



11/01; REV 05/11, 5/17

## **LANDLORD MANUAL**

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May 8, 2017



**Re: Landlord Polices**

Dear Landlord:

The Housing Authority of Gloucester County invites you to explore new content on its website, ([www.HAGC.org](http://www.HAGC.org)) which now includes many valuable resources for landlords.

Further, the HAGC would like to highlight some important policies impacting landlords.

**Prohibition on Over Payments**

Please be reminded that landlords who participate in the Section 8 Program are expressly prohibited by both HUD regulations and the Housing Assistance Payments Contract from charging and/or collecting more rent from their tenant that the amount stipulated in the HAP Contact. The Housing Authority of Gloucester County will strictly enforce this restriction and report such actions to the Office of Inspector General, HUD.

**Contract Rent Increases**

HAGC has the responsibly to ensure that the amount of rent to an owner is reasonable such that a fair rent is paid for units selected for participation in the voucher program. After the initial term of the lease, an owner may request an increase the contract rent. The owner must notify HAGC in writing of the requested increase at least 60 days prior to the expiration of the current contract. Requests received after the deadline will not be honored. Changes in rent are subject to HAGC's rent reasonableness requirements.

By accepting each monthly payment from HAGC, an owner certifies that the rent to owner is not more than the rent charged by the owner for comparable unassisted units.





## **Abatement of Housing Assistance Payments**

Under certain circumstances, HAGC may abate the payment of Housing Assistance Payments. Abatement means the rental assistance is not paid to the landlord due to non-compliance with the Housing Assistance Payments (HAP) Contract. In accordance with your HAP Contract, the Authority has the right to abate all contracts with a particular landlord even if only one contract is not in compliance. The Authority will try to avoid doing this whenever possible. Contracts may be placed on hold for reasons such as non-compliance of participants with programmatic regulations, missing paperwork and/or signatures of either the participant or the landlord.

Most abatements occur due to non-compliance with Housing Quality Standards resulting in a failed inspection. The repair letter mailed to the landlord clearly shows an abatement date. If repairs are not made by the specified abatement date, the abatement (non-payment of rental assistance) will begin with the very next month's assistance. For example, if the abatement date on the repair letter is February 22 and the repairs are not made by that date, the March 1 rental assistance will be abated. Upon notification of the repairs being completed and an inspection or alternative means of verification the repairs were made the abatement will cease.

The caseworkers mail the contracts to the landlords for signature with a specified deadline, which is prior to the effective date of the lease and HAP Contract. Many landlords have become very lax in returning the documents. It is crucial the properly signed paperwork be returned by the specified deadline. Otherwise landlords are at risk of abatement. For the convenience of the landlord, the Authority will provide a self addressed envelope for easy return of the documents.

## **Providing Notice to HAGC**

In accordance with the HAP Contract, owners have an obligation to notify HAGC if a tenant vacates the unit. The HAP contract terminates automatically if the family moves from the contract unit. The HAP contract also terminates automatically if the lease is terminated by the owner or the tenant. Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract.

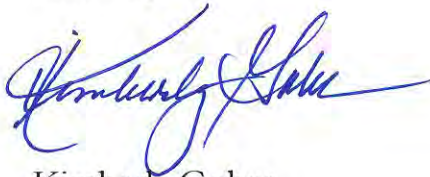
Owners also must give HAGC a copy of any owner eviction notice at the same time the owner notifies the tenant. Please supply HAGC all Notice to Cease and Notice to Quit at the time the tenant is provided the same notice.

## Subsidy Standards and Unit Selection

The family unit size as determined under HAGC's subsidy standard is used to determine the maximum rent subsidy for a family assisted in the voucher program. Families may select larger units than listed on their vouchers. However, at the time HAGC 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 may not exceed 40% of the family's adjusted monthly income. Families may also select smaller units than listed on their voucher if the units selected have at least one bedroom or living/sleeping room for each two persons in the household.

It is necessary for HAGC to strictly enforce the above procedures in order to comply with Federal regulations and reporting requirements established by the U.S. Department of Housing and Urban Development. HAGC appreciates your continued participation in the voucher program.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kimberly Gober', written in a cursive style.

Kimberly Gober  
Executive Director



**HOUSING AUTHORITY OF GLOUCESTER COUNTY  
100 POP MOYLAN BLVD  
DEPTFORD, NEW JERSEY 08096**

**SECTION-8 BROCHURE FOR OWNERS**

**INTRODUCTION**

Thank you for your interest in becoming a landlord with the Housing Authority of Gloucester County's Section 8 Housing Choice Voucher (HCV) Program. Your participation in the program plays an important role in offering stable housing to members of the community. This Owner's manual will serve as a guide to HAGC's HCV program and includes key rules governing the program as well as the rights and obligations of the parties involved.

The Section 8 Housing Choice Voucher (HCV) Program is a federally funded program and is administered by the Housing Authority of Gloucester County. The Voucher Program provides housing assistance to eligible low-income families. The Voucher Program enables families to obtain decent, safe and sanitary housing by subsidizing a portion of each family's monthly rent and paying it directly and promptly to the property owner. Participants are able to find their own housing, including single-family homes, townhouses and apartments. The participant is free to choose any housing that meets the requirements of the program and is not limited to units located in subsidized housing projects.

Paperwork is minimal and the owner retains normal management rights and responsibilities including tenant selection, rent collection, property maintenance and lease termination.

The Housing Authority of Gloucester County has been operating the Section 8 tenant based assistance programs since 1986. Approximately 1,928 families are already receiving Section 8 tenant based assistance through the Voucher Program.

**WHO PARTICIPATES IN THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM**

The Section 8 Housing Choice Voucher Program assists low-income families. These include elderly, disabled and very low income families. The Authority selects families from its waiting list who meet income and other eligibility requirements. A participating family may choose to remain in its current unit or move to another unit.

**HOW IS RENTAL ASSISTANCE PROVIDED**

The Authority calculates the amount of assistance each family receives. The level of assistance is based on family size and income. The family share of rent is approximately 30 percent of its income toward rent. When a family finds a unit and signs a lease, the Authority signs a Housing Assistance Payments Contract with the owner. Each month the authority makes housing assistance payments directly to the owners. These payments are guaranteed monthly income to the owner as long as the family living in the units remain qualified and the unit meets program requirements.

**Housing Assistance Payment Contracts (HAP)**

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





Assistance Payments Contract, to the landlords. 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 because HUD is late in transferring the funds or for any other reasons beyond the control of the Authority, the Authority shall not be held responsible for late fees.

### WHAT ARE THE FAMILY'S RENT RESPONSIBILITIES

The family must pay all rent and utilities that are not covered by the housing assistance payment. Because the family is receiving assistance, the rent burden is reduced and the family should be able to pay its rent more easily and on time.

### LIMITATIONS ON RENT IN THE EXISTING HOUSING PROGRAMS

The owner must to charge a reasonable market rent for the unit based upon its size, location and amenities. Upon seeking the written approval of the Authority, The owner may adjust the rent annually. The Authority will ensure that the rent is reasonable. However, because each participant receives a fixed amount of assistance, the portion of the rent paid by the Authority will not necessarily increase with the rent. The family must decide how much rent it is willing and able to pay. There is a Payment Standard for each bedroom size. If the owner sets the rent over the Payment Standard, the tenant must pay that additional rent, in addition to their portion, which is about 30 percent of the tenant's monthly adjusted gross income. Tenants moving into a new unit cannot pay more than 40 percent of adjusted income towards the rent. As an owner, you may wish to discuss the rent with a prospective tenant to make sure it is within the family budget.

### OWNER PARTICIPATION

Once you have made the decision to participate as a landlord/owner in the HCV program, you will be asked to complete the following steps:

#### **1. Complete Request for Tenancy Approval and Provide Copy of Proposed Lease Agreement to Authority.**

When a family finds a suitable unit and the owner is willing to lease the unit under the HCV program, the family will submit to the Authority a completed Request for Tenancy Approval, which is HUD form. The owner will also submit a copy of the proposed lease Agreement, including the HUD prescribed tenancy addendum. A sample Request for Tenancy Approval is available in the Owner's Manual.

- 1) The Request for Tenancy Approval- This form should be completed and provided to the Authority with information about the proposed unit. (The Authority gives the Request for Tenancy Approval form to the family.) The Request for Tenancy Approval Form includes the following: Distribution of utilities and appliances; Certification that the rent charged for the Voucher Program tenant is not more than the rent charged for unassisted units; Certification that the owner is not a prohibited relative of any family member; Lead-based paint disclosure; Notice that the Authority has not screened the family for behavior and suitability for tenancy. The Authority will review the Request for Tenancy Approval to ensure that the rent is reasonable and affordable to the family.
- 2) A written lease is required. The Authority provides owners with a standard lease which conforms with the program requirements, as well as State and local tenant-landlord laws. Owners who choose to use their own lease form must submit it to the Authority for review and approval. All owners must agree to use a Tenancy Addendum form provided by HUD. The Tenancy Addendum sets forth tenancy requirements for the program. The tenant has the right to enforce the Tenancy Addendum against the owner and the Addendum



shall prevail over any other provisions of the lease. If an owner uses a standard lease form for unassisted tenancies on the premises, the lease for the assisted tenancy must be the same standard form.

Please note the unit to be leased must be eligible for assistance under the HCV Program. Ineligible housing includes: Public Housing, Indian Housing, Section 8 Project-based unit, Nursing homes, Care homes, Medical Facilities, College & School dormitories, Units on grounds of public/private institutions (Penal, reformatory, medical) and Owner occupied units.

## **2. New Owners must Provide Proof of Ownership**

In addition to the owner's certification on the Housing Assistance Payments Contract, it is the policy of the Authority 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. 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 and complete a W-9.

## **3. Owners Will be Screened for Eligibility to Participate and Either Approved or Disapproved.**

For the purposes of owner approval or disapproval, the term owner includes a principal or other interested party. If an owner is not approved for participation in the HCV or for the particular unit, the owner will be notified by the Authority in writing. The owner The Authority must not approve an assisted tenancy if the owner is a parent, child, grandparent, grandchild, sister or brother of an- member of the family unless approving the unit would provide a reasonable accommodation for a family member with disabilities. The Authority will also disapprove of owners for the following reasons:

- The Authority is required to deny approval by state law;
- 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;
- A court or administrative agency has determined that the owner violated the Fair Housing Act;
- 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;
- The Authority has been notified that the owner is debarred, suspended, or subject to a limited denial of participation under 2 CFR part 2424 (Non-procurement Debarment and Suspension);

Further, in the following circumstances, the Authority may deny approval of an assisted tenancy of the following reasons:

- The owner is not willing to make the necessary repairs for the unit to conform to Housing Quality Standards or the owner will not permit the Authority's staff to perform a Housing Quality Standards Inspection.
- The owner has a history or practice of noncompliance with Housing Quality Standards for tenant-based programs, or housing standards for project-based assistance under any Federal housing program, including a failure to make timely utility payments
- The owner has committed fraud, bribery, or any other corrupt or criminal act involving any Federal housing program.
- The owner has engaged in drug trafficking.
- The owner has a history or practice of renting units that fail State or local housing codes.





- The owner has not paid State or local real estate taxes, fines, or assessments.
- The owner has refused (or has a history of refusing) to evict families for drug-related or violent criminal activity or for activity that threatens the health, safety, or right of peaceful enjoyment of the premises by tenants, employees of the owner, or neighbors.
- The owner has engaged in any drug related or violent criminal activity
- The owner has violated obligations under the Section 8 HAP contract
- The owner has a history or practice of harassing or threatening tenants or the Authority's staff

#### **4. Requested Rent Amount is Reviewed by HAGC**

As stated in the above Section "Limitations on Rent", HUD requires rents to be reasonable and affordable to participants in the HCV program. To determine rent reasonableness the Authority will compare the rent for the voucher unit to rents for similar unassisted units in the marketplace and the rent to similar units on the premises. Further, if the owner sets the rent over the Payment Standard, the tenant must pay that additional rent, in addition to their portion, which is about 30 percent of the tenant's monthly adjusted gross income. Tenants moving into a new unit cannot pay more than 40 percent of adjusted income towards the rent.

The Lease may not require the family members to pay charges for meal and supportive services, and non-payment of such charges is not grounds for termination of tenancy. The owner may not charge the tenant extra amount for items customarily include in the in the locality or provided at no additional cost to unsubsidized tenants in the premises. The owner and the family will negotiate the rent to owner and the Authority may assist in the negotiations at the request of the family.

#### **5. Unit Must Pass a Housing Quality Standards Inspection**

HAGC's Inspector will conduct an inspection to ensure the unit meets the Housing Quality Standards. Owners will be notified if the unit passes or fails inspection and will be provided with a list of items to be corrected and a reasonable an opportunity to cure deficiencies.

#### **6. Housing Assistance Payments Contract is executed with HAGC.**

The HAP contract represents a written agreement between the Authority and the owner of the dwelling unit occupied by an assisted family. The Authority will use its best efforts to execute the HAP contact before the beginning of the lease term. The HAP contract must be executed no later than 60 calendar days from the beginning of the lease term. If the HAP contact is executed during the period of 60 calendar days from the beginning of the lease term, the Authority will make Housing Assistance Payments after the execution of the HAP contact to cover the portion of the lease term before the HAP was executed (maximum of 60 days). The term of the HAP contract begins on the first day of the term of the lease and end on the last day of the term of the lease. The HAP contract terminated if the lease terminates. Please refer to the above section on HAP Contracts for information. A sample HAP Contact is also available in the Owner's Manual.

### **TENANT SELECTION AND LEASING YOUR UNIT**

#### **LANDLORD OBLIGATIONS**

The role of the landlord in the Voucher Program is to provide decent, safe, and sanitary housing to a tenant at a reasonable rent. The dwelling unit must pass the program's Housing Quality Standards and be maintained up to those standards as long as the owner receives housing assistance payments. In addition, the landlord is expected to provide the services agreed to as part of the lease signed with the tenant and the HAP contract signed with the Authority.



## SCREENING AND SELECTING TENANTS

As an owner, you are responsible for using your normal tenant selection procedures to screen and select prospective tenants. The Authority will certify that the family is eligible for the HCV program and will provide the owner with the family's last known address, current landlord, and prior landlord, if known.

The Authority 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.

## SECURITY DEPOSIT

Under the Housing Choice Voucher Program, owners are allowed to charge a full month's rent for the security deposit. The Authority may prohibit security deposits in excess of the private market practice and in excess of amounts charged by the owner to unassisted tenants.

## HOUSING CONDITION

Before the beginning of the initial term of the lease for a unit, the Authority must have completed an inspection of the unit and determined that the unit satisfies the health, safety, security and occupancy standards of the program. These standards are known as "Housing Quality Standards". If any deficiencies are noted during the inspection, the owner must complete repairs and obtain a Certificate of Occupancy from the local municipality. Owners must also comply with local landlord licensing ordinances.

## ANNUAL REDETERMINATIONS AND UNIT INSPECTIONS

Annually, the Authority must review the family's income and family composition to determine the portion of rent paid by the family and the portion paid by the Authority.

The Authority shall require that all assisted units be maintained in accordance with Housing Quality Standards, as established by HUD. Biennial inspections, and inspections prior to commencing housing assistance payments contracts for units with landlords, are performed in accordance with the HQS performance requirements and acceptability criteria. The Authority will notify the owner and the family of the HQS determination. Failed items must be verified as corrected before the beginning of the initial lease term and prior to the HAP contract execution.

### Special Inspections

Special inspections also may be performed at the request of the owner, family or as determined by the Authority.

### Repairs

Owners shall be given a reasonable amount of time to make repairs to units, in accordance with Federal rules and regulations. The Authority may grant extensions of time to make repairs upon the request of the owner. All life-threatening HQS deficiencies must be corrected within 24 hours from the inspections. Non-life threatening HQS deficiencies must be corrected within 30 days from the date of the inspection. If the violations are not corrected by the deadline date, the Authority may suspend payment or terminate the HAP Contract. These procedures place ultimate responsibility for the correction of any HQS violation found during an inspection with the owner.. The Authority may terminate assistance to a family because of HQS breach caused by the family. It is the owner's responsibility to notify the Authority when repairs have been made. Upon doing so, the Authority will schedule an inspection of said repairs to determine if the unit meets the HQS.



Abatement of Housing Assistance Payments

When a unit fails to meet the HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within the required timeframe, 24 hours or 30 days, 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 they have notified the Authority that the repairs had been made. The Authority may ask the owner to provide documentation to support that the repairs have been made.

TERMINATION OF THE LEASE/EVICTIONS

An owner may terminate the lease (and evict the family, if necessary) if the family violates the lease, applicable federal, state or local laws, or for other good cause. (The Housing Assistance Payments Contract limits terminations for other good cause during the first year of the term of the lease.) The owner and the family can mutually decide to terminate the lease at any time. If an owner decides to begin eviction proceedings against a family, standard procedures required by State and local law must be followed. Owners must give written notice to the family stating the grounds for the proposed eviction. Owners must also provide a copy of the written notice to the Tenant Processing Center of the Housing Authority of Gloucester County.

FAMILY INELIGIBILITY OR VOLUNTARY TERMINATION

If the family becomes ineligible for assistance, the Authority must terminate the Housing Assistance Payments Contract. However, owners may continue to lease to families without receiving assistance payments from the Authority (that is, the families would pay the entire rent). If a family decides to move from the unit and the owner wishes to continue participating in the program, the owner may contact the Authority and ask the Tenant Processing Center to refer prospective tenants to you.

SALE OF PROPERTY

The owner must contact the Authority prior to the sale of any units under a Housing Assistance Payments Contract. The Housing Assistance Payments Contract terminates upon the sale; however, the Authority may transfer the contract to the new owner, if approved by the Authority to provide uninterrupted rental assistance payments. Termination of the Housing Assistance Payments Contract upon the sale of a property does not terminate the right to continued occupancy by an otherwise qualified tenant in accordance with N.J. Statutes.

The Housing Assistance Payments Contract cannot be assigned to a new owner without the prior written consent of the Authority. An owner under a Housing Assistance Payments contract must notify the Authority in writing prior to a change in the legal ownership of the unit. The owner must supply all information as requested by the Authority 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 the Authority finds acceptable.

REIMBURSEMENT FOR UNPAID RENT AND DAMAGES

When a rental assisted family vacates the unit, the owner may retain the Housing Assistance payment for the month in which the family moves. Owners must notify the Authority immediately when a family moves or otherwise vacates a unit so that no further regular subsidy payments are made.



The owner may use the security deposit as reimbursement for any unpaid rent or damages caused by the family. The owner must provide the family with a written list of all items and amounts charged against the security deposit. After deducting any amounts owed, the unused balance must be promptly refunded to the family. If the security deposit collected is insufficient to cover the claim, the owner must deal directly with the family to collect the reimbursement. State and local law govern the rights and responsibilities of owners and tenants regarding security deposits.

### FAIR HOUSING LAW

Legislation contained in the Civil Rights Act of 1998, Title VIII, as amended, is commonly referred to as the Fair Housing Act. This law established a national policy of provide fair housing throughout the United States. The Fair Housing Act prohibits discrimination in housing because of: Race; Color; National Origin; Religion; Sex; Disability and Family Status (the presence of children). In the Sale and Rental of housing, no one may discriminate against families based on the above categories by taking the following actions: Refusal to rent or sell housing; Refusing to negotiate housing; Making housing unavailable; Deny a dwelling; Setting different terms, conditions or privileges for sale or rental of a dwelling. Fair housing is a right afforded all persons seeking housing, whether they are HCV participants or private market renters. Owners and landlords are obligated to comply with the law that guarantees this right.

**This information is intended to provide owners with an overview of how the Section 8 Housing Choice Voucher Program operates. Owners should read in detail the Housing Assistance Payments Contract and Tenancy Addendum before signing an agreement on behalf of an assisted family. For more information please contact:**

**HOUSING AUTHORITY OF GLOUCESTER COUNTY  
TENANT PROCESSING CENTER  
100 POP MOYLAN BLVD  
DEPTFORD, NEW JERSEY 08096**





TOPIC	HOUSING CHOICE RENTAL VOUCHERS
SUBSIDY	The PHA first calculates the maximum subsidy and what the tenant pays varies with the actual gross rent.
RENT REASONABLENESS	The PHA <u>must</u> inform the family if the rent is unreasonable compared to rents of similar units; <u>must</u> assist in rent negotiations if the family requests and may reject an unreasonable rent.
FAIR MARKET RENTS (FMR)	There is no Fair Market Rent limitation for the Housing Choice Voucher Program
PAYMENT STANDARDS	The PHA determines the Payment Standard, which is used to calculate the family's subsidy. The Payment Standard may be between 80-110% of the FMR.
FAMILY SHARE	The portion of rent and utilities paid by the family. The family share is calculated by subtracting the amount of housing assistance payment from the gross rent.
RENT INCREASES	The owner must notify the PHA (in writing) of an increase in rent at least 60 days before the change is to be effective. Please see above section on Rent Increases.
PORTABILITY	Vouchers have national portability.
SECURITY DEPOSIT	Owners are allowed to charge a full month's rent. Housing Authority prohibits amounts in excess of private market practice or in excess of amounts charged by owner to unassisted tenants.
DAMAGES/UNPAID RENT*	Owner may collect balance not covered by security deposit from family only. HAGC is not responsible to pay owners for damages or unpaid tenant portion of rent.



**SHORT DESCRIPTION OF HOUSING PROGRAMS  
OPERATED BY  
THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

**1. HOUSING AUTHORITY OF GLOUCESTER COUNTY RENTAL  
HOUSING ASSISTANCE PROGRAMS ARE:**

**A. Section 8 Housing Choice Voucher Program  
Tenant Based Assistance for Elderly/Disabled/Families**

The applicant must be certified eligible for housing assistance after meeting Federal qualifications. After completing the certification process, the applicant is issued a Section 8 Housing Choice Voucher. The qualified applicant/tenant seeks a private rental housing unit within the operating jurisdiction of the Authority or other area subject to Department of HUD Portability Rules. The Voucher holder is responsible for finding a unit, discussing the lease, lease terms and rent with the owner or owner's agent and reports the information gathered to the HAGC staff by submitting a Request for Tenancy Approval Form. The rental unit must be of appropriate size for the family. The rental unit must be inspected and meet Housing Quality Standards. The owner must be willing to enter into at least a one (1) year housing assistance payments contract with the Authority. The tenant generally pays 30% of their adjusted income for rent. The Authority pays the balance of the rent up to the Payment Standard. In most cases, the family contribution to rent and utilities may not exceed 40% of the family's monthly adjusted income. The rent must meet the rent reasonableness criteria and be approved the Authority.

**B. Section 8 Moderate Housing Rehabilitation Program  
Unit Based Assistance for Elderly/Disabled/Families**

The applicant must be certified eligible for housing assistance, after meeting Federal qualifications. After completing the certification process, the qualified applicant is issued a Statement of Family Responsibility by the Authority for a particular dwelling unit in a particular building under contract with the Authority. The tenant generally pays 30% of adjusted income for rent and utilities and Authority pays the balance of contract rent to the property owner. The Statement of Family Responsibility is not transferable. The Housing Subsidy under the Section 8 Mod Rehab program remains with the unit. If the family moves, they lose their housing subsidy.



2. **AUTHORITY OWNED/OPERATED HOUSING IN WHICH TENANTS PAY 30% OF THEIR ADJUSTED INCOME FOR RENT:**

**A. Colonial Park Apartments  
Unit Based Assistance (Elderly or Elderly Disabled Only)**

Colonial Park Apartments, located at 401 South Evergreen Avenue, Woodbury, NJ is a Section 8 “New Construction” Program for very low income elderly families. The building contains two hundred (200) one-bedroom apartments, of which twenty (20) are modified for physically disabled person(s). Admissions are limited to households whose head or spouse are 62 years of age or older. Applicants with physical disabilities will be given priority consideration for units with physical modifications suited for their disability.

**B. Public Housing – Unit Based Assistance (Family/Elderly)**

The Authority owns and operates 62 scattered-site single family houses, located in Deptford Township, West Deptford Township, Monroe Township and Washington Township for certified eligible very low income and lower income families. These dwellings consist of 2, 3 and 4 bedroom homes. Applicants may express a desire to live in a specific community. Certified families pay 30% of their adjusted income, minus a utility allowance, for rent.

**C. Public Housing  
Unit Based Assistance (Elderly or Near Elderly Disabled) [50-61])**

The Housing Authority owns and operates two (2) apartment buildings designed for elderly or near elderly disabled persons as follows:

**Carino Park Apartments**

100 Chestnut Street, Williamstown, NJ

100 Apartments including 15 units with modifications for physical disabilities

**Deptford Park Apartments**

120 Pop Moylan Boulevard, Deptford, NJ

100 Apartments including 10 units with modifications for physical disabilities

Admissions are limited to households whose head or spouse are 62 years of age or older or are 50 years of age or older and are disabled. Applicants may express a desire to live in a specific community. Applicants with disabilities (elderly and near-elderly) will be given priority consideration for units with physical modifications suited for their disability. Tenants pay 30% of their adjusted income for rent, minus a utility allowance.



**3. AUTHORITY OWNED/OPERATED AFFORDABLE HOUSING PROGRAMS:**

**A. Nancy J. Elkis Seniors Housing Program (Elderly)**

100 Pop Moylan Boulevard, Deptford, NJ  
80 Apartments including 5 units modified for physical disabilities

Admissions are limited to households whose head or spouse is 55 years of age or older. Affordable flat rents for elderly households, whose incomes do not exceed 60% of the median, as determined by HUD for Gloucester County.

**B. Shepherd's Farm Senior Housing at West Deptford (Elderly)**

981 Grove Road, West Deptford, NJ  
75 Apartments, including 4 units modified for physical disabilities

Admissions are limited to households whose head or spouse is 62 years of age or older. Tenants pay 30% of their adjusted income for rent, minus a utility allowance.

**C. Expanded Housing Opportunities Program (Family/Elderly/Disabled)**

12 units of 3 and 4 bedroom single family units throughout West Deptford Township available for occupancy by low-income households at affordable flat rents. The qualified applicants must demonstrate a stable work history, will be subject to a background check including credit and criminal and a housekeeping inspection prior to selection.

**Applicants for all programs must be initially certified eligible for housing on the basis of income, family composition and residency at the time of application/certification.**

**Member Communities of the Housing Authority of Gloucester County are:**

Clayton, Deptford Twp., East Greenwich Twp., Elk Twp., Franklin Twp., Glassboro, Greenwich Twp., Harrison Twp., Logan Twp., Mantua Twp., Monroe Twp., National Park, Paulsboro, Swedesboro, Washington Twp., West Deptford Twp., Westville, Woodbury, Woodbury Heights and Woolwich Twp.

Applicants who apply after March 25, 2009 and live or work in the Borough of Glassboro may claim a local preference. Applicants who apply after December 20<sup>th</sup>, 2010 and live and work in Woolwich Township may claim a local preference. Applicants who apply after August 01, 2016 and live or work in Franklin Twp. may claim a local preference as well.





**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

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# **A Good Place to Live!**

## Introduction

Having a good place to live is important. Through your Public Housing Agency (or PHA) the Section 8 Certificate Program and the Housing Voucher Program help you to rent a good place. You are free to choose any house or apartment you like, as long as it meets certain requirements for quality. Under the Section 8 Certificate Program, the housing cannot cost more than the Fair Market Rent. However, under the Housing Voucher Program, a family may choose to rent an expensive house or apartment and pay the extra amount. Your PHA will give you other information about both programs and the way your part of the rent is determined.

## Housing Quality Standards

Housing quality standards help to insure that your home will be safe, healthy, and comfortable. In the Section 8 Certificate Program and the Housing Voucher Program there are two kinds of housing quality standards.

Things that a home must have in order approved by the PHA, and

Additional things that you should think about for the special needs of your own family. These are items that you can decide.

## The Section 8 Certificate Program and Housing Voucher Program

The Section 8 Certificate Program and Housing Voucher Program allow you to *choose* a house or apartment that you like. It may be where you are living now or somewhere else. The *must have* standards are very basic items that every apartment must have. But a home that has all of the *must have* standards may still not have everything you need or would like. With the help of Section 8 Certificate Program or Housing Voucher Program, you *should* be able to afford a good home, so you should think about what you would like your home to have. You may want a big kitchen or a lot of windows or a first floor apartment. Worn wallpaper or paint may bother you. Think of these things as you are looking for a home. Please take the time to read *A Good Place to Live*. If you would like to stay in your present home, use this booklet to see if your home meets the housing quality standards. If you want to move, use it each time you go to look for a new house or apartment, and good luck in finding your good place to live.

Read each section carefully. After you find a place to live, you can start the *Request for Lease Approval* process. You may find a place you like that has some problems with it. Check with your PHA about what to do, since it may be possible to correct the problems.

## The Requirements

Every house or apartment must have at least a living room, kitchen, and bathroom. A one-room efficiency apartment with a kitchen area is all right. However, there must be a separate bathroom for the private use of your family. Generally there must be one living/sleeping room for every two family members.

# 1. Living Room

**The Living Room must have:**

## **Ceiling**

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

## **Walls**

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

## **Electricity**

At least two electric outlets, or one outlet and one permanent overhead light fixture.

Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cords: they are not permanent.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

## **Floor**

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

## **Window**

At least one window. Every window must be in good condition.

- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

## **Lock**

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

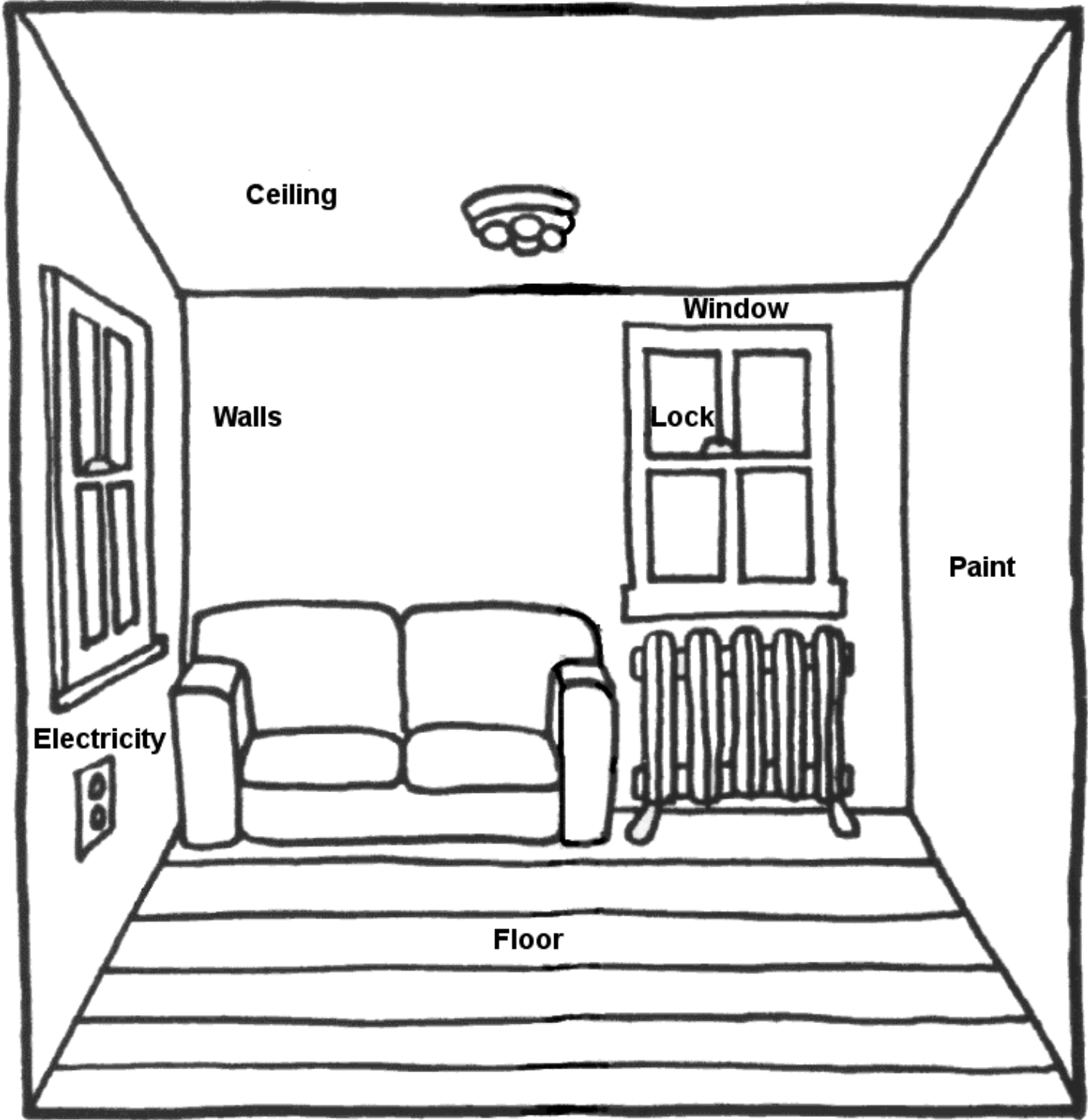
## **Paint**

- No peeling or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

### **You should also think about:**

- The types of locks on windows and doors
  - Are they safe and secure?
  - Have windows that you might like to open been nailed shut?
- The condition of the windows.
  - Are there small cracks in the panes?
- The amount of weatherization around doors and windows.
  - Are there storm windows?
  - Is there weather stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper
  - Are they worn, faded, or dirty?
- The condition of the floor.
  - Is it scratched and worn?

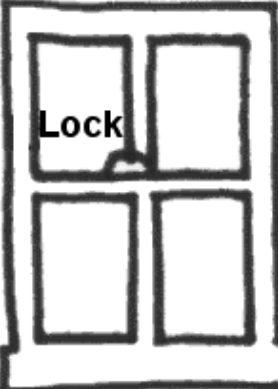




Ceiling



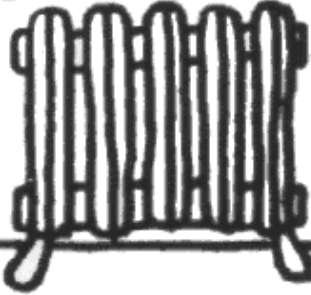
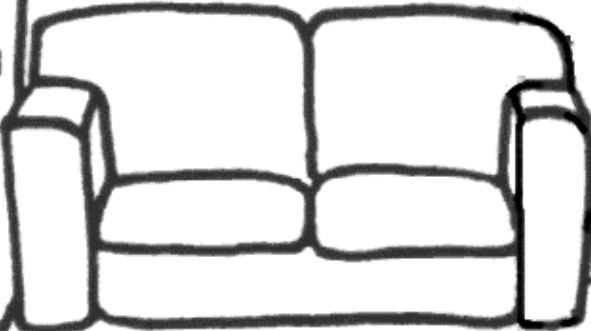
Window



Lock

Walls

Paint



Electricity



Floor

# 2. Kitchen

## The Kitchen must have:

### Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

### Storage

Some space to store food.

### Electricity

At least one electric outlet and one permanent light fixture.

Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cards; they are not permanent.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

### Stove and Oven

A stove (or range) and oven that works (This can be supplied by the tenant)

### Floor

A floor that is in good condition.

Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

### Preparation Area

Some space to prepare food.

### Paint

No peeling or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

### Window

If there is a window, it must be in good condition.

### Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground. A window that cannot be opened is acceptable.

**Walls**

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

**Serving Area**

Some space to serve food.

- A separate dining room or dining area in the living room is all right.

**Refrigerator**

A refrigerator that keeps temperatures low enough so that food does not spoil. (This can be supplied by the tenant.)

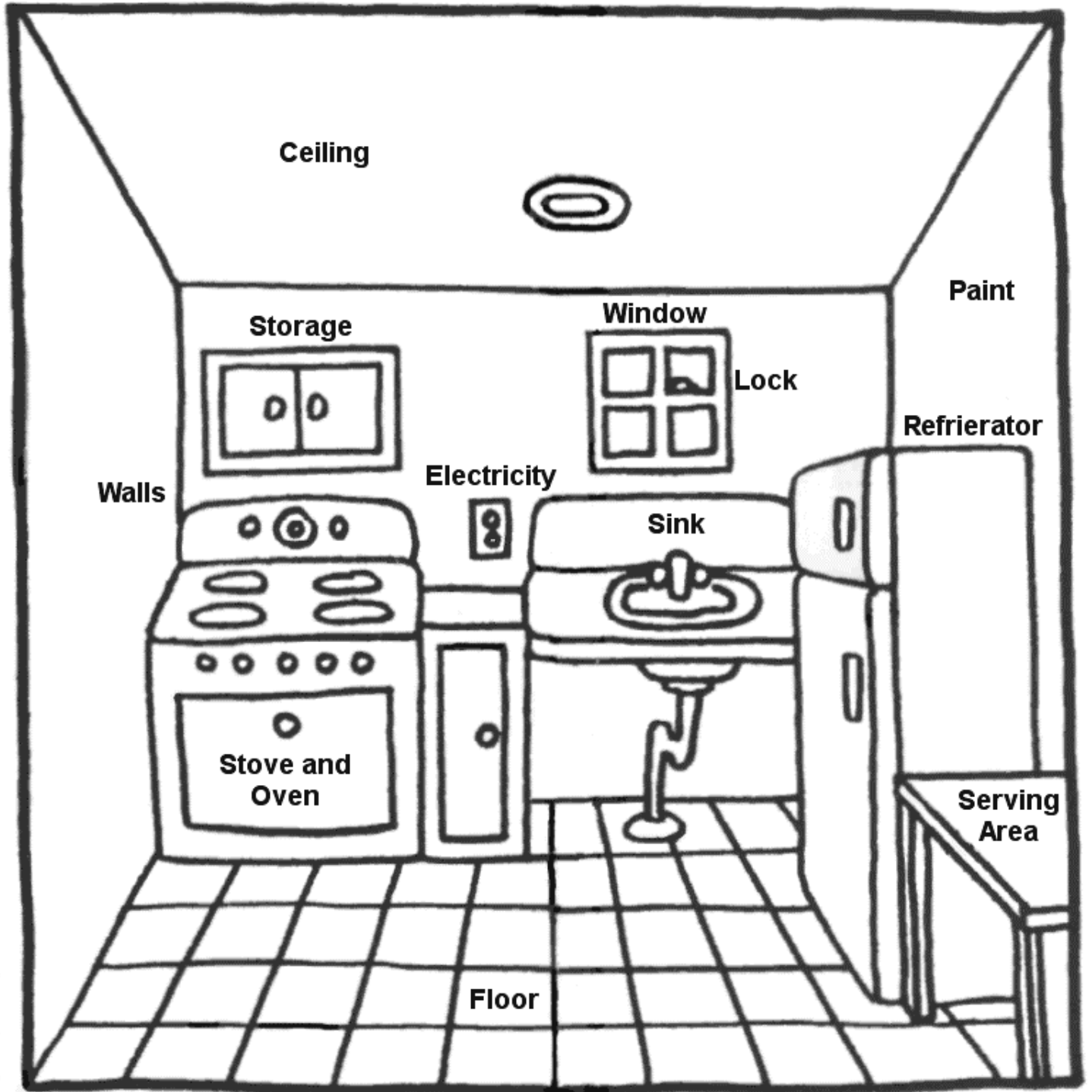
**Sink**

A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

**You should also think about:**

- The size of the kitchen.
- The amount, location, and condition of space to store, prepare, and serve food. Is it adequate for the size of your family?
- The size, condition, and location of the refrigerator. Is it adequate for the size of your family?
- The size, condition, and location of your sink.
- Other appliances you would like provided.
- Extra outlets.





# 3. Bathroom

## The Bathroom must have:

### Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

### Window

A window that opens or a working exhaust fan.

### Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground.

### Toilet

A flush toilet that works.

### Tub or Shower

A tub or shower with hot and cold running water.

### Floor

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

### Paint

- No chipping or peeling paint if you have children under the age of seven and the house or apartment was built before 1978.

### Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface such as plaster.

## **Electricity**

At least one permanent overhead or wall light fixture.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

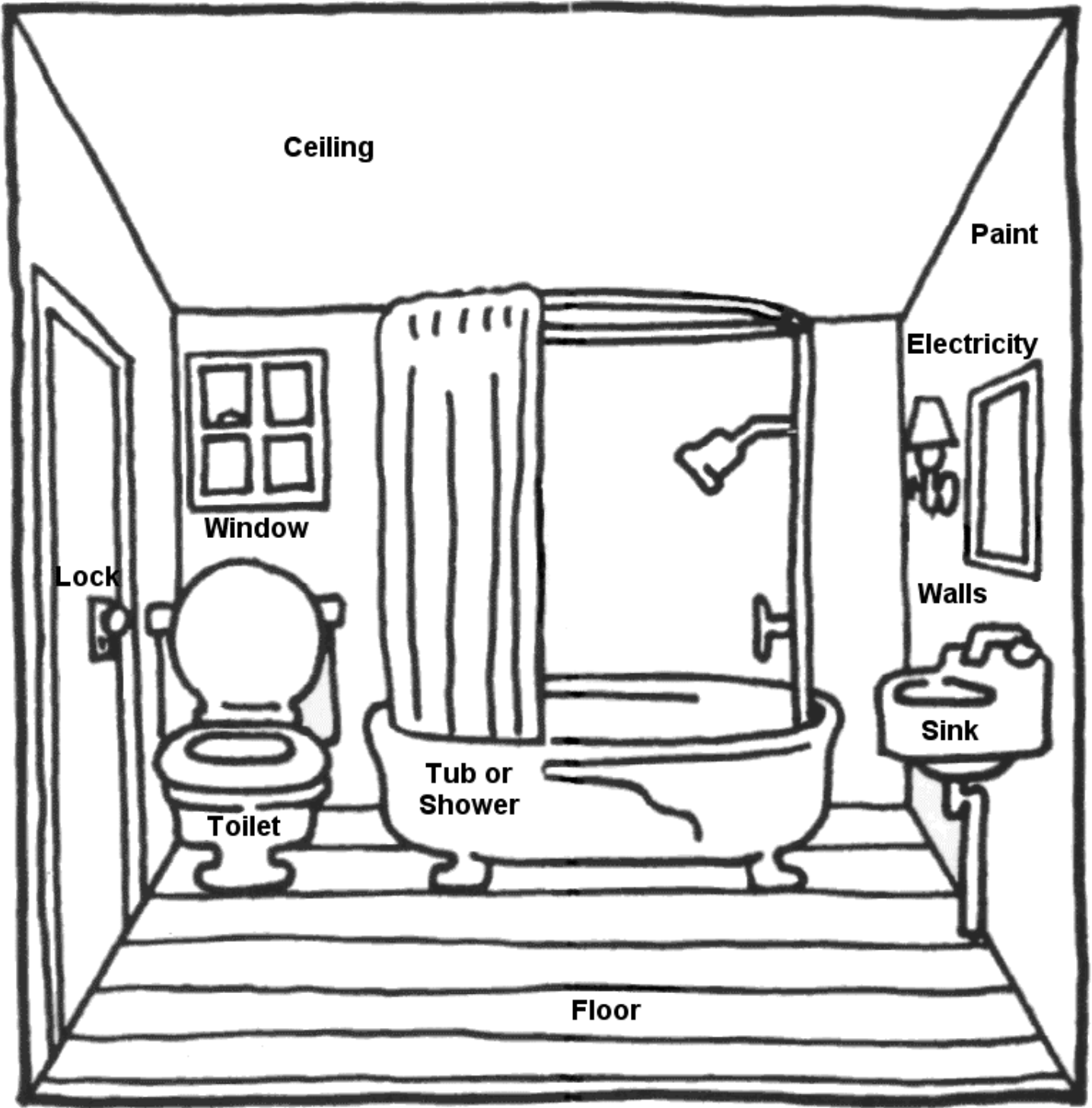
## **Sink**

A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

## **You should also think about:**

- The size of the bathroom and the amount of privacy.
- The appearances of the toilet, sink, and shower or tub.
- The appearance of the grout and seal along the floor and where the tub meets the wall.
- The appearance of the floor and walls.
- The size of the hot water heater.
- A cabinet with a mirror.



Ceiling

Paint

Electricity

Window

Lock

Walls

Toilet

Tub or Shower

Sink

Floor

# 4. Other Rooms

**Other rooms that are lived in include:** bedrooms, dens, halls, and finished basements or enclosed, heated porches. The requirements for other rooms that are lived in are similar to the requirements for the living room as explained below.

## **Other Rooms Used for Living must have:**

### **Ceiling**

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster,

### **Walls**

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

### **Paint**

- No chipping or peeling paint if you have children under the age of seven and the house or apartment was built before 1978.

### **Electricity in Bedrooms**

Same requirement as for living room.

In All Other Rooms Used for Living: There is no specific standard for electricity, but there must be either natural illumination (a window) or an electric light fixture or outlet.

### **Floor**

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

### **Lock**

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground.

## **Window**

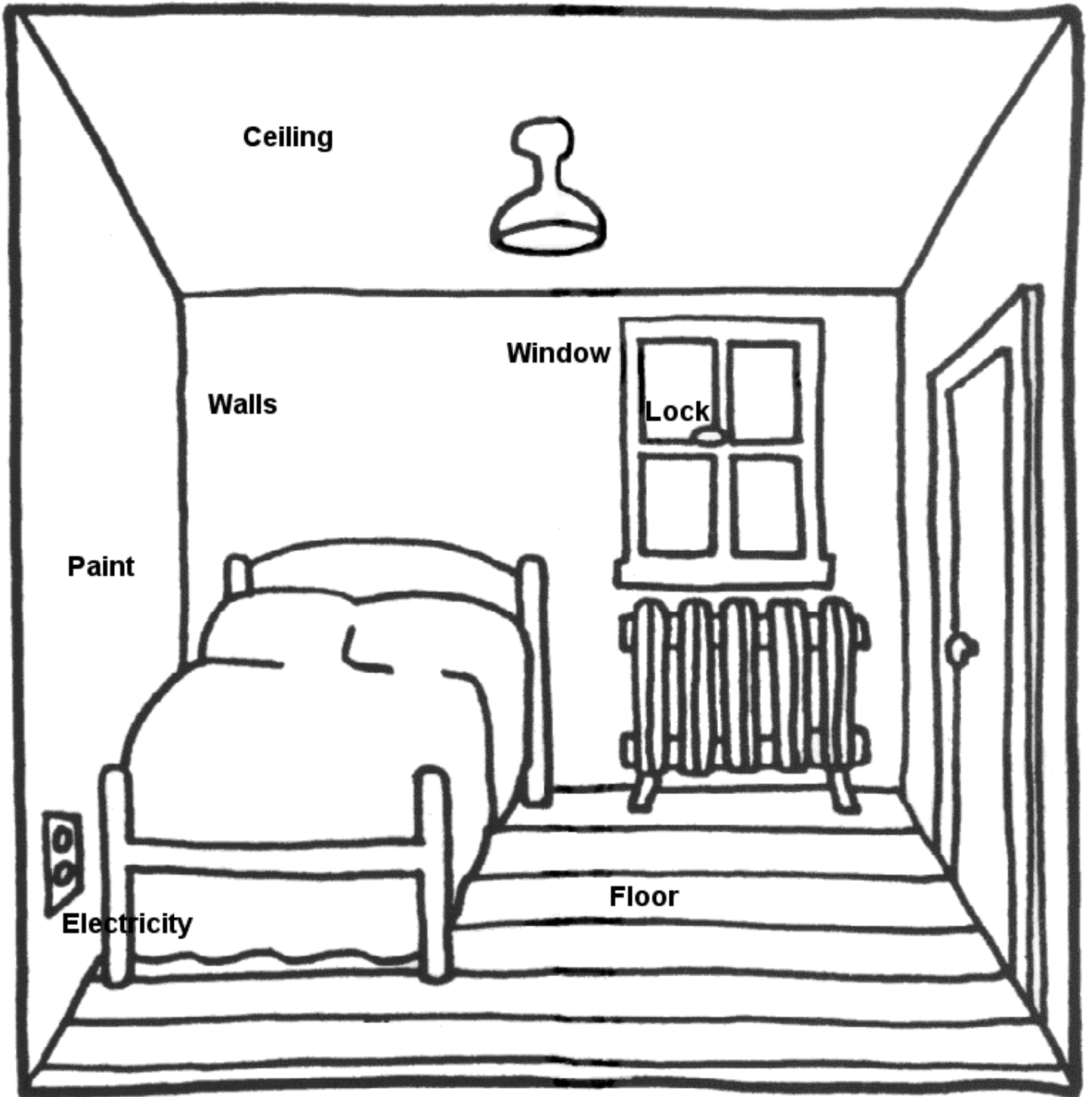
At least one window, which must be openable if it was designed to be opened, in every rooms used for sleeping. Every window must be in good condition.

- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

**Other rooms that are not lived in may be:** a utility room for washer and dryer, basement or porch. These must be checked for security and electrical hazards and other possible dangers (such as walls or ceilings in danger of falling), since these items are important for the safety of your entire apartment. You should also look for other possible dangers such as large holes in the walls, floors, or ceilings, and unsafe stairways. Make sure to look for these things in all other rooms not lived in.

## **You should also think about:**

- What you would like to do with the other rooms.
  - Can you use them the way you want to?
- The type of locks on windows and doors.
  - Are they safe and secure?
  - Have windows that you might like to open been nailed shut?
- The condition of the windows.
  - Are there small cracks in the panes?
- The amount of weatherization windows.
  - Are there storm windows?
  - Is there weather-stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper
  - Are they worn, faded, or dirty?
- The condition of the floors.
  - Are they scratched and worn?



Ceiling

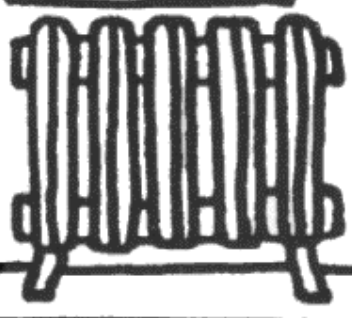
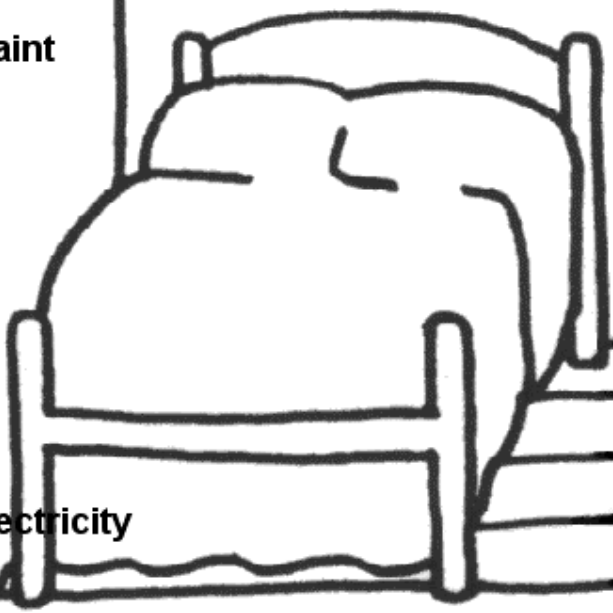


Window

Walls

Lock

Paint



Electricity

Floor

# 5. Building Exterior, Plumbing, and Heating

**The Building must have:**

## **Roof**

A roof in good condition that does not leak, with gutters and downspouts, if present, in good condition and securely attached to the building.

- Evidence of leaks can usually be seen from stains on the ceiling inside the building.

## **Outside Handrails**

Secure handrails on any extended length of stairs (e.g. generally four or more steps) and any porches, balconies, or decks that are 30 inches or more above the ground.

## **Walls**

Exterior walls that are in good condition, with no large holes or cracks that would let a great amount of air get inside.

## **Foundation**

A foundation in good condition that has no serious leaks.

## **Water Supply**

A plumbing system that is served by an approvable public or private water supply system. Ask the manager or owner.

## **Sewage**

A plumbing system that is connected to an approvable public or private sewage disposal system. Ask the manager or owner.

## **Chimneys**

No serious leaning or defects (such as big cracks or many missing bricks) in any chimneys.

## **Paint**

No cracking, peeling, or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

- This includes exterior walls, stairs, decks, porches, railings, windows, and doors.



**Cooling**

Some windows that open, or some working ventilation or cooling equipment that can provide air circulation during warm months.

**Plumbing**

Pipes that are in good condition, with no leaks and no serious rust that causes the water to be discolored.

**Water Heater**

A water heater located, equipped, and installed in a safe manner. Ask the manager.

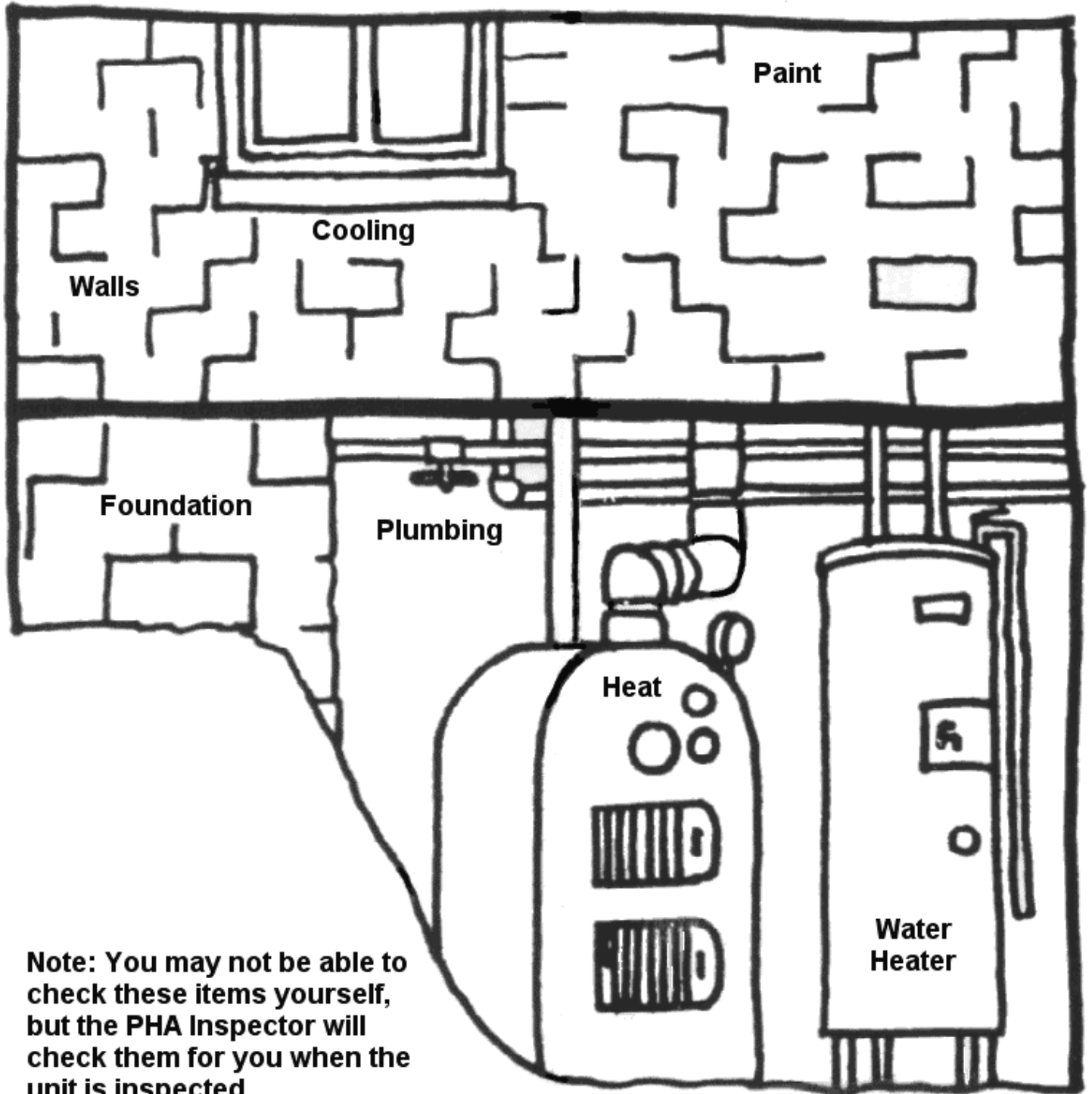
**Heat**

Enough heating equipment so that the unit can be made comfortably warm during cold months.

- Not acceptable are space heaters (or room heaters) that burn oil or gas and are not vented to a chimney. Space heaters that are vented may be acceptable if they can provide enough heat.

**You should also think about:**

- How well maintained the apartment is.
- The type of heating equipment.
  - Will it be able to supply enough heat for you in the winter, to all rooms used for living?
- The amount and type of weatherization and its affect on utility costs.
  - Is there insulation?
  - Are there storm windows?
  - Is there weather-stripping around the windows and doors?
- Air circulation or type of cooling equipment (if any).
  - Will the unit be cool enough for you in the summer?



**Note: You may not be able to check these items yourself, but the PHA Inspector will check them for you when the unit is inspected.**

# 6. Health and Safety

**The Building and Site must have:**

## **Smoke Detectors**

At least one working smoke detector on each level of the unit, including the basement. If any member of your family is hearing-impaired, the smoke detector must have an alarm designed for hearing-impaired persons.

## **Fire Exits**

The building must provide an alternate means of exit in case of fire (such as fire stairs or exit through windows, with the use of a ladder if windows are above the second floor).

## **Elevators**

Make sure the elevators are safe and work properly.

## **Entrance**

An entrance from the outside or from a public hall, so that it is not necessary to go through anyone else's private apartment to get into the unit.

## **Neighborhood**

No dangerous places, spaces, or things in the neighborhood such as:

- Nearby buildings that are falling down
- Unprotected cliffs or quarries
- Fire hazards
- Evidence of flooding

## **Garbage**

No large piles of trash and garbage inside or outside the unit, or in common areas such as hallways. There must be a space to store garbage (until pickup) that is covered tightly so that rats and other animals cannot get into it. Trash should be picked up regularly.

## **Lights**

Lights that work in all common hallways and interior stairs.

## **Stairs and Hallways**

Interior stairs with railings, and common hallways that are safe and in good condition. Minimal cracking, peeling or chipping in these areas.

**Pollution**

No serious air pollution, such as exhaust fumes or sewer gas.

**Rodents and Vermin**

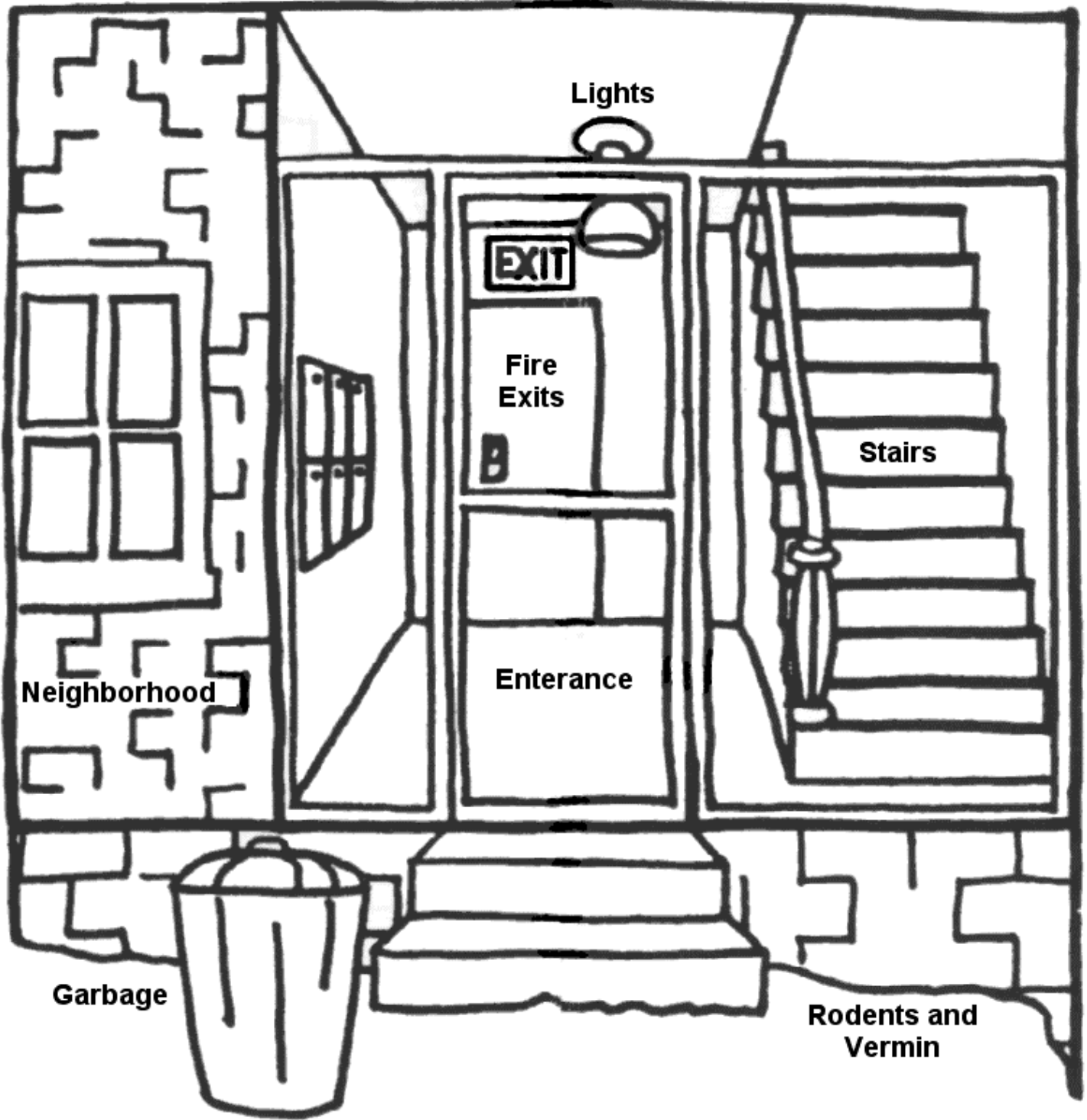
No sign of rats or large numbers of mice or vermin (like roaches).

**For Manufactured Homes: Tie Downs**

Manufactured homes must be placed on the site in a stable manner and be free from hazards such as sliding or wind damage.

**You should also think about:**

- The type of fire exit.  
--Is it suitable for your family?
- How safe the house or apartment is for your family.
- The presence of screens and storm windows.
- Services in the neighborhood.  
--Are there stores nearby?  
--Are there schools nearby?  
--Are there hospitals nearby?  
--Is there transportation nearby?
- Are there job opportunities nearby?
- Will the cost of tenant-paid utilities be affordable and is the unit energy-efficient?
- Be sure to read the lead-based paint brochure given to you by the PHA or owner, especially if the housing or apartment is older (built before 1978).



**Note:** You may not be able to check these items listed here yourself, but the PHA Inspector will check them for you when the unit is inspected.

Now that you have finished this booklet, you know that for a house or apartment to be a good place to live, it must meet two kinds of housing quality standards:

- Things it must have in order to be approved for the Section 8 Rental Certificate Program and the Rental Voucher Program.
- Additional things that you should think about for the special needs of your family.

You know that these standards apply in six areas of a house or apartment.

1. Living Room
2. Kitchen
3. Bathroom
4. Other Rooms
5. Building Exterior, Plumbing and Heating
6. Health and Safety

You know that when a house or apartment meets the housing quality standards, it will be safe, healthy, and comfortable home for your family. It will be a good place to live.

After you find a good place to live, you can begin the *Request for Lease Approval* process. When both you and the owner have signed the *Request for Lease Approval* and the PHA has received it, an official inspection will take place. The PHA will inform both you and the owner of the inspection results.

If the house or apartment passed, a lease can be signed. There may still be some items that you or the PHA would like improved. If so, you and your PHA may be able to bargain for the improvements when you sign the lease. If the owner is not willing to do the work, perhaps you can get him or her to pay for the materials and do it yourself.

If the house or apartment fails, you and/or your PHA may try to convince the owner to make the repairs so it will pass. The likelihood of the owner making the repairs may depend on how serious or costly they are.

If it fails, all repairs must be made, and the house or apartment must be re-inspected before any lease is signed. If the owner cannot or will not repair the house or apartment, even if the repairs are minor, you must look for another home. Make sure you understand why the house or apartment failed, so that you will be more successful in your next search.

### **Responsibilities of the Public Housing Authority:**

- Ensure that all units in the Section 8 Certificate Program and the Housing Voucher Program meet the housing quality standards.
- Inspect unit in response to Request for Lease Approval. Inform potential tenant and owner of results and necessary actions.
- Encourage tenants and owners to maintain units up to standards.
- Make inspection in response to tenant or owner complaint or request. Inform the tenant and owner of the results, necessary actions, and time period for compliance.
- Make annual inspection of the unit to ensure that it still meets the housing quality standards. Inform the tenant and owner of the results, necessary actions, and time period for compliance.

### **Responsibilities of the tenant:**

- Live up to the terms of your lease.
- Do your part to keep the unit safe and sanitary.
- Cooperate with the owner by informing him or her of any necessary repairs.
- Cooperate with the PHA for initial, annual, and complaint inspections.

### **Responsibilities of the owner:**

- Comply with the terms of the lease.
- Generally maintain the unit and keep it up to the housing quality standards outlined in this booklet.
- Cooperate with the tenant by responding promptly to requests for needed repairs.
- Cooperate with the PHA on initial, annual, and complaint inspections, including making necessary repairs.



**The Housing Authority of Gloucester County**  
**Tenant Processing Center**  
**100 Pop Moylan Boulevard**  
**Deptford, NJ 08096**  
**Phone: (856) 853-1190      Fax: (856) 251-6671**

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**PARTICIPATING COMMUNITIES**

**NON-PARTICIPATING COMMUNITIES**

CLAYTON	PITMAN
DEPTFORD TOWNSHIP	MALAGA
EAST GREENWICH TOWNSHIP	MONROEVILLE
ELK TOWNSHIP	NEWFIELD
FRANKLIN TOWNSHIP	SOUTH HARRISON TOWNSHIP
GLASSBORO	WENONAH
GREENWICH TOWNSHIP	
HARRISON TOWNSHIP	
LOGAN TOWNSHIP	
MANTUA TOWNSHIP	
MONROE TOWNSHIP	
NATIONAL PARK	
PAULSBORO	
SWEDESBORO	
WASHINGTON TOWNSHIP	
WEST DEPTFORD TOWNSHIP	
WESTVILLE	
WOODBURY	
WOODBURY HEIGHTS	
WOOLWICH TOWNSHIP	

**PLEASE NOTE: NON-PARTICIPATING COMMUNITIES ARE COMMUNITIES WHICH DO NOT ACCEPT ASSISTANCE FROM THE HOUSING AUTHORITY OF GLOUCESTER COUNTY.**

[www.hagc.org](http://www.hagc.org)







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## TENANT PROCESSING CENTER

### HOUSING QUALITY STANDARDS

Housing utilized by the Housing Authority of Gloucester County shall meet the Performance Requirements set forth below. In addition, the housing shall meet the Acceptability Criteria set forth below:

#### **SANITARY FACILITIES**

1. PERFORMANCE REQUIREMENT - The dwelling unit shall include its own sanitary facilities which are in proper operating condition, can be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.
2. ACCEPTABILITY CRITERIA - A flush toilet in a separate, private room, a fixed basin with hot and cold running water, and a shower or tub with hot and cold running water shall be present in the dwelling unit, all in proper operating condition. These facilities shall utilize an approved public or private disposal system.

#### **FOOD PREPARATION AND REFUSE DISPOSAL**

1. PERFORMANCE REQUIREMENT - The dwelling unit shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of waste and refuse, including facilities for temporary storage, where necessary.
2. ACCEPTABILITY CRITERIA - A cooking stove or range, a refrigerator of appropriate size for the unit, and a kitchen sink with hot and cold running water shall be present in proper operating condition within the unit. The sink shall drain into an approved public or private system. Adequate space for the storage, preparation and serving of food shall be provided. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage, where necessary, (e.g., garbage cans).

#### **SPACE AND SECURITY**

1. PERFORMANCE REQUIREMENT - The dwelling unit shall afford the family adequate space and security.
2. ACCEPTABILITY CRITERIA - A living room, kitchen area, and bathroom shall be present, and the dwelling unit shall contain at least one sleeping room or living/sleeping room of appropriate size for each two (2) persons. Exterior doors and windows accessible from outside the unit shall be lockable.

#### **THERMAL ENVIROMENT**

1. PERFORMANCE REQUIREMENT - The dwelling unit shall have and be capable of maintaining a thermal environment healthful for the human body.
2. ACCEPTABILITY CRITERIA - The dwelling unit shall contain safe heating and/or cooling facilities which are in proper operating condition and can provide adequate heat and/or cooling to each room in the



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## TENANT PROCESSING CENTER

### HOUSING QUALITY STANDARDS

dwelling unit appropriate for the climate to assure a healthful living environment. Unvented room heaters which burn gas, oil or kerosene are unacceptable.

#### **ILLUMINATION AND ELECTRICITY**

1. PERFORMANCE REQUIREMENT - Each room shall have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. Sufficient electrical sources shall be provided to permit use of essential electrical appliances while assuring safety from fire.
2. ACCEPT ABILITY CRITERIA - Living and sleeping room shall include at least one window. A ceiling or wall type light fixture shall be present and working in the bathroom and kitchen area. At least two (2) electrical outlets, one of which may be overhead light, shall be present and operable in the living area, kitchen area, and each bedroom area.

#### **STRUCTURE AND MATERIALS**

1. PERFORMANCE REQUIREMENT - The dwelling unit shall be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the occupants from the environment.
2. ACCEPTABILITY CRITERIA - Ceilings, walls and floors shall not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling or noticeable movement under walking stress, missing parts or other serious damage. The roof structure shall be firm and the roof shall be weather tight. The exterior wall structure and exterior wall surface shall not have any serious defects such as serious leaning, buckling, sagging, cracks or holes, loose siding, or other serious damage. The condition and equipment of interior and exterior stairways, halls, porches, walkways, etc., shall be such as not to present a danger of tripping or falling.

#### **INTERIOR AIR QUALITY**

1. PERFORMANCE REQUIREMENT - The dwelling unit shall be free of pollutants in the air at levels which threaten the health of the occupants.





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## TENANT PROCESSING CENTER

### HOUSING QUALITY STANDARDS

2. ACCEPT ABILITY CRITERIA - The dwelling unit shall be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust and other harmful air pollutants. Air circulation shall be adequate throughout the unit. Bathroom areas shall have at least one open able window or other adequate exhaust ventilation.

#### WATER

1. PERFORMANCE REQUIREMENT - The water supply shall be free from contamination.
2. ACCEPTABILITY CRITERIA - The unit shall be served by an approved public or private sanitary water supply.

#### LEAD BASED PAINT

1. PERFORMANCE REQUIREMENT -
  - a) The dwelling unit shall be in compliance with HUD Lead Based Paint Regulations, Part 35 of this title, issued pursuant to the Lead Based Paint Poisoning Prevention Act, 42 U.S.C. 3535 (d), 4821, and 4851, and the Owner shall provide a certification that the dwelling is in accordance with such HUD regulations.
  - b) If the property was constructed prior to 1950, the Family, upon occupancy, shall have been furnished the notice required by HUD Lead Based Paint Regulations, and procedures regarding the hazards of lead based paint poisoning, the symptoms and treatment of lead poisoning and the precautions to be taken against least poisoning.
2. ACCEPTABILITY CRITERIA - Same as Performance Requirements

#### ACCESS

1. PERFORMANCE REQUIREMENT - The dwelling unit shall be useable and capable of being maintained without unauthorized use of other private properties, and the building shall provide an alternate means of egress in case of fire.
2. ACCEPT ABILITY CRITERIA - The dwelling shall be useable and capable of being maintained without unauthorized use of other private properties. Building shall provide an alternate means of egress in cases of fire (such as fire stairs or egress through windows).



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## TENANT PROCESSING CENTER

### HOUSING QUALITY STANDARDS

#### SITE AND NEIGHBORHOOD

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

#### SANITARY CONDITION

1. PERFORMANCE REQUIREMENT - The unit and its equipment shall be in sanitary condition.
2. ACCEPTABILITY CRITERIA - The unit and its equipment shall be free of vermin and rodent infestation.

#### CONGREGATE HOUSING

The foregoing standards shall apply except for paragraph B of this section, Food Preparation and Refuse Disposal. In addition, the following standards shall apply:

1. The unit shall contain a refrigerator of appropriate size.
2. The central dining facility (and kitchen facility, if any) shall contain suitable space and equipment to store, prepare and serve food in a sanitary manner, and there shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage, where necessary (e.g., garbage cans).

## MEMORANDUM

**TO: SECTION 8 EXISTING LEASING PROGRAM PROPERTY MANAGERS/OWNERS  
SECTION 8 MOD REHAB PROGRAM MANAGERS/OWNERS**

**FROM: KIMBERLY GOBER, EXECUTIVE DIRECTOR  
HOUSING AUTHORITY OF GLOUCESTER COUNTY**

**SUBJECT: ENFORCEMENT OF HOUSING QUALITY STANDARDS**

**DATE: 10/01/83/REV: 02/12/96/REV: 02/26/01REV:06/15/17REV**

The Department of Housing and Urban Development has established that Housing Quality Standards for assisted housing programs shall be strictly enforced throughout the United States. The Department has established a system of sanctions to be placed on its contracting agencies, for example, the local housing authority, if the local agency fails to enforce the Housing Quality Standards.

Although the Housing Authority of Gloucester County has always conducted its inspections and enforcement of Housing Quality Standards in accordance with program regulations, more recently Authority staff became aware of a small percentage of property managers/owners who do not regularly maintain their properties in accordance with their contracts with the Housing Authority of Gloucester County.

Please note that the Section 8 Housing Choice Voucher contract and the Section 8 Mod Rehab contract both establish procedures for abating (not paying) rent if Housing Quality Standards violations are found to exist. More recently, a few units have had rent abated (not paid) until property repairs/improvements were completed to the satisfaction of the Authority, after which in most cases, rent was reinstated effective the date of re-inspection and recertification with no back payments made.

We are advising all property managers/owners of the local policy of enforcing Housing Quality Standards and of the abatement provision of your respective contracts in order that the serious matter of maintaining Housing Quality Standards is brought to your attention.

For your convenience we have attached a brief list of common Housing Quality Standards violations resulting in non-renewal of contracts or the abatement of rents.

Please feel free to call our office if you have any questions on this matter.

**COMMON HOUSING QUALITY STANDARDS VIOLATIONS  
AND BASIS FOR RENT ABATEMENTS**

1. Missing electric switch plate cover	48. Improperly vented heating system
2. Missing junction box cover	49. Improperly wired heating system
3. Burned out circuit breaker	50. Combustible materials stored around heating system
4. Broken storm door – latch/lock/closer	51. Fuel stored near heating system
5. Broken door panels	52. Oil puddles near heater
6. Broken windows	53. Broken, sooted, loose smoke pipe
7. Missing primary windows, storm windows and screens	54. Hot water heater missing relief valve with blow off pipe to floor
8. Inoperative windows	55. Hot water heater inoperative
9. Missing or inoperative window locks	56. Hot water heater rusted, leaking, positioned in standing water
10. Hole(s) in ceiling	57. Hot water heater showing evidence of poor combustion
11. Hole(s) in wall	58. Hot water heater improperly vented
12. Bulging ceilings or walls	59. Hot water adjacent to stored combustible items
13. Flaking or chipping interior paint	60. Inadequate potable water supply
14. Inoperative stove burner	61. Leaking spigots, pipes, valves and fittings
15. Inoperative oven	62. “Trickle” of rusty water containing sediment
16. Inoperative broiler	63. Leaking waste water pipes, fittings and connections
17. Broken oven door handle	64. Clogged waste water pipes and traps
18. Defective refrigerator (won’t maintain 40o minimum)	65. Sewage backup
19. Refrigerator operating off extension cord	66. Sewage overflow on the ground
20. Inadequate food storage/preparation area	67. Sewage “pools” in basement or on site
21. Toilet “backs up”	68. Inadequate private waste disposal system
22. Toilet leaks at base	69. No private entrance
23. Toilet “runs” continuously	70. No safe second means of emergency exit
24. Toilet Seat broken	71. Evidence of infestation (rodents, roaches and other vermin)
25. Tub/shower trap leaks	72. Presence of trash, garbage, organic and inorganic waste (junk, weeds, glass, cans, old lumber, etc.)
26. Tub/shower drain “stopped up”	73. Absence of trash cans or dumpsters
27. Sink loose from wall	74. Dark halls and stairs
28. Sink trap leaks	75. Trash and dirt in halls and on stairs
29. Sink waste line clogged	76. Storage of possessions in halls and on stairs so as to cause a hazard
30. Tub/shower wall impregnated with a water	77. Presence of special hazards (hole in ground, cliff, unguarded pool, low limb, uneven walk, loose railing, loose floor covering, irregular step, exposure to pollutants, etc.)
31. Bathroom exhaust fan inoperative	78. Standing pools of water
32. Electrical hazard present in bathroom	79. Unit adjacent to fire hazard
33. Floor rotted around toilet/tub	80. Unit adjacent to air quality hazard
34. Bathroom window will not open	81. Unit adjacent to air quality hazard
35. Inadequate Hot Water in Bathroom	82. Electric off or scheduled for turn off
36. Broken exterior siding	83. Potable water off or scheduled for turn off
37. Holes in siding	84. Sewer service interrupted or scheduled for interruption.
38. Holes in foundation	85. Trash or debris throughout basement, attic and unit
39. Leak in roof	86. Inadequate hot water at kitchen sink
40. Broken, cracked or rotted boards in steps, porch and landings	87. Kitchen sink leaks/drips
41. Broken, weak or rotted railings on porch steps, landings and stairs	88. Kitchen sink trap leaks
42. Broken and hanging gutters	89. Smoke detectors missing/inoperative (multiple family building)
43. Broken and missing downspouts	90. Unpainted/water stained or severely soiled surfaces
44. Holes in building that permit entry by rodents, weather or birds	91. Broken/missing or inadequate door locks
45. Bricks missing from chimney	92. Other similar items
46. “Leaning” Chimney	
47. No heat source in each room (on outside wall)	

NOTE: This is not an all-inclusive list.  
It represents common Housing Quality Standards violations frequently found.



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## TENANT PROCESSING CENTER

### CERTIFICATE OF COMPLIANCE WITH HOUSING QUALITY STANDARDS

#### CERTIFICATE OF COMPLIANCE WITH HOUSING QUALITY STANDARDS

I, \_\_\_\_\_, owner of \_\_\_\_\_

do hereby certify, that I will abide by the Housing Quality Standards of the Housing Authority of Gloucester County as hereto attached.

\_\_\_\_\_  
OWNER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
DATE





## How to List Properties on NJHRC.gov

### Step 1

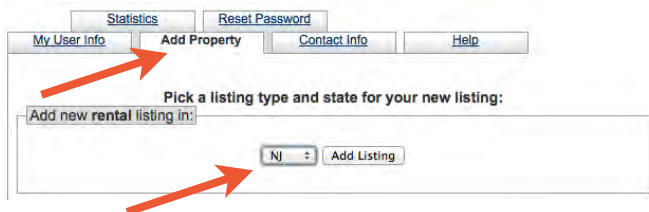
Go to [www.NJHRC.gov](http://www.NJHRC.gov) and click the “LIST HOUSING” tab.

### Step 2

Click the “Already Registered? Login here” button. On the next screen, enter your username and password. Next, you will see your personal welcome page.

### Step 3

Click the [Add Property](#) tab.



### Step 4

Under “Add new rental listing in:” choose NJ from the drop-down menu. Click the “Add Listing” button.

### Step 5

Choose the city where your property is located.

### Step 6

You will see a listing form. **Required fields** are marked with a blue asterisk. Other fields are optional, but list as much information as possible for a more appealing listing.

#### Listing Notes

- **Street Address Line 1:** Enter the street name and number on this line.
- **Address Line 2** is for apartment or unit numbers, details like “first-floor unit,” and for any promotional messages.
- **MONTHLY Rent Type** is a required field, but fill in details for **only one** of the rent types. For most properties, this will be “Standard Monthly Rent.”
- Fields at the bottom of the form let you type in comments and describe special property features and amenities.
- **Public Contact Information for This Listing:** If you need to add a contact other than the default contact, enter the appropriate name and number in the “Add a New Contact” line.

#### Tips for Multifamily Properties!

- If adding a property in a new complex or multi-unit building, add the name of the complex in the section following the property address (leave BLANK if this does not apply).
- This allows you to list the total number of available units or **clone** the unit for easy listing of other bedroom or unit types.
- These features can be accessed **after** you have added details for the first unit and clicked the “Click Here to Update Property” button.

### Step 7

Click the “Click Here to Update Property” button to save the information you have listed.



## Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number																
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**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.–China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.–China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.



**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.



**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>3</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>*</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## VOUCHER ISSUANCE

### I) HOUSING CHOICE VOUCHER

- A) **The Housing Choice Voucher is your authorization to search for an eligible unit. The voucher lists the family's obligations.**
- B) **The initial term of the Voucher is sixty (60) days.**
- C) **The Voucher term may be extended up to an additional sixty (60). Such a request for an extension must be received by the Authority prior to the initial expiration date.**
- D) **You can mail in your written request for an extension or drop off to the receptionist.**

### II) REQUEST FOR TENANCY APPROVAL

- A) **When you have located a suitable unit and the owner is willing to lease the unit, you must submit to the Authority a completed Request for Tenancy Approval and a copy of the proposed lease and addendums, including the HUD tenancy addendum form.**
- B) **Review rent amount, security deposit and utility information with the property owner before returning information to this office.**
- C) **Please review your Request for Tenancy Approval carefully. This information must be as accurate as possible so that the correct information is put in the Contract and Lease.**
- D) **You can mail in your Request for Tenancy Approval or drop off to our Receptionist.**
- E) **This information will be forwarded to your processor for review.**
- F) **The information will then be forwarded to the inspector for his/her inspection of the unit.**
- G) **If you need an additional Request for Tenancy Approval form, you must get one from the receptionist.**

**If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services please contact our Administrative Offices.**



# Request for Tenancy Approval Housing Choice Voucher Program

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

OMB Approval No. 2577-0169  
(exp. 4/30/2014)

Public reporting burden for this collection of information is estimated to average .08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. The Department of Housing and Urban Development (HUD) is authorized to collect information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the data on the family's selected unit is mandatory. The information is used to determine if the unit is eligible for rental assistance. HUD may disclose this information to Federal, State, and local agencies when relevant civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher assistance.

1. Name of Public Housing Agency (PHA)	2. Address of Unit (street address, apartment number, city, State & zip code)
--	---

3. Requested Beginning Date of Lease	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt.	8. Date Unit Available for Inspection
--------------------------------------	-----------------------	---------------------	------------------	--------------------------	---------------------------------------

9. Type of House/Apartment

Single Family Detached  
  Semi-Detached / Row House  
  Manufactured Home  
  Garden / Walkup  
  Elevator / High-Rise

10. If this unit is subsidized, indicate type of subsidy

Section 202  
  Section 221(d)(3)(BMIR)  
  Section 236 (Insured or noninsured)  
  Section 515 Rural Development

Home  
  Tax Credit

Other (Describe Other Subsidy, Including Any State or Local Subsidy) \_\_\_\_\_

11. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type	Provided by	Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Other Electric			
Water			
Sewer			
Trash Collection			
Air Conditioning			
Refrigerator			
Range/Microwave			
Other (specify)			

12. Owner's Certifications.

a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. **Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.**

Address and unit number	Date Rented	Rental Amount
1.		
2.		
3.		

b. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

c. Check one of the following:

\_\_\_\_\_ Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.

\_\_\_\_\_ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

\_\_\_\_\_ A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. **The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility.**

14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved.

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Signature		Signature (Household Head)	
Business Address		Present Address of Family (street address, apartment no., city, State, & zip code)	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)



100 POP MOYLAN BLD  
DEPTFORD NJ 08096  
Phone :( 856) 853-1190  
Fax: (856) 251-6671

## TENANT PROCESSING CENTER

### PROPERTY FACT SHEET

DATE \_\_\_\_\_

OWNER NAME 1: \_\_\_\_\_

OWNER NAME 2: \_\_\_\_\_

OWNER NAME 3: \_\_\_\_\_

OWNER PHONE #: \_\_\_\_\_ OWNER CODE: \_\_\_\_\_

OWNER MAILING ADDRESS: \_\_\_\_\_

OWNER PHYSICAL ADDRESS: \_\_\_\_\_

OWNER OTHER ADDRESS: \_\_\_\_\_

FEDERAL TAX ID#: \_\_\_\_\_

SS# \_\_\_\_\_

EIN# \_\_\_\_\_

MANAGING AGENT NAME: \_\_\_\_\_

MANAGING AGENT PHONE#: \_\_\_\_\_

MANAGING AGENT ADDRESS: \_\_\_\_\_

CHECKS ARE TO BE MADE PAYABLE TO OWNER OR AGENT (CIRCLE ONE)

CHECKS ARE TO BE MAILED TO MAILING, PHYSICAL OR OTHER (CIRCLE ONE)

ADDRESS OF PROPERTY: \_\_\_\_\_

UNIT # \_\_\_\_\_

NO. BEDROOMS \_\_\_\_\_

SQ. FT. \_\_\_\_\_

YEAR BUILT \_\_\_\_\_

IS THE PROPERTY VACANT? \_\_\_ YES

\_\_\_ NO

IF NO, WHEN IS PROPERTY INTENDED TO BE VACANT? \_\_\_\_\_ DATE

LEASE DATE: \_\_\_\_\_

UNIT TYPE: \_\_\_\_\_  SINGLE FAMILY  DUPLEX  GARDEN APT  HIGH RISE  TOWNHOUSE

UTILITIES: Place an 0 if owner supplied or a T if tenant supplied

\_\_\_ Water Heating (type, ie: gas, electric)

\_\_\_ Unit Heating (typ , ie: gas, electric)

\_\_\_ Cooking (type, ie: gas, electric)

\_\_\_ Electric, Lighting







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## TENANT PROCESSING CENTER

### PROPERTY FACT SHEET

RENT CHARGED \$ \_\_\_\_\_

PRIOR RENT \$ \_\_\_\_\_

CONTRACT RENT \$ \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_

### NON SUBSIDIZED UNIT DATA

QUALITY, \_\_\_\_\_ Meets Minimum HQS \_\_\_\_\_ Exceeds Minimum HQS \_\_\_\_\_

**AMENITIES: Check all that apply**

- |  |  |
|--|--|
| <input type="checkbox"/> High Quality Floor Covering | <input type="checkbox"/> Washer  |
| <input type="checkbox"/> Exceptional Room Size       | <input type="checkbox"/> Dryer   |
| <input type="checkbox"/> Washer/Dryer Hookups        | <input type="checkbox"/> Dishwasher  |
| <input type="checkbox"/> Garbage Disposal            | <input type="checkbox"/> Air conditioning <input type="checkbox"/> Central <input type="checkbox"/> Detached <input type="checkbox"/> Window |
| <input type="checkbox"/> Additional Bathrooms        |  |
| <input type="checkbox"/> Refrigerator                |  |

**FACILITIES: Check all that apply**

- |  |                                       |
|--|---------------------------------------|
| <input type="checkbox"/> Security system           | <input type="checkbox"/> Intercom     |
| <input type="checkbox"/> Screens for Windows       | <input type="checkbox"/> Cable Hookup |
| <input type="checkbox"/> Laundry Facilities        | <input type="checkbox"/> Large Yard   |
| <input type="checkbox"/> Good Up-Keep of Grounds   | <input type="checkbox"/> Driveway     |
| <input type="checkbox"/> On-Site Parking           | <input type="checkbox"/> Day-Care     |
| <input type="checkbox"/> Good Exterior Maintenance | <input type="checkbox"/> Storage      |
| <input type="checkbox"/> Exceptional Accessibility |                                       |

**LOCATION: (ie: Rural, Residential, Commercial, Industrial)**

Neighborhood Type: \_\_\_\_\_

**ACCESSIBILITY TO SERVICES: Check all that apply**

- Stores
- Medical Facilities





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## TENANT PROCESSING CENTER

### PROPERTY FACT SHEET

#### MANAGEMENT AND MAINTENANCE

On-site Maintenance: **Y or N**

On-site Management: **Y or N**

.....

#### NOTES

Name of Tenant \_\_\_\_\_

Client # \_\_\_\_\_

Date requested Certificate of Occupancy \_\_\_\_\_

PREPARED BY: \_\_\_\_\_



**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_

(ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_

(ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (initial)**

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

(f) \_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

**Summary  
Allowance for Tenant-Furnished  
Utilities and Other Services**

Locality: New Jersey Department of Community Affairs 5287 AHDD		Average							Date: 07/01/2017
Unit Type	Monthly Dollar Allowances								
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	
Mobile Home (Manufactured Home)*									
a. Natural Gas	24	29	37	47	59				
b. Electric	36	43	56	72	90				
c. Bottle Gas	92	111	143	183	229				
d. Oil	60	73	94	120	151				
High-Rise with Elevator									
a. Natural Gas	24	28	33	40	45	56	64	73	
b. Electric	33	40	49	60	75	87	100	113	
Row House/Garden Apt (Rowhouse/Townhouse)*									
a. Natural Gas	23	31	42	53	64	75	86	97	
b. Electric	36	48	65	81	98	114	131	148	
c. Bottle Gas	91	122	165	205	249	289	333	376	
d. Oil	60	80	108	135	163	190	218	247	
Two-Three Family/Duplex (Semi-Detached)*									
a. Natural Gas	28	37	48	60	71	80	92	104	
b. Electric	43	56	74	92	108	122	141	159	
c. Bottle Gas	110	142	188	234	274	312	358	405	
d. Oil	72	93	123	153	180	204	235	266	
Older Multi-Family (Low Rise)*									
a. Natural Gas	25	33	44	55	66	76	87	99	
b. Electric	39	51	68	84	101	116	133	150	
c. Bottle Gas	99	129	173	213	257	295	339	383	
d. Oil	65	85	113	140	168	193	222	251	
Older Home Converted (Semi Detached)*									
a. Natural Gas	27	35	47	58	69	77	89	100	
b. Electric	41	53	71	88	105	118	135	153	
c. Bottle Gas	105	135	181	224	267	300	344	389	
d. Oil	69	89	119	147	175	197	226	256	
Single Family Detached									
a. Natural Gas	31	42	50	63	72	83	96	108	
b. Electric	47	64	77	97	109	127	146	165	
c. Bottle Gas	120	163	195	246	278	324	372	421	
d. Oil	79	107	128	161	183	212	244	278	
All Unit Types-Cooking									
a. Natural Gas	4	6	8	10	12	13	15	17	
b. Electric	10	13	17	21	26	28	32	36	
c. Bottle Gas	17	22	30	37	46	50	57	65	
All Unit Types-Electricity	33	43	57	71	88	95	109	123	
All Unit Types-Water Heat									
a. Natural Gas	6	7	10	12	16	16	18	21	
b. Electric	12	16	21	27	33	36	41	46	
c. Bottle Gas	22	28	37	46	57	62	71	81	
d. Oil	13	17	23	28	35	38	43	49	
Range (Tenant Owned)	4	5	5	5	5	5	5	5	
Refrigerator (Tenant Owned)	4	4	4	5	5	5	5	5	
Water	28	36	43	52	58	65			
Sewer	52	52	52	52	52	52			

**Summary - Air Conditioning  
Allowance for Tenant-Furnished  
Utilities and Other Services**

Locality: New Jersey Department of Community Affairs		Average					Effective: 07/01/2017
5287 AHDD		Monthly Dollar Allowances					Expires: 06/30/2018
Unit Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Mobile Home (Manufactured Home)*	15	19	26	32	38		
High-Rise with Elevator	9	12	16	20	24	26	
Row/House Garden Apt. (Rowhouse/Townhouse)*	10	13	17	22	26	29	
Two-Three Family Duplex (Semi-Detached)*	10	13	17	22	26	29	
Older Multi-Family (Low Rise)*	9	12	16	20	24	26	
Older Home Converted (Semi-Detached)*	10	13	17	22	26	29	
Single Family Detached	18	22	30	37	45	50	



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-5000

ASSISTANT SECRETARY FOR  
PUBLIC AND INDIAN HOUSING

**PIH LETTER**  
**L-2007-05**

**DATE:** September 21, 2007

**TO:** Regional Directors; Public Housing Hub Directors; Program Center Coordinators; Special Applications Center Director; Public Housing Agencies; Housing Choice Voucher/Section 8 Public Housing Agencies; Resident Management Corporations

**SUBJECT:** Reinstatement of Notice PIH 2006-13 (HA)  
Non-discrimination and Accessibility for Persons with Disabilities

**CROSS REFERENCES:** Notice PIH-2006-13 (HA); Notice PIH-2003-31 (HA)

**Purpose.** This PIH letter reinstates Notice PIH 2006-13 (HA) reminding recipients of Federal funds of their obligation to comply with pertinent laws and implementing regulations that mandate non-discrimination and accessibility in federally funded housing and non-housing programs for persons with disabilities. Additionally, the Notice provides information on key elements of the relevant regulations and examples of resources to enhance recipients' compliance efforts.

**Changes.** There are no changes in this reinstatement of the original Notice PIH 2006-13 (HA). The information remains valid and important.

For further information about this Notice, contact the nearest HUD Office of Public Housing within your State. Locations of these offices are available on HUD's website at [www.hud.gov](http://www.hud.gov).

Sincerely,

\_\_\_\_\_/s/\_\_\_\_\_  
Orlando J. Cabrera, Assistant Secretary  
for Public and Indian Housing



**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing**

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**SPECIAL ATTENTION OF:**

Regional Directors; State and Area Coordinators; Public Housing Hub Directors; Program Center Coordinators; Troubled Agency Recovery Center Directors; Special Applications Center Director; Public Housing Agencies; Housing Choice Voucher/Section 8 Public Housing Agencies; Resident Management Corporations.

**NOTICE PIH 2006-13 (HA)**

Issued: March 8, 2006

Expires: March 31, 2007

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Cross Reference: Notice  
**PIH 2003-31 (HA)**

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Subject: Non-Discrimination and Accessibility for Persons with Disabilities

1. **PURPOSE:** The purpose of this Notice is to remind recipients of Federal funds of their obligation to comply with pertinent laws and implementing regulations which mandate non-discrimination and accessibility in Federally funded housing and non-housing programs for persons with disabilities.

Additionally, this Notice provides information on key compliance elements of the relevant regulations and examples and resources to enhance recipients' compliance efforts. However, specific regulations must be reviewed in their entirety for full compliance.

2. **APPLICABILITY:** This Notice applies to all programs and activities receiving federal financial assistance either directly or indirectly from the Office of Public and Indian Housing.

Federal financial assistance and programs or activity are both defined very broadly. See 24 CFR 8.3 for the regulatory definitions.

Contractors or other agents of PHAs performing covered work or conducting covered activities on behalf of PHAs are subject to the requirements of this Notice.

3. **BACKGROUND:** Although the Department is aware that many HUD recipients are doing an excellent job of providing accessibility in their programs for persons with disabilities, it has been brought to the Department's attention that other HUD recipients may not be in compliance with the subject laws and implementing regulations. As part of an effort to achieve maximum compliance, this Notice will serve to emphasize the importance of compliance.

4. **NOTIFICATIONS:** It is recommended that public housing agencies (PHAs) and other recipients of Federal PIH funds provide this Notice to all current and future contractors, agents and housing choice voucher program owners participating in covered programs/activities or performing work covered under the above subject legislation and implementing regulations.

## **I. STATUTORY/REGULATORY REQUIREMENTS**

Some statutory and regulatory provisions overlap others. Where there is a conflict, the most stringent provision applies including any state or local laws/regulations/codes which may be more stringent than Federal requirements.

### **A. SELF-EVALUATIONS/NEEDS ASSESSMENTS/TRANSITION PLAN**

1. Section 504 of the Rehabilitation Act of 1973 (Section 504)<sup>1</sup>; Title II of the Americans with Disabilities Act of 1990 (ADA)<sup>2</sup>:  
Initially, with the issuance of the Section 504 implementing regulations at 24 CFR Part 8 on June 2, 1988, PHAs were required to conduct needs assessments and develop transition plans to address the identified needs of residents and applicants with disabilities. The transition plan and the needs assessment are required to be available for public review pursuant to 24 CFR § 8.25(c). *See also* 24 C.F.R. § 8.51.

The Department's Office of Fair Housing and Equal Opportunity (FHEO) will continue, as a matter of routine, to request copies of any self-evaluations, needs assessments or transition plans in every compliance review and complaint investigation conducted of a HUD recipient. These documents may also be reviewed by other HUD offices in conjunction with funding applications and addressing non-compliance issues that may arise. In addition, effective January 26, 1992, Title II of the ADA required PHAs to conduct a self-evaluation of their current services, policies and practices. *See* 28 CFR §§ 35.105 and 35.150 (d).

PHA-Plan regulations pursuant to the U.S. Housing Act of 1937 at 24 CFR § 903.7(a)(1)(ii) require the submission of a statement addressing the housing needs of low-income and very low-income families, including such families with disabilities, who reside in the jurisdiction served by the PHA and families who are on the public housing and housing choice voucher program waiting list.

Additionally, to ensure continued compliance with Section 504 and Title II of the ADA, PHAs are encouraged to conduct needs assessments and self-evaluations, at least yearly, working with persons/residents with disabilities and local advocacy groups for persons with disabilities. (*See* 24 CFR §§ 8.25(c) and 8.51 for additional information). Transition Plans should be updated as a result of such needs assessments and self-evaluations. The Transition Plan must be made available for public review.

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<sup>1</sup> 29 U.S.C. § 794; 24 C.F.R. Part 8.

<sup>2</sup> 42 U.S.C. §§ 12101 *et seq.*; 28 C.F.R. Part 35.



## B. SECTION 504/24 CFR 8 – MAJOR PROVISIONS

[See <http://www.hud.gov/offices/fheo/disabilities/504keys.cfm>;

See also [http://www.access.gpo.gov/nara/cfr/waisidx\\_00/24cfr8\\_00.htm](http://www.access.gpo.gov/nara/cfr/waisidx_00/24cfr8_00.htm)]

1. New Construction [24 CFR § 8.22 (a) and (b)]. A minimum of 5 percent of the total dwelling units, or at least one unit (whichever is greater), must be made accessible for persons with mobility impairments, unless HUD prescribes a higher number or percentage pursuant to 24 C.F.R. § 8.23 (b)(2). An additional minimum of 2 percent of the units, or at least one unit (whichever is greater) must be made accessible for persons with hearing or vision impairments. In circumstances where greater need is shown, HUD may prescribe higher percentages than those listed above. [See 24 CFR 8.22(c).] Accessible units must be on an accessible route from site arrival points and connected by an accessible route to public and common use facilities located elsewhere on the site. Also, see visitability recommendations in Section I. of this Notice.
2. Substantial Alterations [24 CFR § 8.23 (a)]. If alterations are undertaken to a project that has 15 or more units and the cost of the alterations is 75 percent or more of the replacement cost of the completed facility, then the provisions of 24 CFR 8.22 (a) and (b) for new construction apply, with the sole exception that load bearing structural members are not required to be removed or altered.
3. Other Alterations [24 CFR § 8.23 (b)]. When other alterations are undertaken, including, but not limited to modernization, such alterations are required to be accessible to the maximum extent feasible, up until a point where at least 5 percent of the units in a project are accessible unless HUD prescribes a higher number or percentage pursuant to 24 CFR § 8.23 (b)(2). PHAs should also include up to 2 percent of the units in a development accessible for persons with hearing and vision impairments. See 24 CFR. § 8.32 (c) for exception regarding removing or altering a load-bearing structural member. (Note: these exceptions do not relieve the recipient from compliance utilizing other units/buildings/developments or other methods to achieve compliance with Section 504.)
4. Adaptable Units: Section 504 permits recipients to construct or convert adaptable units. A dwelling unit that is on an accessible route, as defined by Section 504 and UFAS, and is adaptable and otherwise in compliance with the standards set forth in 24 C.F.R. § 8.32 is “accessible”. Adaptable or adaptability means the ability of certain elements of a dwelling unit, such as kitchen counters, sinks and grab bars to be added to, raised, lowered, or otherwise altered to accommodate the needs of persons with or without disabilities, or to accommodate the needs of persons with different types or degrees of disabilities. An accessible route is defined as a continuous, unobstructed UFAS-compliant path as prescribed in 24 C.F.R. §§ 8.3 and 8.32; UFAS. § 4.3. See 24 C.F.R. §§ 8.3 & 8.32; UFAS §§ 4.34.3-4.34.6.

Adaptable units may be appropriate when the PHA has no immediate demand for accessible units since adaptable units may be more marketable to families without disabilities. [NOTE: A unit that meets the requirements of the Fair Housing Act Design & Construction requirements is **NOT** equivalent to an Adaptable or Accessible Unit as defined by UFAS and Section 504.]

5. Uniform Federal Accessibility Standards (UFAS) 24 C.F.R. § 8.32 –  
[See <http://www.access-board.gov/ufas/ufas-html/ufas.htm>]

The applicable accessibility standards for purposes of complying with Section 504 are the Uniform Federal Accessibility Standards (UFAS). See 24 C.F.R. §§ 8.3; 8.32 and Appendix A to 24 C.F.R. § 40. Under 24 C.F.R. § 8.32, compliance with UFAS shall be deemed to comply with the accessibility requirements of 24 C.F.R. §§ 8.21, 8.22, 8.23 and 8.25. Departures from the technical and scoping requirements of UFAS are permitted where substantially equivalent or greater access and usability of the building is provided. See 24 C.F.R. § 8.32 (a). The Federal Access Board promulgates the UFAS. See <http://www.Access-Board.gov>. See also Section I.C., below.

**NOTE:** On July 23, 2004, the U.S. Access Board issued new Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA) Guidelines which cover new construction and alteration of a broad range of facilities in the private and public sectors and serve as the basis for enforceable accessibility standards issued by Federal Agencies, including HUD. These Guidelines, once adopted by HUD, will replace the current Uniform Federal Accessibility Standards (UFAS). However, they will only apply to new construction and planned alterations and generally will not apply to existing facilities except where altered. HUD recipients are not required to comply with the new guidelines until such time as HUD adopts them as enforceable standards. Information about the new guidelines may be obtained from the Access Board website at <http://www.access-board.gov/ada-aba.htm>.

6. Reasonable Accommodations [24 CFR §§ 8.20, 8.21, 8.24 and 8.33]. PHAs and other recipients of Federal financial assistance are required to make reasonable adjustments to their rules, policies, practices and procedures in order to enable an applicant or resident with a disability to have an equal opportunity to use and enjoy the housing unit, the common areas of a dwelling or participate in or access programs and activities conducted or sponsored by the PHA and/or recipient. When a family member requires a policy modification to accommodate a disability, PHAs must make the policy modification unless doing so would result in a fundamental alteration in the nature of its program or an undue financial and administrative burden. If providing such an accommodation would result in an undue financial and administrative burden, the PHA is required to take any other action(s) that would not result in an undue burden financial and administrative burden. (See also discussion of reasonable accommodation on Screening/Reasonable Accommodations in Section 2F(6) and reasonable accommodation under the Fair Housing Act in Section 1E(3). Note: A recipient is not required to accommodate an individual with a disability by modifying a rule or policy that is required by statute. Such a change would be a fundamental alteration of a program.

For example:

A PHA that does not allow residents to have pets must modify its policies and allow a tenant with a disability to have an assistance animal if the animal is needed to provide the resident with a disability an equal opportunity to use and enjoy the housing

- If the recipient provides transportation to PHA sponsored/funded functions or activities then a recipient must ensure that accessible transportation is provided to accommodate person with disabilities and their aides including the reasonable accompaniment of relative(s) or acquaintance(s).

PHAs and other recipients of Federal financial assistance are also required to provide reasonable accommodations to tenants and applicants with disabilities who need structural modifications to existing dwelling units and public use and common use areas in order to make effective use of the recipient's program. Under the regulations, this obligation may be met either by making and paying for requested structural modifications or by using other equally effective methods. See 24 CFR §§ 8.20, 8.21(c), 8.24. However, when the PHA is accommodating a resident's disability-related needs without making structural changes, the PHA shall give priority to those methods that offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate. See 24 CFR §§ 8.21 (c), 8.24 (b) for a variety of suggested, but not all inclusive compliance methods.

As with other requested reasonable accommodations, PHAs and other recipients are not required to provide requested structural modifications if doing so would result in a fundamental alteration in the nature of the program or an undue financial and administrative burden. However, the PHA or other recipient is required to provide any other reasonable accommodation that would not result in an undue financial and administrative burden on the particular recipient and/or constitute a fundamental alteration of the program

. For example:

A PHA may be required to pay for and install a ramp to allow a resident who is a wheelchair user to have access to a dwelling unit that has a step at the front door if the resident cannot be accommodated by relocation to a different unit that meets the resident's needs.

- A PHA may be required to pay for and install grab bars in the resident's dwelling unit in order to accommodate a resident who has a mobility disability.
- A PHA may be permitted to transfer a resident with disabilities who needs an accessible unit to an appropriate available accessible unit or an appropriate accessible unit that can be modified in lieu of modifying the tenant's current inaccessible unit. .

**Note: this requirement to accommodate individual tenant's requests for accessible features is separate from the PHA's affirmative obligation to have an inventory of accessible units available for persons with disabilities pursuant to 24 C.F.R. §§ 8.22, 8.23 and 8.25.**

7. Distribution of Accessible Dwelling Units (24 CFR § 8.26). Required accessible dwelling units shall, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout projects and sites and shall be available in a sufficient range of sizes and amenities so that persons with disabilities have choices of living arrangements comparable to that of other families eligible for assistance under the same program.

8. Occupancy of Accessible Dwelling Units (24 CFR § 8.27). PHAs shall adopt suitable means including providing information in its application packets, providing refresher information to each resident during annual re-certifications and posting notices in its Admissions & Occupancy Offices to ensure that information regarding the availability of accessible dwelling units reaches eligible persons with disabilities. The PHAs shall also modify its Admissions, Occupancy and Transfer policies and procedures in order to maximize the occupancy of its accessible units by eligible individuals whose disability requires the accessibility features of the particular unit.

PHAs shall also take reasonable non-discriminatory steps to maximize the utilization of accessible units by eligible individuals whose disability requires the accessibility features of the particular unit. To this end, when an accessible unit becomes vacant, the PHA shall:

- a. First, offer the unit to a current occupant with disabilities in the same development that requires the accessibility features of the vacant accessible unit and occupying a unit not having those accessibility features. The PHA must pay moving expenses to transfer a resident with a disability to an accessible unit as an accommodation for the resident's disability.
- b. Second, if there is no current resident in the same development who requires the accessibility features of the vacant, accessible unit, the PHA will offer the unit to a current resident with disabilities residing in another development that requires the accessibility features of the vacant, accessible unit and occupying a unit not having those accessibility features.
- c. Third, if there is no current resident who requires the accessibility features of the vacant, accessible unit, then the PHA will offer the vacant, accessible unit to an eligible, qualified applicant with disabilities on the PHA's waiting list who can benefit from the accessible features of the available, accessible unit.
- d. Fourth, if there is not an eligible qualified resident or applicant with disabilities on the waiting list who wishes to reside in the available, accessible unit, then the PHA should offer the available accessible unit to an applicant on the waiting list who does not need the accessible features of the unit. However, the PHA may require the applicant to execute a lease that requires the resident to relocate, at the PHA's expense, to a non-accessible unit within thirty (30) days of notice by the PHA that there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit. *See* 24 C.F.R. § 8.27. Although the regulation does not mandate the use of the lease provision requiring the nondisabled family to move, as a best practice, the Department strongly encourages recipients to incorporate it into the lease. By doing so, a recipient may not have to retrofit additional units because accessible units are occupied by persons who do not need the features of the units. In addition, making sure that accessible units are actually occupied by persons who need the features will make recipients better able to meet their obligation to ensure that that their program is usable and accessible to persons who need units with accessible features. 24 CFR 8.20.

**Note:** A PHA may not prohibit an eligible disabled family from accepting a non-accessible unit for which the family is eligible that may become available before an accessible unit. The PHA is required to modify such a non-accessible unit as needed, unless the modification would result in an undue financial and administrative burden.

9. PHA Requirements for the Housing Choice Voucher Program (24 CFR § 8.28).  
[See Notice PIH 2005-05: New Freedom Initiative, Executive Order 13217: “Community-Based Alternatives for Individuals with Disabilities,” and the Housing Choice Voucher Program]

In carrying out the requirements of 24 CFR § 8.28, the PHA or other recipient administering a Housing Choice Voucher Program shall:

- (1) In providing notice of the availability and nature of housing assistance for low-income families under program requirements, adopt a suitable means to ensure that the notice reaches eligible individuals with disabilities and that they can have an equal opportunity to participate in the application process for the Housing Choice Voucher Program;
  - I. In its activities to encourage participation by owners, include encouragement of participation by owners having accessible units;
  - II. When issuing a Housing Voucher to a family which includes an individual with disabilities, include a current listing of available accessible units known to the PHA and, if necessary, otherwise assist the family in locating an available accessible dwelling unit;
  - III. Take into account the special problems of locating an accessible unit when considering requests by eligible individuals with disabilities for extensions of Housing Choice Vouchers; and
  - IV. In order to ensure that participating owners do not discriminate in the recipient’s Federally assisted program, a recipient shall enter into a HUD-approved contract with participating owners, which contract shall include necessary assurances of non-discrimination.

10. Non-housing Facilities (24 C.F.R. § 8.21). Newly constructed non-housing facilities shall be designed to be readily accessible to and usable by people with disabilities. Alterations to existing facilities shall be accessible to the maximum extent feasible – defined as not imposing an undue financial and administrative burden on the operations of the recipient’s program or activity. For existing non-housing facilities, PHAs shall operate each program or activity receiving Federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. There are a number of methods included in the regulation at 24 CFR § 8.21(c)(2) which may be used to accomplish accessibility in existing non-housing programs and activities. For example:

A PHA operates a community center. The PHA wishes to provide a tutoring program and the only available space available after school is on an

inaccessible second floor. A child who uses a wheelchair and lives in the PHA development served by the community center wishes to participate in the tutoring program. The PHA may provide space on the first floor for the child to work with his tutor or make tutoring available at another location that is accessible and convenient to the child as an alternative to installing an elevator or chair lift to get the child to the second floor tutoring site.

Departures from UFAS are permitted as outlined on Section I. B, item 5 of this Notice.

11. Accessibility Standards (24 CFR § 8.32). The design, construction or alteration of buildings in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with accessibility requirements of 24 CFR §§ 8.3, 8.21, 8.22, 8.23 and 8.25 with respect to those buildings. This does not require building alterations to remove or alter a load-bearing or structural member.
12. Common Areas. Section 504 and Title II of the ADA require that a PHA operate each existing housing program or activity receiving Federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. *See* 24 C.F.R. § 8.24(a) and 28 C.F.R. § 35.150 (a).

Therefore, the PHA must ensure that its common areas and public spaces serving its designated accessible units, including, but not limited to, community buildings, management offices, meeting rooms, corridors, hallways, elevators, entrances, parking, public transportation stops, social service offices, mail delivery, laundry rooms/facilities, trash disposal, playgrounds, child care centers, training centers and recreational centers, are accessible to individuals with disabilities. In the alternative, the PHA may offer the program, service or activity, currently located in an inaccessible location, in an equivalent, alternate accessible location.

Specifically, a PHA may comply with the requirements of 24 C.F.R. § 8.24 through such means as reassignment of services to accessible buildings, assignment of aides to beneficiaries, provision of housing or related services at alternate accessible sites, alteration of existing facilities and construction of new facilities, or any other methods that result in making its programs or activities readily accessible to and usable by individuals with disabilities. In choosing among available methods, the PHA shall give priority to those methods that offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate. *See* 24 C.F.R. § 8.24 (b).

### **C. ARCHITECTURAL BARRIERS ACT (ABA) OF 1968/24 CFR 40 – MAJOR PROVISIONS**

Accessibility Standards for Design, Construction and Alteration of Publicly Owned Residential Structures (24 CFR § 40.4) - The Architectural Barriers Act (ABA) provides that residential structures that are (1) constructed or altered by or on behalf of the United States; (2) leased in whole or in part by the United States after August 12, 1968, if constructed or altered in accordance with plans or specifications of the United States; or (3) financed in whole or in part by a grant or loan made by United States after August 12, 1968; shall be constructed to ensure that persons with physical disabilities have access to and use of these structures. Buildings constructed with Federal funds are subject to the ABA. *See* 24 C.F.R. § 40.2.

All residential structures designed, constructed or altered that covered by the ABA must comply with the accessibility requirements of the Uniform Federal Accessibility Standards (UFAS).

UFAS Notes:

- Under the Architectural Barriers Act, four standard setting agencies—the General Services Administration, HUD, the Department of Defense, and the United States Postal Service (USPS) are responsible for development of the standards for Federal facilities, currently the UFAS.
- Figure 47(a) in UFAS does not permit the water closet to encroach on the clear, unobstructed (*see* UFAS §3.5) floor space required to provide an unobstructed 60” turning circle. *See* UFAS § 4.34.2(2).
- UFAS includes a definition of structural impracticability that does not require changes if such changes would result in the removal or alteration of a load-bearing structural member and/or an increased cost of 50 percent or more of the value of the element of the building or facility. *See* UFAS § 3.5. This does not alleviate the recipient’s responsibility for making its programs and housing units accessible to persons with disabilities.
- The exception for bathrooms found at Section 4.22.3 of UFAS is not applicable to dwelling unit bathrooms.
- UFAS Section 4.34.2(15)(c) requires at least two bedrooms in dwelling units with two or more bedrooms to be accessible and located on an accessible route. PHAs need to be mindful that new construction or substantial rehabilitation of multistory dwelling units must be in compliance with this requirement. Further, the Department wishes to encourage designs that provide persons with disabilities access to all parts of their dwelling units, and therefore encourages PHAs to take advantages of the strategies outlined in the PIH guidebook, *Strategies for Providing Accessibility and Visitability for Hope VI and Mixed Finance Homeownership.*” This guidebook may be found at the following link: <http://www.hud.gov/offices/pih/programs/ph/hope6/pubs/index.cfm>.
- Because UFAS does not fully address accessibility of units for persons with impaired hearing, for the 2% units that are required to be accessible for persons with hearing impairments, it is recommended that PHAs follow either the 1998 or 2003 edition of ICC/ANSI A117.1 Standard for Accessible and Usable Buildings and Facilities. The 1998 edition includes criteria for such dwelling units in Chapter 10, Section 1004, Dwelling Units with Accessible Communication Features. The 2003 edition includes these criteria in Chapter 10, Section 1005. These Standards are available through the International Code Council, 5203 Leesburg Pike, Suite 600, Falls Church, VA 22041-3405.

Note: The U. S. Access Board issued new ADA and ABA Accessibility Guidelines in July 2004. See the note about this on Page 4, Item B.5.

**D. AMERICANS WITH DISABILITIES ACT OF 1990/28 CFR 35 FOR TITLE II (SEE [WWW.ADA.GOV](http://WWW.ADA.GOV)) –**

1. Applicability. Title II of the ADA prohibits discrimination on the basis of disability by public entities. Public entity means any state or local government; or any department, agency, special purpose district or other instrumentality of a State or States or local government, including a PHA. See 28 CFR §§ 35.102 and 35.104.
2. Maintenance of Accessible Features. A public entity shall maintain in operable working condition those features of facilities and equipment that are required to be readily accessible to and usable by persons with disabilities (28 CFR § 35.133).
3. Non-discrimination. A public entity shall operate each service, program or activity so that when viewed in its entirety, each service, program or activity is readily accessible to and usable by individuals with disabilities (28 CFR § 35.150).
4. Design and Construction. Each facility or part of a facility constructed by, on behalf of, or for the use of a public entity shall be designed and constructed in such a manner that the facility is readily accessible to and usable by individuals with disabilities, if the construction was commenced after January 26, 1992 (28 CFR § 35.151(a)).
5. Alterations. Each facility or part of a facility altered by, on behalf of, or for the use of a public entity in a manner that effects or could effect the usability of the facility or part of the facility shall, to the maximum extent feasible, be altered in such a manner that the altered portion of the facility is readily accessible to and usable by individuals with disabilities if the alteration was commenced after January 26, 1992. (28 CFR § 35.151(b)).
6. Accessibility standards. Design, construction, or alteration of facilities in conformance with the UFAS or with the ADA Accessibility Standards (ADA Standards) shall be deemed to comply with requirements of 28 CFR § 35.151 except that the elevator exemption contained at §§ 4.1.3(5) and 4.1.6(1)(j) of the ADA Standards shall not apply. (28 CFR § 35.151(c)). (Note: The title II regulations at 24 CFR Part 35 contain extensive requirements that apply to public entities, including PHAs, and should be reviewed in their entirety to ensure compliance with the ADA.).
7. Common Areas. Section 504 and Title II of the ADA require that a PHA operate each existing housing program or activity receiving Federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. See 24 C.F.R. § 8.24(a) and 28 C.F.R. § 35.150 (a).

Therefore, the PHA must ensure that its common areas and public spaces serving its designated accessible units, including, but not limited to, community buildings, management offices, meeting rooms, corridors, hallways, elevators, entrances, parking, transportation stops, social service offices, mail delivery, laundry rooms/facilities, trash disposal, playgrounds, child care centers, training centers and



recreational centers, are accessible to individuals with disabilities. In the alternative, the PHA may offer the program, service or activity, currently located in an inaccessible location, in an equivalent, alternate accessible location.

Specifically, a PHA may comply with the requirements of 28 C.F.R. § 35.150(a) through such means as reassignment of services to accessible buildings, assignment of aides to beneficiaries, provision of housing or related services at alternate accessible sites, alteration of existing facilities and construction of new facilities, or any other methods that result in making its programs or activities readily accessible to and usable by individuals with disabilities. In choosing among available methods, the PHA shall give priority to those methods that offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate. *See* 24 C.F.R. § 8.24 (b).

#### **E. THE FAIR HOUSING ACT/24 CFR PART 100**

[*See* <http://www.usdoj.gov/crt/housing/title8.htm>;

*see also* [http://www.access.gpo.gov/nara/cfr/waisidx\\_00/24cfr100\\_00.html](http://www.access.gpo.gov/nara/cfr/waisidx_00/24cfr100_00.html)]

##### 1. Illegal Inquiries (24 CFR § 100.202) – The Fair Housing Act makes it unlawful for a housing provider to:

- Ask if an applicant for a dwelling has a disability or if a person intending to reside in a dwelling or anyone associated with an applicant or resident has a disability, or
- Ask about the nature or severity of a disability of such persons.

Housing providers may make the following inquiries, provided these inquiries are made of all applicants, regardless of whether the applicant appears to have a disability or says he or she has a disability;

- An inquiry into an applicant's ability to meet the requirements of tenancy;
- An inquiry to determine if an applicant is involved in current, illegal use of drugs;
- An inquiry to determine if an applicant qualifies for a dwelling legally available only to persons with a disability or to persons with a particular type of disability. A PHA may inquire whether an applicant has a disability for determining if that person is eligible to live in mixed population (elderly/disabled) housing or housing designated for persons with disabilities;
- An inquiry to determine if an applicant qualifies for housing that is legally available on a priority basis to persons with disabilities or to persons with a particular disability. This means a PHA may ask applicants if they need units with accessible features, including units designed to be accessible for persons with hearing and/or visual impairments, or if they qualify for a housing choice voucher designated for persons with disabilities only.

Verification of eligibility for PHA programs and benefits for persons with disabilities: PHAs are required to verify that an applicant qualifies as a person with a disability before permitting them to move to housing designated for persons with disabilities, or granting the \$400 rent calculation deduction, disability expense allowance, or deduction for unreimbursed medical expenses. Applicants and residents cannot be compelled to reveal that they have a disability; however, if they do not, they may not receive any of the benefits that such status confers. The wisest course is to ask **all** applicants whether they wish to claim disability status or need any special unit features or methods of communication for persons with disabilities.

**Note:** The PHA should explain the consequences of the disclosure of one's disability as having possible benefits in rent calculation or an accessible unit, and required verification of disability prior to receipt of the particular benefit at issue. The verification issue is discussed in greater detail in Chapter 4 of the *Public Housing Occupancy Guidebook* (June 2003)

Verification of disability and need for requested reasonable accommodation(s): To verify that an applicant is a person with a disability, PHA staff can first check to see whether the applicant is under age 62 and receives either Social Security Disability Income (SSDI) or Supplemental Security Income (SSI) income. Receipt of such disability income is sufficient verification that an individual qualifies as a person with a disability. However, individuals with disabilities who do not receive SSI or SSDI may still qualify as a person with a disability under the statutory definitions of disability. In these cases, the individual with a disability may need to provide supporting documentation. (**Note:** Refer to Chapter 4 of the *Public Housing Occupancy Guidebook* (June 2003) for further information.)

If a person requests a reasonable accommodation, then the PHA may need to verify that the person is a qualified individual with a disability and whether a requested accommodation is necessary to provide the individual with an equal opportunity to use or enjoy a dwelling unit, including the public and common areas. In doing so, PHAs should only ask for information that is actually necessary to verify that the person has a disability and that there is a reasonable nexus between the individual's disability and the requested accommodation(s). PHAs are not permitted to inquire about the nature or severity of the person's disability. Further, PHA staff may never inquire about an individual's specific diagnosis or details of treatment. If a PHA receives documentation from a verification source that contains the individual's specific diagnosis, information regarding the individual's treatment and/or information regarding the nature or severity of the person's disability, the PHA should immediately dispose of this confidential information; this information should never be maintained in the individual's file. Under no circumstances should a PHA request an applicant's or resident's medical records, nor should PHAs require that applicants or residents submit to physical examinations or medical tests such as TB testing, or AIDS testing as a condition of occupancy. For further information about verification of disability related to requests for reasonable accommodation, see HUD and DOJ *Joint Statement on Reasonable Accommodations under the Fair Housing Act* (May 17, 2004).

<http://www.hud.gov/utilities/intercept.cfm?/offices/fheo/library/huddojstatement.pdf>nquiries related to

**Note:** It is a violation of Section 504 and the Fair Housing Act for a PHA to inquire whether an applicant or tenant is capable of “living independently.” Courts have consistently held that this is not a legitimate inquiry to make of applicants or residents in HUD-assisted housing and PHAs should ensure that their screening materials do not include questions related to such an inquiry.

2. Reasonable Modification to Existing Premises (24 CFR § 100.203) – Applies to private owners participating in housing choice voucher programs or other tenant-based programs, as well as to PHA owners of existing public housing units (But see Note below).

Under the Fair Housing Act, it is unlawful for an owner to refuse to permit a person with a disability, at their own expense, to make reasonable modifications of existing premises occupied or about to be occupied by a person with a disability if such modification may be necessary to afford the person with a disability full enjoyment of the premises. Under certain circumstances the owner may require the tenant to pay into an escrow account funds necessary to restore the interior of the unit to its original condition if the modification would interfere with the owner or next resident’s full enjoyment of the premises (see regulation for further requirements and guidance.) An owner may require that a resident restore modifications to the interior of the unit.

**Note:** PHAs must follow the more stringent reasonable accommodation requirements of 24 CFR §§ 8.4, 8.20, 8.24 and 8.33, which require PHAs to pay the cost of structural changes to facilities unless the PHA can accommodate the individual with a disability by equally effective means, or unless such structural changes would result in an undue financial and administrative burden (in such cases, the PHA must provide other alternative reasonable accommodation(s).) See also, discussion of reasonable accommodation under Section 504 above.

3. Reasonable Accommodation (24 CFR § 100.204) - Applies to private owners participating in Housing Choice Voucher programs, PHAs and all housing providers that are recipients of Federal financial assistance. PHAs are also covered under Section 504. (See Section I.B. above.) The Fair Housing Act makes it unlawful for any person to refuse to make reasonable accommodations in rules, policies, practices or services when such accommodations may be necessary to afford persons with disabilities equal opportunity to use and enjoy a dwelling unit, including public and common use areas (see regulation for further requirements and guidance). See HUD and DOJ *Joint Statement on Reasonable Accommodations under the Fair Housing Act* (May 17, 2004).  
<http://www.hud.gov/utilities/intercept.cfm?/offices/fheo/library/huddojstatement.pdf>.

4. Design & Construction Requirements (24 CFR § 100.205) - applies to housing regardless of whether it receives federal financial assistance. The Fair Housing Act requires that covered multifamily dwellings, available for first occupancy after March 13, 1991 shall be designed and constructed so that:

- a. At least one building entrance is on an accessible route unless impractical due to terrain [24 CFR § 100.205(a)],
- b. Public and common use areas are accessible [24 CFR § 100.205(c)(1)],
- c. All doors into and within all premises are wide enough for passage by persons using wheelchairs [24 CFR § 100.205(c)(2),
- d. All premises within covered multifamily dwelling units contain the following features of adaptable design:
  - (i) An accessible route into and through the dwelling unit [24 CFR § 100.205(c)(3)(i)]
  - (ii) Light switches, outlets, electrical outlets, thermostats and other environmental controls, etc. are in accessible locations [24 CFR § 100.205(c)(3)(ii)]
  - (iii) Reinforcements in bathroom walls for later installation of grab bars [24 CFR § 100.205(c)(3)(iii)]
  - (iv) Usable kitchens and bathrooms for people using wheelchairs [24 CFR § 100.205(c)(3)(iv)]

The Act defines “covered multifamily dwelling” as:

- a. dwellings in buildings with four or more units served by one or more elevators, and
- b. ground floor units in other buildings with four or more units except townhouses without internal elevators.

On March 6, 1991, the Department published Fair Housing Accessibility Guidelines to give the building industry a safe harbor for compliance with the accessibility requirements of the Act. *See* 56 Federal Register 9472-9515, March 6, 1991. [*See* <http://www.hud.gov/offices/fheo/disabilities/fhefhag.cfm>.] These Guidelines were supplemented by the following notice, “Supplement to Notice of Fair Housing Accessibility Guidelines: Questions and Answers About the Guidelines”, published in the Federal Register on June 28, 1994 (59 Federal Register 33362-33368, June 28, 1994). These Guidelines and the Supplemental Notice apply ONLY with respect to the accessibility requirements of the Fair Housing Act.

Following reviews of certain building code documents and two subsequent editions of the ANSI A117.1 standard, the Department currently recognizes eight documents as providing a safe harbor for meeting the accessibility requirements of the Fair Housing Act. NOTE: Once gain; these safe harbors only apply to the Fair Housing Act. They do not apply to the accessibility requirements mandated under Section 504 of the Rehabilitation Act for HUD-assisted housing. The eight safe harbors are:

1. HUD’s March 6, 1991 Fair Housing Accessibility Guidelines (the Guidelines) and the June 28, 1994 Supplemental Notice to Fair Housing Accessibility Guidelines: Questions and Answers About the Guidelines;

2. ANSI A117.1-1986 – Accessible and Usable Buildings and Facilities, used in conjunction with the Act, HUD’s regulations and the Guidelines;
3. CABO/ANSI A117.1-1992 – Accessible and Usable Buildings and Facilities, used in conjunction with the Act, HUD’s regulations, and the Guidelines;
4. ICC/ANSI A117.1-1998 - Accessible and Usable Buildings and Facilities, used in conjunction with the Act, HUD’s regulations, and the Guidelines;
5. HUD’s Fair Housing Act Design Manual;
6. Code Requirements for Housing Accessibility 2000 (CRHA), approved and published by the International Code Council (ICC), October 2000;
7. International Building Code (IBC) 2000, as amended by the IBC 2001 Supplement to the International Codes; and
8. 2003 International Building Code (IBC), with one condition.

Effective February 28, 2005 HUD determined that the IBC 2003 is a safe harbor, conditioned upon ICC publishing and distributing a statement to jurisdictions and past and future purchasers of the 2003 IBC stating, “ICC interprets Section 1104.1, and specifically, the Exception to Section 1104.1, to be read together with Section 1107.4, and that the Code requires an accessible pedestrian route from site arrival points to accessible building entrances, unless site impracticality applies. Exception 1 to Section 1107.4 is not applicable to site arrival points for any Type B dwelling units because site impracticality is addressed under Section 1107.7.”

**Note:** It should be noted that the ANSI A117.1 standard contains only technical criteria, whereas the Fair Housing Act, HUD’s regulations, and the Guidelines contain both scoping and technical criteria. Therefore, in using any of the ANSI standards, it is necessary to also consult the Fair Housing Act, HUD’s regulations, and the Guidelines for the scoping requirements. The CRHA and the IBC contain both scoping and technical criteria and are written in building code language.

**Note:** In many cases, properties constructed with Federal financial assistance must meet both the Section 504 new construction requirements applicable to PHAs at 24 CFR § 8.22 and the Fair Housing Act design and construction requirements. For example:

- An elevator building constructed with Federal financial assistance would be required to have 100% of the dwelling units meet the Fair Housing Act design and construction requirements (24 CFR 100.205), and of this 100%, 5% would also need to comply with the stricter accessibility requirements of Section 504 and 24 CFR 8.22. .

**Note:** Section 504 requires that an additional 2 percent of the units must be accessible for persons with vision or hearing impairments. 24 C.F.R. § 8.22 (b).

- Section 504 would require that a newly-constructed 100-unit two-story walk-up apartment building with no elevator that is constructed with Federal financial assistance is required to have a total of five accessible units for persons with mobility disabilities (5% of 100 units = 5 accessible units). If half of the 100 units were on the ground floor and half on the second floor, all 5 units would be required to be on the ground floor and built to comply with the Section 504 accessibility requirements at 24 CFR §§ 8.22 and 8.32. In addition, since all of the ground floor units are subject to the Fair Housing Act's design and construction requirements, all of the units on the ground floor would need to meet these requirements. For the most part, the 5% units designed to comply with Section 504 will meet the Fair Housing Act requirements, however, as noted above, there are a few Fair Housing Act requirements that are not required under Section 504. .

**Note:** Section 504 requires that an additional 2 percent of the units must be accessible for persons with vision or hearing impairments. These units can be located on either floor of the two-story walk-up, non-elevator building. *See* 24 C.F.R. § 8.22 (b).

- A development consisting entirely of multi-story dwelling units is not a covered multifamily dwelling for purposes of the design and construction requirements at 24 CFR § 100.205 unless any of the multistory dwelling units have an internal elevator. If any of the multistory dwelling units has an internal elevator, that dwelling unit and any public and common use spaces would be required to be accessible.. However, Section 504 would require that the development provide 5% of the units accessible for persons with mobility disabilities and an additional 2% accessible for persons with hearing or vision impairments. This can be accomplished by making 5% of the multi-story units accessible or by making building 5% of the development as single-story accessible units. *See* 24 CFR § 8.22. (A single story townhouse development of 4 or more units would also have to comply with the Fair Housing Act design and construction requirements).
- ICC Interprets Section 1104.1 and, specifically, the exception to Section 1104.1, to be read together with Section 1107.4, and that the Code requires an accessible pedestrian route from site arrival points to accessible building entrances unless site impracticality applies. Exception 1 to Section 1107.4 is not applicable to site arrival points for any "Type B" dwelling units because site impracticality is addressed under Section 1107.7.

## **F. UNIVERSAL DESIGN**

Universal Design is a design concept that encourages the construction or rehabilitation of housing and elements of the living environment in a manner that makes them usable by all people, regardless of ability, without the need for adaptation or specialized design. The intent of universal design is to simplify life for everyone by making products and the building environment more usable to as many people as possible at little or no extra cost. Universal design should strive for social integration and avoidance of discrimination, stigma, and dependence. By designing housing that is accessible to all there will be an increase in the

availability of affordable housing for all, regardless of age or ability. *See* <http://www.design.ncsu.edu/cud>.

**Note:** Universal Design concepts do not typically reach all of the requirements of accessibility laws like Section 504 and the Fair Housing Act and that care must be taken to ensure that the requirements of all applicable laws are met in projects promoting universal design.

## II. PROGRAM SPECIFIC COMPLIANCE/ACTIVITIES

### A. HOUSING CHOICE VOUCHER PROGRAM

[*See* Notice PIH 2005-05: New Freedom Initiative, Executive Order 13217: “Community-Based Alternatives for Individuals with Disabilities,” and the Housing Choice Voucher Program]

1. PHAs may give preference in admission to applicants with disabilities based on local needs and priorities. However, the PHA may not give a preference for admission of persons with a specific disability. *See* 24 CFR § 982.207(b)(3).
2. A person with disabilities may choose a suitable unit from among units available for rent in the local rental market.
3. The HUD field office may approve an exception payment standard amount within the upper range (between 110-120% of the Fair Market Rent) if required as a reasonable accommodation for a family that includes a person with disabilities. Any exceptions to the payment standards would be granted as a reasonable accommodation after the family with a person with disabilities locates a unit if needed as a reasonable accommodation. *See* 24 CFR § 982.503(c)(2)(ii). Requests for exception rents above 120% that are needed as a reasonable accommodation to a person with a disability to allow the person to rent an appropriate unit must be submitted to HUD headquarters for regulatory waiver and approval.
4. A PHA may approve the leasing of a unit from a relative to provide reasonable accommodation for persons with disabilities. This provision does not apply to shared housing. *See* 24 CFR §§ 982.306(d), 982.615 (b)(3).
5. Owners of private rental units leased with voucher assistance must make reasonable accommodations in rules, policies, practices or services if necessary for a person with disabilities to use the housing and must allow the person with a disability to make reasonable modifications in accordance with 24 C.F.R. § 100.203. *See also* 24 CFR § 100.204 (a).

### B. SECTION 8/HOMEOWNERSHIP OPTION 24 CFR § 982.625 – THRU § 982.643

1. A disabled family meets the first-time homeowner requirement even if the family owned a home within the last three years if use of the homeownership option is needed as a reasonable accommodation so that the housing choice voucher program is readily accessible to and usable by the family member with a disability. 24 CFR § 982.(b)(3).

2. The PHA must count welfare assistance for a disabled family in determining whether the family meets the minimum annual income used to determine if a family member qualifies for commencement of home ownership assistance. *See* 24 CFR § 982.627(c)(2)(ii).
3. The full-time employment eligibility requirement does not apply to a family with a disability. 24 CFR§ 982.627(d)(3).
4. The limit on the length of time a family may receive homeownership assistance does not apply to families with disabilities. 24 CFR§ 982.634(c).
5. Covered homeownership expenses may include principal and interest on mortgage debt incurred by the family to finance the cost of making the home accessible for a family member with a disability if the PHA determines the allowance of such costs is needed as a reasonable accommodation. 24 CFR § 982.635(c)(vii).
6. HUD published an interim rule on June 22, 2001, to implement the three-year pilot program authorized by section 302 of the American Homeownership and Equal Opportunity Act of 2000. Under the pilot program, PHAs may admit families with disabilities whose annual income is greater than 80 percent of the area median into the pilot program. (However, if the annual income of a family with a disability participating in the pilot program exceeds 80 percent of the area median income, the amount of assistance the family would normally receive under the subsidy formula for the basic homeownership option is reduced.) Under the pilot, the PHA may also permit the family to move to a new unit with continued homeownership assistance if the PHA determines that the default is due to catastrophic medical reasons or due to the impact of a Federally declared major disaster or emergency.

### **C. PROJECT-BASED VOUCHER PROGRAM**

1. PHAs, at their discretion, may choose to use up to 20 percent of their tenant-based assistance for project-based subsidies to encourage the development of projects for persons with disabilities.
2. Under the new law governing project-based assistance, only 25 percent of the units in a building may be subsidized. However, the law allows an exception for projects for families with disabilities, elderly families and for families who receive supportive services.

**NOTE:** 24 CFR § 982.207(b) states that PHAs may adopt a preference in their project-based voucher program for admission of families that include persons with disabilities, but may not adopt a preference for admission of persons with a specific disability. PIH may waive this regulation, if, and only if the proposed preference meets the requirements of 24 CFR § 8.4(b)(1)(iv) which states that a recipient of Federal funds may not, solely on the basis of disability, provide different or separate housing, aid, benefit, or services to individuals with disabilities or to any class of individuals with disabilities from that provided to others, unless *such action is*



*necessary to provide qualified individuals with disabilities with housing, aid, benefits, or services that are as effective as those provided to others.*

#### **D. CAPITAL FUND PROGRAM**

Planning. Regulations governing the Capital Fund at 24 CFR 968 require compliance with statutory and regulatory requirements prohibiting discrimination against persons with disabilities. PHAs must ensure that all work is in compliance with these requirements in conducting Capital Fund activities.

- a. Substantial Alterations. The requirements for new construction at 24 CFR § 8.22(a) and (b) are applicable for all units that are substantially altered. [*See definition of substantial alteration at 24 CFR § 8.23(a).*]
- b. Other Alterations. If alterations are not substantial, then PHAs are required to provide accessible units up to 5 percent of the units in the development or replace the elements being modernized with accessible elements in all units of the project. PHAs should provide an additional 2 percent of the units for persons with hearing or vision impairments. *See 24 C.F.R. § 8.23 (b).*
- c. Reasonable Accommodations. PHAs should include in their projections of modernization needs amounts to cover known and projected alterations to units and facilities to address reasonable accommodation requests on a case-by-case basis.
- d. Residents/Advocacy Consultation. PHAs are encouraged to ensure that, at least yearly, residents with disabilities and advocates for persons with disabilities have an opportunity to provide input on modernization plans and activities.

The housing needs of persons with disabilities, accessible units and compliance with Section 504, the ADA, and the FHA are required to be addressed in accordance with 24 CFR § 903.7. Also, see 24 CFR Part 903 for additional related requirements.

**Note:** Modernization activities covered by statutory civil rights requirements such as Section 504, the ABA, the FHA and the ADA take precedence over non-emergency modernization activities.

#### **E. HOPE VI**

1. HOPE VI Notice of Funding Availability (NOFA) Accessibility Requirements. The design of proposed new construction and/or rehabilitation of housing must conform to the civil rights statutes and regulations delineated in each Grantee's Grant Agreement.
2. Accessible For-Sale Units. The HOPE VI Program encourages PHAs to include 5 percent of for-sale units accessible for persons with mobility impairments and 2 percent for persons with hearing and vision impairments.

3. Visitability. The HOPE VI Program strongly encourages making as many “visitable” units as possible. Visibility standards recommended by HUD apply to units that are not otherwise covered by accessibility requirements. The elements of visitability are also described in the Glossary of HOPE VI terms, which is posted to the HOPE VI website. See <http://www.hud.gov/hopevi>.
4. Advocacy Consultation/Participation. The HOPE VI Program encourages PHAs to work with local advocacy groups that represent persons with disabilities, the elderly and other special needs populations in developing HOPE VI plans.
5. Relocation Units. HOPE VI funds can be used to modify units to be occupied by families in the housing choice voucher program to make them accessible for residents with disabilities. The Department has determined that the costs of accessibility modification in rental units which are necessary for persons with disabilities who receive tenant-based relocation assistance under the voucher program in connection with a HOPE VI project are eligible HOPE VI expenditures. The method of implementation is to be determined by each individual locality.
6. Homeownership Design Handbook. To order a copy of strategies for providing accessibility and visitability for HOPE VI and mixed finance homeownership, go to the publications and resources page of the HOPE VI website at <http://www.hud.gov/offices/pih/programs/ph/hope6/pubs/index.cfm>.
7. Designated Housing Plans. All allocation plan applications for designated housing are now published on HUD’s web site at [www.hud.gov/pih](http://www.hud.gov/pih).
8. Single People with Disabilities. The HOPE VI program encourages 1 bedroom units for single people with disabilities.
9. Accessible Townhouse Design. In addition to the designs already available and in use, HOPE VI will continue to explore design alternatives for townhouse dwellings.

**F. ADMISSION/OCCUPANCY**

1. Application Process. PHAs must ensure that all employees who are involved in the application process understand how to conduct tenant selection and screening without discriminating on the basis of any protected class, in particular applicants with disabilities. All application offices must be accessible. The PHA must provide accessible materials for persons with sight and hearing impairments and otherwise provide effective communication, upon request. See 24 C.F.R. § 8.6.. A PHA must make special arrangements to take the application of persons who are unable to come to the PHA’s offices because of a disability. At the initial point of contact with each applicant, the PHA must inform all applicants of alternative forms of communication. See 24 C.F.R. § 8.6.
2. Effective Communication/Provision of Auxiliary Aids & Services:

The PHA shall provide appropriate auxiliary aids and services, where necessary, to afford an individual with disabilities an equal opportunity to participate in the PHA’s

programs, services and activities. In determining what auxiliary aids are appropriate, the PHA shall give primary consideration to the request(s) of the individual with disabilities unless doing so would result in a fundamental alteration of the PHA's programs or in undue financial and administrative burden. If an action would result in such an alteration or burdens, the PHA shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that, to the maximum extent possible, individuals with disabilities receive the benefits and services of the PHA's program or activity.

The PHA is not required to provide individually prescribed devices, readers for personal use or study, or other devices of a personal nature. *See* 24 C.F.R. § 8.6, 28 C.F.R. §§ 35.160 and 35.161.

When the PHA has initial contact with the applicant, resident, or member of the public, the PHA staff should ask whether the applicant, resident, or member of the public requires an alternate form of communication. Examples of alternative forms of communication might include, but are not limited to: the provision of a qualified sign language interpreter; having written materials explained orally by staff either in person or by telephone; provision of written materials in large/bold font; information on audiocassette; permitting applicants to file applications by mail; and permitting alternative sites for the receipt of applications.

In addition, the PHA may never require the applicant to provide, or pay for, his/her own sign language interpreter. Rather, it is always the PHA's responsibility to provide, upon request, a qualified sign language interpreter. However, the PHA's responsibility to provide a qualified sign language interpreter does not preclude an individual's right to have a friend, relative or advocate accompany him/her for purposes of conducting business with the PHA.

3. Live-in-Aides. In some cases, individuals with disabilities may require a live-in-aide. A PHA should consider a person a live in aide if the person: (1) is determined to be essential to the care and well being of a family member with a disability; (2) is not obligated to support the family member; and (3) would not be living in the unit except to provide the supportive services. A live-in-aide should not be required to share a bedroom with another member of the household. *See* 24 CFR §§ 966.4(d)(3) and 982.316], 982. 402(b).
4. Verification. The PHA may verify a person's disability only to the extent necessary to ensure that applicants are qualified for the housing for which they are applying; that applicants are qualified for deductions used in determining adjusted income; that applicants are entitled to any preference they may claim; and that applicants who have requested a reasonable accommodation have a need for the requested accommodation. A PHA may not require applicants to provide access to confidential medical records in order to verify a disability nor may a PHA require specific details as to the disability. A PHA may require documentation of the manifestation of the disability that causes a need for a specific reasonable accommodation or accessible unit. A PHA may not seek the individual's specific diagnosis, nor may the PHA seek information regarding the nature, severity or effects of the individual's disability.

5. Vacant Accessible Units. In order to maximize the use of accessible features of the unit, if an appropriate size accessible unit is not available, a PHA may consider over-housing an applicant with a disability who needs an accessible unit. *See* 24 C.F.R. § 8.27. If there is not an eligible, qualified resident or applicant with disabilities on the waiting list who wishes to reside in the available, accessible or adaptable unit, then the PHA may offer the unit to an applicant on the waiting list or another resident who does not need the accessible features of the unit. *See* 24 C.F.R. § 8.27. However, the PHA may require the applicant or resident to execute a Lease/Lease Addendum that requires the resident to relocate at the PHA's expense to a vacant, non-accessible unit within thirty (30) days of notice by the PHA that there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit. See discussion in Section I.B(8).

In addition, the PHA should maintain an adequate pool of eligible applicants with disabilities who require accessible or adaptable units so that when such a unit becomes available, there is an eligible applicant with disabilities ready and willing to rent the unit. *See* 24 C.F.R. § 8.27. The PHA should also conduct outreach activities for income-eligible persons with disabilities. The outreach activities may include, but is not limited to publicity/advertising in local print media, contacts with advocacy groups representing persons with disabilities and other entities that come into contact with persons with disabilities such as social service agencies, medical providers, etc.

**Reminder** – As noted previously in Paragraph B. 7 – “Occupancy of Accessible Dwelling Units” – Section 504 requires that accessible units must be offered first to a current PHA resident in need of the accessible features of the available accessible unit and second, to a qualified applicant with a disability on the PHA’s waiting list who requires the accessibility features of the vacant, accessible unit. *See* 24 C.F.R. § 8.27.

6. Screening/Reasonable Accommodations. Many applicants with disabilities will pass screening, will not need a reasonable accommodation, will not need special accessibility features, and will be admitted in exactly the same manner as applicants without disabilities. Applicants who fail screening will receive a rejection letter. This letter must provide all applicants with information concerning the PHA’s informal review process and their right to request a hearing. The letter must also state that applicants with disabilities have the right to request reasonable accommodations to participate in the informal hearing process. The PHA is obligated to provide such reasonable accommodation unless doing so would result in a fundamental alteration in the nature of the PHA’s program.

If requested by the applicant, a PHA must consider verifiable mitigating circumstances that explain and/or overcome any prior misconduct related to a previous tenancy. If a reasonable accommodation would allow an applicant with a disability to meet the eligibility requirements for housing, a housing provider must provide the requested accommodation.

A reasonable accommodation allows the applicant with a disability to meet essential requirements of tenancy; it does not require the PHA to reduce or waive essential eligibility or residency requirements. Examples of reasonable accommodations

include, but are not limited to: physical alteration of units; making services and programs currently located in an inaccessible location in an alternate, accessible location; and revising the PHA's policies and procedures. The PHA should focus on finding a reasonable accommodation that will permit the applicant with a disability to comply with the essential obligations of tenancy. A PHA is not required to excuse the applicant from meeting those requirements. The PHA should provide all applicants with information regarding the PHA's Reasonable Accommodation Policy and Procedures at the time they apply for admission and at every annual re-certification. Each PHA must have a reasonable accommodation policy. The PHA's responsibility to provide reasonable accommodations for applicants and residents is present at all times, including during lease enforcement. See discussion in Section I.B.(6).

7. Unit Size. In public housing, a family with a disability may need a unit that is larger than the PHA's permitted occupancy standards. It is unlawful to fail to provide a reasonable accommodation which denies such a family the opportunity to apply for and obtain a larger unit if the disability of the family member requires this type of accommodation.
8. Unit Location. In public housing, a family applying for a unit or requesting a transfer may need a first floor unit due to a disability.

**Note:** Persons with disabilities cannot be required to occupy first floor units in elevator buildings, or in non-elevator buildings if the person is able to and wishes to use stairs.

9. Pets: Regular PHA pet policies do not apply to animals that are used to assist persons with disabilities and are necessary as a reasonable accommodation. [An "Assistance Animal" is an animal that is needed as a reasonable accommodation for persons with disabilities. An assistance animal is not considered a "pet" and thus, is not subject to the PHA's pet policy. Assistance animals are animals that work, provide assistance, perform tasks for the benefit of a person with a disability or provide emotional support that alleviates one or more identified symptoms or effects of a person's disability.]

A PHA may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners and, in some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed by the person with a disability.

Assistance animals are exempt from a PHA's "pet" restrictions or a PHA's policy requiring pet deposits or monthly pet fees. However, all reasonable lease provisions relating to health and safety apply to assistance/service animals such as maintaining the premises in a clean and sanitary condition and ensuring that neighbors enjoy their premises in a safe and peaceful manner.

## **I. VISITABILITY**

1. Visitability Concept. Although not a requirement, it is recommended that all

design, construction and alterations incorporate, whenever practical and economical, the concept of visitability in addition to the requirements under Section 504, the Architectural Barriers Act, Title II of the Americans with Disabilities Act and the Fair Housing Act.

Visitability is a design concept, for very little or no additional cost, that enhances the ability of persons with disabilities to interact with their neighbors, friends and associates in the community. *See* [www.huduser.org/publications/pubasst/strategies.html](http://www.huduser.org/publications/pubasst/strategies.html)

2. Design Considerations. Visitability design incorporates the following in all new construction or alterations, in addition to other requirements, whenever practical and possible for as many units as possible within a development:
  - a. Provide a 32” clear opening in all bathroom and interior doorways.
  - b. Provide at least one accessible means of egress/ingress for each unit.
3. Benefits of Visitability. Visitability also expands the availability of housing options for individuals who may not require full accessibility. It will assist PHAs in making reasonable accommodations and reduce, in some cases, the need for transfers when individuals become disabled in place. Visitability will also improve the marketability of units.

#### **J. ACCESSIBILITY FUNDING SOURCES**

PHA Capital Fund, PHA operating budgets, PHA operating reserves, PHA Housing Choice Voucher administrative fees and administrative fee reserves, State or local Community Development Block Grant funds, State and local HOME Program funds, Corporate donations, non-profit contributions from organizations such as Rotary Clubs, Lions Clubs, sororities/fraternities, etc., subject to applicable program requirements.

For further information about this Notice, contact the nearest HUD Office of Public Housing within your State. Locations of these offices are available on HUD’s website at <http://www.hud.gov/>.

\_\_\_\_\_  
/s/  
Orlando J. Cabrera, Assistant Secretary for  
Public and Indian Housing

The Housing Authority Of Gloucester County

**Notice of Occupancy Rights under the Violence Against Women Act<sup>1</sup>**

**To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that The Housing Authority of Gloucester County (HAGC's) Section 8 Housing Choice Voucher Program (HCV) is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

**Protections for Applicants**

If you otherwise qualify for assistance under HAGC's HCV you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

**Protections for Tenants**

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

<sup>2</sup> 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.

If you are receiving assistance under HAGC's HCV, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under HAGC's HCV solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

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

### **Removing the Abuser or Perpetrator from the Household**

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

If HAGC chooses to remove the abuser or perpetrator, HAGC may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, HAGC must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.



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

### **Moving to Another Unit**

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

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- (3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

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

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

HAGC's emergency transfer plan provides further information on emergency transfers, and HAGC must make a copy of its emergency transfer plan available to you if you ask to see it.

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

HAGC can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HAGC must be in writing, and HAGC must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. HAGC may, but does not have to, extend the deadline for the submission of documentation upon your request.

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

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

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

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

### **Confidentiality**

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

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

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

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

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

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

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

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

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

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

### **Other Laws**

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to

additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

**Non-Compliance with The Requirements of This Notice**

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with HAGC or with a HUD field Office.

# Housing Assistance Payments Contract (HAP Contract)

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

## Section 8 Tenant-Based Assistance Housing Choice Voucher Program

OMB Approval No. 2577-0169  
(Exp. 10/31/2010)

**Privacy Act Statement.** The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names and unit address, and owner's name and payment address is mandatory. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family or owner participation in the program.

### Instructions for use of HAP Contract

This form of Housing Assistance Payments Contract (HAP contract) is used to provide Section 8 tenant-based assistance under the housing choice voucher program (voucher program) of the U.S. Department of Housing and Urban Development (HUD). The main regulation for this program is 24 Code of Federal Regulations Part 982.

The local voucher program is administered by a public housing agency (PHA). The HAP contract is an agreement between the PHA and the owner of a unit occupied by an assisted family. The HAP contract has three parts:

Part A Contract information (fill-ins). See section by section instructions. Part B  
Body of contract  
Part C Tenancy addendum

### Use of this form

Use of this HAP contract is required by HUD. Modification of the HAP contract is not permitted. The HAP contract must be word-for-word in the form prescribed by HUD.

However, the PHA may choose to add the following:

Language that prohibits the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Such a prohibition must be added to Part A of the HAP contract.

Language that defines when the housing assistance payment by the PHA is deemed received by the owner (e.g., upon mailing by the PHA or actual receipt by the owner). Such language must be added to Part A of the HAP contract.

To prepare the HAP contract, fill in all contract information in Part A of the contract. Part A must then be executed by the owner and the PHA.

### Use for special housing types

In addition to use for the basic Section 8 voucher program, this form must also be used for the following "special housing types" which are voucher program variants for special needs (see 24 CFR Part 982, Subpart M): (1) single room occupancy (SRO) housing; (2) congregate housing; (3) group home; (4) shared housing; and (5) manufactured home rental by a family that leases the manufactured home and space. When this form is used for a special housing type, the special housing type shall be specified in Part A of the HAP contract, as follows: "This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: (Insert Name of Special Housing type)."

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2) cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

### How to fill in Part A

Section by Section Instructions

#### Section 2: Tenant

Enter full name of tenant.

#### Section 3. Contract Unit

Enter address of unit, including apartment number, if any.

#### Section 4. Household Members

Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities.

#### Section 5. Initial Lease Term

Enter first date and last date of initial lease term.

The initial lease term must be for at least one year. However, the PHA may approve a shorter initial lease term if the PHA determines that:

- Such shorter term would improve housing opportunities for the tenant, **and**
- Such shorter term is the prevailing local market practice.

#### Section 6. Initial Rent to Owner

Enter the amount of the monthly rent to owner during the initial lease term. The PHA must determine that the rent to owner is reasonable in comparison to rent for other comparable unassisted units. During the initial lease term, the owner may not raise the rent to owner.

#### Section 7. Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

#### Section 8. Utilities and Appliances.

The lease and the HAP contract must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 8 to show who is responsible to provide or pay for utilities and appliances.



**Housing Assistance Payments Contract  
(HAP Contract)  
Section 8 Tenant-Based Assistance  
Housing Choice Voucher Program**

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

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**Part A of the HAP Contract: Contract Information**

(To prepare the contract, fill out all contract information in Part A.)

**1. Contents of Contract**

This HAP contract has three parts:

Part A: Contract Information

Part B: Body of Contract Part

C: Tenancy Addendum

**2. Tenant**

**3. Contract Unit**

**4. Household**

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

**5. Initial Lease Term**

The initial lease term begins on (mm/dd/yyyy): \_\_\_\_\_

The initial lease term ends on (mm/dd/yyyy): \_\_\_\_\_

**6. Initial Rent to Owner**

The initial rent to owner is: \$ \_\_\_\_\_

During the initial lease term, the owner may not raise the rent to owner.

**7. Initial Housing Assistance Payment**

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is \$ \_\_\_\_\_ per month.

The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.



**8. Utilities and Appliances**

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type			Provided by	Paid by
Heating	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other	
Cooking	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other	
Water Heating	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other	
Other Electric					
Water					
Sewer					
Trash Collection					
Air Conditioning					
Refrigerator					
Range/Microwave					
Other (specify)					

**Signatures:  
Public Housing Agency**

\_\_\_\_\_  
Print or Type Name of PHA

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name and Title of Signatory

\_\_\_\_\_  
Date (mm/dd/yyyy)

**Owner**

\_\_\_\_\_  
Print or Type Name of Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name and Title of Signatory

\_\_\_\_\_  
Date (mm/dd/yyyy)

**Mail Payments to:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address (street, city, State, Zip)

**Housing Assistance Payments Contract  
(HAP Contract)  
Section 8 Tenant-Based Assistance  
Housing Choice Voucher Program**

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

**Part B of HAP Contract: Body of Contract**

**1. Purpose**

- a. This is a HAP contract between the PHA and the owner. The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 982).
- b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.
- c. During the HAP contract term, the PHA will pay housing assistance payments to the owner in accordance with the HAP contract.
- d. The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the PHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

**2. Lease of Contract Unit**

- a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.
- b. The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.
- c. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).
- d. The owner certifies that:
  - (1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.
  - (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
  - (3) The lease is consistent with State and local law.
- e. The owner is responsible for screening the family's behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

**3. Maintenance, Utilities, and Other Services**

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.
- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies

- d. for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.
- d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.
- e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.
- f. The PHA must notify the owner of any HQS defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the lease.

**4. Term of HAP Contract**

- a. **Relation to lease term.** The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
- b. When HAP contract terminates.
  - (1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
  - (2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.
  - (3) If the family moves from the contract unit, the HAP contract terminates automatically.
  - (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
  - (5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.
  - (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.



- (7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
- (8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.
- (9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

**5. Provision and Payment for Utilities and Appliances**

- a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.
- b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.
- c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

**6. Rent to Owner: Reasonable Rent**

- a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.
- b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:
  - (1) The location, quality, size, unit type, and age of the contract unit; and
  - (2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.
- c. The PHA must redetermine the reasonable rent when required in accordance with HUD requirements. The PHA may redetermine the reasonable rent at any time.
- d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

**7. PHA Payment to Owner**

- a. When paid
  - (1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
  - (2) The PHA must pay housing assistance payments promptly when due to the owner.
  - (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market,

governing penalties for late payment of rent by a tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.

b. **Owner compliance with HAP contract.** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.

c. **Amount of PHA payment to owner**

- (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
- (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
- (3) The housing assistance payment for the first month of the HAP contract term shall be pro-rated for a partial month.

d. **Application of payment.** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

e. **Limit of PHA responsibility.**

- (1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
- (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.

f. **Overpayment to owner.** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

**8. Owner Certification**

During the term of this contract, the owner certifies that:

- a. The owner is maintaining the contract unit and premises in accordance with the HQS.
- b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.
- c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
- d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.
- e. The family does not own or have any interest in the contract unit.
- f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
- g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

9. **Prohibition of Discrimination.** In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

- a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract.
- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.

10. **Owner's Breach of HAP Contract**

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
  - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
  - (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.
  - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
  - (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.

(5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.

- b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.
- c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.
- f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

11. **PHA and HUD Access to Premises and Owner's Records**

- a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.
- b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.
- c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

12. **Exclusion of Third Party Rights**

- a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.
- b. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.
- c. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.
- d. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of



the contract unit or the premises or with implementation of the HAP contract.

### 13. Conflict of Interest

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
  - (1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
  - (2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
  - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
  - (4) Any member of the Congress of the United States.
- b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.
- f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.
- g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

### 14. Assignment of the HAP Contract

- a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.
- b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.
- c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).
- d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
  - (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or
  - (2) A court or administrative agency has determined that the owner or proposed new owner violated

the Fair Housing Act or other Federal equal opportunity requirements.

- e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
- f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):
  - (1) Has violated obligations under a housing assistance payments contract under Section 8;
  - (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
  - (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
  - (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;
  - (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program 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:
    - (a) Threatens the right to peaceful enjoyment of the premises by other residents;
    - (b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;
    - (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or
    - (d) Is drug-related criminal activity or violent criminal activity;
  - (6) Has a history or practice of renting units that fail to meet State or local housing codes; or
  - (7) Has not paid State or local real estate taxes, fines or assessments.
- g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

**15. Foreclosure.** In the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the HAP contract between the prior owner and the PHA for the occupied unit. This provision does not affect any State or local law that provides longer time periods or other additional protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

16. **Written Notices.** Any notice by the PHA or the owner in connection with this contract must be in writing.

17. **Entire Agreement: Interpretation**

- a. The HAP contract contains the entire agreement between the owner and the PHA.
- b. The HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.



**Housing Assistance Payments Contract  
(HAP Contract)  
Section 8 Tenant-Based Assistance  
Housing Choice Voucher Program**

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

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**Part C of HAP Contract: Tenancy Addendum**

**1. Section 8 Voucher Program**

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

**2. Lease**

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

**3. Use of Contract Unit**

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

**4. Rent to Owner**

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.

- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

- (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

**5. Family Payment to Owner**

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

**6. Other Fees and Charges**

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

**7. Maintenance, Utilities, and Other Services**

- a. **Maintenance**

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. **Utilities and appliances**

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
  - (a) Pay for any utilities that are to be paid by the tenant.
  - (b) Provide and maintain any appliances that are to be provided by the tenant.

c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. **Housing services.** The owner must provide all housing services as agreed to in the lease.

8. **Termination of Tenancy by Owner**

a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

c. **Criminal activity or alcohol abuse.**

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
  - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
  - (b) Any criminal activity that 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;
  - (c) Any violent criminal activity on or near the premises; or
  - (d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
- (b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. **Other good cause for termination of tenancy**

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

- (2) During the initial lease term or during any extension term, other good cause may include:
- (a) Disturbance of neighbors,
  - (b) Destruction of property, or
  - (c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause may include:

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;
- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

(5) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

(6) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This



provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

**e. Protections for Victims of Abuse.**

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) 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, shall not be 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 domestic violence, dating violence, or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may “bifurcate” a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the 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 criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant’s household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a

more demanding standard than other tenants in determining whether to evict or terminate.

- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

**f. Eviction by court action.** The owner may only evict the tenant by a court action.

**g. Owner notice of grounds**

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

**9. Lease: Relation to HAP Contract**

If the HAP contract terminates for any reason, the lease terminates automatically.

**10. PHA Termination of Assistance**

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

**11. Family Move Out**

The tenant must notify the PHA and the owner before the family moves out of the unit.

**12. Security Deposit**

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

### 13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

### 14. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

### 15. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
  - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
  - (2) If there are any changes in lease provisions governing the term of the lease;
  - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

### 17. Definitions

**Contract unit.** The housing unit rented by the tenant with assistance under the program.

**Family.** The persons who may reside in the unit with assistance under the program.

**HAP contract.** The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

**Household.** The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

**Housing quality standards (HQS).** The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

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

**HUD requirements.** HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

**Lease.** The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

**PHA.** Public Housing Agency.

**Premises.** The building or complex in which the contract unit is located, including common areas and grounds.

**Program.** The Section 8 housing choice voucher program.

**Rent to owner.** The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

**Section 8.** Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

**Tenant.** The family member (or members) who leases the unit from the owner.

**Voucher program.** The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

### 16. Notices

Attachment 4-H 01/01/90 SECTION 8 LANDLORD CERTIFICATION

RE: TENANT'S NAME  
CLIENT# XXXXXXXXX  
ADDRESS  
CITY, STATE

Ownership of Assisted Unit

I certify that I am the legal or the legally designated agent for the above referenced unit, and that the prospective tenant has no ownership interest in this dwelling unit whatsoever.

Approved Residents of Assisted Unit

I understand that the family members listed on the dwelling lease agreement as approved by the Housing Authority are the only individuals permitted to reside in the unit. I also understand that I am not permitted to live in the unit while I am receiving housing assistance payments.

Housing Quality Standards

I understand my obligations in compliance with the Housing Assistance Payments Contract to perform necessary maintenance so the unit continues to comply with Housing Quality Standards.

Security Deposit and Tenant Rent Payments

I understand that the amount of security deposit and the tenant's portion of the contract rent are determined by the Housing Authority, and that it is illegal to charge any additional amounts for rent or any other item not specified in the lease which have not been specifically approved by the Housing Authority.

Reporting Vacancies to the Housing Authority

I understand that should the assisted unit become vacant, I am responsible to notify the Housing Authority immediately in writing.

Computer Matching Consent

I understand the Housing Assistance Payment Contract permits the Housing Authority or HUD to verify my compliance with the Contract. I consent for the Housing Authority and HUD to conduct computer matches to verify my compliance as they deem necessary. The Housing Authority and HUD may release and exchange verify my compliance as they deem necessary. The Housing Authority and HUD may release and exchange information regarding my participation in the Section 8 program with other Federal and State agencies.

Administrative and Criminal Actions for Intentional Violations

I understand that failure to comply with the terms and responsibilities of the Housing Assistance Payments contract is grounds for termination of participation in the Section 8 Program. I understand that knowingly supplying false, incomplete or inaccurate information is punishable under Federal or State criminal law.

\_\_\_\_\_  
Owner/Agent Signature Date

=====
WARNING-TITLE 18 US CODE SECTION 1001 STATES THAT A PERSON IS GUILTY OF A FELONY FOR KNOWINGLY AND WILLINGLY MAKING A FALSE OR FRAUDULENT STATEMENT TO ANY DEPARTMENT OR AGENCY OF THE UNITED STATES. STATE LAW MAY ALSO PROVIDE PENALTIES FOR FALSE OR FRAUDULENT STATEMENTS.

HOUSING AUTHORITY OF GLOUCESTER COUNTY  
Tenant Processing Center  
100 Pop Moylan Boulevard  
Deptford, New Jersey 08096

(856) 853-1190

LANDLORD  
ADDRESS  
CITY, STATE

Dear LANDLORD:

Per New Jersey State law, leases are required to show the amount of security deposit held, the bank where it is held and the account number.

Please complete the following information and return it to the Housing Authority:

TENANT NAME: TENANT'S NAME  
CLIENT NUMBER: CLIENT NUMBER

SECURITY DEPOSIT AMOUNT: \$ \_\_\_\_\_

NAME OF BANK: \_\_\_\_\_

ADDRESS OF BANK: \_\_\_\_\_  
\_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

OWNER/AGENT SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

This letter, when properly completed, shall be constituted as an addendum to the lease.

Rental Assistance Payments will not start until this document is signed and returned to the Housing Authority.

Thank you for your immediate attention to this matter.

Very truly yours,

HOUSING AUTHORITY OF GLOUCESTER COUNTY

Kimberly Gober  
Executive Director

\* \* \* EQUAL HOUSING OPPORTUNITY \* \* \*

HOUSING AUTHORITY OF GLOUCESTER COUNTY  
TENANT PROCESSING CENTER  
100 POP MOYLAN BOULEVARD  
DEPTFORD, NJ 08096  
(856) 853-1190

TO: SECTION 8 EXISTING LEASING HOUSING PROGRAM PARTICIPANTS:

1. Owners/Managers of rental properties
2. Agents & Employees of Owners/Managers
3. Program Tenants
4. Employees of the administering agency

FROM: Kimberly Gober, Executive Director

DATE: May 10, 1984

The Department of Housing & Urban Development has notified all public housing agencies in the United States of its intent to refer all potential cases of FRAUD or abuse in the Section 8 Existing Housing Program to the Regional Inspector General for investigation. Possible FRAUD cases include, but are not limited to, the following types of situations:

1. Misrepresentations concerning Housing Quality Standards & Certificates of substandard units as meeting the Housing Quality Standards.
2. Misstatements & misrepresentations concerning family income and certifications of family income.
3. Kickbacks to property owners or agents.
4. Side payments by tenants to owners/agents.
5. Payments procured and made based on the incorrect bedroom size in the dwelling unit.
6. Misrepresentation by collection of rental assistance payments on behalf of tenants who have vacated the dwelling unit without notifying the housing agency.

Any cases of abuse or possible FRAUD will be immediately referred by written transmittal to the Department of H.U.D. for appropriate action.

By: Kimberly Gober  
Executive Director

Signature of Owner/Agent \_\_\_\_\_

Date \_\_\_\_\_

\* \* \* EQUAL HOUSING OPPORTUNITY \* \* \*

HOUSING AUTHORITY OF GLOUCESTER COUNTY  
TENANT PROCESSING CENTER  
100 POP MOYLAN BOULEVARD  
DEPTFORD, NJ 08096  
(856) 853-1190

CLIENT NUMBER: XXXXXXXX

TENANT INTERVIEWER INVESTIGATOR: PROCESSOR'S NAME

OWNER  
ADDRESS,  
CITY, STATE

TENANT  
ADDRESS  
CITY, STATE

Rental Assistance Contract Period: DATE-DATE.

First subsidy check sent to owner by the Housing Authority - 2/4/2016.

	<b>RENT</b>
Contract Rent:	XXXX
Housing Authority Pays:	XXX
Tenant Pays:	XXX

Please call the Tenant Interviewer/Investigator (Processor) for this case if you have a problem with the HAP contract or the lease. Before calling, please read your Housing Assistance Payments Contract (HAP Contract), Lease and Addendums to Lease.

Property owners and tenants are reminded that the lease and lease addendums govern occupancy. The HAP contract governs housing assistance. The termination of housing assistance does not terminate occupancy. Occupancy can be terminated only in accordance with the terms and conditions of the HAP Contract and N.J. Tenancy law.

HAP Contract (rental assistance) payments are made after: a) all documents are signed; b) tenant is certified/recertified; c) Housing Quality Standards are met, inspected and signed off by the H.A.G.C. Inspector. No check will be released until program requirements have been met.

Payments are mailed from the Woodbury/Woodbury Heights post office on the second or third business day of each month, subject to receipt of funds from the U.S. Treasury. Allow seven (7) days for delivery of mail before calling the H.A.G.C. If check is not received after seven (7) days from mailing date, call J. Freer at H.A.G.C. A stop order will be issued and a replacement check prepared. Allow up to thirty (30) days for processing a replacement check.

\*OWNER: Please sign and date each sheet where indicated and return to this office immediately.

Kimberly Gober

Executive Director

\* \* \* EQUAL HOUSING OPPORTUNITY \* \*

LEASE

THIS LEASE AGREEMENT, made DATE,

between LANDLORD,  
residing or located at ADDRESS,  
in the town of CITY,  
in the County of GLOUCESTER,  
and State of NJ

herein designated as the Landlord,

AND

TENANT

residing or located at ADDRESS  
in the town of CITY,  
in the County of GLOUCESTER,  
and State of New Jersey, herein designated as Tenant;

WITNESSETH:

That the Landlord has let unto the Tenant and the Tenant has hired  
from the Landlord,

Apt No ,  
on the ,  
floor of the premises known as No,

ADDRESS,

in the town of CITY, STATE  
in the County of Gloucester,  
and State of New Jersey,

for the term of One Year,  
commencing on DATE,  
and ending on DATE,

at noon, to be used and occupied for no purpose other than as a

strictly private dwelling apartment for the Tenant and members of the Tenant's family, consisting of:

XXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXX

at the yearly rental of RENT AMOUNT, AMOUNT IN WRITTING, payable in equal monthly payments of

,

on the first day of each and every month in advance during the said term, upon the conditions and covenants following:

FIRST: Further terms and conditions for the payment of rent and other covenants are contained in a certain Tenancy Addendum (HUD Form 52641-A) which is hereby incorporated into this Lease and made a part hereof.

SECOND: The Tenant and the Landlord shall comply with all laws, ordinances, rules, regulations, requirements and directives of the Federal, State and Municipal Governments or Public Authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the said rental unit and the premises, their use and occupancy.

THIRD: That the Tenant shall take good care of the premises and fixtures, make good any damage or breakage caused by the Tenant or the servants or visitors of the Tenant and any damage resulting from the overflow or escape of water, steam or gas due to the negligence of the Tenant or visitors or servants of the Tenant. When the Tenant vacates the premises the Tenant shall quit and surrender them in as good condition as the reasonable use thereof will permit. The Tenant shall not make any alterations, additions or improvements in said premises without the written consent of the Landlord. All alterations, additions or improvements which may be made be either of the parties hereto, except movable furniture put in at the expense of the Tenant, shall become the property of the Landlord and shall remain upon and be surrendered with the premises as a part thereof at the termination of this tenancy without disturbance, molestation or injury. Any damage caused by moving said movable furniture in and out shall be repaired by the Tenant.

FOURTH: That the Tenant shall not expose any sign, advertisement, illumination or projection in or out of the windows or exteriors or from the said building or upon or in any place, except as shall be approved and permitted in writing by the Landlord or the Landlord's authorized agent. The Tenant shall neither keep or maintain nor permit to keep or maintain any dog or other domestic animal in or about said premises without the written consent of the Landlord.

FIFTH: That the Tenant shall not assign this agreement or underlet the premises or any part thereof or make any alterations in the apartment or premises without the Landlord's consent in writing; and will not use the said premises or any part thereof or permit the same to be used for any purpose deemed extra hazardous on account of fire, under penalty of damages and forfeiture of this lease.



SIXTH: That the Tenant shall, in case of fire, give immediate notice thereof to the Landlord who shall thereupon cause the damage to be repaired as soon as may be reasonably convenient. If the premises be so damaged that the Landlord shall decide to rebuild, the accrued rent shall be paid by the Tenant up to the time of the fire, the term shall then cease and the Tenant shall immediately surrender the premises and all interest therein to the Landlord.

SEVENTH: That the Tenant shall permit the Landlord or the Landlord's agents or representatives to exhibit the premises to prospective tenants daily at reasonable hours during the three months immediately preceding the date when the Tenant vacates the premises. In the event of the Tenant's absence during said period, the Tenant agrees to arrange to have the apartment accessible for exhibiting. The Tenant agrees not to interfere with the Landlord's renting to a new tenant. The Landlord or the Landlord's agents shall also be permitted at any time during the term to visit and examine the premises at reasonable hours of the day and workmen may enter any time, when authorized by the Landlord or the Landlord's agents, to make or facilitate repairs in any part of the apartment or the building.

EIGHTH: That the Landlord is in no event liable for any loss of or damage to the property of the Tenant or the Tenant's family, servants or visitors, howsoever such damage or loss may arise and whether such property be contained in the demised premises, in the storage room, in any other portion of the building or any place appurtenant thereto, except if directly resulting from the negligence of the Landlord or the Landlord's agents or from an act of omission of any duty imposed upon the Landlord by this lease or by law.

NINTH: That in the event of any default or breach of any of the terms hereof on the part of the Tenant or should the premises become vacant, the Landlord may terminate this lease in the manner prescribed by New Jersey statute and the Addendum attached hereto, including but not limited to the right of the Landlord to re-enter by means of summary proceedings or any other method prescribed by law; and resume possession and re-let the premises.

TENTH: That the Landlord acknowledges the receipt of the sum of AMOUNT, dollars from the Tenant to be retained by the Landlord as security for the performance by the Tenant of each term, covenant and condition of this lease on the part of the Tenant to be performed. The Landlord agrees to return the security to the Tenant no later than 30 days after the date of the termination of this lease or after the termination date of any extension of the term hereof, provided the Tenant has fully complied with all the terms, covenants and conditions herein contained. If this tenancy is subject to the provisions of N.J.S. 46:8-19 et seq. (Rent Security Law) then the security deposited hereunder shall be deposited in an interest-bearing account as prescribed by said law in a banking institution or savings and loan association in New Jersey, insured by an agency of the Federal Government; and the Landlord shall notify the Tenant, in writing, of the name and address of the bank or savings and loan association and the account number. The savings account shall be maintained and administered in accordance with the provisions of said law.

ELEVENTH: That in the event of a sale, transfer or assignment of title to the property or of this lease by the Landlord, the Landlord may transfer the security deposited hereunder to the grantee, transferee or assignee, for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of the security; provided that written notice of the sale, transfer or assignment shall be given to the Tenant by registered or certified mail. The notice shall contain the name and address of the new owner, transferee or assignee.

TWELFTH: That if, at the termination of this lease, the Landlord intends to propose reasonable changes of substance in the terms and conditions hereof, including specifically any change in the term in the tenancy, notice of such proposed changes shall be given to the Tenant and local Housing Authority not less than 60 days prior to the expiration of the term of this lease. Upon receipt of such notice, but within not less than 30 days prior to the expiration or anniversary date of the term of this lease the Tenant shall notify the Landlord in writing, of the Tenant's acceptance of such proposed changes or of the Tenant's intention to vacate the premises at the end of the term. The notice shall be given by registered or certified mail, return receipt requested.

THIRTEENTH: That the failure of the Landlord to insist upon strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

FOURTEENTH: That the Landlord covenants that the Tenant, upon paying the rent and performing all the terms and conditions aforesaid, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid. The terms, conditions, covenants and provisions of this lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect. The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the statutes or the regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statutes or regulations were set forth herein at length.

In reference herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

To refrain from drug-related or criminal activity on or off the premises, not just on or near the premises pursuant to the Authority's "One Strike and You're Out" Policy. Criminal activity of any sort is grounds for termination of assistance regardless of whether the criminal activity resulted in an arrest or criminal conviction. Prohibited activity shall also include, but not limited to, burglary, larceny, robbery, murder, battery, assault, vandalism, arson, malicious mischief, nuisance, loitering, prostitution, excessive noise, fighting and harassment.

To refrain from alcohol abuse that the Authority determines interferes with the health, safety or right to peaceful enjoyment of the premises by other residents pursuant to the Authority's "One Strike and You're Out" Policy.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by the proper corporate officers and their proper corporate seal to be hereto affixed the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF OR ATTESTED BY:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
OWNER/AGENT

\_\_\_\_\_  
TENANT SIGNATURE

\_\_\_\_\_  
TENANT SIGNATURE

\_\_\_\_\_  
TENANT SIGNATURE

\_\_\_\_\_  
TENANT SIGNATURE

MEMORANDUM OF UNDERSTANDING BETWEEN

TENANT'S NAME(Tenant)  
and  
LANDLORD (Owner/Agent)

=====

RENT:

Tenant agrees to pay the agreed rent in full on the first business day of each month. Tenant understands that evictions will occur if rent is not paid.

METHOD OF PAYMENT:

Tenant agrees to pay by check or money order. Tenant understands that tenant will be prosecuted for issuing a 'bad check' with insufficient funds.

MAINTENANCE (INTERIOR):

Tenant agrees to:

1. Make no alterations in the dwelling unit.
2. To do no painting without approval of management.
3. Report any damage or equipment failure in the dwelling unit to management.
4. Maintain the dwelling unit in a neat and orderly condition at all times including the proper cleaning of the house, stove, refrigerator, carpets and bathroom.
5. Dispose of trash in proper containers and remove trash from house daily.
6. Wash dishes, keep dirty clothes in hampers and generally maintain an orderly house.

MAINTENANCE (OUTSIDE)

Tenant agrees to:

1. Maintain grounds in a neat and orderly condition. Tenant will not throw trash on the grounds and will keep area around trash cans clean and free of debris. Mow lawn and remove snow from sidewalks.
2. Own trash containers with lids, maintain them in the rear of the property, and place them at the curb weekly for regular trash removal.
3. Clean the yard regularly around apartment entrance and pick up papers and other trash.
4. Not store or keep furniture, boxes, cartons, broken bicycles, broken cycles, in-operative automobiles or any other item on the property. Yard will be kept clean and free of debris.
5. Not install fences, buildings, tents, swim pools, animal pens or any other item in the yard.
6. Not plow the lawns or dig up the grass.

USE OF PROPERTY

Tenant understands and agrees that:

1. Only the persons listed in the lease may live in the property. NO RELATIVES OR FRIENDS MAY MOVE IN. ABSOLUTELY NO EXCEPTIONS!
2. Property cannot be used for any business purpose.
3. No business signs on the property.
4. There will be no bright lights or loud noise from the property or numerous persons arriving and leaving in the late evening hours.
5. No yard sales permitted.

6. All motor vehicles must be currently registered with the State of New Jersey and in proper operating condition. No vehicle storage on the site.
7. Basement storage is available; however, owner/agent is not responsible for items lost or stolen or otherwise damaged while in storage.
8. No pianos, electric organs, other loud instruments, no barbells or other heavy objects permitted.
9. Tenant is not authorized to alter locks.

#### NEIGHBORS

Tenant agrees to try and get along with neighbors. Tenant will not engage in loud and abusive language with persons in the neighborhood.

#### ANIMALS

Tenant understands that animals are expressly forbidden unless specifically authorized by management. No dogs, cats, gerbils, mice, birds, rabbits, snakes, white rats or any other living pet.

#### MINOR REPAIRS

Management and tenant mutually agree that tenant will undertake small minor repairs at the expense of the tenant that generally result from normal wear and tear. Bulbs, latches, globes, screens, stopped drains and toilets, shades, brackets, and similar items to be maintained by the tenant. If items are found to be damaged by tenant or his guests, repairs will be made by management and tenants charged a reasonable cost for repairs.

#### UTILITIES

Tenant agrees to pay for all utilities as listed in the lease, promptly to utility company. Tenant understands that the cost of utilities, especially electricity is increasing rapidly and that tenant should practice prudent conservation of electricity. Management has no control of these costs and tenant is urged to conserve the use of electricity in order to keep expenses within manageable limits.

#### EXTERMINATOR

Tenant agrees to exterminate dwelling unit at his expense if such service is required on a regular basis. Tenants who maintain poor housekeeping habits which result in vermin infestation will be charged a pro-rata extermination cost following failure to improve housekeeping habits.

TENANTS SHOULD OWN A VACUUM CLEANER.

#### MISCELLANEOUS CHARGES

Tenant agrees to pay miscellaneous charges as deemed necessary by management to maintain the dwelling unit if damage is done to the property or and not repaired by tenant. For example, tenant agrees to pay charges for broken windows, screens, doors, range, refrigerator parts, toilet seats, tank lid, storm doors and similar items requiring repair as the result of damage by tenants or their guests. Also, tenants will be charged for removing unregistered vehicles and removing trash can to curb and back.

Tenant is responsible for the property!

INSURANCE

The owner/agent has not insured you against loss from fire, theft or vandalism. Tenant can purchase tenants protection insurance from an insurance agent for loss from fire, extended coverage, injury, theft, vandalism, or other loss.

SUMMARY

Tenant agrees:

1. To pay rent in full on time.
2. Pay utility bills on time.
3. Maintain a neat, quiet and orderly home - free of damage.
4. Get along with neighbors.

\_\_\_\_\_  
Signature Tenant

Date

\_\_\_\_\_  
Signature Tenant

Date

\_\_\_\_\_  
Signature Owner/Agent

Date



WILLIAM W. BAIN JR • Chairman  
BETTY JANE PURNELL • Commissioner  
BRENDEN GAROZZO • Commissioner  
SCOTT H KINTZING • Treasurer

DANIEL REED • 1<sup>ST</sup> Vice Chairman  
INGRES SIMPSON • 2<sup>nd</sup> Vice Chairwoman  
FRANK SMITH • Commissioner  
SAMUEL V HUDMAN • Secretary-Executive

**(EXHIBIT "B")**

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

**"ONE STRIKE & YOU'RE OUT POLICY"**

**BE WARNED!** The Housing Authority of Gloucester County has the legal right to terminate assistance to the tenants and members of their household that receive same and has the legal right to have tenants and members of their household evicted if you or a member of your household or other person under your control have engaged in or been convicted of criminal activity, drug-related criminal activity, or alcohol abuse, regardless of whether such activity occurs on the residential premises. In addition, your assistance may be terminated and/or you and members of your household may be evicted if a guest or person under your control engages in criminal activity, drug-related criminal activity, or alcohol abuse while on the residential premises.

If your assistance is terminated based upon violation of this One Strike & You're Out Policy, you will not be eligible for housing assistance for three years.

Some examples of prohibited conduct are:

- |            |                 |                    |
|------------|-----------------|--------------------|
| Burglary   | Assault         | Malicious Mischief |
| Larceny    | Battery         | Drug(s): use       |
| Robbery    | Vandalism       | possession         |
| Murder     | Arson           | manufacture        |
| Fighting   | Nuisance        | distribution       |
| Loitering  | Excessive noise | alcohol abuse      |
| Harassment |                 |                    |



100 POP MOYLAN BLVD  
DEPTFORD NJ 08096  
Phone :( 856) 853-1190  
Fax: (856) 251-6671

## TENANT PROCESSING CENTER

### GROUNDS FOR TERMINATION OF ASSISTANCE

#### Dear Participant:

The Housing Authority of Gloucester County may deny/terminate housing assistance for an applicant/participant for the following reasons:

- If you move without notifying the Authority of a change of address/phone number, IN WRITING, within fourteen (14) days of such change.
- If you do not arrive at the scheduled date and time for appointments or no one is home for a scheduled HQS inspection. In order to change a scheduled appointment, proper notification must be given to the Authority at least one (1) working day in advance. If you miss more than two (2) appointments, your subsidy will be terminated.
- If you do not provide the required documentation necessary to complete your annual or interim reevaluation within ten(10) days of such request
- If you do not notify the Authority, IN WRITING, of any changes in income and/or family composition within fourteen (14) days of such change. Additionally, you must have written approval from your landlord and the Housing Authority to add additional occupants to the unit.
- If you don't pay utility bills promptly
- If you do not obtain appliances necessary to meet Housing Quality Standards, as established by H.U.D. that the owner is not required to supply under the lease.
- If you, or a guest, damage the unit beyond ordinary wear and tear.
- If you violate the attached "One Strike and You're Out Policy".
- If you violate any provision of the Statement of Family Responsibility and / or your Lease.

**BY SIGNING YOUR NAME, YOU CERTIFY THAT YOU HAVE READ, UNDERSTAND, AND HAVE RECEIVED A COPY OF THIS FORM**

\_\_\_\_\_  
SIGNATURES

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURES

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURES

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURES

\_\_\_\_\_  
DATE



## NOTICE TO CEASE SAMPLE

TO: \_\_\_\_\_, tenant in possession

You are hereby notified that you are immediately requested to cease because you have violated the following:

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Please be advised that unless these activities are STOPPED IMMEDIATELY, we will take the necessary steps to evict you from the premises occupied by you at,

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Dated: \_\_\_\_\_ Owner/Manager \_\_\_\_\_

**NOTICE TO QUIT SAMPLE  
(With Demand for Possession)**

To: \_\_\_\_\_ tenant in possession.

You are hereby notified that your tenancy of the premises rented by you being known as

\_\_\_\_\_ is hereby terminated as of \_\_\_\_\_.

You are advised in accordance with New Jersey laws, that your tenancy is being terminated because

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please take notice that I demand that you quit the premises and surrender possession of the same to me on

**Dated:** \_\_\_\_\_ **Owner/Manager** \_\_\_\_\_



WILLIAM W. BAIN JR • Chairman  
BETTY JANE PURNELL • Commissioner  
BRENDEN GAROZZO • Commissioner  
SCOTT H KINTZING • Treasurer

DANIEL REED • Vice Chairman  
FRANK SMITH • Commissioner  
KIMBERLY GOBER • Secretary-Executive Director

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March 29, 2018

**RE: Changes in payment standards for the Housing Choice Voucher Program**

Dear Owner:

Thank you for participating in the Housing Choice Voucher (HCV) program. Your ongoing participation helps to ensure that low-income families have a safe and stable place to call home.

Beginning on April 1, 2018, the U.S. Department of Housing and Urban Development (HUD) requires an important change in the way that both the Housing Authority of Gloucester County (HAGC) and the Housing Authority of the Borough Glassboro (GHA) operate the HCV program. As you may be aware, HAGC is the managing agent for GHA. Under the new approach, the payment standards used to determine the maximum subsidy amount the PHA provide will be based on the Fair Market Rents set at the ZIP code level, rather than the metropolitan- area level. The new ZIP-code level rent estimates are known as Small Area Fair Market Rents (SAFMR).

This shift to SAFMRs means that payment standards will now be based on the localized rent for each ZIP code, as opposed to typical rent levels across the entire metropolitan area. The purpose of this change is to promote a more effective system that allows HCV- assisted families to access higher-cost housing in low-poverty areas. As a result, the payment standard for unit you rent through the HCV program may change. Depending on the ZIP code in which your rental units are located, your tenant's voucher and payment standards may increase, stay the same, or decrease.


If payment standards will be reduced in ZIP codes where you own properties and rent units to voucher families, the Housing Assistance Payments (HAP) you receive may go down and the tenant may be responsible for a larger share of the rent. Please be mindful of this shift as you consider changes in the rent in the future. If the payment standards will increase in ZIP codes where you own properties and rent units to voucher families, the portion of the rent for which the tenant is responsible may be reduced if that are paying more than 30 percent of their income for rent and utilities. Please be aware that all HAP contracts will remain subject to rent reasonableness determinations.

Please see the attached table, SAFMR Payment Standard by ZIP code, which lists payments standard amounts for all ZIP codes effective April 1, 2018.

As annual reexaminations of income and eligibility for current HCV participants are conducted, the Housing Assistance payment provided by HAGC and GHA will be determined using the new SAFMR payment standards. The new payment standards will be immediately effective for any new HAP contracts that become effective on April 1, 2018. Families currently under HAP contract will not be subject to any applicable reductions in payment standards until their second annual reexamination after the effective date of the decrease.

If you have any questions about this change or would like additional information, please visit [www.hagc.org](http://www.hagc.org) or [www.glassborohousing.org](http://www.glassborohousing.org) and review the owner frequently asked questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kimberly Gober", written in a cursive style.

Kimberly Gober  
Executive Director

**The Housing Authority of Gloucester County -Small Area FMR, effective 4/1/18**

	0	1	2	3	4	5
	\$913	\$1,103	\$1,331	\$1,652	\$1,824	\$2,097
08012 (Blackwood, Turnersville)						
08014 (Bridgeport)						
08027 (Gibbstown)						
08032 (Glenloch)						
08032 (South Harrison)						
08051 (Mantua, W. Deptford)						
08056 (Mickelton)						
08061 (Mt. Royal)						
08062 (Mullica Hill)						
08063 (National Park)						
08071 (Pitman)						
08074 (Richwood)						
08086 (Thorofare)						
08090 (Wenonah)						
08094 (Williamstown)						
08096 (Deptford, Woodbury)						
08312 (Clayton)						
08344 (Newfield)						
08360 (Franklin)						
	0	1	2	3	4	5
	\$844	\$1,000	\$1,211	\$1,511	\$1,688	\$2,097
08020 (Clarksboro)						
08066 (Paulsboro, W. Deptford)						
08093 (Westville)						
08328 (Malaga)						
	0	1	2	3	4	5
	\$1,010	\$1,200	\$1,450	\$1,820	\$2,050	\$2,097
08080 (Sewell, Barnsboro)						
08085 (Logan, Swedesboro, Woolwich)						
08097 (Woodbury Heights)						
08322 (Franklinville)						
08343 (Monroeville, Elk)						
08081 (Sicklerville)						
	0	1	2	3	4	5
	\$844	\$1,000	\$1,211	\$1,550	\$1,804	\$2,097
08028 (Glassboro, Elk)						