biennial inspections, and inspections prior to commencing HAP contracts for units with landlords, are performed in accordance with NSPIRE. GHA reserves the right to perform annual inspections for particular units or families and shall document the file with the reason supporting the annual inspection. Both the family and the owner will be provided with reasonable notice of all inspections. Except in the case of life-threatening emergencies, reasonable notice is considered to not be less than forty-eight (48) hours. When a family occupies the unit at the time of inspection, an adult family member must be present for the inspection. Two or more missed or rescheduled inspection appointments may be grounds for termination. GHA will notify the owner and the family of the NSPIRE determination. Failed items must be verified as corrected within the appropriate time frame and before the beginning of the initial lease term and prior to the HAP contract execution.

Section 10.04 Special Inspections

Special inspections also may be performed at the request of the owner, family, or as determined necessary by GHA. During a special inspection, the inspector will generally only inspect those deficiencies which are reported. However, the inspector will record any additional NSPIRE deficiencies or violations of family obligations. In the event that an active vermin or rodent infestation is reported to GHA, GHA will accept documentation from a verifiable third party that the infestation exists.

Section 10.05 Quality Control Inspections

HUD requires that a sample of units be re-inspected by a supervisor or other qualified individual to ensure that NSPIRE is being enforced correctly and uniformly by all inspectors.

Section 10.06 Repairs

Owners shall be given a reasonable amount of time, thirty (30) days, to make repairs to units, in accordance with federal rules and regulations. For conditions that are not life-threatening, GHA may grant extensions of time to make repairs upon the request of the owner, if GHA determines the extension is appropriate. All life-threatening NSPIRE deficiencies must be corrected within twenty-four (24) hours of the inspection. If the violations are not corrected by the deadline date, GHA may suspend payment or terminate the HAP contract. These procedures place ultimate responsibility for the correction of any NSPIRE violation found during an inspection with the owner. However, the owner is not responsible for a breach of NSPIRE that is not caused by the owner, and for which the family is responsible. GHA may terminate assistance to a family because of NSPIRE breach caused by the family. GHA will verify that necessary repairs have been completed by the end of the corrective period, or any GHA approved extension. GHA will determine the verification process based on the severity of the corrections and/or its experience with the owner and knowledge of the property. GHA may require a re-inspection to verify that repairs were completed. Repairs may also be verified through the production of verifiable documents including invoices, photographs and receipts. If required, the family and owner will be given reasonable notice of the reinspection appointment. If the deficiencies have not been corrected by the time of the reinspection, GHA will send a notice of abatement to the owner, or in the case of family caused violations, a notice of termination to the family, in accordance with GHA policies. If GHA is unable to gain entry to the unit in order to conduct the scheduled reinspection, GHA will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance.

Section 10.07 Life Threatening Conditions

The following conditions are considered life threatening conditions:

A. Gas leak.

B. Exposed/arcing electrical.

C. Structural damage: collapsed walls, floors, ceiling.

D. Exposed broken glass.

E. Missing or inoperable smoke detector.

F. Lack of a functioning flush toilet in a one-bathroom unit.

G. Lack of security of the unit.

H. Plumbing leaks or flooding.

I. Lack of permanent functioning heating equipment if inspection occurs during the months of November - March.

J. Vermin infestation.

K. No water, gas or electric service.

When life threatening conditions are identified, GHA will immediately notify both the owner and family and specify who is responsible for correcting the violation.

Section 10.08 Abatement of Housing Assistance Payments

When a unit fails to meet NSPIRE and the owner has been given an opportunity to correct the deficiencies but has failed to do so within the required timeframe, the housing assistance payment will be abated (not paid). For tenant caused deficiencies, the owner will not be held accountable, and the housing assistance payment will not be abated. The owner will not be penalized for delays in inspections of the repairs as long as the owner has notified GHA that the repairs have been made. During any abatement period the family continues to be responsible for its share of rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as a cause for eviction.

Section 10.09 Inspection of GHA-Owned Unit

GHA must obtain the services of an independent entity to perform all NSPIRE inspections in cases where an HCV family is receiving assistance in a GHA-owned unit. A GHA-owned unit is defined as a unit that is owned by the PHA that administers the assistance under the consolidated Annual Contributions Contract (ACC) (including a unit owned by an entity substantially controlled by the PHA). The independent agency must communicate the results of each inspection to the family and GHA.

Section 10.10 Enforcing Family Compliance with NSPIRE

Families are responsible for correcting any NSPIRE violations listed in Section 10.01(A) of this Plan. If the family fails to correct a violation within the period allowed by GHA (and any extensions), GHA will terminate the family's assistance, according to the policies described in this Plan. If the owner carries out a repair for which the family is responsible under the lease, the owner may bill the family for the cost of the repair.

Section 10.11 Remote Video Inspections

In its discretion, as authorized by HUD PIH 2020-31, GHA may utilize Remote Video Inspections (RVI) to conduct an NSPIRE inspection. Regardless of the use of technology to facilitate the NSPIRE inspection, GHA remains responsible for the conduct of the inspection and any judgments made about whether a condition is in violation of NSPIRE. In its discretion, GHA may determine that the use of RVI is in the best interest of GHA, a unit owner, Program tenant or applicant. In exercising such discretion, GHA may consider the following factors, the health and safety of GHA staff, tenant/applicant, a declaration of a state of emergency, the likelihood of success and efficiency in utilizing RVI, and the complexity and nature of the suspected or reported NSPIRE violation or repair. GHA may terminate an RVI at any time for any reason and can elect to perform an in-person inspection. The performance of an RVI does not in any way waive GHA's right to conduct an in-person inspection.

In its discretion, GHA may approve the following individuals to serve as the inspection proxy, the unit owner or its designated management company or an adult household member. Prior to the RVI, GHA will obtain a certification from the designated proxy confirming that the proxy will follow the direction of the GHA inspector, perform all requested tasks to the best of their ability and report honest feedback, fairly and accurately represent the conditions of the unit and not conceal any deficiencies which the proxy knew or should have known about. GHA retains the right to terminate an RVI at any time for any reason and that an RVI does not waive the right of GHA to perform an in-person inspection.

In the event the RVI is being utilized for a property built before 1978 where a child under six (6) resides or will reside, GHA will require the proxy successfully complete the free online Lead Based Paint Visual Assessment Training Course.

To ensure adequate privacy safeguards for the protection of Personally Identifiable Information during an RVI, the GHA inspector will be in the GHA office or other secure remote location using GHA owned equipment using a designated streaming web-platform that provides appropriate safeguards.

Absent sufficient justification, failure of the proxy to complete the scheduled RVI will be deemed a missed inspection.

Section 10.12 HOTMA Provisions

GHA may, in its discretion, approve a voucher-assisted tenancy and begin making housing assistance payments to an owner of a unit that fails an initial NSPIRE inspection provided the deficiencies are not life-threatening (NLT) and provided that the owner corrects the NLT

deficiencies within thirty (30) days. If the unit has only NLT conditions, GHA will offer the family the choice to accept the unit or to decline the unit and continue the family's housing search. GHA must notify the family that if the owner fails to correct the NLT deficiencies within the GHA-specified timeframe, GHA will terminate the HAP contract, which in turn terminates the assisted lease and the family will have to move to another unit to continue receiving voucher assistance. If the family declines the unit, GHA will inform the family of how much search time the family has remaining consistent with GHA's policies. If the family accepts the unit with the NLT conditions, GHA must notify the owner, in writing, that GHA has approved the assisted tenancy and the owner has thirty (30) calendar days from the date of the notification to correct the NLT conditions, after which time GHA will withhold the housing assistance payment and follow its policy regarding owner non-compliance with NSPIRE.

GHA may, in its discretion, approve assisted tenancy of a unit prior to an NSPIRE inspection if the property has passed an alternative inspection within the past twenty-four (24) months. Under this provision, the housing assistance payment is not paid to the owner until GHA completes its initial NSPIRE inspection. GHA then makes assistance payments retroactively, dating back to the effective date of the HAP contract and assisted lease term, once the unit has been inspected and found to meet NSPIRE standards. GHA may rely upon inspections of housing assisted under the HOME Investment Partnerships (HOME) Program or housing financed using Low Income Housing Tax Credits (LIHTCs), or inspections performed by HUD, without prior HUD approval.

Article XI. Owner Participation

Section 11.01 Proof of Ownership

For purposes of this Section, "owner" includes a principal or other interested party. In addition to the owner's certification on the HAP contact, it is the policy of GHA to verify ownership of the assisted unit. A landlord who wishes to participate in the Program must provide proof of ownership of the property rented under the Program, e.g., tax bill or other appropriate legal documentation. A landlord currently participating in the Program must provide current proof of ownership, when requested. A landlord must provide a Tax ID number for the property under contract upon entering the Program and/or when requested. A landlord must also provide GHA a copy of the Landlord Registration Form in accordance with the Landlord Identity Law, *N.J.S.A.* 46:8-27 *et seq*. and *N.J.A.C.* 5:29-1.1.

Section 11.02 Owner's Responsibility to Screen

The owner is responsible for screening and selecting the family to occupy the owner's unit. GHA does not screen applicants for family behavior or suitability for tenancy and has no liability or responsibility to the owner for the family's behavior or suitability for tenancy.

Section 11.03 Providing Information to Owners

GHA must provide interested owners with the family's last known address, current landlord, and prior landlord, if known. GHA's policy on providing information to owners will be communicated to the families, in writing, at the time of admission or upon a family requesting to move to another unit.

Section 11.04 Disapproval of Owners

GHA must deny an assisted tenancy in accordance with 24 *C.F.R.* §982.306 and for the following reasons:

A. GHA is required to deny approval by state law;

B. When directed by HUD if the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending;

C. When directed by HUD if a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements;

D. For all new admissions and moves after June 17, 1998, if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless approving the unit would provide reasonable accommodation for a family member with disabilities; or

E. GHA has been notified that the owner is debarred, suspended, or subject to a limited denial of participation under 2 *C.F.R.* Part 2424.

Further, in the following circumstances, GHA may deny approval of an assisted tenancy for any of the following reasons:

A. The owner is not willing to make the necessary repairs for the unit to conform to NSPIRE or the owner will not permit GHA's staff to perform an NSPIRE inspection;

B. The owner has a history or practice of noncompliance with NSPIRE for units leased under tenant-based programs, or housing standards for units leased with project-based Section 8 assistance or under any other federal housing program, including a failure to make timely utility payments;

C. The owner has committed fraud, bribery, or any other corrupt or criminal act involving any federal housing program;

D. The owner has engaged in drug trafficking;

E. The owner has a history or practice of renting units that fail state or local housing codes;

F. The owner has not paid state or local real estate taxes, fines, or assessments;

G. The owner has a history or practice of failing to terminate tenancy of tenants for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that: Threatens the right to peaceful enjoyment of the premises by other residents; Threatens the health or safety of other residents, of employees of GHA, or of owner employees or other persons engaged in management of the housing; Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or Is drug-related criminal activity or violent criminal activity;

H. The owner has engaged in any drug related or violent criminal activity;

I. The owner has violated obligations under a HAP contract under Section 8 of the Act; or

J. The owner has a history or practice of harassing or threatening tenants or GHA's staff.

Section 11.05 HAP Contracts

The HAP contract represents a written agreement between GHA and the owner of the dwelling unit occupied by an HCV assisted family. The contract specifies the owner's responsibilities under the Program, as well as GHA's responsibilities. Under the HAP contract, GHA agrees to make housing assistance payments to the owner on behalf of a specific family approved by GHA to occupy a specific unit. GHA will distribute the housing assistance payments, in accordance with the HAP contract, to the owner. Housing assistance payments may only be paid to the owner during

the lease term, and while the family is residing in the unit. In the event that the checks are forwarded to the post office late, or electronic payments are initiated late, because HUD is late in transferring the funds or for any other reasons beyond the control of GHA, GHA shall not be held responsible for late fees.

Section 11.06 Changes in Ownership

The HAP contract cannot be assigned to a new owner without the prior written consent of GHA. An owner under a HAP contract must notify GHA in writing prior to a change in the legal ownership of the unit. The owner must supply all information as requested by GHA and be qualified to be an owner. Prior to approval of assignment to a new owner, the new owner must agree to be bound by and comply with the HAP contract. The agreement between the new owner and the former owner must be in writing and in a form that GHA finds acceptable.

Section 11.07 Reserved

Article XII. Termination of Assistance

Grounds for mandatory and discretionary termination of a family's assistance by GHA are discussed below. Termination of assistance to a participant may include any or all of the following: refusing to enter into a HAP contract or approving a lease, terminating housing assistance payments under an outstanding HAP contract, and refusing to process or provide assistance under portability procedures. GHA will not terminate based on a family's membership in a protected class. In determining grounds for termination of assistance, GHA will utilize a Preponderance of the Evidence Standard. "Preponderance of the Evidence" is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it, and that is evidence which as a whole shows that the facts sought to be proved is more probable than not. GHA will consider the following facts and circumstances prior to making its decision: the seriousness of the case; the extent of participation or culpability of individual members; mitigating circumstances related to the disability of a family member; and the effects of termination of assistance on other family members who were not involved in the action or failure. This Article XII does not limit or affect the exercise of GHA rights and remedies against the owner under the HAP contract, including termination, suspension or reduction of housing assistance payments, or termination of the HAP contract.

Section 12.01 Mandatory Termination of Assistance

GHA must terminate assistance under the Programs if:

A. GHA discovers that a member of an assisted household was subject to a lifetime sex offender registration requirement at admission and was erroneously admitted after June 25, 2001;

B. The SSN disclosure requirements are not met;

C. A family was evicted from housing assisted under the Program for serious violations of the lease;

D. Any family member fails to sign and submit required consent forms for obtaining information;

E. GHA determines that a family member has knowingly permitted an individual ineligible for assistance to reside in the assisted unit;

F. Any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in 24 *C.F.R.* §5.612;

G. The family no longer requires assistance such that the housing assistance payment is zero, the family's assistance will be terminated automatically one hundred, eighty (180) days after the last housing assistance payment;

H. The family requests that GHA terminate housing assistance payments on behalf of the family. The request to terminate must be made in writing and signed by the head of household, co-head and spouse, if applicable; or

I. Death of a sole family member.

Section 12.02 Discretionary Termination of Assistance

GHA may terminate assistance to a participant family if:

A. GHA determines that any household member is currently engaged in any illegal use of a drug or a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment or the premises by other residents;

B. GHA determines that any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing;

C. GHA determines that any household member has violated the family's obligation not to engage in any drug-related criminal activity;

D. GHA determines that any household member has violated the family's obligation not to engage in violent criminal activity;

E. GHA determines that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

F. The family violates any family obligations under a Program;

G. Any family member has been evicted from federally assisted housing in the last five (5) years;

H. If a PHA, including GHA, has previously terminated assistance under a Program for any member of the family;

I. Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;

J. The family owes rent or other amounts to GHA or to another PHA in connection with Section 8 or public housing assistance under the Act;

K. The family has not reimbursed GHA or any other PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;

L. The family breaches an agreement with GHA to pay amounts owed to GHA, or amounts paid to an owner by GHA;

M. Any family member has engaged in or threatened abusive or violent behavior toward GHA staff. Abusive or violent behavior includes verbal as well as physical abuse or violence. Threats include any oral or written threats or physical gestures that communicate the intent to abuse or commit violence;

N. Any family member violates GHA's "One Strike You're Out" Policy;

O. Absence from the unit as described under GHA's occupancy policies; or

P. If GHA determines, in accordance with HUD requirements, there is insufficient funds to support continued assistance for families in a Program.

Section 12.03 Alternatives to Termination of Assistance

As an alternative to termination of assistance, GHA may:

A. Impose sanctions on a case-by-case basis; and/or

B. As a condition of continued assistance, impose conditions upon the family that must be satisfied to avoid termination of assistance. Conditions may include but are not limited to:

1. Change in household composition including the removal of any household members who participated in or were responsible for the action or failure;

2. Repayment of family debts owed to GHA or to another PHA;

3. Continued monitoring including ongoing inspections or requirements to provide information and documents; and

4. Limiting the methods of communication the family may have with GHA.

Section 12.04 Procedures for Termination

GHA will provide written notice of the termination of assistance to the family and the owner when the family's assistance is to be terminated. The notice will include the date the termination will be effective, which will be at least thirty (30) calendar days following the date of notice of termination, except for death or the family vacating the unit. If a family whose assistance is being terminated is entitled to an informal hearing, the notice of termination will contain the necessary information about requesting a hearing.

Article XIII. Grievance Policy

The purpose of GHA's Grievance Policy is to ensure that a decision to deny or terminate housing assistance complies with the regulations of HUD and administrative polices of GHA. For further details, please consult GHA's Grievance Policy.

Article XIV. Insufficient Funding

Section 14.01 Termination of HAP Contracts

GHA may terminate HAP contracts if GHA determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families in a Program. If GHA determines there is insufficient funding in a Program, prior to terminating any applicable HAP contracts, GHA will determine if any other actions can be taken to reduce Program costs. If after implementing all reasonable cost savings measures there is insufficient funding to provide continued assistance for all current participants, then GHA will terminate HAP contracts in accordance herewith as a last resort. Prior to terminating any HAP contracts, GHA will inform the local HUD field office and Shortfall Prevention Team (SPT), as applicable. GHA will terminate the minimum number of HAP contracts needed in order to reduce housing assistance payments to a level within GHA's annual budget authority. If GHA must terminate HAP contracts due to insufficient funding, GHA will do so in accordance with the following: HAP contracts in place on behalf of Program participants who have been on the Program the longest by Program admission date will be the first HAP contracts terminated in the event of insufficient funding, excluding near-elderly, elderly, and disabled families. In the event that GHA must terminate HAP contracts for near-elderly, elderly, and disabled families due to insufficient funding after terminating all other HAP contracts, GHA shall terminate such HAP contracts in the following order: near-elderly, elderly, and disabled.

Section 14.02 Reinstatement of Terminated HAP Contracts

Upon funding availability and GHA is no longer at risk of shortfall, GHA shall offer to reinstate the HAP contracts of the participants terminated from a Program pursuant to the above Section in accordance with the following: terminated HAP contracts on behalf of Program participants who have been on the Program the shortest by Program admission date will be the first HAP contracts reinstated. In the event that GHA terminated HAP contracts for near-elderly, elderly, and disabled families, such HAP contracts shall be reinstated before all other HAP contracts in the following order: disabled, elderly, and near-elderly. After all participants whose HAP contracts were terminated pursuant to the Section above have been offered reinstatement, GHA shall then absorb all HAP contracts currently administered by GHA. After absorbing currently administered HAP contracts, GHA may then issue vouchers to new admissions. GHA shall maintain a waitlist of Program participants whose vouchers were terminated for reinstatement in accordance herewith.

Section 14.03 Shortfall Funding

GHA shall take reasonable cost savings measures as determined by HUD to be eligible for shortfall funding. Upon receiving notification that HUD's Shortfall Prevention Team (SPT) has identified a projected shortfall in GHA's HCV Program, GHA shall comply with all required actions outlined in all SPT notifications. Required actions include:

A. Immediately suspend the issuance of vouchers subject to the following exceptions as applicable:

1. Subject to Section 14.04, vouchers issued to current tenant-based HCV participants to allow such participants to move.

2. Instances in which GHA is leasing under the HUD-VASH Program up to the baseline level of units under all HUD-VASH allocations (not just recent allocations), including turnover of HUD-VASH vouchers. This exception is not applicable to the Mainstream Voucher HAP Set-aside.

3. Vouchers issued to applicants under Tenant Protection Vouchers (TPVs) or Special-Purpose Vouchers (SPV) increments awarded in calendar years identified by HUD Notice. This exception is not applicable to the Mainstream Voucher HAP Set-aside.

4. Stability vouchers awarded in calendar years identified by HUD Notice that have not yet leased for the first time. This exception is not applicable to the Mainstream Voucher HAP Set-aside.

5. GHA may allow applicants to move into PBV units in order for GHA to meet its contractual PBV obligations. This covers both units being placed under HAP contract for the first time (e.g., in accordance with an Agreement to Enter into a HAP Contract (AHAP) or a notice of selection under 24 *C.F.R.* 983.51(f) for newly constructed or rehabilitated housing) and PBV units currently under HAP contract that are vacant. This includes PBV projects under Rental Assistance Demonstration (RAD), including HUD approved contractual obligations associated with Faircloth to RAD (Restore-Rebuild) projects.

6. Vouchers issued pursuant to the settlement of litigation ("Litigation Vouchers") against GHA. GHA must request approval to continue leasing Litigation Vouchers and submit supporting documentation. HUD will review and decide on a case-by-case basis using the supporting documentation received as the basis for the decision.

7. Vouchers awarded to GHA under the Community Choice Demonstration.

8. Additional exceptions as approved by HUD on a case-by-case basis.

B. Immediately cease to absorb vouchers under the portability provisions unless otherwise instructed by the SPT.

C. Implement all other cost savings measures identified by the SPT in an Action Plan within the SPT's specified timeframes.

D. Apply for shortfall funding in accordance with the timeframe specified by the SPT.

GHA may not issue vouchers or execute HAP contracts for families that do not meet any of the exceptions identified above, until advised by the SPT. This includes a prohibition against executing a new AHAP commitment or notice of selection, unless the transaction was started prior to shortfall confirmation.

HUD reserves the right to further suspend leasing if necessary. HUD also reserves the right to require GHA to rescind recently issued vouchers to be eligible for shortfall funding should HUD determine that such action is necessary or warranted. GHA should not rescind previously issued vouchers unless required to do so by HUD.

GHA must fully comply with the shortfall policies in any HUD Notice or superseding Notice, and the Action Plan. HUD may reject GHA's shortfall funding application or may reduce or rescind a shortfall funding award if GHA fails to comply with any of the requirements set forth herein. Furthermore, HUD may apply administrative fee sanctions to GHA if GHA does not comply with these requirements. HUD may require GHA to fully cover the HAP costs for unallowable new admissions occurring after the SPT confirmed the shortfall and the Action Plan was in effect.

GHA will continue to work with the SPT throughout the year in which there is an SPT confirmed shortfall to monitor GHA's financial position and to implement cost savings measures outlined in the Action Plan, to decrease the possibility of an increased shortfall.

After receiving HAP Set-aside funds, GHA shall maintain contact with the SPT to ensure all shortfall needs are met. Under circumstances in which GHA does not initially qualify for shortfall funding due to an expected decrease in leasing by attrition, GHA shall maintain contact with the local Field Office and the SPT if the attrition fails to resolve the shortfall.

Section 14.04 Denying Moves Due To Shortfall Funding

A. GHA may only deny a request to move due to insufficient funding if all of the following apply:

    1. The move is to a higher cost unit (as defined in Subsection A(1) below) for moves within the Operating Jurisdiction or to a higher cost area (as defined in Subsection A(2) below) for portability moves.

        (a) *Higher cost area* is defined as a unit which requires a higher subsidy amount due to an increase in the gross rent for the new unit. GHA may not deny requests to move due to insufficient funding if the subsidy for the new unit is equal to or less than the current subsidy being paid for the family.

        (b) *Higher cost area* is defined as an area where GHA would have to pay a higher subsidy amount due to higher payment standards or more generous subsidy standards of the receiving PHA (e.g., the receiving PHA issues a 3-bedroom voucher to a family that received a 2-bedroom voucher from GHA). GHA may not deny requests to move due to insufficient funding if the area the family has selected is not a higher cost area.

    2. For portability moves only, the receiving PHA is not absorbing the voucher. GHA may not deny a family request to move under portability if the receiving PHA has confirmed that the receiving PHA will absorb the family into the receiving PHA's program.

3. GHA would be unable to avoid termination of current participants during the calendar year in order to remain within its budgetary allocation (including any available HAP reserves) for housing assistance payments.

GHA shall not deny a move for families moving within the Operating Jurisdiction (even if the new unit is a higher cost unit) if the family must move from their current unit (e.g., the unit failed NSPIRE, the owner failed to renew the lease, etc.). If the family is moving under portability, GHA may deny the move under these circumstances if the family is moving to a higher cost area under portability and the receiving PHA is not absorbing the family into the receiving PHA's program.

B. Determining Whether There Is Sufficient Funding; HUD Notification

In projecting whether there is sufficient funding available for the remainder of the calendar year, GHA may make reasonable estimates to factor in conditions such as pending rent increases that would affect the subsidy and the attrition rate for families leaving the program. GHA may not include projected costs for vouchers issued to families from the waiting list but not yet leased as part of this analysis. Vouchers issued to those on the waiting list cannot be considered an expense for purposes of determining whether to deny a move due to insufficient funding until such time that HAP contracts are executed and GHA is legally obligated to make HAP payments. GHA may consider any reported changes in the family's income or composition that may result in a decreased subsidy amount.

GHA is required to provide written notification to the local PIH field office within ten (10) business days of the date on which GHA determines it is necessary to deny family moves due to insufficient funding. Only one notification per calendar year is required and must include the following:

1. A financial analysis that demonstrates insufficient funds are projected to meet the current calendar year projection of expenses.

2. A statement certifying that GHA has ceased issuing vouchers and will not admit families from GHA's waiting list while the limitation on moves is in place.

3. Section 14.04 of this Plan which provides for how GHA will address families who have been denied moves.

GHA does not need prior HUD approval to deny a family move for insufficient funding.

C. Notification of Denied Moves; Consideration of Move Requests

1. GHA shall notify families of any move denied due to insufficient funding, and inform families of GHA's policy regarding such denial (Section 14.04 of this Plan), via written notice to the family at the time the move is denied by GHA.

2. GHA shall consider a family's request to move for thirty (30) days from the date the request was filed if there is insufficient funding to immediately grant the request. If funds become available within thirty (30) days, which would allow the family to move, GHA shall notify the family in writing that funds are available, and that the request is granted.

D. Rescission of Approved Move Requests

If GHA approves a family's request to move and then subsequently experiences a funding shortfall, GHA may only rescind the voucher if the family would be allowed to remain in its current unit. If the family cannot remain in the unit (e.g., family has already vacated the unit or family has already notified the owner of their intent to vacate, and the owner has re-let the unit to another family) GHA shall not rescind the voucher. The family must be allowed to lease a new unit. This requirement applies to moves within GHA's jurisdiction and to portability moves.

Article XV. Project-Based Vouchers

Project-Based Vouchers shall be governed by the provisions contained within federal regulations, 24 *C.F.R.* Part 983. Upon the designation of Section 8 Housing Choice Vouchers as project-based, GHA may enter into project-based HAP contracts with landlords of existing dwelling units. This Plan shall also govern Project-Based Vouchers, except where noted below. Further, the following provisions of the HCV Program do not apply to the PBV Program: Provisions on issuance or use of a voucher; provisions on portability; provisions on shared housing, manufactured home space rental, and homeownership option.

For policies regarding GHA's PBV Rental Assistance Demonstration (RAD) for Delsea Manor, Summit Park, and Whitney Gardens, see Attachment VI, Section 8 Administrative Plan - Rental Assistance Demonstration Addendum.

Section 15.01 Site Selection

A developer seeking PBVs for a proposed project shall submit a written report to GHA detailing how the proposed project satisfies or supports the required determinations by GHA regarding site selection in accordance with Subsections A through C above, as applicable.

A. GHA shall not select a project or proposal for existing, newly constructed, or rehabilitated PBV housing on a site or enter into an Agreement or HAP contract for units on the site, unless GHA has determined that:

    1. Project-based assistance for housing at the selected site is consistent with and promotes the goal of deconcentrating poverty and expanding housing and economic opportunities. To make such determination, GHA shall consider the following:

        (a) Whether the census tract in which the proposed PBV development will be located is in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community;

        (b) Whether a PBV development will be located in a census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition;

        (c) Whether the census tract in which the proposed PBV development will be located is undergoing significant revitalization;

        (d) Whether state, local, or federal dollars have been invested in the area that has assisted in the achievement of the statutory requirement;

        (e) Whether new market rate units are being developed in the same census tract where the proposed PBV development will be located and the likelihood that such market rate units will positively impact the poverty rate in the area;

(f) If the poverty rate in the area where the proposed PBV development will be located is greater than 20 percent, GHA shall consider whether in the past five years there has been an overall decline in the poverty rate; and

(g) Whether there are meaningful opportunities for educational and economic advancement in the census tract where the proposed PBV development will be located.

2. The site is suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964 (42 *U.S.C.* 2000d-2000d(4)) and HUD's implementing regulations at 24 *C.F.R.* part 1; Title VIII of the Civil Rights Act of 1968 (42 *U.S.C.* 3601-3629) and HUD's implementing regulations at 24 *C.F.R.* parts 100 through 199; Executive Order 11063 (27 FR 11527; *3 C.F.R.*, 1959-1963 Comp., p. 652) and HUD's implementing regulations at 24 *C.F.R.* part 107. The site must also be suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of the Americans with Disabilities Act (42 *U.S.C.* 12131-12134) and implementing regulations (28 *C.F.R.* part 35), and Section 504 of the Rehabilitation Act of 1973 (29 *U.S.C.* 794) and HUD's implementing regulations at 24 *C.F.R.* part 8, including meeting the Section 504 site selection requirements described in 24 *C.F.R.* 8.4(b)(5).

3. The site and neighborhood is reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants. The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, that could affect the health or safety of the project occupants, such as dangerous walks or steps; contamination; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

B. In addition to the requirements set forth under Subsection A above, proposed newly constructed housing shall meet the site and neighborhood standards under 24 *C.F.R.* 983.55(d), as amended.

C. In addition to the requirements set forth under Subsection A above, proposed existing and rehabilitated housing shall meet the site and neighborhood standards under 24 *C.F.R.* 983.55(e), as amended.

Section 15.02 Tenant Selection

GHA shall maintain a separate waiting list for both tenant-based assistance and PBV assistance. For each project, GHA will maintain a separate waiting list for each bedroom size of project-based units available. All admissions into the PBV Program shall be in accordance with the income targeting requirements. GHA shall monitor the targeting requirements of the tenant-based and project-based Section 8 HCV Programs jointly in accordance with this Plan. GHA does not screen applicants for family behavior or suitability for tenancy.

A. Delsea Manor, Summit Park, and Whitney Gardens (PBV-RAD)

See Affordable Housing Corporation of Glassboro Tenant Selection Procedures dated May 2018.

Section 15.03 Information for Accepted Families

When a family accepts an offer for PBV assistance, GHA must give the family an oral briefing and an information packet. The oral briefing will include information on how the Program works, the family responsibilities and the owner responsibilities. The information packet must contain information on how the total tenant payment for the family is determined, the family obligations under the Program and applicable fair housing information.

See Section 7.02 of this Plan on the application of remote oral briefings which shall be fully applicable to the PBV Program.

Section 15.04 Unit Inspections and NSPIRE

GHA shall apply NSPIRE standards to all inspections performed at units under a project-based HAP contract. All units shall be inspected at least biennially and at the special request of the assisted tenant and/or landlord. GHA shall enforce the owner's obligation to maintain contract units in accordance with NSPIRE. GHA may not make any housing assistance payment to the owner for a contract unit covering any period during which the contract unit does not comply with NSPIRE.

See Section 10.10 of this Plan on the application of Remote Video Inspections which shall be fully applicable to the PBV Program.

Section 15.05 Vacant Units

GHA may approve vacancy payments to a landlord for project-based units under contract for a maximum of sixty (60) days. GHA will only make such payments, upon the written request of the owner. The written request must contain sufficient documentation which proves the vacancy is not the fault of the owner, and that the owner has taken every reasonable step to minimize the extent and likelihood of vacancies.

Section 15.06 Family Choice to Move with Continued Assistance (Choice Mobility)

The HAP contract will provide that a family may move out of the project-based unit after twelve (12) months. GHA will offer the family available tenant-based rental assistance under the HCV Program if, after the first twelve (12) months, the family moves in good standing. However, GHA may not issue tenant-based vouchers targeted for special purposes unless the family meets the criteria for such vouchers. If the family terminates the assisted lease before the end of one year, the family forfeits the opportunity for continued tenant-based assistance.

Section 15.07 HAP Contract Terms & Rents

GHA will enter into HAP contracts with landlords for a term of up to twenty (20) years, subject to the availability of appropriations and future availability of funding in accordance with the consolidated ACC. GHA will only approve gross rents that do not exceed one hundred, ten percent (110%) of the Fair Market Rent as most recently determined by HUD and are reasonable in comparison with rents charged for comparable units in the private unassisted market.

Section 15.08 HAP Contract Rent Increases

An owner may receive an increase in rent to owner during the term of a HAP contract. Any such increase shall go into effect at the annual anniversary of the HAP contract. A rent increase may occur through automatic adjustment by an operating cost adjustment factor (OCAF) or as the result of an owner request for such an increase. Owner rent increase requests shall be determined by GHA pursuant to 24 *C.F.R.* 983.301(b) or (c), as applicable. Owners who wish to receive an increase in rent to owner shall request such an increase by submitting to GHA a completed *Request for Rent Increase Form*, a copy of which is attached to this Plan as Attachment V, no later than sixty (60) days prior to the annual anniversary of the HAP contract. See the *Request for Rent Increase Form* for further instructions. GHA may not approve and the owner may not receive any increase in rent to owner until and unless the owner has complied with all requirements of the HAP contract. Whenever an increase in rent to owner is approved by GHA, GHA shall provide written notice to the owner specifying the amount of the rent increase. GHA's notice of rent increase constitutes an amendment of the rent to owner specified in the HAP contract.

Section 15.09 Family Occupancy of Wrong-Size or Accessible Unit

GHA's subsidy standards determine the appropriate unit size based upon the family size and composition. If GHA determines that a family is occupying a wrong-size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, GHA must promptly notify the family and the owner of this determination, and of GHA's offer of continued assistance in the form of project-based voucher assistance in an appropriate-size unit (in the same project or in another project); or if not available tenant-based rental assistance under the HCV Program.

Article XVI. Reserved

Article XVII. Charges to the Administrative Fee Reserve

In no event shall amounts be charged to the Section 8 Net Restricted Assets account (also referred to as the Administrative Fee Equity Account) without formal approval from the Board of Commissioners through Board Resolution. In the event HUD will not provide funding for units under lease in excess of the consolidated ACC, GHA must identify funds to pay for such units and may only do so by formal approval from the Board of Commissioners through Board Resolution. Should funds not be available to pay for over-leased units, GHA may have to terminate rental assistance contracts. Such contracts will be selected by determining the clients who are relying on Section 8 assistance the least. The action to determinate assistance for over-leased units may only be done by formal approval from the Board of Commissioners through Board Resolution.

ATTACHMENT I

Housing Authority of the Borough of Glassboro

VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

I. Purpose and Applicability:

This Violence Against Women Act Policy ("Policy") implements the requirements of the 2013 reauthorization of the Violence Against Women Act (VAWA) which applies for all victims of domestic violence, dating violence, sexual assault or stalking regardless of sex, gender identity or sexual orientation. This Policy shall be applied consistently with all nondiscrimination and fair housing requirements. This Policy covers all applicants and tenants of HUD-covered programs. Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of federal, state or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

This Policy shall be implemented in accordance with 24 *C.F.R.* Part 5, Subpart L, Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking as well as various subparts of 24 *C.F.R.* Parts 200, 247, 880, 882, 883, 884, 886 and 891, HUD-Notice H 2017-05 and any other HUD subsequent applicable Notices.

II. Goals and Objectives:

This Policy has the following principal goals and objectives:

A. Maintaining compliance, including training of appropriate staff managing GHA's properties and programs, with all applicable legal requirements imposed by VAWA;

B. Participating, with others, in protecting the physical safety of victims of actual or threatened domestic violence, dating violence, sexual assault or stalking who are assisted by GHA;

C. Providing and maintaining housing opportunities for victims of domestic violence, dating violence, sexual assault or stalking;

D. Cooperating, with others, by sharing information and maintaining collaborative arrangements between GHA, law enforcement authorities, victim services providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence, sexual assault or stalking, who are assisted by GHA; and

E. Responding in accordance with GHA policies and procedures to incidents of domestic violence, dating violence, sexual assault or stalking, affecting individuals assisted by GHA.

III. Definitions:

GHA shall implement all definitions as established in 24 *C.F.R.* §5.2003.

IV. Admissions and Screening:

Non-Denial of Assistance. GHA will not deny admission to an applicant on the basis or as a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking if the applicant is otherwise qualified for admission. Further, GHA will not deny admission based on an adverse factor, if the adverse factor is determined to be a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking.

Also, if an applicant or an affiliated individual of the applicant is or has been the victim of domestic violence, dating violence, sexual assault or stalking by a member of the household or any guest, the applicant may not be denied rental assistance or occupancy rights with GHA solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault or stalking.

V. Termination of Tenancy or Assistance:

A. VAWA Protections. Under VAWA, specific protections, which will be observed by GHA:

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

2. Tenancy or assistance will not be terminated by GHA on the basis or as a direct result of the fact that the tenant/participant is or has been a victim of domestic violence, dating violence, sexual assault or stalking. Further, GHA will not terminate tenancy or participation based on an adverse factor, if the adverse factor is determined to be a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

   (a) Nothing contained in this paragraph shall limit any otherwise available authority to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, sexual assault or stalking in question against the tenant or an affiliated individual of the tenant. However, in taking any such action, GHA shall not apply a more demanding standard to the victim of domestic violence, dating violence, sexual assault or stalking than that applied to other tenants.

   (b) Nothing contained in this Policy shall be construed to limit GHA's ability to evict or terminate from assistance any tenant or lawful applicant if GHA as the case may be, can demonstrate an actual and imminent threat to other tenants or to those

employed at or providing service to the property, if the tenant is not evicted or terminated from assistance. In order to demonstrate an actual or imminent threat, GHA must have objective evidence of words, gestures, actions or other indicators of such threats. Any eviction or termination of assistance, predicated on this basis should be utilized by GHA only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

B. Removal of Perpetrator. Further, notwithstanding the above or federal, state or local law to the contrary, GHA may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be affected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by GHA. In the event of lease bifurcation, remaining family members must meet statutory requirements for housing assistance.

VI. Verification of Domestic Violence, Dating Violence, Sexual Assault or Stalking:

A. Requirement for Verification. GHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by GHA. Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may be accomplished by providing to GHA one of the following types of documentation:

1. Form HUD-5382;

2. A document signed by the claimant and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional from whom the claimant has sought assistance relating to domestic violence, dating violence, sexual assault or stalking, or the effects of the abuse. The document must specify, under penalty of perjury (28 *U.S.C.* 1746), that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault" or "stalking" in HUD's regulations at 24 *C.F.R.* §5.2003;

3. A record of a federal, state, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident or incidents of domestic violence,

dating violence, sexual assault or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others; or

4. At the discretion of GHA, a statement or other evidence provided by the applicant or tenant.

GHA may ask for clarification or additional information in order to make an objectively reasonable determination of whether the adverse factor is a direct result of the applicant or tenant having been a victim.

B. Time Allowed to Provide Verification/Failure to Provide. An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking, and who is requested by GHA to provide verification, must provide such verification within fourteen (14) business days (i.e., fourteen (14) calendar days, excluding Saturdays, Sundays, and federally recognized holidays) after receipt of the request for verification. GHA may grant an extension during which no adverse action can be taken. Failure to provide verification in proper form within such time will result in loss of protection under VAWA and this Policy against a proposed adverse action.

C. Acceptance of Verbal Statement. GHA may, with respect to any specific case, waive the above stated requirements for verification and provide the benefits of this Policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, or designee, and generally in such cases where GHA is otherwise aware of the abuse and encouraged the victim to request VAWA protections. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

D. Request for Third-Party Documentation of Victim Status. GHA will request third-party documentation of victim status if more than one applicant or tenant provides documentation to show they are victims of domestic violence, dating violence, sexual assault or stalking and the information in one person's documentation conflicts with the information in another person's documentation or submitted documentation contains information that conflicts with existing information already available to GHA. When evicting or terminating one household member, GHA shall follow family break up polices and the GHA's Grievance Policy.

VII. Confidentiality:

A. Right of Confidentiality. All information (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault or stalking) provided to GHA in connection with a verification required by this Policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is: 1. requested or consented to by the individual in

writing; or 2. required for use in eviction proceedings or in connection with termination of assistance, as permitted under VAWA; or 3. otherwise required by applicable law. GHA will take reasonable precautions to avoid inadvertent disclosures via mail or voicemail and conduct the exchange of confidential information in person with the victim. All VAWA correspondence shall be secured to maintain confidentiality separate from the tenant file.

B. Notification of Rights. GHA shall provide the *Notice of Occupancy Rights under the Violence Against Women Act* (Form HUD 5380) and *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* (Form HUD 5382) at the following times: to applicants with denial of assistance; at move in; with notice of eviction or termination of assistance; to each household during the annual recertification; and any other time when the HUD-5382 is supplied.

VIII. Court Orders/Family Break-up:

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

IX. Relationships with Service Providers:

It is the policy of GHA to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services to victims of domestic violence, dating violence, sexual assault or stalking. If GHA staff becomes aware that an individual assisted by GHA is a victim of domestic violence, dating violence, sexual assault or stalking, GHA will refer the victim to such providers of shelter or services as appropriate.

Housing Authority of the Borough of Glassboro

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

Emergency Transfers

The Housing Authority of the Borough of Glassboro (GHA) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault or stalking. In accordance with the Violence Against Women Act (VAWA)[1], GHA allows tenants who are victims of domestic violence, dating violence, sexual assault or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation[2]. The ability of GHA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, and on whether GHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy. This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the federal agency that ensures GHA's federally assisted housing programs are in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault or stalking, as provided in HUD's regulations at 24 *C.F.R.* Part 5, Subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90 calendar day period preceding a request for an emergency transfer. A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this Section.

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

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

Priority For Tenants/Applicants who Qualify for Internal and External Transfers

GHA does not maintain a waiting list preference for VAWA victims. However, Tenants who qualify for Internal and External transfers shall be entitled to a waiting list priority. VAWA admission preferences shall not supersede usual eligibility criteria.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify GHA's management office and submit a written request for a transfer within GHA. GHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

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

GHA shall retain records of all emergency transfer requests and their outcomes for three (3) years or for a period of time as specified in the program regulations.

Confidentiality

GHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives GHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault or stalking against the tenant. Information shall not be entered into shared databases. See the *Notice of Occupancy Rights under the Violence Against Women Act* (Form HUD-5380) for more information about GHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault or stalking.

Emergency Transfer Timing and Availability

GHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. However, tenants shall be permitted to make an internal emergency transfer under VAWA when a safe unit is immediately available and such transfers shall be given priority as an emergency transfer request. GHA will act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be

safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. GHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If, after a reasonable time, GHA has no safe and available units for which a tenant who needs an emergency transfer is eligible, GHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. This shall be deemed an "External Emergency Transfer", meaning a transfer of a tenant to another unit or form of assistance where the tenant would be categorized as a new applicant. At the tenant's request, GHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault or stalking that are attached to this plan.

Tenants with tenant-based rental assistance shall be issued a voucher to move with continued tenant-based assistance.

Safety and Security of Tenants

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

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

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

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

Please see local organizations offering assistance to victims of domestic violence, dating violence, sexual assault or stalking.

- **Center for Family Services – Services Empowering the Rights of Victims (SERV)**
  www.centerffs.org
  serv@centerffs.org
  1-866-295-SERV (7378)
  PO Box 566
  Glassboro, NJ 08028

- **NJ Domestic Violence Hotline**
  www.nj.gov/dcf/women/domestic
  1-855-INFO-DCF (463-6323)

PO Box 729
Trenton, NJ 08625

- **Family Part-Chancery Division Superior Court of NJ**
  1-856-379-2200
  101 S 5th Street, 2nd Floor
  Camden, NJ 08103

- **New Jersey Domestic Violence Hotline**
  1-800-572-SAFE (7233)

NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT
HUD-5380: Housing Rights for Victims

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Expires 1/31/2028

Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking

When should I receive this form? A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you are admitted as a tenant, when you receive an eviction or termination notice and prior to termination of tenancy, or when you are denied as an applicant. A covered housing provider may provide these forms at additional times.

What is the Violence Against Women Act ("VAWA")? This notice describes protections that may apply to you as an applicant or a tenant under a housing program covered by a federal law called the Violence Against Women Act ("VAWA"). VAWA provides housing protections for victims of domestic violence, dating violence, sexual assault or stalking. VAWA protections must be in leases and other program documents, as applicable. VAWA protections may be raised at any time. You do not need to know the type or name of the program you are participating in or applying to in order to seek VAWA protections.

What if I require this information in a language other than English? To read this information in Spanish or another language, please contact your assigned processor for assistance in accordance with GHA's Language Access Plan. You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

What do the words in this notice mean?

- *VAWA violence/abuse* means one or more incidents of domestic violence, dating violence, sexual assault, or stalking.
- *Victim* means any victim of *VAWA violence/abuse*.
- *Affiliated person* means the tenant's spouse, parent, sibling, or child; or any individual, tenant, or lawful occupant living in the tenant's household; or anyone for whom the tenant acts as parent/guardian.
- *Covered housing program*[1] includes the following HUD programs:
  - Public Housing
  - Tenant-based vouchers (TBV, also known as Housing Choice Vouchers or HCV) and Project-based Vouchers (PBV) Section 8 programs
  - Section 8 Project-Based Rental Assistance (PBRA)
  - Section 8 Moderate Rehabilitation Single Room Occupancy
  - Section 202 Supportive Housing for the Elderly
  - Section 811 Supportive Housing for Persons with Disabilities
  - Section 221(d)(3)/(d)(5) Multifamily Rental Housing
  - Section 236 Multifamily Rental Housing
  - Housing Opportunities for Persons With AIDS (HOPWA) program
  - HOME Investment Partnerships (HOME) program
  - The Housing Trust Fund
  - Emergency Solutions Grants (ESG) program
  - Continuum of Care program
  - Rural Housing Stability Assistance program
- *Covered housing provider* means the individual or entity under a covered housing program that is responsible for providing or overseeing the VAWA protection in a specific situation. The covered housing provider may be a public housing agency, project sponsor, housing owner, mortgagor, housing manager, State or local government, public agency, or a nonprofit or for-profit organization as the lessor.

[1] For information about non-HUD covered housing programs under VAWA, see Interagency Statement on the Violence Against Women Act's Housing Provisions at https://www.hud.gov/sites/dfiles/PA/documents/InteragencyVAWAHousingStmnt092024.pdf.

NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT
HUD-5380: Rights for Survivors

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Expires 1/31/2028

What if I am an applicant under a program covered by VAWA? You can't be denied housing, housing assistance, or homeless assistance covered by VAWA just because you (or a household member) are or were a victim or just because of problems you (or a household member) had as a direct result of being or having been a victim. For example, if you have a poor rental or credit history or a criminal record, and that history or record is the direct result of you being a victim of VAWA abuse/violence, that history or record cannot be used as a reason to deny you housing or homeless assistance covered by VAWA.

What if I am a tenant under a program covered by VAWA? You cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because you (or a household member) are or were a victim of VAWA violence/abuse. You also cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because of problems that you (or a household member) have as a direct result of being or having been a victim. For example, if you are a victim of VAWA abuse/violence that directly results in repeated noise complaints and damage to the property, neither the noise complaints nor property damage can be used as a reason for evicting you from housing covered by VAWA. You also cannot be evicted or removed from housing, housing assistance, or homeless assistance covered by VAWA because of someone else's criminal actions that are directly related to VAWA abuse/violence against you, a household member, or another affiliated person.

How can tenants request an emergency transfer? Victims of VAWA violence/abuse have the right to request an emergency transfer from their current unit to another unit for safety reasons related to the VAWA violence/abuse. An emergency transfer cannot be guaranteed, but you can request an emergency transfer when:

1. You (or a household member) are a victim of VAWA violence/abuse;
2. You expressly request the emergency transfer; **AND**
3. EITHER
    a. you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; **OR**
    b. if you (or a household member) are a victim of sexual assault, either you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) were to stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

You can request an emergency transfer even if you are not lease compliant, for example if you owe rent. If you request an emergency transfer, your request, the information you provided to make the request, and your new unit's location must be kept strictly confidential by the covered housing provider. The covered housing provider is required to maintain a VAWA emergency transfer plan and make it available to you upon request. To request an emergency transfer please contact your assigned processor for assistance. See GHA's Emergency Transfer Plan above. The VAWA emergency transfer plan includes information about what the covered housing provider does to make sure your address and other relevant information are not disclosed to your perpetrator.

Can the perpetrator be evicted or removed from my lease? Depending on your specific situation, your covered housing provider may be able to divide the lease to evict just the perpetrator. This is called "lease bifurcation."

What happens if the lease bifurcation ends up removing the perpetrator who was the only tenant who qualified for the housing or assistance? In this situation, the covered housing provider must provide you and other remaining household members an opportunity to establish eligibility or to find other housing. If you cannot or don't want to establish eligibility, then the covered housing provider must give you a reasonable time to move or establish eligibility for another covered housing program. This amount of time varies, depending on the covered housing program involved. The table below shows the reasonable time provided under each covered housing programs with HUD. Timeframes for covered housing programs operated by other agencies are determined by those agencies.

NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT
HUD-5380: Rights for Survivors

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Covered Housing Program(s)	Reasonable Time for Remaining Household Members to Continue to Receive Assistance, Establish Eligibility, or Move.
HOME and Housing Trust Fund, Continuum of Care Program (except for permanent supportive housing), ESG program, Section 221(d)(3) Program, Section 221(d)(5) Program, Rural Housing Stability Assistance Program	Because these programs do not provide housing or assistance based on just one person's status or characteristics, the remaining tenant(s), or family member(s) in the CoC program, can keep receiving assistance or living in the assisted housing as applicable.
Permanent supportive housing funded by the Continuum of Care Program	The remaining household member(s) can receive rental assistance until expiration of the lease that is in effect when the qualifying member is evicted.
Housing Choice Voucher, Project-based Voucher, and Public Housing programs (for Special Purpose Vouchers (e.g., HUD-VASH, FUP, FYI, etc.), see also program specific guidance)	If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing. For HUD-VASH, if the veteran is removed, the remaining family member(s) can keep receiving assistance or living in the assisted housing as applicable. If the veteran was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days to establish program eligibility or find alternative housing.
Section 202/811 PRAC and SPRAC	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or until the lease expires, whichever is first, to establish program eligibility or find alternative housing.
Section 202/8	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or when the lease expires, whichever is first, to establish program eligibility or find alternative housing. If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
Section 236 (including RAP); Project-based Section 8 and Mod Rehab/SRO	The remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
HOPWA	The remaining household member(s) must be given no less than 90 calendar days, and not more than one year, from the date of the lease bifurcation to establish program eligibility or find alternative housing. The date is set by the HOPWA Grantee or Project Sponsor.

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Are there any reasons that I can be evicted or lose assistance? VAWA does not prevent you from being evicted or losing assistance for a lease violation, program violation, or violation of other requirements that are not due to the VAWA violence/abuse committed against you or an affiliated person. However, a covered housing provider cannot be stricter with you than with other tenants, just because you or an affiliated person experienced VAWA abuse/violence. VAWA also will not prevent eviction, termination, or removal if other tenants or housing staff are shown to be in immediate, physical danger that could lead to serious bodily harm or death if you are not evicted or removed from assistance. **But only if no other action can be taken to reduce or eliminate the threat** should a covered housing provider evict you or end your assistance, if the VAWA abuse/violence happens to you or an affiliated person. A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you receive an eviction or termination notice and prior to termination of tenancy.

What do I need to document that I am a victim of VAWA abuse/violence? If you ask for VAWA protection, the covered housing provider may request documentation showing that you (or a household member) are a victim. BUT the covered housing provider must make this request in writing and must give you at least 14 business days (weekends and holidays do not count) to respond, and you are free to choose any <u>one</u> of the following:

1. <u>A self-certification form (for example, Form-HUD 5382)</u>, which the covered housing provider must give you along with this notice. Either you can fill out the form or someone else can complete it for you;
2. <u>A statement from a victim/survivor service provider, attorney, mental health professional or medical professional</u> who has helped you address incidents of VAWA violence/abuse. The professional must state "under penalty of perjury" that he/she/they believes that the incidents of VAWA violence/abuse are real and covered by VAWA. Both you and the professional must sign the statement;
3. <u>A police, administrative, or court record</u> (such as a protective order) that shows you (or a household member) were a victim of VAWA violence/abuse; **OR**
4. <u>If allowed by your covered housing provider, any other statement or evidence provided by you.</u>

It is your choice which documentation to provide and the covered housing provider must accept any one of the above as documentation. The covered housing provider is prohibited from seeking additional documentation of victim status or requiring more than one of these types of documentation, unless the covered housing provider receives conflicting information about the VAWA violence/abuse.

If you do not provide one of these types of documentation by the deadline, the covered housing provider does not have to provide the VAWA protections you requested. If the documentation received by the covered housing provider contains conflicting information about the VAWA violence/abuse, the covered housing provider may require you to provide additional documentation from the list above, but the covered housing provider must give you another 30 calendar days to do so.

Will my information be kept confidential? If you share information with a covered housing provider about why you need VAWA protections, the covered housing provider must keep the information you share strictly confidential. This information should be securely and separately kept from your other tenant files. No one who works for your covered housing provider will have access to this information, unless there is a reason that specifically calls for them to access this information, your covered housing provider explicitly authorizes their access for that reason, and that authorization is consistent with applicable law.

Your information **<u>will not be disclosed</u>** to anyone else or put in a database shared with anyone else, except in the following situations:

1. If you give the covered housing provider written permission to share the information for a limited time;
2. If the covered housing provider needs to use that information in an eviction proceeding or hearing; or
3. If other applicable law requires the covered housing provider to share the information.

NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT
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How do other laws apply? VAWA does not limit the covered housing provider's duty to honor court orders about access to or control of the property, or civil protection orders issued to protect a victim of VAWA abuse/violence. Additionally, VAWA does not limit the covered housing provider's duty to comply with a court order with respect to the distribution or possession of property among household members during a family break up. The covered housing provider must follow all applicable fair housing and civil rights requirements.

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. To request a reasonable accommodation, please contact GHA's Reasonable Accommodation Coordinator at reasonableaccommodations@hagc.org or call 856-845-4959 ext. 218. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Have your protections under VAWA been denied? If you believe that the covered housing provider has violated these rights, you may seek help by contacting HUD's Newark Office at 973-622-7900. You can also find additional information on filing VAWA complaints at https://www.hud.gov/VAWA and https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA. To file a VAWA complaint, visit https://www.hud.gov/fairhousing/fileacomplaint.

Need further help?

- For additional information on VAWA and to find help in your area, visit https://www.hud.gov/vawa.
- To talk with a housing advocate, contact South Jersey Legal Services at 856-848-5360.

Public reporting burden for this collection of information is estimated to range from 45 to 90 minutes per each covered housing provider's response, depending on the program. This includes time to print and distribute the form. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, D.C. 20410. This notice is required for covered housing programs under section 41411 of VAWA and 24 *C.F.R.* 5.2003. Covered housing providers must give this notice to applicants and tenants to inform them of the VAWA protections as specified in section 41411(d)(2). This is a model notice, and no information is being collected. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

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

Confidentiality Note: Any personal information you share in this form will be maintained by your covered housing provider according to the confidentiality provisions below.

Purpose of Form: If you are a tenant of or applicant for housing assisted under a covered housing program, or if you are applying for or receiving transitional housing or rental assistance under a covered housing program, and ask for protection under the Violence Against Women Act ("VAWA"), you may use this form to comply with a covered housing provider's request for written documentation of your status as a "victim". This form is accompanied by a "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

VAWA protects individuals and families regardless of a victim's age, sex, or marital status.
You are not expected **and cannot be asked or required** to claim, document, or prove victim status or VAWA violence/abuse other than as stated in "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

This form is **one of your available options** for responding to a covered housing provider's written request for documentation of victim status or the incident(s) of VAWA violence/abuse. If you choose, you may submit one of the types of third-party documentation described in Form HUD-5380, in the section titled, "What do I need to document that I am a victim?". Your covered housing provider must give you at least 14 business days (weekends and holidays do not count) to respond to their written request for this documentation.

Will my information be kept confidential? Whenever you ask for or about VAWA protections, your covered housing provider must keep any information you provide about the VAWA violence/abuse or the fact you (or a household member) are a victim, including the information on this form, strictly confidential. This information should be securely and separately kept from your other tenant files. This information can only be accessed by an employee/agent of your covered housing provider if (1) access is required for a specific reason, (2) your covered housing provider explicitly authorizes that person's access for that reason, **and** (3) the authorization complies with applicable law. This information will not be given to anyone else or put in a database shared with anyone else, unless your covered housing provider (1) gets your written permission to do so for a limited time, (2) is required to do so as part of an eviction or termination hearing, **or** (3) is required to do so by law.

In addition, your covered housing provider must keep your address strictly confidential to ensure that it is not disclosed to a person who committed or threatened to commit VAWA violence/abuse against you (or a household member).

What if I require this information in a language other than English? To read this in Spanish or another language, please contact your assigned processor for assistance in accordance with GHA's Language Access Plan. You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Need further help? For additional information on VAWA and to find help in your area, visit https://www.hud.gov/vawa. To speak with a housing advocate, contact South Jersey Legal Services at 856-848-5360.

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

1. **Name(s) of victim(s):** _____

2. **Your Name** (*if different from victim's*)**:** _____

3. **Name(s) of other member(s) of the household:** _____

   _____

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

5. **What is the safest and most secure way to contact you? (You may choose more than one.)**

   If any contact information changes or is no longer a safe contact method, notify your covered housing provider.

   ☐ Phone Phone Number: _____
   Safe to receive a voicemail: ☐ Yes ☐ No

   ☐ E-mail E-mail Address: _____
   Safe to receive an email: ☐ Yes ☐ No

   ☐ Mail Mailing Address: _____
   Safe to receive mail from your housing provider: ☐ Yes ☐ No

   ☐ Other Please List: _____

6. **Anything else your housing provider should know to safely communicate with you?**

Applicable definitions of domestic violence, dating violence, sexual assault, or stalking:

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who lives with or has lived with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Spouse or intimate partner of the victim includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Dating violence means violence committed by a person:

(1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; **and**
(2) Where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship; (ii) The type of relationship; and (iii) The frequency of interaction between the persons involved in the relationship.

Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

(1) Fear for the person's individual safety or the safety of others **or**
(2) Suffer substantial emotional distress.

Certification of Applicant or Tenant: By signing below, I am certifying that the information provided on this form is true and correct to the best of my knowledge and recollection, and that one or more members of my household is or has been a victim of domestic violence, dating violence, sexual assault, or stalking as described in the applicable definitions above.

_____ _____

Signature **Date**

Public Reporting Burden for this collection of information is estimated to average 20 minutes per response. This includes the time for collecting, reviewing, and reporting. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, DC 20410. Housing providers in programs covered by VAWA may request certification that the applicant or tenant is a victim of VAWA violence/abuse. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

U.S. Department of Housing and Urban Development
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EMERGEENCY TRANSFER REQUEST FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

Confidentiality Note: Any personal information you share in this form will be maintained by your covered housing provider according to the confidentiality provisions below.

Purpose of Form: If you are a tenant of housing assisted under a covered housing program, or if you are receiving transitional housing or rental assistance under a covered housing program, you may use this form to request an emergency transfer and certify that you qualify for an emergency transfer under the Violence Against Women Act ("VAWA"). This form refers to domestic violence, dating violence, sexual assault, or stalking as "VAWA violence/abuse."

VAWA protects individuals and families regardless of a victim's age, sex, or marital status.

You may request an emergency transfer when:

1. You (or a household member) are a victim of VAWA violence/abuse;
2. You expressly request the emergency transfer; **AND**
3. **EITHER**
   a. you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; **or**
   b. if you (or a household member) are a victim of sexual assault, either you reasonably believe there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

A covered housing provider, in response to an emergency transfer request, should not evaluate whether you are in good standing as part of the assessment or provision of an emergency transfer. Whether or not you are in good standing does not impact your ability to request an emergency transfer under VAWA.

However, submitting this form does not necessarily mean that you will receive an emergency transfer. See your covered housing provider's VAWA Emergency Transfer Plan for more information about VAWA emergency transfers and see "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380, for additional housing rights you may be entitled to.

Am I required to submit any documentation to my covered housing provider? Your covered housing provider may request documentation proving that you, or a household member, are a victim of VAWA violence/abuse, in addition to completing this emergency transfer request form. The request can be met by completing and submitting the VAWA Self-certification Form (Form HUD-5382), unless the covered housing provider receives conflicting information about the VAWA violence/abuse. If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you may, instead, choose to submit that documentation to your covered housing provider. See "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380, for more information.

Will my information be kept confidential? Whenever you ask for or about VAWA protections, your covered housing provider must keep any information you provide about the VAWA violence/abuse or the fact you (or a household member) are a victim, including the information on this form, strictly confidential. This information should be securely and separately kept from your other tenant files. This information can only be accessed by an employee/agent of your covered housing provider if (1) access is required for a specific reason, (2) your covered housing provider explicitly authorizes that person's access for that reason, **and** (3) the authorization complies with applicable law. This information will not be given to anyone else or put in a database shared with anyone else,

unless your covered housing provider (1) gets your written permission to do so for a limited time, (2) is required to do so as part of an eviction or termination hearing, **or** (3) is required to do so by law.
In addition, your covered housing provider must keep your address strictly confidential to ensure that it is not disclosed to a person who committed or threatened to commit VAWA violence/abuse against you (or a household member).

What if I need this information in a language other than English? To read this in Spanish or another language, please contact your assigned GHA processor for assistance in accordance with GHA's Language Access Plan. You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Need further help? For additional information on VAWA and to find help in your area, visit https://www.hud.gov/vawa. To speak with a housing advocate, contact South Jersey Legal Services at 856-848-5360.

TO BE COMPLETED BY OR ON BEHALF OF THE TENANT REQUESTING AN EMERGENCY TRANSFER

1. **Name(s) of victim(s):**_____
2. **Your name** (*if different from victim's*):_____
3. **Name(s) of other household member(s):**_____
   _____
4. **Name(s) of other household member(s) who would transfer with the victim:**_____
   _____
5. **Name of the perpetrator** (*if known and can be safely disclosed*):_____
6. **Address of location from which the victim seeks to transfer:**_____
   _____
7. **Current Unit Size (# of bedrooms):**_____
8. **What is the safest and most secure way to contact you? (You may choose more than one.)**
   If any contact information changes or is no longer a safe contact method, notify your covered housing provider.

   ☐ Phone Phone Number:_____
   Safe to receive a voicemail: ☐ Yes ☐ No

   ☐ E-mail E-mail Address: _____
   Safe to receive an email: ☐ Yes ☐ No

   ☐ Mail Mailing Address:_____
   Safe to receive mail from your housing provider: ☐ Yes ☐ No

   ☐ Other Please List:_____

9. Anything else your housing provider should know to safely communicate with you?

10. What features are requested for a safe unit? You may list here any information that would facilitate a suitable transfer, such as accessibility needs, and a description of where it is safe or unsafe for you to live. (*Please note that the ability to provide an emergency transfer is based on unit availability*.)

- ☐ New Neighborhood
- ☐ New Building
- ☐ First Floor unit
- ☐ Second Floor unit (and above)
- ☐ Near an Exit
- ☐ Well-lit hallways/walkways
- ☐ 24-hour Security
- ☐ Accessible unit
- ☐ Other:_____

11. To approve your request for an emergency transfer, your covered housing provider may require that you provide written documentation that you (or a household member) are a victim of VAWA violence/abuse. Your covered housing provider must make this request for documentation in writing. You can choose to submit **<u>any one</u>** of the following types of documentation:

- Form HUD-5382 *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*, which asks your name and the perpetrator's name (if known and safe to provide);
- A document signed by a victim service provider, attorney, mental health professional, or medical professional who has helped you address the VAWA violence/abuse. The professional must state "under penalty of perjury" that he/she/they believe in the occurrence of the incident of VAWA violence/abuse and that it is covered by VAWA. Both you and the professional must sign the statement;
- A police, administrative, or court record (such as a protective order) that shows you (or a household member) are a victim of VAWA violence/abuse; OR
- If permitted by your covered housing provider, a statement or other evidence provided by you.

Certification of Tenant: By signing below, I am certifying that the information provided on this form is true and correct to the best of my knowledge and recollection, and that I meet the conditions described on this form to qualify for an emergency transfer.

Signature_____ **Date**_____

Public reporting burden for this collection of information is estimated to average 20 minutes per response. This includes the time for collecting, reviewing, and reporting. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, DC 20410. Covered housing providers in programs covered by VAWA may ask for a written request for an emergency transfer for a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking. Housing providers may distribute this form to tenants and tenants may use it to request an emergency transfer. The information is subject to the confidentiality requirements of VAWA. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013

TENANT	LANDLORD	UNIT NO. & ADDRESS

This Lease Addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

1. Purpose of the Addendum

The Lease for the above referenced unit is being amended to include the provisions of the Violence Against Women Reauthorization Act of 2013 (VAWA).

2. Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

3. Term of the Lease Addendum

The effective date of this Lease Addendum is_____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

4. VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence, sexual assault or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.

2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.

3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the *Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking*, Form HUD-5382, or other documentation as permitted in accordance with GHA's Violence Against Women Act Policy, be completed and submitted within fourteen (14) business days, or an agreed upon extension date, to receive

protection under VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

_____	_____
Tenant	Date
_____	_____
Landlord	Date

ATTACHMENT II

HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

SECTION 8 ADMINSTRATIVE PLAN

Bed Bug and Vermin Infestation Management Policy

A. Policy Objectives:

The purpose of this Bed Bug Policy and Vermin Infestation is to establish roles and responsibilities for landlords, participants and the Housing Authority of the Borough of Glassboro (GHA) in minimizing the potential for Vermin Infestation and provide guidance when bed bugs are present in a unit assisted under the Section 8 Housing Choice Voucher Program.

B. Landlord Roles and Responsibilities:

The Housing Assistance Payment Contract (HAP contract) requires the landlord to maintain the contract unit and its premises in accordance with National Standards for the Physical Inspection of Real Estate (NSPIRE). It is the landlord's responsibility to ensure the dwelling unit is in sanitary condition and free of vermin and rodent infestation. If the presence of bed bugs or other vermin is suspected, the landlord must notify GHA immediately. GHA's Inspectors are not certified in the identification of bed bugs. When notified by a landlord or participant that bed bugs are present, GHA will fail the unit under NSPIRE, therefore it is strongly recommended that the landlord contact an extermination professional for an immediate inspection. If treatment is deemed necessary, a copy of the contract the landlord entered into with the extermination professional (including all treatment performed) must be provided to GHA by the landlord within 48 hours of the initial determination that treatment is required. In additional, the landlord must complete the "Landlord Certification Statement" document and send to GHA within 72 hours of the initial determination that treatment is required.

Failure to comply with the above requirements is a direct violation of the HAP contract and may result in abatement, suspension or termination of housing assistance payments, termination of the HAP contract and suspension of eligibility to participate in the Housing Choice Voucher Program.

C. Tenant Roles and Responsibilities:

The HAP contract requires the tenant to keep the unit and its premises free from damage. Therefore, if the presence of bed bugs or other vermin is suspected, it is the tenant's responsibility to notify the landlord and GHA immediately in order to minimize any potential damage to the unit. In addition, it is the responsibility of the tenant to work cooperatively with the landlord and/or

extermination professional to ensure the successful elimination of bed bugs and vermin. Tenant non-compliance may result in the loss of the Housing Choice Voucher.

If the tenant notifies the landlord of the presence of bed bugs or other vermin and the landlord fails to take action within a reasonable period of time, the tenant shall notify GHA. GHA will assist the tenant in relocation if it is deemed necessary and appropriate. Prior to relocation, GHA will notify the new landlord of tenant's prior exposure to bed bugs. In addition, the tenant must complete all items on the "Relocation Task List" document.

D. GHA Roles and Responsibilities:

GHA is responsible to ensure the landlord maintains the assisted unit in accordance with NSPIRE and provides guidance on the resolution of any potential bed bug and vermin problems. When relocation is necessary, GHA will ensure the tenant completes the "Relocation Task List" prior to relocation in order to minimize the transfer of bed bugs or vermin to a new unit. GHA will also require all program participants and landlords to disclose at intake, recertification and inspection all exposure to bed bugs within the last twelve (12) month period.

Bed Bug and Vermin Infestation Management Policy

Landlord Certification Statement

It is the goal of the Housing Authority of the Borough of Glassboro (GHA) to promote and provide safe and sanitary housing to program participants. If bed bugs or vermin are present, it is responsibility of the landlord to ensure that the dwelling unit and its equipment be sanitary condition and free of vermin and rodent infestation. It is the responsibility of the tenant to work cooperatively with the landlord and/or extermination professional to ensure the successful elimination of infestations. It is imperative that all parties (Tenant, Landlord, and Extermination Professional) work together towards a common goal, extermination and elimination.

To assist GHA in its goal, GHA requests that the following information be completed by the landlord upon completion of treatment (within seventy-two (72) hours of initial determination that treatment is necessary).

Date unit was treated:

Type of treatment provided (methods, products used, areas treated:

Did tenant complete required pre-treatment activities:

Was follow up treatment recommended by Extermination Professional? If yes, provide date when follow up treatment will be provided:

Landlord Statement of Certification

I,_____, certify that I have had the unit located at_____
professionally treated by a licensed extermination professional in order to eliminate the presence of vermin infestations.

_____ _____
Landlord Signature Date

Participant Relocation Task List

Bed bugs and vermin are difficult to contain without proper treatment. Therefore, if a participant relocates and the proper treatment has not taken place, the beg bugs and vermin will move with the participant in carried furniture, bedding, clothing etc. If GHA has determined that it is necessary and appropriate for you to locate to a new unit, GHA requires that certain steps be followed to ensure that the bed bugs are not transferred to the new residence. To control further infestation, the Relocation Task List must be completed in preparation for relocation.

Relocation Task List (initial each item)

____ Remove all sheets, blankets, mattress covers, pillowcases, etc. from bed and wash in hot water (120+ degrees) and dry in clothes dryer on the highest heat setting for at least thirty (30) minutes. Fold and place them in a plastic garbage bag, seal bags tightly. Do not put them back on the bed until the move is complete.

____ Wash all clothing, toys, towels and linens in hot water (120+ degrees) and dry in clothes dryer on the highest heat setting for at least thirty (30) minutes. Place clean items inside airtight plastic storage bins or plastic garbage bags that are sealed tightly and store until relocated.

____ Vacuum (using disposable vacuum cleaner bags) all furniture, dresser drawers, nightstand drawers, mattress and box springs/ Place disposable vacuum cleaner bag inside plastic garbage bag and seal tightly and discard in outdoor trash receptacle immediately.

____ Purchase and place special beg bug mattress box spring encasements around all mattress and box springs. The encasements must remain on all mattresses and box springs for at least one year.

____ Discard of or have all infested furniture professionally treated by a licensed exterminator. If the participant chooses to keep the furniture, proof of treatment must be provided. GHA will not relocate a participant to a new unit with infested furniture.

Tenant Statement of Certification

I,_____, certify that I have read and understand the information above and have performed the items listed in the Relocation Task List.

Participant Signature _____ Date_____

ATTACHMENT III

Live-In Aide Policy

A live-in aide is defined as a person approved by the Housing Authority of the Borough of Glassboro (GHA) who resides in the unit to care for a "family member" who is disabled or at least fifty (50) years of age and who: (1) Is determined to be essential to the care and well-being of the person(s); (2) Is not obligated for support of the person(s); and (3) Who would not be living in the unit except to provide necessary support services.

GHA will verify the need for a reasonable accommodation for a live-in aide. Verification is required to prove that the requested accommodation is necessary, and that there is an identifiable relationship between the requested accommodation and their disability. Live-in aides will be verified at intake and during the participant's reexamination so long as a live-in aide is needed.

Once determined eligible for the reasonable accommodation of a live-in aide, GHA will determine whether the specific individual identified by the family as an aide is eligible by:

(1) Conducting a background /criminal check. GHA may disapprove a particular person as a live-in aide if s/he has: (a) committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; (b) committed drug-related criminal activity or violent criminal activity; (c) currently owes rent or other amounts to GHA or to another PHA in connection with Section 8 or public housing assistance under the Act; (d) violated any family obligations under the program as published under 24 *C.F.R.* §982.551; (e) been convicted of manufacturing or producing methamphetamine, on the premises of an assisted housing project; (f) been evicted from any federally subsidized housing program for any reason; (g) been identified as someone who has to register as a sex offender; (h) is not qualified to provide the needed care.

(2) Demonstrating that the live-in aide is not obligated for support of the person(s), and would not be living in the unit except to provide necessary support services. While a relative or family member is not automatically excluded as an eligible live-in aide, the requested live-in aide must meet the above definition. A pre-existing household member does not qualify as a live-in aide. In order to sufficiently satisfy this element, the household and the requested aide must certify and provide documents as to the following:

i. The Live-in aide is qualified to provide the needed care.
ii. The Live-in aide was not part of the household prior to receiving program assistance.
iii. There is no other reason for the aide to reside in the unit - the aide can demonstrate they have a previous residence the aide left in good standing.
iv. The aide and the participant will maintain separate finances.
v. The live-in aide shall not contribute to the household finances, pay for household bills or expenses or maintain household utilities in their name.

In the event of moves, termination or death of the participant, Live-in aides will not be considered as a remaining member of the tenant family. Because a live-in aide only lives in the unit for the purposes of providing services for a person with a disability, the aide has no right to continue living

in the unit if the person with disabilities moves out or if the person with disabilities no longer is eligible for the aide. The live-in aide has no rights to the voucher (if applicable). The line-in aides family members will not reside in the unit, unless approved by GHA. HUD Regulations require GHA to include any approved live-in aide when determining the family unit size. The income of an approved line-in aide is excluded when calculating a household's income. In accordance with HUD regulations, GHA will determine if any out-of-pocket expenses related to disability assistance and medical needs related to payment of a live-in aide qualify as allowable deductions. Occasional, intermittent, multiple, or rotating care givers typically do not meet the definition of a live-in aide. In properties owned and managed by GHA, a live-in aide must also sign a Live-In Aide Lease Addendum.

Certification for Live-In Aide

HUD regulations (24 *C.F.R.* §5.403) define a live-in aide as a person who resides with one or more elderly persons, or near-elderly[1] persons, or persons with disabilities, and who:

1. Is determined to be essential to the care and well-being of the person(s);
2. Is not obligated for the support of the person(s); and
3. Would not be living in the assisted housing unit except to provide the necessary supportive services.

I _____certify that:
(Name of participant)

I have selected _____ as my live-in aide.

The live-in aide is qualified to provide the needed care.

The live-in aide was not part of the household prior to receiving program assistance.

There is no other reason for the live-in aide to reside in the unit.

The aide must demonstrate they have a previous residence they left in good standing.

The live-in aide and I will maintain separate finances.

The live-in aide shall not contribute to the household finances, pay for household bills or expenses or maintain household utilities in their name.

I understand that a live-in aide is not a member of the assisted family. Because a live-in aide only lives in the unit for the purposes of providing services for a person with a disability, the aide has no right to continue living in the unit if the person with disabilities moves out or if the person with disabilities no longer is eligible for the aide. I understand that any misrepresentation on this certification or in connection with the process to approve a live-in aide is considered fraud and thereby grounds for program denial and/or termination and requirement to repay GHA any amounts overpaid on my behalf.

Participants Name _____
Participant Signature _____
Date of Signature _____

Live-in Aide Name _____
Live-in Aide Signature _____
Date of Signature _____

[1] Near-elderly family means a family whose head, spouse, or sole member is a person who is at least fifty (50) years of age but below the age of sixty-two (62); or two (2) or more persons, who are at least fifty (50) years of age but below the age of sixty-two (62), living together; or one or more persons who are at least fifty (50) years of age but below the age of sixty-two (62) living with one or more live-in aides.

ATTACHMENT IV

Housing Authority of the Borough of Glassboro

EQUAL HOUSING OPPORTUNITY AND AFFIRMATIVELY FURTHERING FAIR HOUSING POLICY

A. NONDISCRIMINATION POLICY

Federal laws require the Housing Authority of the Borough of Glassboro (GHA) to treat all applicants, tenants, and participant families equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, disability, sexual orientation, gender identity, and marital status. GHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including but not limited to:

- Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex.
- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spells out forms of prohibited discrimination.
- Executive Order 11063.
- Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities.
- The Age Discrimination Act of 1975, which establishes certain rights of the elderly.
- Title II of the Americans with Disabilities Act of 1990 (ADA)which requires that GHA to provide individuals with disabilities with access to its programs, services and activities including, common areas and public spaces.
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the Federal Register February 3, 2012, and further clarified in Notice PIH 2014-20.
- The Violence against Women Act of 2013 (VAWA).
- Executive Order 13988 on the Enforcement of the Fair Housing Act.
- Any applicable state laws or local ordinances, and any legislation protecting the individual rights of tenants, applicants or staff, subsequently enacted.

GHA shall not discriminate on the basis of any protected class in the leasing, rental, occupancy, use, or other disposition of housing or related facilities. GHA shall not, on account of any protected class:

1. Deny anyone the opportunity to apply for housing (when the waiting list is open), nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;

2. Provide anyone housing that is different (of lower quality) from that provided to others;

3. Subject anyone to segregation or disparate treatment;

4. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;

5. Treat anyone differently in determining eligibility or other requirements for admission;

6. Deny anyone access to the same level of services; or

7. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

GHA shall not automatically deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Instead, each applicant who is a member of a particular group will be treated as an individual based on the applicant's attributes and behavior.

GHA will correct situations or procedures that create a barrier to equal housing opportunity for all to permit people with disabilities to take full advantage of GHA's housing programs and non-housing programs, in accordance with Section 504, and the Fair Housing Amendments Act of 1988.

GHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as persons with Limited English Proficiency (LEP). LEP persons are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English.

B. AFFIRMATIVE MARKETING/OUTREACH TO FAMILIES

It is GHA's intent to ensure that programs and services will be made known and accessible to all interested and eligible individuals. It is GHA's intent to market the programs and services to those individuals who have been historically underserved. GHA will review, update, and create program-wide marketing materials as needed to make them relevant, understandable, and effective to all potential program applicants.

GHA will use appropriate marketing material and inclusive outreach strategies and approaches to target historically underserved populations. Based on applicable federal regulation and New Jersey state law, certain programs are required to develop an Affirmative Fair Housing Marketing (AFHM) Plan which serves to identify, target, and outreach segments of the eligible populations which are least likely to apply to the housing program. The individual AFHM will be reviewed and updated every five (5) years.

The waiting list for each housing assistance program will be opened or closed at the discretion of GHA's Executive Director considering the available funding, length of the waiting listing and

whether the waiting list includes a sufficient number of income eligible applicants as determined by program requirements.

Applicants for whom the waiting list is open must be placed on the waiting list unless GHA determines the family to be ineligible based on program requirements. Where the family is determined to be ineligible, GHA must notify the family in writing. All registrants will be placed on the waiting list in accordance with the applicable federal regulations governing the program, and GHA's established policy. The waiting lists will be assembled in accordance with the applicable federal regulations governing the program and GHA's established policy. Placement on the waiting list does not indicate that the family is, in fact, eligible. Applicant preferences vary by housing program and are clearly specified within the applicable governing policy for each program.

When the Executive Director determines that the waiting lists contain an adequate pool for use of available program funding, GHA may stop accepting new applications and close the waiting lists. When the waiting list is closed, GHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

While the family is on the waiting list, the family must report to GHA changes in family size or composition, preference status, contact information, including current residence, mailing address, income and phone number. All changes must be reported in writing within fourteen (14) calendar days of the change. Failure to keep GHA informed of all changes of address will prevent GHA from contacting an applicant and leaves GHA no alternative but to remove the applicant from the waiting list. In the event this happens, the applicant has thirty (30) days to request an Informal Hearing, failure to do so makes it necessary for the applicant to file a new application.

As conditions may require, GHA will post notices of housing availability in particular neighborhoods or developments to encourage fuller participation. GHA may issue public announcements of availability to encourage applications for assistance. GHA will monitor the benefits received, as a result of marketing activities, and will increase or decrease the outreach activities accordingly. Some of the marketing efforts in which GHA may engage, depending on the situation, include the following:

1. Review marketing and advertising materials to ensure compliance with Fair Housing laws and requirements.

2. Distribute marketing materials and make same available on GHA's website, all of which contain the Equal Opportunity language and logo, to all persons who made an inquiry regarding housing assistance. Distribute same to town halls, social services offices, and other places of public interest.

3. Publish special notices containing the Equal Opportunity logo in a newspaper of general circulation, such as the South Jersey Times, to announce the availability of funds/units and/or waiting list openings.

4. Display posters containing the Equal Opportunity language and logo in all GHA offices and owned/managed properties.

5. GHA staff shall maintain personal contact with various agencies such as Gloucester County Social Services, Gloucester County Human Services Advisory Council, VOA Homeless Shelter, Gloucester County Division of Senior Services and inform such contacts of waiting list openings.

6. Special outreach to minorities, persons with disabilities and very low-income families are accomplished through direct personal contact and direct mail to various agencies/community service providers that encourage such groups to register for housing assistance.

7. Special outreach to groups that are the least likely to apply, as determined by any applicable or required Affirmative Fair Housing Marketing Plan, include direct personal contact and direct mail to community service providers to encourage members of the identified groups that participate with the service providers in other activities to register for housing assistance with GHA.

8. As determined by any applicable Affirmative Fair Housing Marketing Plan, it has been the experience of GHA and is anticipated in the future that a sufficient number of residents within the Borough of Glassboro will register for assistance. Accordingly, no special outreach for residents within the Borough of Glassboro will be undertaken. The Supervisor of the Intake Department shall review/monitor the waiting list monthly. Should the circumstances change, special outreach services will be performed to reach residents within the Borough of Glassboro.

9. Maintain training and resource material for all GHA staff involved in program administration and conduct and/or make available regular training on fair housing and civil rights compliance.

C. OUTREACH TO OWNERS AND PROMOTING GREATER OPPORTUNITIES FOR FAMILIES OUTSIDE AREAS OF LOW-INCOME AND MINORITY CONCENTRATION FOR THE SECTION 8 PROGRAM

GHA continuously markets program utilization among property owners outside areas of low income and minority concentration, as determined by census data. The history of GHA has proven that personal contact by staff results in the most meaningful marketing efforts. Further, staff involvement in community and county-based organization helps strengthen and develop new connections with perspective owners. A comprehensive Owners Guide is available on GHA's website which provides owners with information about the operation of the program, required forms and resources for ease of participation. Staff are readily available to owners, communicating by phone, email and in person to answer questions and encourage participation.

Owners are further encouraged to participate with the Social Serve website. GHA staff utilizes Social Serve, Apartment Guide publications, local newspapers, and other internet sites for

available units. At the time of the voucher issuance, GHA provides guidance to voucher holders on the availability of various units or complexes with vacancies in areas that meet the voucher holder's needs for school, employment, childcare availability, shopping and public transportation. Effective 2018, GHA began using Small Area Fair Market Rents (SAFMRs) to determine the payment standards applicable to the Housing Choice Voucher Program. The zip-code based payment standards, derived from localized rent for each zip-code, allow HCV families to rent units in higher cost areas that have higher cost rents. The SAFMRs allow families to choose a unit across more neighborhoods with higher rents that may have high-performing schools, low levels of poverty and access to greater amenities.

Some actions to be taken which promote opportunities for families outside areas of low-income and minority concentration and market the program to owners include the following:

1. Provide one on one orientation with owners of new complexes/properties or new owners of existing complexes/properties.

2. Address various landlord groups, prospective real estate investors, and those who attend community meetings.

3. Provide prospective clients during the Tenant Briefing Program a list of currently participating property owners.

4. At the time of issuance, and as part of continued counseling provided to assisted tenants, GHA staff help clients to determine the type of area, location, and special location needs of the family, and advise clients of available units in such areas. Special needs may include schools, location of employment, childcare center, shopping, and public transportation.

5. The family will be supplied a briefing packet containing the items and information specified in 24 *C.F.R.* §982.301(b) which shall include information regarding discrimination in housing. In the event the oral briefing is conducted remotely, documents contained within the briefing packet will be accessible in advance on GHA's website and/or via electronic communication to the participant.

6. GHA will review the Section 8 Payment Standards annually to make certain the rents are affordable to extremely low-income families outside areas of low income and minority concentrations in accordance with the requirements of the SAFMR Rule. GHA will consider and establish Payment Standards in accordance with funding levels and budgetary constraints.

D. OPERATIONS

In order to further the objectives of nondiscrimination, GHA shall:

1. Include in the admissions briefings for all GHA programs a section on compliance with Civil Rights laws. The briefing shall carefully explain to all participants what should be done if they believe they have been discriminated against.

2. Prominently display a Fair Housing Poster in every development office owned by GHA and in GHA's main office.

3. Use the Equal Housing Opportunity logo and/or language in all advertising and in all marketing publications of GHA. GHA shall be particularly conscious of human models used in its publications so as to avoid signaling any sense of discrimination.

4. GHA shall consider all requests for reasonable accommodations in accordance with the applicable federal, state and local law and GHA policy governing reasonable accommodations for individuals with disabilities.

5. In accordance with its Language Assistance Plan, GHA will take affirmative steps to communicate with people who need services or information in languages other than English. At this time, English is the predominant language.

6. For more information regarding the operating policies of GHA, specifically accepting and processing applications, preferences, the organization of the waiting lists, and assisting a family that claims illegal discrimination, please refer to the Section 8 Administrative Plan, the Public Housing Admissions and Continued Occupancy Policy, and the individual management plans as applicable. These policies shall be incorporated into this Equal Housing Opportunity Policy by reference.

7. GHA does not intend to subcontract with a fair housing organization.

8. GHA will maintain all records, which include relevant newspaper advertisements, pre-applications, application files, client files, contacts made with various agencies/community service providers, and contacts made with various landlords and landlord groups, in accordance with the laws and regulations previously referenced in this policy.

9. GHA shall provide fair housing counseling services or refer individuals who believe they are victims of housing discrimination to fair housing agencies.

10. GHA shall provide appropriate staff training on the implementation of the Fair Housing Act.

11. GHA shall update and review policies in accordance with the provisions of the Fair Housing Act.

12. GHA shall recruit landlords and service providers in areas to expand the housing choice to program participants in as much as the funding for the various programs permit.

13. GHA shall maintain records of each family's race, ethnicity, familial status, and disability status on the prescribed Form HUD-50058.

14. GHA shall follow all applicable laws, rules, and regulations with respect to Fair Housing and Equal Opportunity Housing.

E. REPORTING DISCRIMINATION

GHA is committed to full compliance with applicable Civil Rights laws, GHA will provide federal/state/local information to applicants/tenants of the program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. If an applicant/tenant family believes that any family member has been discriminated against by GHA, the family should advise GHA. HUD requires GHA to make every reasonable attempt to determine whether the applicant or tenant family's assertions have merit and take any warranted corrective action. GHA will assist any family that believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. GHA will also assist them in completing the forms if requested and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

Upon receipt of a housing discrimination complaint, GHA is required to: Provide written notice of the complaint to those alleged and inform the complainant that such notice was made; Investigate the allegations and provide the complainant and those alleged with findings and either a proposed corrective action or an explanation of why corrective action is not warranted and keep a record of all complaints, investigations, notices, and corrective actions.

People who believe they have experienced discrimination may file a complaint by contacting HUD's Office of Fair Housing and Equal Opportunity at (800) 669-9777 (voice) or (800) 927-9275 (TTY). Housing discrimination complaints may also be filed by going to www.hud.gov/fairhousing.

ATTACHMENT V

HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO
PROJECT BASED VOUCHER PROGRAM
REQUEST FOR RENT INCREASE

Instructions: In accordance with 24 *C.F.R.* 983.302(b), any PBV project owner desiring an annual rent increase shall complete and submit this Form via regular mail to the Housing Authority of the Borough of Glassboro (GHA) at its administrative offices located at 100 Pop Moylan Blvd., Deptford, NJ 08096 no later than sixty (60) days prior to the annual anniversary of the HAP contract. Late rent increases will not be approved. In connection with a request for rent increase, GHA must confirm that the requirements of subsidy layering have been satisfied as indicated below. Please include all supporting documentation requested below, including annual budgets.

PBV Project Name			
Request Date		HAP Anniversary Date	

Bedroom Size	Current Contract Rent	Utility Allowance	Current FMR/SAFMR	Proposed Contract Rent*

*Approval based on tax credit rules (if applicable) amount of request, rent reasonableness, HUD FMRs, and GHA's established Utility Allowances.

1. For any given year of the project's operating pro forma, cash flow may not exceed 10% of total operating expenses. Cash Flow is defined as net operating income minus all required debt service.

   Net Operating Income: $_____
   (-) Debt Services: $_____
   Cash Flow: $_____

   _____*(initial)* I certify that cash flow does not exceed 10% of total operating expenses.

2. For any given year, the project's minimum Debt Coverage Ratio (DCR) shall be between 1.10 and 1.45. DCR is determined by dividing the net operating income for that year by the amount of the debt service for that year. Use actual amounts from the most recently completed fiscal year.

Net Operating Income: $_____
(÷) Debt Services: $_____
Debt Coverage Ratio: _____

_____*(initial)* I certify that the DCR is between 1.10 and 1.45.

3. Please attach the following documentation:

   a. NJHMFA Approved Budget, or the most recently submitted Budget, if the agency has not issued approval.
   b. Most recent MOR.
   c. Final MOR for the last fiscal year.
   d. Most recently completed Audit.
   e. NJHMFA, or other funding source, s/b "issued" Audit.

Owner Signature	Signature: _____ Name: _____ Date: _____ Title: _____

TO BE COMPLETED BY THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

	YES	NO	Notes/Comments
Does Requested Gross Rent Exceed 110% of FMR?			
Does Request meet Rent Reasonableness?			
Does Project meet HQS/NSPIRE requirements?			

GHA Approval	Signature: _____ Name: _____ Date: _____ Title: _____

ATTACHMENT VI

Section 8 Administrative Plan Rental Assistance Demonstration Addendum

ADOPTED:
May 21, 2018, via Resolution #18-33

REVISED:
December 16, 2025, via Resolution #25-68

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RENTAL ASSISTANCE DEMONSTRATION PROGRAM

PART 1 - OVERVIEW AND HISTORY OF THE RAD PROGRAM

RAD is intended to assess the effectiveness of converting public housing, moderate rehabilitation properties, and units under the rent supplement and rental assistance payments programs to long-term, project-based Section 8 rental assistance. The program's four primary objectives are to: 1) Preserve and improve public and other assisted housing. 2) Standardize the administration of the plethora of federally subsidized housing programs and rules. The conversions are intended to promote operating efficiency by using a Section 8 project-based assistance model that has proven successful and effective for over 30 years. In other words, RAD aligns eligible properties more closely with other affordable housing programs. 3) Attract private market capital for property renovations. Through the use of this model, properties may be able to leverage private debt and equity to make capital repairs. 4) Increase tenant mobility opportunities.

RAD ADMINISTRATIVE PLAN POLICIES

This additional chapter is intended to address RAD PBV requirements only.

APPLICABLE REGULATIONS

RAD is authorized by the Consolidated and Further Continuing Appropriations Act of 2012 (Pub. L. No. 112-55, approved November 18, 2011), as amended by the Consolidated Appropriations Act, 2014 (Public Law 113-76, approved January 17, 2014) and the Consolidated and Further Continuing Appropriations Act, 2015 (Public Law 113- 235, approved December 6, 2014), collectively, the "RAD Statute." RAD requirements may be found in PIH-2012-32 (HA), REV-2, RAD Quick Reference Guide (10/14), The Welcome Guide for New Awardees: RAD 1st Component (3/15), and RAD FAQs. 23.4

EQUAL OPPORTUNITY REQUIREMENTS [24 CFR 983.8]

PHAs must comply with all applicable fair housing and civil rights laws, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, when conducting relocation planning and providing relocation assistance. For example, persons with disabilities returning to the RAD project may not be turned away or placed on a waiting list due to a lack of accessible units. Their need for an accessible unit must be accommodated.

PBV PROJECT SELECTION

Maximum Amount of PBV Assistance Covered projects do not count against the maximum amount of assistance a PHA may utilize for the PBV program, which is set at 20 percent of the amount of budget authority allocated to a PHA under the HCV program. To implement this provision, HUD is waiving section 8(o) (13) (B) of the 1937 Act and 24 CFR § 983.6. Cap on Number of PBV Units in each Project Fifty percent (50%) of the units in each project may receive PBV assistance under RAD. An assisted household cannot be involuntarily displaced as a result of this provision. An owner may still project-base 100 percent of the units provided at least 50 percent of the units at the project qualify for the exceptions for elderly, disabled, or families receiving supportive services, or are within single-family properties. Families living in units subject to a proposed RAD conversion must be given the option to receive supportive services. If such services are declined by the household, the unit shall remain under the HAP contract, the household shall not be terminated from the PBV program, and the decision to decline an offer to receive supportive

services shall not represent a ground for lease termination. Once the initial household residing in the excepted unit under RAD vacates such unit, all PBV program requirements related to the required receipt of supportive services shall apply in accordance with 24 CFR §§ 983.56, 983.257(c), 983.261(a) and (d). To implement these provisions, HUD is waiving section 8(o) (13) (D) of the Act, as well as related provisions of 24 CFR §§ 983.56, 983.257(c), 983.261(a) and (d) for initial occupancy in the RAD converted project.

25 Percent per Project Cap [24 CFR 983.56]

The limitation on the number of units receiving assistance is increased to 50 percent under RAD. An assisted household cannot be involuntarily displaced as a result of this provision.

Exceptions to 25 Percent per Project Cap [24 CFR 983.56(b)]

An owner may still project-base 100 percent of the units provided at least 50 percent of the units at the project qualify for the exceptions for elderly, disabled, or families receiving supportive services, or are within single-family properties.

Family Responsibility to Comply with Supportive Service Plans

New families selected for occupancy and assistance in a PBV supportive housing unit will be required to enter into an individualized supportive service plan with the service provider. The supportive service plan is intended to help the family: Build family self-sufficiency; Maintain their housing; and Live independently and effectively in their community. In PBV developments offering supportive services, at least one family member is to receive/participate in the available supportive services. At the time of initial lease execution between the family and the owner, the family must sign a statement which includes all family obligations, including the requirement to participate in a supportive service plan. At the family's annual recertification, the Authority requires written documentation from the service provider indicating the family's continued compliance with the terms of the supportive services plans. At the Authority's sole discretion, the Authority may request quarterly documentation of service plan compliance for new participants, or more frequent periodic documentation for families who have not fully complied with their supportive service plan. The family is eligible to receive assistance while the family is compliant with its supportive services plan. In addition, a family who has occupied a PBV unit and has been compliant with its supportive housing plan, and has successfully completed the supportive housing plan, is eligible to continue to receive PBV assistance so long as the family qualifies. Under RAD, the requirement that a family must actually receive services to reside in a unit where families receive supportive services differs. Families living in units that will convert under RAD must be given the option to receive supportive services. If such services are declined by the household, the unit shall remain under the HAP contract, the household shall not be terminated from the PBV program, and the decision to decline an offer to receive supportive services shall not represent as grounds for lease termination. Once the initial household residing in the excepted unit under RAD vacates such unit, all PBV program requirements related to the required receipt of supportive services shall apply.

SUBSIDY LAYERING REQUIREMENTS [24 CFR 983.55, FR Notice 11/24/08, FR Notice 7/9/10, and FR Notice 6/25/14]

In the case of a Authority that is converting all of its ACC units, there is no restriction on the amount of public housing funds that may be contributed to the Covered Project(s) at Closing; the PHA may convey all program funds to the Covered Project. HUD will recapture any public

housing funds that a PHA has not expended once it no longer has units under ACC. In the case where the PHA will continue to maintain other units in its inventory under public housing ACC, a contribution of Operating Funds to the Covered Project that exceeds the average amount the project has held in Operating Reserves over the past three years will trigger a subsidy layering review under 24 CFR § 4.13. Similarly, any contribution of Capital Funds, including RHF or DDTF, will trigger a subsidy layering review.

SITE SELECTION STANDARDS

Site selection requirements set forth in 24 CFR 983.57 apply to RAD PBV, with the exception of 983.57(b) (1) and (c) (2). HUD waives the provisions regarding deconcentration of poverty and expanding housing and economic opportunity, for existing housing sites. If units are transferred to a different housing site, then deconcentration rule applies. HUD will conduct a front-end civil rights review of PBV RAD conversions that involve new construction that is located in an area of minority concentration (whether on the existing public housing site or on a new site) to determine whether it meets one of the conditions that would allow for new construction in an area of minority concentration. The PHA must ensure that its RAD PBV conversion, including any associated new construction, is consistent with its certification to affirmatively further fair housing and complies with civil rights laws.

ENVIRONMENTAL REVIEW [24 CFR 983.58]

The financing plan includes a requirement for an environmental review.

PART II - RAD PBV OWNERSHIP AND CONTRACT TERMS LEGAL OWNERSHIP OF UNIT

For RAD public housing conversions, ownership must be either of the following:

- A public or nonprofit entity that has legal title to the property. The entity must have the legal authority to direct the financial, legal, beneficial, and other interests of the property.

- A private entity, if the property has low income tax credits. The PHA must maintain control via a ground lease.

HAP CONTRACT REQUIREMENTS

Contract Information [24 CFR 983.203]

The PBV RAD program uses the HAP contract for new construction or rehabilitated housing (HUD Form 52530A), as modified by the RAD rider (HUD Form 52621). The distinction between "existing housing" and "rehabilitated and newly constructed housing" is overridden by RAD requirements. The RAD rider must be attached to the PBV HAP Contract and effectuates the conversion of public housing to PBV under RAD PBV. The project must also have an initial RAD Use Agreement. All public housing RAD conversion properties financed with LIHTC are required to include an LIHTC rider.

Execution of the HAP Contract [24 CFR 983.204]

When the conditions of the CHAP and the RCC are met and the conversion has closed, the PHA executes the HAP contract. The HAP contract effective date is the date of the financial closing for the property, whether or not all units meet HQS. Term of HAP Contract [24 CFR 983.205] The initial term of the HAP Contract may not be for less than 15 years, and may be for a term of up to 20 years upon request of the owner and with approval of the administering voucher agency. Upon

expiration of the initial term of the contract, and upon each renewal term of the contract, the owner must accept each offer to renew the contract, subject to the terms and conditions applicable at the time of each offer, and further subject to the availability of appropriations for each year of each such renewal. To implement this provision, HUD is waiving section 8(o) (13)

(F) of the Act (which established a maximum term of 15 years) as well as 24 CFR § 983.205(a) (which governs contract term).

Agreement to Enter Into HAP (AHAP) – Waived For public housing conversions to PBV, there will be no agreement to enter into a Housing Assistance Payments (AHAP) contract. Therefore, all regulatory references to the Agreement (AHAP), including regulations under 24 CFR Part 983 Subpart D are waived. The definitions for proposal selection date, new construction, rehabilitation, and existing housing are not applicable. For public housing conversions, an AHAP is not required. Instead, a RAD conversion commitment (RCC) between HUD and the PHA governs the construction work. For requirements for RAD PBV conversions see Notice PIH 2012-32, REV-2.

MANDATORY CONTRACT RENEWAL

By statue, upon contact expiration, the agency administering the vouchers shall offer, and the PHA shall accept, renewal of the contract subject to the terms and conditions applicable at the time /of renewal and the availability of appropriations each year for such renewal. Consequently 24 CFR § 983.205(b), governing the PHA discretion to renew the Contract for term of up to 15 years, will not apply. In the event that the HAP Contract is removed due to breach, non-compliance or insufficiency of Appropriations, for all units previously covered under the HAP Contract, new tenants must have incomes at or below 80 percent of the area median income at the time of admission and rents may not exceed 30% of 80% of median income for an appropriate size unit for the remainder of the term of the RAD Use Agreement.

INITIAL CONTRACT RENTS

Initial PBV contract rents are subject to the statutory and regulatory PBV requirements governing contract rents (see 24 CFR § 983.301). To this effect, initial contract rents cannot exceed the lower of (a) the reasonable rent (as defined under 24 CFR § 983.303; (b) an amount determined by the PHA, not to exceed 110 percent of the applicable FMR (or applicable exception payment standard), minus any utility allowance; or (c) the rent requested by the owner. PHAs may adjust subsidy (and contract rents) across multiple projects as long as the PHA does not exceed the aggregate subsidy for all of the projects the PHA has submitted for conversion under RAD. This use, which HUD refers to as “bundled” rents, is permissible when a PHA submits applications for two or more projects. There is no limit to the number of projects that a PHA may bundle. Notwithstanding the current funding level, the initial rents are set at the lower of: 110% of the fair market rent (FMR) or the PHA’s exception payment standard approved by HUD, or the alternate rent cap in a PHA’s MTW agreement Reasonable rent in comparison to the unassisted housing market An amount determined by current funding o Adjusted through rent bundling or reconfiguration of units.

ADJUSTING CONTRACT RENTS

Rent Increase

Contract rents will be adjusted annually by HUD’s Operating Cost Adjustment Factor (OCAF) at each anniversary of the HAP Contract, subject to the availability of appropriations for each year of the contract term. As such, section 8(o) (13) (I) of the Act and 24 CFR § 983.301 and 983.302, concerning rent determinations, shall not apply when adjusting rents. The rent to owner may at no

time exceed the reasonable rent charged for comparable unassisted units in private market, as determined by the Contract Administrator in accordance with 24 CFR § 983.303. Contract rents may not exceed the reasonable rent, with the exception that the contract rent for each unit may not be reduced below the initial contract rent under the initial HAP contract. However, the rent to owner may fall below the initial contract rent in the following situations: To correct errors in calculations in accordance with HUD requirements; If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to § 983.55 (Prohibition of excess public assistance); or If a decrease in rent to owner is required based on changes in the allocation of responsibility for utilities between the owner and the tenant. The contract rent adjustment will be the lesser of: The current contract rent increased by the operating cost adjustment factor (OCAF), which is published annually in the Federal Register The reasonable rent.

Rent Decrease

Rents must not be reduced below the initial rent except to correct errors, for additional subsidy to the property, or to realign utility responsibilities.

Notice of Rent Change

Rent adjustments are made on the contract anniversary date for all PBV units. Adjusted rents may not exceed the lower of the reasonable rent, or the contract rent increased by the operating cost adjustment factor (OCAF), except if the rent increase would result in a rent below the initial rent. Rents must not fall below the initial contract rent.

PHA-Owned Units [24 CFR 983.301(g)]

For PHA-owned PBV units, the annual redetermination of rent at the anniversary of the HAP contract are determined by the independent entity approved by HUD. Contract rents will be adjusted annually by HUD's Operating Cost Adjustment Factor ("OCAF) at each anniversary of the HAP Contract, subject to the availability of appropriations for each year of the contract term. As such, section 8(o) (13) (I) of the Act and 24 CFR § 983.301 and 983.302, concerning rent determinations, shall not apply when adjusting rents. The rent to owner may at no time exceed the reasonable rent charged for comparable unassisted units in private market, as determined by the Contract Administrator in accordance with 24 CFR § 983.303. However, the rent to owner shall not be reduced below the initial rent to owner for dwelling units under the initial HAP Contract.

An owner's request for a rent increase must be submitted to the Authority 60 days prior to the anniversary date of the HAP contract, and must include the new rent amount the owner is proposing.

AMENDMENTS TO THE HAP CONTRACT

Substitution of Contract Units [24 CFR 983.207(a)]

In certain mixed finance projects, the PHA may ask HUD permission to have assistance float among unoccupied units within the project that are the same bedroom size. The unit to which assistance is floated must be comparable to the unit being replaced in quality and amenities. For 504 accessible units, assistance may only float to another 504 accessible unit with the same bedroom size and features. If the PHA chooses to float units, units are not specifically identified on the HAP contract, rather the HAP contract must specify the number and type of units in the property that are RAD PBV units, including any excepted units. The property must maintain the

same number and type of RAD units from the time of the initial HAP contract execution forward. The PHA may not reduce the number of assisted units without HUD approval. Any HUD approval of a PHA's request to reduce the number of assisted units under is subject to conditions that HUD may impose. MTW agencies may not alter this requirement.

Addition of Contract Units [24 CFR 983.207(b)]

Project owners are required to make available for occupancy by eligible tenants the number of assisted units under the terms of the HAP contract. Reduction in HAP Contract Units Due to Vacancies [24 CFR 983.254(b)] The PHA may not reduce the number of assisted units without HUD approval. Any HUD approval of a PHA's request to reduce the number of assisted units under is subject to conditions that HUD may impose. MTW agencies may not alter this requirement.

HAP CONTRACT YEAR, ANNIVERSARY AND EXPIRATION DATES [24 CFR 983.207(b) and 983.302(e)]

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term. The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year. There is a single annual anniversary and expiration date for all units under a particular HAP contract. The anniversary and expiration dates for all units coincide with the dates for the contract units that were originally placed under contract.

UTILITY ALLOWANCES

When contract rent amounts are set initially, the amount does not include a utility allowances. In general, the utility allowances that are used on the initial HAP contract at closing are the public housing utility allowances that are in effect prior to conversion. The CHAP must be updated prior to conversion to reflect current public housing utility allowances. At its discretion, a PHA may use the FMRs and utility allowances in effect during the 30-day period immediately before the beginning date of the HAP contract. After conversion, unless a waiver is requested and approved by HUD, the PHA must maintain a utility allowance schedule for tenant-paid utilities in accordance with standard PBV and HCV utility allowance regulations at 24 CFR 983.301(f)(2)(ii) and 24 CFR 982.517 respectively. These utility allowances are effective for in-place families at recertification. The PHA may request a waiver from the PIH Field Office, however, in order to establish site-specific utility allowance schedules. MTW agencies would instead secure approval through their MTW Plan. To be approved, the PHA must show good cause that the utility allowance schedule for their voucher program would either: Create an undue cost for families because the utility allowance provided under the voucher program is too low, or Discourage conservation and efficient use of HAP funds because the utility allowance provided under the voucher program would be excessive if applied to the Covered Project The PHA must submit an analysis of utility rates for the community and consumption data of project residents in comparison to community consumption rates; and a proposed alternative methodology for calculating utility allowances on an ongoing basis. When, as a result of a RAD conversion, the project will experience an improvement in energy and water efficiencies, PHAs can submit UA projections performed by a professional engineer, based on the project's plans and specifications that, at a minimum, take into account specific factors including, but not limited to, unit size, building orientation, design and materials, mechanical systems, appliances, and characteristics of the building location. The

projections must be submitted in the RAD UA Projections.

The Authority will use the HCV utility allowance schedule for the RAD developments.

HOUSING ASSISTANCE PAYMENTS [24 CFR 983.351]

For a discussion of funding during the first year after the RAD conversion for units converting to PBV under RAD, see Notice PIH 2012-32, REV-2.

PART III - RESIDENTS RIGHTS AND PARTICIPANTS

PROHIBITED RE-SCREENING OF EXISTING TENANTS UPON CONVERSION

Current households are not subject to rescreening, income eligibility, or income targeting provisions. Consequently, current households will be grandfathered for conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion. For example, a unit with a household that was over income at time of conversion would continue to be treated as an assisted unit. Thus, 24 CFR § 982.201, concerning eligibility and targeting, will not apply for current households. Once that remaining household moves out, the unit must be leased to an eligible family. The Authority will make their best effort to appropriately size households throughout the conversion. Existing residents at the time of conversion may not be rescreened for citizenship status or have their social security numbers reverified.

Income Targeting [24 CFR 982.201]

The income targeting requirement does not apply to existing residents at the time of conversion. Subsequent new admissions count towards the PHA's calculation. In-Place Families [24 CFR 983.251(b)] For the RAD PBV program, in-place families means a family who lived in a preconversion property at the time assistance was converted from public housing to PBV under RAD.

RELOCATION REQUIREMENTS [24 CFR 983.7]

In some developments, in-place residents may need to be relocated as a result of properties undergoing repairs, being demolished and rebuilt, or when assistance is transferred from one site to another. RAD program rules prohibit the permanent, involuntary relocation of residents as a result of conversion. Residents that are temporarily relocated retain the right to return to the project once it has been completed. Relocation assistance provided to residents will vary depending on the length of time relocation is required. Residents must be properly notified in advance of relocation requirements in accordance with RAD program rules and Uniform Relocation Act (URA) requirements. Sample

informing notices are provided in Appendices 2-5 of PIH Notice 2014-17. In addition, PHAs must undertake a planning process that complies with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA), although not all relocations under RAD will trigger requirements under URA. URA statute and implementing regulations may be found at 49 CFR Part 24.

RESIDENT RIGHT TO RETURN

Any residents that may need to be temporarily relocated to facilitate rehabilitation or construction will have a right to return to an assisted unit at the development once rehabilitation or construction is completed. Where the transfer of assistance to a new site is warranted and approved residents of

the converting development will have the right to reside in an assisted unit at the new site once rehabilitation or construction is complete. Residents of a development undergoing conversion of assistance may voluntarily accept a PHA or Owner's offer to permanently relocate to another assisted unit, and thereby waive their right to return to the development after rehabilitation or construction is completed. RAD program rules prohibit the permanent, involuntary relocation of residents as a result of conversion. Residents that are temporarily relocated retain the right to return to the project once it has been completed. As part of the conversion process, the PHA must consider the best way to transition families who are already on the existing public housing waiting list to the new PBV waiting list. Considerations vary depending on whether the current public housing waiting list is system-wide or site-based and on what type of waiting list the PHA will adopt once units are converted. While special consideration must be given when initially establishing the RAD PBV waiting list, once the waiting list is established, requirements are the same in RAD PBV as in the regular PBV program.

RENEWAL OF LEASE

The PHA must renew all leases upon lease expiration, unless good cause exists. Consequently, 24 CFR § 983.257(b) (3) will not apply. This provision must be incorporated by the PBV owner into the tenant lease or tenancy addendum, as appropriate. The PHA must include resident procedural rights for termination notification and grievance procedures in the owner's lease. These requirements are not part of the regular PBV program but are required under RAD. Leases for residents who will remain in place (i.e., who will not be relocated solely as a result of conversion) must have an effective date that coincides with — and must be signed on or before—the effective date of the RAD PBV HAP contract.

Tenancy Addendum [HUD 52530-C]

The PBV owner and the family representative must sign the HUD form 52530-C Tenancy Addendum which is an attachment to the lease and outlines required lease provisions of the PBV program. PBV Statement of Family Responsibility [HUD 52578-B] A family representative must sign the HUD form 52578-B Statement of Family Responsibility and comply with obligations described therein, including participation in any required services.

SECURITY DEPOSIT [24 CFR 982.313 (a) and (b)]

Owners are permitted to recognize security deposit amounts that have been previously provided by tenants who are in-place at the time of the RAD conversion. Otherwise the security deposit requirements for standard PBV apply.

REEXAMINATIONS

A family living in a unit converted from public housing to RAD PBV will retain its certification date. Unless a family's annual reexamination is due at the same time as the effective date of the RAD PBV HAP contract, the PHA does not need to recertify tenants at the point of conversion. For each family residing in a unit undergoing conversion of assistance under RAD, the administering PHA will submit a HUD-50058 reflecting the family's admission to the voucher program. The effective date of the new admission will be the same as the effective date of the RAD PBV HAP contract.

PHASE-IN OF TENANT RENT INCREASES

If a tenant's monthly rent increases by more than the greater of 10 percent or $25 purely as a result

of conversion, the rent increase will be phased in over 3 years. To implement this provision, HUD is waiving section 3(a)(1) of the Act, as well as 24 CFR § 983.3 (definition of "total tenant payment" (TTP)) only to the extent necessary to allow for the phase-in of tenant rent increases. The Authority will implement a five-year phase-in for families whose rent increases by more than the greater of 10 percent or $25 as a result of the conversion as follows:

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 20% of difference between most recently paid TTP or flat rent and the Calculated PBV TTP
- Year 2: Year 2 Annual Recertification (AR) and any Interim Recertification (IR) prior to Year 3 AR – 40% of difference between most recently paid TTP and the Calculated PBV TTP
- Year 3: Year 3 AR and any IR prior to the 4th Year AR-60% of the difference between most recently paid TTP and the standard TTP
- Year 4:Year 4AR and any IR prior to Year 5 AR-80% if the difference between most recently paid TTP and the standard TTP
- Year 5 and all subsequent recertifications – Full Calculated TTP

FAMILY NO LONGER REQUIRES ASSISTANCE [24 CFR 982.455]

Current residents living in the property prior to conversion are placed on and remain under the HAP contract when TTP equals or exceeds gross rent. In this case, the family will pay with owner an amount equal to their TTP. The family will continue to pay this amount until/if circumstances change and HAP is paid on their behalf. In other words, assistance may subsequently be reinstated if the tenant becomes eligible for assistance. In such cases, the resident is still considered a program participant. All of the family obligations and protections under RAD and standard PBV apply to the resident. Likewise, all requirements with respect to the unit, such as compliance with the HQS requirements, apply as long as the unit is under HAP contract. Following conversion, the standard PBV regulations apply to any new families referred to the project.

PUBLIC HOUSING FSS AND ROSS PARTICIPANTS

Current PH FSS participants will continue to be eligible for FSS once their housing is converted under RAD, and PHAs will be allowed to use any PH FSS funds granted previously or pursuant to the FY 2013 PH FSS NOFA, to serve those FSS participants who live in units converted by RAD and who will as a result be moving to the HCV FSS program. A PHA must convert the PH FSS program participants at the covered project to their HCV FSS program. Residents who were converted from the PH FSS program to the HCV FSS program through RAD may not be terminated from the HCV FSS program or have HCV assistance withheld due to the participant's failure to comply with the contract of participation. Consequently, 24 CFR 984.303(b)(5)(iii) does not apply to FSS participants in converted properties. Current ROSS-SC grantees will be able to finish out their current ROSS-SC grants once their housing is converted under RAD. However, once the property is converted, it will no longer be eligible to be counted towards the unit count for future public housing ROSSSC grants.

RESIDENT PARTICIPATION AND FUNDING

Residents of covered projects converting assistance to PBVs will have the right to establish and

operate a resident organization for the purpose of addressing issues related to their living environment and be eligible for resident participation funding.

RESIDENTS PROCEDURAL RIGHTS

In addition to the regulations at 24 CFR § 983.257, related to owner termination of tenancy and eviction the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall not be less than:

- A reasonable period of time, but not to exceed 30 days:
    - If the health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
    - In the event of any drug-related or violent criminal activity or any felony conviction;
- 14 days in the case of nonpayment of rent; and
- 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

INFORMAL REVIEWS AND HEARINGS

Unlike in the standard PBV program, residents in converted projects have the right to request an informal hearing for issues that adversely affect the resident's rights, obligations, welfare, or status with both the PHA and the project owner.

In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi), 31 an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a Project Owner action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.

- For any hearing required under 24 CFR § 982.555(a)(1)(i)-(vi), the contract administrator will perform the hearing, as is the current standard in the program.
- For any additional hearings required under RAD, the Authority will perform the hearing.

An informal hearing will not be required for class grievances or to disputes between residents not involving the Authority (as owner) or contract administrator. This hearing requirement shall not apply to and is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the Project Owner (as owner) or contract administrator. The Project Owner (as owner) give residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi). The Authority (as owner) provide opportunity for an informal hearing before an eviction.

Non-Compliance with Supportive Services Requirement [24 CFR 983.257(c), FR Notice 11/24/08]

Under RAD, the requirement that a family must actually receive services to reside in a unit where families receive supportive services differs. Families living in units that will convert under RAD must be given the option to receive supportive services. If such services are declined by the household, the unit shall remain under the HAP contract, the household shall not be terminated from the PBV program, and the decision to decline an offer to receive supportive services shall

not represent a ground for lease termination. Once the initial household residing in the excepted unit under RAD vacates such unit, all PBV program requirements related to the required receipt of supportive services shall apply.

EARNED INCOME DISREGARD

Tenants who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID after conversion, in accordance with regulations at 24 CFR § 5.617. Upon the expiration of the EID for such families, the rent adjustment shall not be subject to rent phase-in, as described in this policy. instead, the rent will automatically rise to the appropriate rent level based upon tenant income at that time. Under the Housing Choice Voucher program, the EID exclusion is limited to only persons with disabilities (24 CFR § 5.617(b)). In order to allow all tenants (including non-disabled persons) who are employed and currently receiving the EID at the time of conversion to continue to benefit from this exclusion in the PBV project, the provision in section 5.617(b) limiting EID to only disabled persons is waived. The waiver and resulting alternative requirement only applies to tenants receiving the EID at the time of conversion. No other tenant (e.g., tenants who at one time received the EID but are not receiving the EID exclusion at the time of conversion (e.g., due to loss of employment); tenants that move into the property following conversion, etc.,) is covered by this waiver.

WHEN TTP EXCEEDS GROSS RENT

Following conversion, 24 CFR § 983.53(d) applies, and any new families referred to the RAD PBV project must be initially eligible for a HAP payment at admission to the program, which means their TTP may not exceed the gross rent for the unit at that time. Further, a PHA must remove a unit from the contract when no assistance has been paid for 180 days. If units are removed from the HAP contract because a new admission's TTP comes to equal or exceed the gross rent for the unit and if the project is fully assisted, HUD is imposing an alternative requirement that the PHA must reinstate the unit after the family has vacated the property. If the project is partially assisted, the PHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR §983.207 or, where "floating" units have been permitted.

UNDER-OCCUPIED UNIT

If a family is in an under-occupied unit under 24 CFR § 983.260 at the time of conversion, the family may remain in this unit until an appropriate-sized unit becomes available in the Covered Project. When an appropriate sized unit becomes available in the Covered Project, the family living in the under-occupied unit must move to the appropriate-sized unit within a reasonable period of time, as determined by the administering Authority. In order to allow the family to remain in the under-occupied unit until an appropriate-sized unit becomes available in the Covered Project, 24 CFR § 983.260 is waived.

CHOICE MOBILITY VOUCHERS

If the family has elected to terminate the assisted lease at any time after the first year of occupancy in accordance with program requirements, the PHA must offer the family the opportunity for continued tenant based rental assistance, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance, if available. The Authority will apply a turnover cap of available Housing Choice Vouchers for RAD PBV families who wish to exercise mobility. For each calendar year, the Housing Choice Voucher program will limit the number of any choice-mobility moves from any given property to 20%

The Authority will maintain a waiting list for all RAD PBV families wishing to exercise mobility after one year of tenancy.

PART IV - HOUSING QUALITY STANDARD INSPECTIONS ANNUAL/BIENNIAL INSPECTIONS [24 CFR 983.103(d); FR Notice 6/25/14]

Housing Quality Standards (HQS) apply to the standard and RAD PBV program. At least once every 24 months during the term of the HAP contract, the PHA must inspect a random sample consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections are not counted toward meeting this inspection requirement. The PHA will inspect on an annual basis a random sample consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.

INITIAL HQS INSPECTION [24 CFR 982.401(a)]

The RAD PBV program follows the same inspection requirements as the standard PBV program with the exception that RAD PBV units must meet HQS no later than the date of completion of initial repairs as indicated in the RAD Conversion Commitment (RCC). All turnover units must be inspected prior to leasing to an eligible family from the HAMC waiting list.

PHA-OWNED UNITS [24 CFR 983.51(e) and 983.59]

For units converting to RAD PBV, housing quality standards inspections must be conducted by an independent entity approved by HUD.

SECTION EIGHT MANAGEMENT ASSESSMENT PROGRAM (SEMAP) INDICATORS [24 CFR 985.3 and form HUD-52648]

All SEMAP indicators apply to both the standard and RAD PBV programs with the exception of SEMAP Indicator 12: Annual HQS Inspections. PBV HQS inspection requirements only call for a random sample of 20 percent of the units in each project to be inspected annually.

PART V - APPLICATIONS, WAITING LIST AND BRIEFINGS APPLICATIONS

Projects will take applications according to the Authority's Administrative Plan.

ORGANIZATION OF THE WAITING LIST [24 CFR 983.251(c)]

The Authority will maintain a PBV-RAD program-wide wait list and organize the waiting list according to Authority's Administrative Plan, which is based on time and date of application and the applicability of preferences. Applicants from the current public housing waiting list will be transferred to the PBV program-wide waitlist maintaining the date and time of their application to the original waiting list.

If a family refused the Authority's offer of PBV assistance, sub assistance refusal does not affect the family's position on the waiting list for other tenant-based assistance.

PREFERENCES

The following local preferences shall apply for selecting applications from the PBV-RAD waiting list:

Residential Preference-50 points

A preference will be given to applicants whose head, co-head, or spouse are residents or, working in, or hired to work in the Borough of Glassboro. An applicant who is a resident of or works in the Borough of Glassboro of the Authority on the day their application is received by the Authority will be eligible for the local preference. If the applicant does not live or work in the Borough of Glassboro at the time of eligibility determination, they retain the local preference effective the date the application was received by the Authority. An applicant who is homeless will receive a local preference if they can document to the satisfaction of the Authority that they lived or worked in the Borough of Glassboro immediately prior to becoming homeless. Applicants who have been notified that they are hired to work in a residency preference area are treated as residents of the residency preference area. An applicant, who lives and works outside the Borough of on the day their application is received, will be entitled to the local preference if they notify the Authority in writing they moved into or began working in the Borough of Glassboro. The applicant must, at the time of eligibility determination, live or work within the operating jurisdiction of the Borough of Glassboro to be entitled to the preference.

Elderly/Disabled-1 Point

A preference will be given to applicants whose head, co-head, or spouse are elderly. Elderly shall be defined as 62 years or older. A birth Certificate will be used to verify the application of this preference. A preference will be given to an applicant if the head of household, co-head or spouse, or sole member is a person with disabilities; or two or more adult persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. A person who is under a disability, as defined in Section 233 of the Social Security Act (42 U.S.C. 423), or who has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001 (7)). People who are diagnosed with alcoholism or drug abuse are not part of the definition of disabled. Verification of disability is required.

Veteran-1 Point

A preference will be given if the head, spouse, or co-head is a person who served in the military, naval or air service and who was discharged or released therefrom under condition other than dishonorable. A DD214 will be required to verify entitlement to this preference.

Employed-25 Points

A preference will be given if the head, spouse, or co-head is employed. Employed shall be defined as working at least 20 hours a week. an applicant must be given the benefit of the working family preference if the head and spouse , or sole member is age 62 or older, or is a person with disabilities. Verification of employment is required.

Victim of Hate Crime-1 point

A preference will be given if the head, spouse, or co-head is a victim of a hate crime. Hate crime shall be defined as actual or threatened violence or intimidation that is directed against a person or his or her property and that is based on the person's race, color, religion, sex, national origin, handicap or familial status. The hate crime must be of a recent and continuing nature. Verification of victim status must be demonstrated through court documentation or police records.

OCCUPANY STANDARDS

Occupancy standards are established by the Authority to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while

preserving them under underutilization. The following Standards will determine the number of bedrooms required to accommodate a family of a given size:

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

ASSIGNMENT POLICIES

It is the intention of this Assignment Policy to maximize the use of RAD-PBV Units and to reduce vacancy loss.

1. Once the applicants have been determined eligible by the Authority, the Authority shall make offers to eligible applicants generally in the order the files were determined eligible. The date and time of application function as a tiebreaker for all files received on the same date.

The Authority may temporarily skip over applicants determined eligible for the following reasons:

- To satisfy income targeting requirements,
- Not to exceed 15% or 25% of low-income admissions;
- To fill a mobility impaired unit with an approved applicant needing the particular features of the unit;
- For an applicant who has not completed the screening process or whose file is not current.

The applicants that were temporarily skipped will be offered an available unit as soon as the particular requirement has been fulfilled. The Authority is responsible for monitoring the Income Targeting and other income requirements as specified in this policy.

2. Prospective tenants will be assigned to dwelling units in accordance with the Authority's assignment policy to assure equal opportunity and nondiscrimination on the grounds of race, color, sex, national origin and to avoid segregation.

- If there is a suitable vacant unit in more than one location, the applicant shall be offered the unit at the location which contains the largest number of vacancies. If the applicant rejects the first vacancy offered he/she shall be offered a suitable unit at the location containing the next highest number of vacancies. If the applicant rejects two offers, he/she shall be placed at the bottom of the wait list.

The Authority shall make all such offers in sequence and there must be a rejection of a prior offer before the applicant may be offered the second location.

"Bottom of the waiting list" means that the applicant will be assigned a new date/time, that is

the date/time on which the applicant rejected the second offer.

"Location" shall refer to one of the three RAD-PBV buildings.

- If there is only one location at which a suitable a vacancy exists, the applicant shall be offered a unit at that location and if he/she rejects such offer, he/she shall be given a second offer of a suitable vacancy as soon as one becomes available. If he/she rejects the second offer he/she shall be moved to the bottom of the waiting list.
- If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence ("good cause") that acceptance of the offer of a suitable vacancy will result in undue hardship not related to considerations of race, color, sex, religion or national origin, the applicant will not be dropped to the bottom of the list. 1. Examples of "good cause" for refusal of an offer of housing are:
    - Inaccessibility to source of employment, education, or job training, children's day care, or educational program for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities; • The family demonstrates that accepting the offer will place a family member's life, health or safety in jeopardy. The family must provide specific and compelling documentation such as restraining orders, other court orders, or risk assessments from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption; • A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member; • The unit has lead paint and the family has children under the age of seven;• The unit is inappropriate for the applicant's disabilities.

3. The Authority shall maintain a record of the vacancies offered, including location, date, and circumstances of each offer and each rejection or acceptance.

4. Applicants must accept or refuse a unit offer within 3 business days of the date of the unit offer. Offers and rejections made verbally will be confirmed in writing.

5. The Authority will take reasonable nondiscriminatory steps to maximize the utilization of accessible units by eligible individuals whose disabilities requires the accessibility feature of a particular unit. When an accessible unit becomes vacant, before offering such units to a non-disabled applicant the Authority must offer such units:

- First, to a current resident of another unit of the same development, or other public housing development under the Authority's control, who has a disability that requires the special features of the vacant unit and is occupying a unit not having such features, or if no such occupant exists, then Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

INCOME TARGETING

Not less than 75% of families admitted into the program during the Authority's fiscal year from the waiting list shall be extremely low-income families.

TENANT SCREENING

The Authority will conduct any screening for family selection in accordance with the policies states in the Administrative Plan. The owner is responsible for screening and selection of family to occupy the units. The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low income families and reasonably related to program eligibility and an applicants ability to perform the lease obligations.

BRIEFINGS AND FAMILY OBLIGATIONS

HUD regulations require the PHA to conduct mandatory briefings for applicant families who qualify for assistance in a PBV unit. The briefing provides a broad description of owner and family responsibilities and the PHA's procedures. The briefing contains both an oral briefing and an information packet. The oral briefing shall include information on the following: A description of how the program works, and family and owner responsibilities. The information packet shall include the following: How the Authority determines the total tenant payment for a family; family obligations under the program and applicable fair housing information. Accommodations will be made for persons with disabilities or with limited English proficiency as necessary and appropriate.