

**CAPE MAY HOUSING AUTHORITY**

**CONDENSED VERSION OF THE  
ADMISSIONS & CONTINUED OCCUPANCY  
POLICY**

**THE COMPLETE VERSION OF THIS POLICY  
IS MAINTAINED IN THE HOUSING AUTHORITY  
OFFICE**

**CAPE HOUSING AUTHORITY**  
**639 Lafayette Street**  
**Cape May, NJ 08204**

**ADMISSIONS AND CONTINUED  
OCCUPANCY POLICY**

**INTRODUCTION**

1. **Purpose of the ACOP:**

The purpose of this Policy is to establish guidelines for the Housing Authority staff to follow in determining eligibility for admission to and continued occupancy of public housing.

2. **Civil Rights Policy:**

It is the policy of the Housing Authority, also referred to as the "Housing Authority" and the "PHA", to comply fully with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974), Executive Order 11063, Section 3 of the 1968 Civil Rights Act, and with all rules and regulations. Specifically, the PHA shall not on account of race, color, sex, creed, or national origin deny any family or individuals the opportunity to apply for assistance under the Low-Rent Housing Program. Neither will the PHA discriminate because of religion, age, physical handicap, pregnancy, parenthood, nor marital or veteran status.

3. **Privacy Policy:**

It is the policy of the Housing Authority (PHA) to facilitate the full exercise of rights conferred on individuals under the Privacy Act of 1974, 5 U.S.C 552A, and to insure the protection of privacy of individuals about whom the Housing Authority maintains records under its Low-Rent Housing Program.

Therefore, the PHA shall not disclose any personal information contained in such records by any means of communication to any person or to another agency unless the individual to whom such information pertains requests or consents to such disclosure or unless such disclosure is authorized under the applicable provisions of the Privacy Act. The PHA has determined that disclosure under any other circumstances would constitute an unwarranted invasion of privacy in violation of the Privacy Act and the United States Constitution. The PHA shall refuse any and all requests for any unauthorized and unlawful disclosures. It is important to note that this privacy policy is applicable to the disclosure of participant information and NOT the gathering and use of information necessary to ensure full compliance with HUD regulations governing such items including, but not limited to, the following:

- a. determining initial and on-going eligibility

- b. applicable allowances and deductions
- c. resident rental payments
- d. current past assets
- e. outstanding indebtedness to government as a result of prior participation in other federally-subsidized housing programs.

However, no information regarding applicant/participant households will be solicited unless directly attributed to direct or implied responsibilities of the Housing Authority.

4. **Authority:**

Eligibility for admission to and occupancy of Low-Income Public Housing is governed by requirements of the Department of Housing and Urban Development, with some latitude for local policies and procedures. This Admissions and Continued Occupancy Policy (ACOP) incorporates these requirements and is binding upon applicants, residents, and the Housing Authority alike, the latter two through inclusion of the ACOP into the Dwelling Lease by reference. Notwithstanding the above, changes in applicable Federal law or regulations shall supersede this policy at any point in which they are in conflict.

5. **Objectives:**

The objectives of this policy are to:

- a. Promote the overall goal of drug-free, healthy, safe, affordable, decent and sanitary housing in good neighborhoods by:
  - (i) Ensuring a social and economic mix of low-income residents within each public housing neighborhood in order to foster social stability and upward mobility.
  - (ii) Ensuring the fiscal stability of the Housing Authority; and,
  - (iii) Lawfully denying admissions or continued occupancy to families whose presence in a public housing neighborhood is likely to adversely affect the health, safety or welfare of other residents or the physical environment of the neighborhood.
- b. Facilitate the efficient management of the Housing Authority and compliance with Federal Regulations by establishing the policy basis for management procedures, record keeping, and auditing.
- c. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964 and all other applicable Federal Laws and regulations to insure that admission to and occupancy of public housing neighborhoods is conducted without regard to race, color, creed, sex or national origin.
- d. Prescribe standards and criteria for resident selection and annual reexamination of income and family composition.

6. **Terminology:**

The term “he” or “his” used throughout this document is used in the generic sense to include male/female, singular/plural as appropriate. The Housing Authority is also referred to as the “Housing Authority” or the “PHA” throughout this document.

**DEFINITIONS  
FAMILY**

1. Examples of the term “Family” as used in this policy:
  - a. A family with or without children;
  - b. An elderly family;
  - c. A disabled family;
2. The term “Disabled family”:  
A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aids.
3. The term “Elderly family”:  
A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aids.
4. The term “Elderly person” as used in this policy means:  
A person who is at least 62 years of age.
5. The term “Person with disabilities” as used in this policy means:
  - a. Has a disability as defined in section 223 of the Social Security Act;

**ANNUAL INCOME**

1. Income  
Income is defined by the Secretary of HUD at 24 CFR 5.609, effective April 1, 1997 and amplified in this policy in those areas within the discretion of the Public Housing Authority.
2. Annual Income  
Annual Income means all amounts, monetary or not, which go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or are

anticipated to be received from a source outside the family during the 12-month period following reexamination effective date; and, which are exclusive of income that is temporary, nonrecurring, sporadic, and exclusive of certain other types of income specified in this policy; and, amounts derived during the 12-month period from assets to which any member of the family has access.

### **TOTAL TENANT PAYMENT**

1. Determining the Total Tenant Payment is a two-step process. Total Tenant Payment families whose initial lease is effective on or after August 1, 1982, shall be the highest of the following rounded to the nearest dollar:
  - a. 30 percent of monthly Adjusted Income; or
  - b. 10 percent of Monthly Income;
  - c. The welfare rent, if applicable.
  - d. A minimum rent amount of \$50. Note: QHWRA established certain exceptions to the minimum rent requirements relating to hardship which are discussed in the Rent Collection Policy of this ACOP.

After the highest amount has been determined above, that number is compared to the ceiling rent or flat rent of the unit size that is or will be occupied by the family, and the lower of the amount determined above or the ceiling/flat rent is the Total Tenant Payment.

2. Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges, such as maintenance charges, late charges, etc.

### **ADMISSIONS**

1. **Non Discrimination:**  
The Housing Authority will not, on account of race, color, creed, sex or national origin, deny or hinder any applicant family the opportunity to make application or lease a dwelling unit suitable to its needs in any of its developments. Neither will the Housing Authority discriminate because of religion, age, physical handicap, pregnancy, parenthood, or marital or veteran status.
2. Under the Housing Authority Violence Against Women Policy, the Housing Authority shall not deny admissions to the project to any applicant who is or has been a victim of domestic violence, dating violence, or stalking, if the applicant otherwise qualified for

assistance or admissions. (Ref: VAWA POLICY: PART II (1.1) TENANT SELECTION.)

The selection of residents for occupancy of available units will be in conformance with all HUD guidelines and regulations and applicable Fair Housing and Equal Opportunity Requirements.

3. **Income Targeting:**

The Housing Authority will admit for occupancy eligible families and strive for no less than 40% of available dwelling units occupied by eligible families whose incomes at the time of commencement of occupancy do not exceed 30% of the area median income.

4. **Deconcentration:**

The Housing Authority will strive to create mixed-income, communities and lessen the concentration of very-low income families within the Housing Authority's public housing developments through admissions policies designed to bring in higher income tenants into lower income developments and lower income tenants into higher income developments. This policy shall not be construed to impose or require any specific income or racial quotas for any public housing development owned by the Housing Authority.

### **OUTREACH TO HIGHER INCOME FAMILIES**

1. **Outreach to Higher Income Families:**

The Housing Authority encourages program participation by higher income families. In an effort to create mixed-income communities and lessen the concentration of very-low income families within the Housing Authority's public housing developments, the Housing Authority will conduct outreach targeted to a higher income working families. Outreach will include printed material, radio advertising, and television advertising of the Housing Authority's public housing program. Outreach may also include formal and informal discussions and meetings.

2. **Incentives:**

In order to achieve deconcentration, the PHA may choose to skip an applicant on the waiting list in order to house a family who is willing to accept a unit in a targeted development. The PHA may also grant incentive rents (or other incentives) the purpose of creating mixed income communities and lessening the concentration of extremely-low and very-low income families in one area. The applicant family shall have sole discretion of determining whether to accept the incentive and the Housing Authority shall not take any adverse action toward any eligible family for choosing not to accept an incentive.

### **APPLICATION TAKING**

**The Application Process:**

All admissions to public housing shall be made on the basis of a personal interview where an application is completed by the applicant family and Housing Authority personnel. The Application for Admission shall constitute the basic legal record of each family applying for admission and shall support the Housing Authority's determinations of eligibility status, priority status, rent, and size of unit for which the applicant is qualified. All supplemental materials pertaining to eligibility shall be considered a part of the application record and carefully recorded. This includes verifications of income and family composition **as defined in Section B-1 Definitions** and such other data as may be required. The following conditions shall govern the taking and processing of applications.

1. Applications for the public housing program will be completed and shall be maintained on the Housing Authority's computer system. Applicants shall complete and sign the application and certify, subject to civil and criminal penalties, to the accuracy of all statements made therein. The Housing Authority reserves the right to require the signature of any or all adult members of the applicant household.
2. Applicants will be required to submit verification documentation as part of the application process.
3. Should applicants fail to provide required verification documentation within time frame established by the PHA, their case will be placed in an inactive status and will be required to reapply during the next enrollment period.
4. The Housing Authority reserves the right to suspend application taking when the current supply of completed full applications exceeds the number of families that could be reasonably expected to be housed within the next twelve months.
5. The Housing Authority will normally take applications from a central location which will allow for processing by staff persons knowledgeable of the rules and regulations governing resident selection.
6. The Housing Authority reserves the right to establish times for taking applications, including by appointment.
7. Application shall be updated as applicants report changes in income and family circumstances.
8. All active applications will be purged no less than once every 12 to 18 months. Notification shall be sent to each applicant informing him/her that unless he/she confirms his/her continued interest, respective applications as evidence of unsuccessful effort to locate the applicant. All applicants will be instructed to notify the PHA whenever there is a change in family composition, income, address, no longer desires consideration for public housing.

9. Under the Housing Authority's Violence Against Women Policy, the Housing Authority shall not deny taking an application for housing based upon applicants claim of domestic violence, dating violence, sexual assault, or on the basis of being stalked.
10. Applicants on waiting lists for any other type of assisted housing will have no special status with respect to the Low-Rent Public Housing Program. Applicants must submit separate applications for other programs. Applicants will not lose their place on any other PHA waiting list should the make an application for "Low-Rent" public housing. This right will be explained to each applicant who might have previously filed an application for a dwelling unit through any other PHA program.
11. The Housing Authority shall maintain such records as are necessary to document the disposition of all applications and to meet Department of Housing and Urban Development audit requirements.

### **ELIGIBILITY CRITERIA**

1. The Housing Authority shall use the guidelines and procedures prescribed by HUD at the time of applicant processing to make a final determination of household eligibility.
2. All families who are admitted to Public Housing must be individually determined eligible under the terms of this policy

### **SCREENING**

1. Under section 575 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority may require, as a condition or providing admission to the Housing Authority, that each adult member of the household provide a signed, written, authorization for the Housing Authority to obtain records regarding such member of the household from the National Crime Information Center, police department, and other law enforcement agencies.
2. Under section 578 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority may require, as a condition of providing admission to the Housing Authority, that each adult member of the household provide a signed, written, authorization for the Housing Authority to obtain records from state and local agencies to determine whether an applicant is subject to a lifetime registration requirement under a state sex offender registration program.
3. Under section 575 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority, notwithstanding any other provision of law other than the Public



Health Service Act (42 USC 201 et set), may require each person who applies for admission to the Housing Authority to sign one or more forms of written consent authorizing the Housing Authority to receive information from a drug abuse treatment facility that is solely related to whether the applicant is currently engaging in the illegal use of controlled substances

4. The term “currently engaging in the illegal use of a controlled substance” means the illegal use of a controlled substance that occurred recently enough to justify a reasonable belief that an applicant’s illegal use of a controlled substance is current or that continuing illegal use of a controlled substance by the applicant is a real and ongoing problem.
5. Conditions for Denial
  - a. The applicant or resident currently owes rent or other amounts to PHA or to another agency in connection with Section 8 or Public Housing Program.
  - b. The applicant has committed any fraud in connection with any federal housing assistance program.
  - c. The applicant has violated any Family obligation under any Section 8 Existing Program as stated on the certificate of Family Participation or Housing Voucher.
  - d. The applicant has breached an “Agreement to Repay” any monies due the Housing Authority. If the applicant owes money as a prior participant, the applicant will not be accepted, nor placed on the waiting list, until payment in full has been received.
  - e. The applicant has an unacceptable Police Record wherein the applicant or any member of the household who has attained the age of 18 has within the past five years been convicted of a crime or has a history of criminal activity that would jeopardize the health, safety, and welfare of the community. Examples of unacceptable behavior includes, but is not limited to violent behavior, confirmed drug or alcohol addiction or abuse, grossly unsanitary or hazardous housekeeping, history of disturbance of neighbors, destruction or property, or other disruptive or dangerous behavior of any family member regardless of age.

## **RECORDS MANGEMENT AND CONFIDENTIALITY**

1. Records Management

All records obtained for the purpose of applicant screening shall be maintained confidentially and in accordance with section 543 of the Public Health Service Act (12 USC 290dd-2) to ensure that the records are not misused or improperly disseminated and are properly destroyed.
2. Confidentiality

The Housing Authority receiving information for the purpose of applicant screening shall not be disclosed to any person who is not an officer, employee, or authorized representative of the Housing Authority and who has a job-related need to have access to the information in connection with admission of applicants, eviction of tenants, or termination of assistance. For judicial eviction proceedings, disclosures may be made to the extent necessary.

3. Any records and or certifications obtained by the Authority regarding or related to the Authority's Violence Against Women Policy shall be kept confidential and managed according to the Policy: PART VI: CONFIDENTIALITY: Section (1.1) "Information Obtained through Certification".

### **VERIFICATION OF INCOME AND CIRCUMSTANCES**

No applicant family shall be admitted to public housing without thorough verification of income, family composition and all other factors pertaining to the applicant's eligibility, rent, unit size, and type, priority rating, etc. The same types of verifications are required to process any interim or annual reexamination for public housing residents. Complete and accurate verification documentation shall be maintained for each applicant and resident. Such documentation may include, but is not limited to, the following:

Failure to Provide: If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification: For applicants, verifications of U.S. citizenship/eligible immigrant status occur at the same time as the final verification other factors of eligibility. For participants, it is done at the first regular recertification after June 19, 1995. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated.

Extensions of Time to Provide Documents: Extensions must be given for persons who declare their eligible immigration status but need time to obtain the required documents. The length of the extension shall be based on individual circumstances. HA will allow up to sixty (60) days to provide the document or receipt issued by the INS for issuance of replacement documents.

Acceptable Documents of Eligible Immigration: The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)

- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)
- Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

12. The Housing Authority shall require the family head and other such family members as it designates to execute a HUD-approved release and consent authorizing any depository or private source of income, or any Federal, state, or local agency to furnish or release to the PHA and to HUD such information as PHA or HUD determines to be necessary. Because eligibility for Federal Housing Assistance is not based on a "declaration system" but upon verification of actual income and family circumstances, the Housing Authority is not limited to verification of data supplied by applicants or residents. Failure of an applicant to cooperate with the Housing Authority in obtaining verifications will result in the application being declared incomplete and inactive. A tenant who fails to cooperate or to release information may be evicted. In addition, interim rent reductions will not be made for residents until after receipt of all required verifications. In consideration of the privacy rights of residents and applicants, the Housing Authority shall restrict its requests to those matters of income, family composition and other family circumstance which are related to eligibility, rent, unit size and type, admission priority rating, or other lawful determinations made by the Housing Authority. If the verified data as listed in this policy are not more than two months old at the time an applicant is selected for admission, and the applicant certifies by written statement that no change has occurred in his status, the data will be considered as reflecting the applicant family's status at the time of admission. If data is more than two months old, all factors are to be re-verified and findings recorded. As part of the application record of each applicant determined to be eligible for admission, the admitting officer or his supervisor shall certify that an investigation has been made of such family and that on the basis of this investigation, it has been determined that the applicant and his family meet all conditions governing eligibility.

#### **DETERMINATION AND NOTIFICATION OF ELIGIBILITY**

1. The Housing Authority will determine the applicant family's eligibility for public housing in accordance with the provisions of this policy. In the event an applicant family is determined to be eligible, the family shall be placed on the waiting list.
2. Apparently eligible applicant families will be notified that its eligibility determination is tentative in nature, being largely based on declarations made by the applicant family, and is subject to further reviews prior to admission.
3. In the event an applicant family is determined to be ineligible, it shall also be informed in writing of the basis for this determination. An applicant family does not have the right to use the Tenant Grievance Procedure, but will be given, upon request, the opportunity

for an informal hearing to present such facts as it wishes. The applicant family will be advised that should an informal hearing to present such facts as it wishes. The applicant family will be advised that should an informal review be desired, a written request to this effect must be received by PHA within 5 working days of the date of the notification of ineligibility (at the discretion of the PHA).

4. In all cases, the Housing Authority reserves the right to withdraw any determination of eligibility, tentative or otherwise, when additional information indicates that the prior determination was inappropriate.

### **OCCUPANCY STANDARDS**

To avoid overcrowding and prevent wasted space units are to be leased in accordance with the occupancy standards set forth below. If there should be a dwelling unit that cannot be filled with a family of appropriate size, after all possible efforts have been made to stimulate applications, a family eligible for the next smaller size unit may be offered this unit. This shall be with the understanding that the family is subject to later transfer to a unit of the proper size.

1. The following system will be used as a guide to determine proper bedroom size for each applicant.
  - a. The head of each household and his/her spouse (unless medical reasons dictate) are assigned to one bedroom.
  - b. Persons of different generations, persons of the opposite sex (other than spouses) and unrelated adults will not be required to share a bedroom.
  - c. Children, with the possible exception of infants, will not be required to share a bedroom with a person of different generations, including their parents.
  - d. All remaining family members are assigned to bedrooms on the basis of two of the same sex to a bedroom (unless children are under the age of six).
  - e. At the option of the parents and written consent of the head of household, a providing such occupancy does not contradict the dwelling unit maximum occupancy standards, children of opposite sex beyond the age of six (6) and up to age ten (10) may share a bedroom.
  - f. If necessary for continued occupancy and/or admission, an infant up to the age of two (2) years could share a bedroom with a parent.
  - g. Foster children are normally included in determining unit size.
  - h. A live-in care attendant who is not a member of the family will not be required to share a bedroom with another member of the household.

- i. Space may be provided for a child who is away at school but who lives with that family during school recesses.
2. Upon admission, bedrooms shall be occupied by not more than two persons. For continued occupancy, exceptions to this requirement may be waived based on existing conditions affecting family members. These conditions may include one or more of the following:
    - a. Relationship of family members to one another;
    - b. Ages of household members;
    - c. Sex of persons to occupy the unit;
    - d. Handicap; or
    - e. Other individual circumstances.
  3. Units shall be assigned so as not to require the use of living room for sleeping purposes.
  4. The following standards regarding the minimum and maximum number of persons who will occupy a unit will be applied within the restraints of financial solvency and program stability. The PHA will also assign units based on the type of unit needed by the individual applicant or applicant family. This refers primarily to the family's ability to use stairs or other status as an elderly family. When it is found that the size of the dwelling is no longer suitable for the family in accordance with these standards, the family will be required to move as soon as a dwelling of appropriate size becomes available. These families will be transferred in accordance with the Transfer Policy. In the situation where a tenant requires a different size dwelling unit and the tenant has either an outstanding balance, a history of poor housekeeping standards or destruction of property, or has not been a desirable tenant the tenant will be deemed ineligible for transfer and will be referred for termination.

<u>Number of Bedrooms</u>	<u>Number of Persons</u>	
	<u>Min</u>	<u>Max</u>
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

**APPLICANT SELECTION AND ASSIGNMENT PLAN**

1. Applicant Ranking  
Applications will be filed and selected by unit type and size, by preference, and by date and time of application. .

2. Preferences  
**The residents of Cape May County will have a preference.**

3. Waiting List  
a. Housing Authority-Wide Waiting List

The Housing Authority-wide waiting list will be ordered as follows:

- (i) By unit type and in unit size by bedrooms.
- (ii) Within the priorities above, by date and time of application.

4. Waiting List Skipping

The Housing Authority may skip a higher-income eligible applicant family to the top of the waiting list (either Authority-wide or site based waiting lists) if a dwelling unit in a development becomes vacant and the development requires a lower income family to meet the Housing Authority's income targeting goals.

The Housing Authority may also skip a lower-income eligible applicant family to the top of the waiting list (either Authority-wide or site based waiting lists) if a dwelling unit in a development becomes vacant and the development requires a higher income targeting goals.

5. Updating of the Waiting List

The Housing Authority shall update the waiting list annually in order to maintain the most current information. Applicants will be requested to provide the Housing Authority with updated information through writing. Applicants who do not respond to the request to update shall be removed from the waiting list. If the applicant's failure to respond to the request to update shall be removed from the waiting list. If the applicant's failure to respond was due to the applicant's disability, the Housing Authority shall provide reasonable accommodations to give the applicant an opportunity to respond.

6. Applicant Selection and Assignment

The PHA will select applicants for participation without discrimination based on race, color, sex, creed, or national origin nor deny any family or individuals the opportunity to apply for assistance under the Low-Rent Housing Program. Neither will the PHA discriminate because of religion, age, physical handicap, pregnancy, parenthood, nor marital or veteran status.

The selection of residents for occupancy of available units will be in conformance with all HUD guidelines and regulations and applicable Fair Housing and Equal Opportunity Requirements.

7. Dwelling Unit Offers

- 1. If the applicant rejects the "first" offer, then the applicant will be placed on the bottom of the Waiting List. If the applicant rejects the "second" offer, the

applicant goes to the bottom of the waiting list. If the applicant rejects the “third” offer, the applicant is removed from the Waiting List. Once applicant is removed from the Waiting List, the applicant will have to re-apply as a “new applicant”. If the Waiting List is closed and the Authority is NOT accepting applications, then the person will not be allowed to re-apply as a “new applicant”. If the Waiting List is closed and the Authority is NOT accepting applications, then the person will not be allowed to re-apply until the Waiting List is open for applications.

8. Unit Refusals

- a. Applicants will be given three (3) offers of a unit of appropriate size and type. Should the applicant reject the “first” offer, the applicant will be placed at the bottom of the waiting list. If the applicant rejects the “second” offer, the applicant goes to the bottom of the Waiting List. If the applicant rejects the “third” offer, the applicant is removed from the Waiting List. Once the applicant is removed from the Waiting List, the applicant will have to re-apply as a “new” applicant.
- b. Upon return to the top of the waiting list, such an applicant would be made an offer in accordance with the provisions of this policy. Upon refusal of one such offer, including any in neighborhoods previously refused, the application shall again be placed at the bottom of the waiting list.

### **LEASING OF DWELLING UNITS**

1. Lease Agreement

- a. The head of the household/spouse and all adult household members age 18 years and older of each family accepted as a tenant are required to execute a lease agreement in such form as the Housing Authority shall require prior to actual admission. One copy of the lease will be given to the lessee and the original will be filed as part of the permanent records established for the family.

The head of household according to the Lease will be legally responsible for the family unit and will be held liable for the conduct of the family members and guests and for the needs of the family.

- b. Each lease shall specify the unit to be occupied, the date of admission, the size of the unit to be occupied, all family members who will live in the unit, the rent to be charged, the date rent is due and payable, other charges under the lease, and the terms of occupancy. It shall be explained in detail to the head of household or other responsible adult before execution of the lease.
- c. The lease shall be kept current at all times. If a resident family transfers to a different unit in the same or another PHA community, the existing lease will be canceled. A new lease will be executed for the unit to which the family is to move by the head of household.

If any other change in the resident's status results in the need to change or amend any provisions of the lease, or if the PHA desires to waive a provision with respect to the resident, (1) the existing lease is to be cancelled and a new lease executed, or (2) an appropriate rider is to be prepared and executed and made a part of the existing lease.

- d. Certain documents are made part of the dwelling lease by reference.
- e. Cancellation of a tenant's lease is to be in accordance with provisions of the lease.

2. Security Deposit

The resident shall provide the Housing Authority prior to occupancy with a security deposit as designated in the Lease Agreement. Interest shall be paid on the security deposit if held longer than 13 months as prescribed by the State of New Jersey Landlord Tenant Act.

Security deposits shall be returned to the tenant within 30 days after vacating the premises if all terms, covenants, and conditions of the lease have been fully performed; or a letter of Disposition explaining why the Housing Authority is withholding the security deposit will be sent.

INSPECTIONS AND REEXAMINATIONS

INSPECTIONS

1. Move-In Inspection

Prior to occupancy, a representative of the participant family and of the PHA maintenance staff will accomplish a physical inspection of the dwelling unit. The maintenance or management staff representative will demonstrate to the family representative the operation of the unit appliances and fixtures.

The condition of the dwelling unit will be recorded on an inspection form provided by PHA. The inspection form will be signed by the family representative and the PHA representative. Any repairs noted will be effectuated prior to occupancy if the repairs are of such a nature that occupancy of the unit either (1) cannot occur, or (2) the unit in its present condition is unacceptable to the family. If the repairs to be effectuated do not prohibit occupancy by the participant family, and is acceptable to the family in its current condition, such repairs will be completed within thirty (30) days of move-in. A copy of the completed inspection form will be provided to the participant family and a copy will be retained in the family's occupancy file.

2. Housing Quality Standards (HQS) Inspections

The Housing Authority shall maintain its public housing properties in a condition that complies with standards that meet or exceed the housing quality standards established by HUD. Such housing standards shall ensure that dwelling units are safe and habitable.



The Housing Authority shall inspect all units annually in accordance with the Secretary's requirements. The Housing Authority shall retain the results of such inspection and, upon request of the Secretary, the Inspector General for the Department of Housing and Urban Development, or any other auditor conducting an audit under section 5(h), shall make such results available.

HQS inspections shall be conducted using the PHA's forms and shall document unreported maintenance problems and verify if the unit is being kept in a decent, safe, and sanitary manner. Copies of the inspection(s) will be provided to the family, noting any deficiencies to be corrected by the family or the PHA. Where the family has been advised to take corrective action, the PHA staff will conduct a follow-up inspection within five (5) working days, if such corrective action is of a general nature.

Where the corrective action to be taken is necessary to remedy an immediate threat to health and/or safety, the reinspection will occur within twenty-four (24) hours. Non-compliance by the family can result in termination of tenancy.

3. Move-Out Inspections

Prior to the family vacating a dwelling unit, the family will be encouraged to participate in a move out inspection along with a member of the PHA staff. The actual move-out inspection will not be conducted until the family has vacated the unit. The condition of the dwelling unit will be recorded on the inspection form utilized for the pre-occupancy inspection of the same dwelling unit, allowing for a comparison of pre and post occupancy condition comparison. Any claim against the family for tenant caused damages will be based upon this comparison.

Following move-out by the family, renovation and/or redecoration of the dwelling unit as a result of the family's occupancy will be accomplished. Charges for items of repair, renovation, and/or redecoration of the dwelling unit made necessary by abuse, negligence, or deliberate destruction by the family will be assessed against the family's security deposit. Should the security deposit prove insufficient relative to the actual cost of such repairs, PHA management will take any and all actions as its disposal to collect the remaining balance from the family.

### **TERMINATION OF THE DWELLING UNIT**

The Housing Authority shall not terminate or refuse to renew a Lease Agreement other than for serious or repeated violation of the terms of the lease, violation of applicable federal, state or local law, or other good cause. The Dwelling Lease shall be terminated by the Housing Authority in accordance with applicable HUD Regulations.

1. "Good cause" as used in this Section means serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or fulfill the Resident obligation set forth in the lease.

2. The Housing Authority may terminate the lease for any occupancy violation of section 576(b) of the Quality Housing and Work Responsibility Act of 1998 (relating to the ineligibility of illegal drug user and alcohol abusers) or the furnishing of any false or misleading information pursuant to section 577 of such Act (relating to termination of tenancy and assistance for illegal drug users and alcohol abusers), or Section 428 relating to the conviction of manufacturing or producing methamphetamine (speed).
3. The Housing Authority may terminate the lease if the Housing Authority determines that the resident is illegally using a controlled substance or whose illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
4. The Housing Authority may terminate the lease for any activity by any household member, on or off the premises, that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Housing Authority.
5. The Housing Authority may terminate the lease for any violent or drug-related criminal activity on or off the premises of the Housing Authority, or any activity resulting in a felony conviction.

The term “drug-related criminal activity”, for the purpose of this policy, means the illegal manufacture, sale, distribution, use, or possession with intent to sell, distribute, or use of a controlled substance.

The Housing Authority reserves the right to terminate tenancy for criminal activity before or after conviction of the crime.

6. The Housing Authority may terminate the lease for failure to meet community service or participation in self-sufficiency program requirements.
7. The Housing Authority may terminate the lease for failure to pay charges, including late charges or charges for damage to Housing Authority property.
8. The Housing Authority may terminate the lease for lying about material facts in any written Housing Authority statements.
9. The Housing Authority may terminate the lease for serious or repeated damage or destruction of Housing Authority property.
10. The Housing Authority may terminate the lease for making or keeping a threat to the health or safety of other residents or Housing Authority employees.
11. The Housing Authority may terminate the lease for failure to pay resident purchased utilities.

12. The Housing Authority may terminate the lease for allowing unauthorized guests to remain in the household for more than thirty (30) days per calendar year. PHA management may find that extenuating circumstances exist, however. The Housing Authority will terminate the lease of any resident whose address has been used by an individual other than a member of the household as their address (e.g., driver's license, job application, etc.)
13. In cases citing violence against women, and under the Housing Authority's Violence Against Women Policy, the Housing Authority shall NOT terminate the Lease should "criminal activity directly relating to domestic violence, dating violence, or stalking 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 the tenancy or occupancy rights, if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, or stalking.** For further reference to Termination or Assistance/Eviction involving a claim of domestic violence, dating violence, or stalking see the Authority VAWA Policy PART IV: Section (1.1); (1.2); (1.3); (1.4) and (1.5).
14. Certification of a "specific nature" shall be required to demonstrate or verify a "domestic violence, dating violence, or stalking claim. Such certification is defined in the Authority's VAWA Policy and can be found in: PART V: CERTIFICATION: Section (1.1). **Failure to provide such certification is reference is Section (1.2) of the same PART V.**
15. Procedure for termination of the Lease shall be as follows:
  - a. The Housing Authority shall give fourteen (14) days written notice of termination if said termination is caused by Resident's failure to pay rent.
  - b. The Housing Authority shall give a reasonable time period, but not to exceed thirty (30) days if the health or safety of other tenants, Housing Authority employees, or persons residing in the immediate vicinity of the premises is threatened, or in the event of any drug-related or violent criminal activity or any felony conviction, except that if the state or local law provides for a shorter period of time, such shorter period shall apply.
  - c. The Housing Authority shall give thirty (30) days written notice of termination in all other cases.
  - d. A written record of every lease termination shall be maintained by the Authority and shall contain the following information:

### **ABANDONMENT OF A UNIT**

The PHA may take possession of the dwelling after a resident had moved out. In the absence of actual knowledge of abandonment, it shall be presumed that the resident has abandoned the dwelling unit if the resident is absent from the dwelling unit for a period of fifteen (15) days, and the resident has not notified the PHA in writing in advance of an intended absence, or otherwise as provided in this Agreement. The following criteria will be used in determining if the unit has been abandoned:

- a. Some or all of utilities have been turned off;
- b. A dramatic reduction in utility/electric bills;
- c. Repeated inability to contact the resident;
- d. Incarceration or sentencing of the head of household for more than 30 days;
- e. No personal possessions remaining in the apartment.

The Housing Authority will post a ten (10) day notice at the abandoned unit. The ten (10) day notice shall inform the participant family of the Housing Authority's intention to terminate the lease and related actions. If the participant family does not respond to the notice within five days, the family's lease will be terminated and the Housing Authority will enter the unit to remove any remaining personal possessions. PHA may remove and dispose of any personal property, left in the resident's dwelling or elsewhere on the PHA's property. Reasonable cost of any storage, removal and/or disposal shall be charged to the resident or assessed against resident's security deposit, unless in PHA's sole discretion, it is determined that documentable conditions existed which prevented the resident from occupying the dwelling.

## **COMMUNITY SERVICE AND FAMILY SELF-SUFFICIENCY**

### **1. Policy Statement**

It is the policy of the Housing Authority to enhance and promote economic and social self-sufficiency. As such, the Housing Authority shall provide the following for the enhancement of the economic and social self-sufficiency of assisted families:

- a. Income mix (the PHA may establish and utilize income-mix criteria for the selection of residents.)
- b. Targeting (mandatory): Not less than 40% of dwelling units owned by the Housing Authority shall be occupied by families whose incomes at the time of commencement of occupancy do not exceed 30% of the area median income.
- c. Cooperation Agreement for Economic Self-Sufficiency (mandatory): The Housing Authority shall enter into cooperation agreements with state, local, and other agencies providing assistance to covered families under welfare or public assistance programs. The cooperation agreements shall facilitate the

administration of this policy and the sharing of information regarding rents, income, assistance, or other information that may assist the Housing Authority or welfare or public assistance agency to carry out its functions. The Housing Authority shall also seek to include in cooperation agreements with welfare or public assistance agencies provisions to provide for economic self-sufficiency services within the properties owned by the Housing Authority, provide for services designed to meet the unique employment-related needs of residents, and provide placement of work fare positions on-site.

2. Definition of “economic self-sufficiency program”: Any program designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants, including programs for job training, employment counseling, work placement, basic skills training, education, work fare, financial or household management, apprenticeship, or other activities as the Secretary may provide.
3. Community Service and Family Self-Sufficiency Requirement  
As a condition of continued occupancy, excluding residents under paragraph 4 below, each adult resident of the Housing Authority shall:
  - a. Contribute eight (8) hours per month of community service (not including political activities) within the community in which that adult resides; or,
  - b. Participate in an economic self-sufficiency program for eight (8) hours per month.

Exemptions to paragraph 3 above shall be made for any individual who:

- a. Is 62 years of age or older;
- b. Is a blind or disabled individual defined under section 216(i)(1) or 1614 of the Social Security Act (42 USC 416(i)(1); 1382c) and who is unable to comply with this section, or is a primary caretaker of such individual;
- c. Is engaged in a work activity (as such term is defined in section 407(d) of the Social Security Act (42 USC 607(d), as in effect on and after July 1, 1997)
- d. Meets the requirements for being exempted from having to engage in a work activity under the state program funded under part A of title IV of the Social Security Act (42 USC 601 et seq) or under any other welfare program of the state in which the public housing agency is located, including a state-administered welfare-to-work program; or,
- e. Is in a family receiving assistance under a state program funded under part A of title IV of the Social Security Act (42 USC 601 et seq) or under any other welfare program of the state in which public housing agency is located, including a state administered welfare-to-work program, and has not been found by the state or other administering entity to be in noncompliance with such program.

5. Annual Determinations

For each public housing resident, the Housing Authority shall, thirty (30) days before the expiration of each lease term of the resident, review and determine the compliance of the resident with the requirement under paragraph 3 above. Such determinations shall be made in accordance with the principles of due process and on a nondiscriminatory basis.

6. Noncompliance

If the Housing Authority determines that the resident subject to the requirement under paragraph 3 has not complies with the requirement the Housing Authority shall notify the resident in writing of such noncompliance. The written notification shall state that the determination of noncompliance is subject to the administrative grievance procedure and that failure by the resident to enter into an agreement, before the expiration of the lease term, to cure any noncompliance by participating in an economic self-sufficiency program for, or contributing to community service, as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease, may be cause for lease termination.

The Housing Authority shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes an adult member subject to the requirement under paragraph 3 who has been determined to be not compliant with the requirements under paragraph 3, and has failed to attempt to cure the noncompliance.

7. Location of the community service or family self-sufficiency program

Adult residents subject to the requirement under paragraph 3 may participated in a community service or an economic self-sufficiency program at a location owned by the Housing Authority.

The Housing Authority may provide a community service or an economic self-sufficiency program to meet the requirements of paragraph 3; however, the Housing Authority shall not substitute participation in community service or an economic self-sufficiency program for work performed by an employee of the Housing Authority or supplant a job at any location at which community work requirements are fulfilled.

## **FRAUD**

If the PHA has reason to believe that a family may have (or had before participating in the public housing programs) committed fraud, bribery, or other corrupt or criminal acts the PHA will take action to determine whether there has been program abuse. Once the PHA determines that fraud has occurred and decides to terminate the lease due to fraud, the PHA will provide the family with a 30 day Notice to Evict. The PHA may require repayment by the family. Further, the PHA shall refer all fraud cases to the Regional Inspector General for

Investigation (RIGID) or to local or state prosecutors with a copy to RIGID for investigation and possible criminal prosecution.

The Housing Authority considers the misrepresentation of income and family circumstances to be a serious lease and policy violation as well as a crime and will take appropriate action if apparent fraud is discovered. Specifically:

1. An applicant family who has misrepresented income or family circumstances may be declared ineligible for housing assistance.
2. If any examination of the tenant's file discloses that the tenant made an misrepresentation (at the time of admission or any previous reexamination date) which resulted in his/her being classified as eligible when in fact he/she was ineligible, the tenant may be required to vacate the apartment even though he/she may be currently eligible.
3. A tenant family who has made misrepresentation of income or family circumstances is subject to both eviction and being declared ineligible for future housing assistance.
4. If it is found that the tenant's misrepresentations resulted in his/her paying a lower Tenant Rent than he/she should have paid, he/she will be required to pay the difference between rent owed and the amount that should have been paid. This amount shall be paid whether or not the tenant remains in occupancy, but failure to pay under terms established by the Housing Authority shall always result in immediate termination of the lease. The Housing Authority reserves the right to demand full payment within seven days.
5. The Housing Authority shall report apparent cases of tenant or applicant fraud to the appropriate government agency. It shall be the policy of the PHA to press state and Federal authorities for prosecution of cases which, in the Housing Authority's judgment, appear to constitute willful and deliberate misrepresentation.

### RENT POLICY

1. Minimum Rental Amount  
The PHA has established a minimum Total Tenant payment of \$50.00 per month.
2. Rent Collection
  - a. Rent is due on the first of each month and is considered late if not paid by the fifth working day of the month.
  - b. A late charge of \$25.00 will be added to the monthly rental payment for any rent paid after the fifth working day of the month.
  - c. A 14 Day Notice of Termination will be served on the tenant on the sixty (6<sup>th</sup>) day of the month, if rent is not paid. If the total rental payment dues are not paid

within fourteen (14) days, the PHA will issue an unlawful detainer and file in court for all monies due and for possession of the unit. Rent will be accepted up until the court date. Should the resident wish to settle the suit out of court, resident payments shall include all past due rent, late fees, court filing fees, and other reasonable costs associated with the filing of the eviction.

- d. If a family is served four (4) unlawful detainers within a twelve (12) month period, their lease shall be terminated for chronic rent delinquency.

### **UTILITY ALLOWANCES**

**Agency Statement:** The Housing Authority of the City of Cape May does not have utility allowances. The Housing Authority charges for additional household appliances not normally supplied by the Housing Authority. Such additional appliances require a flat fee of \$25.00 per appliance to be paid by the resident. Additional appliances are defined as an extra refrigerator, freezer, or dryer. The entire site is mast metered with only one meter.

### **PET POLICY**

#### **1. Purpose**

In compliance with Section 227 of Title II of the Housing and Urban-Rural Recovery Act of 1983, and with 24 CFR Parts 5, 243, 842, and 942, Final Rule, the Housing Authority will permit residents of housing projects built exclusively for occupancy by the elderly and persons with disabilities, to own and keep common household pets in their apartment. This policy sets forth the conditions and guidelines under which pets will be permitted. This policy is to be adhered to all times.

The purpose of the policy is to ensure that pet ownership will not be injurious to persons or property, or violate the rights of all residents to clean, quiet, and safe surroundings.

#### **Common Household Pets are Defined as Follows:**

**Birds:** Including canary, parakeet, finch and other species that are normally kept caged; birds of prey are not permitted.

**Fish:** Tanks or aquariums are not to exceed 20 gallons in capacity. Poisonous or dangerous fish are not permitted. Only one (1) tank or aquarium is permitted per apartment.

**Dogs:** Not to exceed thirty (30) pounds at time of maturity. All dogs must be neutered or spayed.

**Cats:** All cats must be neutered or spayed and declawed.

#### **II. Registration**



Every pet must be registered with the Housing Authority's management prior to moving the pet into the unit and updated annually thereafter. Registration requires the following:

- A. A certificate signed by a licensed veterinarian, or a state or local authority empowered to inoculate animals (or designated agent of such authority), stating that the animal has received all inoculations required by state and local law, if applicable (dogs, cats).
- B. Proof of current license, if applicable (dogs, cats).
- C. Identification tag bearing the owner's name, address, and phone number (dogs, cats).
- D. Proof of neutering/spaying and/or declawing, if applicable (dogs, cats).
- E. Photograph (no smaller than 3x5) of pet or aquarium.
- F. The name, address, and phone number of a responsible party that will care for the pet if the owner becomes temporarily incapacitated.
- G. Fish – size of tank or aquarium must be registered.

III. **Licenses and Tags**

Every dog and cat must wear the appropriate local animal license, a valid rabies tag and a tag bearing the owner's name, address and phone number. All licenses and tags must be current.

IV. **Density of Pets**

Only one (1) dog or cat will be allowed per apartment. Only two (2) birds will be allowed per apartment. The Housing Authority only will give final approval on type of density of pets.

V. **Visitors and Guests**

No visitor or guest will be allowed to bring pets on the premises at any time. Residents will not be allowed to Pet Sit or House a Pet without fully complying with this policy.

Feed or caring for stray animals is prohibited and will be considered keeping a pet without permission.

VI. **Pet Restraints**

- A. All dogs must be on a leash when not in owner's apartment. The leash must be no longer than three (3) feet.
- B. Cats must be in a caged container or on a leash when taken out of the owner's apartment.

- C. Birds must be in a cage when inside of the resident's apartment or entering or leaving the building.

VII. **Liability**

Residents owning pets shall be liable for the entire amount of all damages to the Housing Authority premises caused by their pet and all cleaning, defleeing and deodorizing required because of such pet. Pet owners shall be strictly liable for the entire amount of any injury to the person or property of other residents, staff or visitors of the Housing Authority caused by their pet, and shall indemnify the Housing Authority for all costs of litigation and attorney's fees resulting from such damage. Pet liability insurance can be obtained through most insurance agents and companies.

VIII. **Sanitary Standards and Waste Disposal**

- A. Litter boxes must be provided for cats with use of odor reducing chemicals.
- B. Fur-bearing pets must wear effective flea collars at all times. Should extermination become necessary, cost of such extermination will be charged to pet owner.
- C. Pet owners are responsible for immediate removal of the feces of their pet and shall be charged in instance where damages occur to Authority property due to pet or removal of pet feces by staff.
  - (i) All pet waste must be placed in a plastic bag and tied securely to reduce odor and placed in designated garbage container and/or trash compactor.
  - (ii) Residents with litter boxes must clean them regularly. Noncompliance may result in removal of the pet. The Housing Authority reserves the right to impose a mandatory twice weekly litter box cleaning depending on need. Litter box garbage shall be placed in a plastic bag and deposited outside the building in the garbage container and/or trash compactor.
- D. All apartments with pets must be kept free of pet odors and maintained in a clean and sanitary manner. Pet owner's apartments may be subject to inspections once a month.

IX. **General Rules**

The resident agrees to comply with the following rules imposed by the Housing Authority:

- A. No pet shall be tied up anywhere on Authority property and left unattended for any amount of time.

- B. Pet owners will be required to make arrangements for their pets in the event of vacation or hospitalization.
- C. Dog houses are not allowed on Authority property.

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X. **Pet Rule Violation and Pet Removal**

- A. If it is determined on the basis of objective facts, supported by written statement, that a pet owner has violated a rule governing the pet policy, the Housing Authority shall serve a notice of pet rule violation on the pet owner. Serious or repeated violations may result in pet removal or termination of the pet owner's tenancy, or both.
- B. If pet poses a nuisance such as excessive noise, barking, or whining which disrupts the peace of other residents, owner will remove the pet from premises upon request of management within 48 hours. Nuisance complaints regarding pets are subject to immediate inspections.
- C. If a pet owner becomes unable either through hospitalization or illness to care for the pet and the person so designated to care for the pet in the pet owner's absence refuses or is unable physically to care for the pet, the Housing Authority can officially remove the pet. The Authority accepts no responsibility for pets so removed.

XI. **Rule Enforcement**

Violation of these pet rules will prompt a written notice of violation. The pet owner will have seven (7) days to correct the violation or request an informal hearing at which time the Authority's Grievance Procedure will be followed.

XII. **Grievance**

Management and resident agree to utilize the Grievance Procedure described in the Lease Agreement to resolve any dispute between resident and management regarding a pet.

XIII. **Damage Deposit**

A "Pet Damage Deposit" will be required for dogs and cats only; however, all pet owners must comply with registration rules for all other pets. The "Pet Damage Deposit" must be paid in advance and is to be used to pay reasonable expenses directly attributable to the presence of the pet in the project including (but not limited to) the cost of repairs and replacements to, and fumigation of, the resident's dwelling unit. The amount of the "Pet Damage Deposit" will be \$100.00.

XIV. **Exceptions**

This policy does not apply to animals that are used to assist persons with disabilities. This exclusion applies to animals that reside in the development, as well as animals used to assist persons with disabilities that visit the development. Pets used for the

purpose of aiding residents with disabilities must have appropriate certification. The Authority shall maintain a list of agencies that provide and/or train animals to give assistance to individuals with disabilities.

## **ONE STRIKE AND YOUR'RE OUT**

### **ONE STRIKE AND YOUR'RE OUT POLICY**

#### **I. GOAL**

The goal of the One Strike and You're Out Policy is to ensure the safety and wellbeing of families and individuals who live in public housing.

The "one strike" policy applies to residents of the Housing Authority (HA). Individuals who engage in illegal drug use and/or other criminal activity shall be evicted from their dwelling unit after one (1) such offense.

The Housing Authority is committed to the provisions of this policy and it shall be strictly enforced.

By aggressively removing criminals from the Authority's public housing developments, the One Strike Policy shall:

1. free public housing residents from daily threats to their personal and family safety;
2. build public housing communities that are safer and drug-free;
3. support parents in their efforts to instill positive values in their families;
4. create a positive environment for residents of all ages, where people can live, learn, and grow to be productive and responsible citizens;
5. Set an example for the greater community.

#### **II. GUIDING PRINCIPLES OF THE ONE STRIKE POLICY**

The Housing Authority One Strike Policy was developed based on the following principles:

1. All individuals have the right to live in peace and be free from fear, intimidation, and abuse. The Housing Authority is committed to providing safe housing for all residents of the Authority.
2. Public and assisted housing should be awarded to responsible individuals. The Housing Authority shall give no preference to applicant families with a history of drug-related behavior and/or criminal activity.

3. Applicants and current residents of public housing must be protected from discrimination and violation of their rights to privacy. The Housing Authority shall comply with all civil rights, fair housing, and privacy laws, at both the screening and eviction stages. The Housing Authority shall not discriminate against any applicant or resident based on race, color, nationality, religion, sex, familial status, disability or membership in other groups or categories protected under such laws.
4. Active community and governmental involvement in designing and implementing a One Strike Policy is fundamental to its success. The Housing Authority shall work cooperatively with local government, law enforcement, residents, and the courts in enforcing the One Strike Policy.

### III. **SCREENING AND ADMISSIONS POLICY**

The One Strike Policy ensures that individuals who engage in illegal drug use or other criminal activities that endanger the wellbeing of residents are prohibited from becoming residents of the Housing Authority. The Authority has adopted the following screening procedure to ensure the goals of this policy:

1. Comprehensive background checks: The HA shall conduct comprehensive background checks, including criminal activity, on all household applicants eighteen (18) years and older. Screening procedure shall include:
  - (a) reviewing police and court records;
  - (b) landlord references;
  - (c) background check with probation officers, parole officers, and local social service providers.
2. Coordination with courts and local, state and federal law enforcement agencies. The HA shall coordinate with courts and local, state, and federal law enforcement agencies to gain access to criminal records through the Extension Act. The Extension Act makes criminal conviction records available to the Authority for the purposes of screening, lease enforcement, and eviction. The Authority shall maintain a records management system to ensure that records received are maintained confidentially, not misused or improperly disseminated, and destroyed once action is taken.
3. Criteria for acceptance of application for residence: The Authority shall consider applications for residence on a case-by-case basis; denial of acceptance shall be based on the existence of concrete evidence of the seriousness, extent, and recentness of criminal activity. The following applications shall be denied residences:
  - (a) applicants who have been evicted from public housing within the past five years due to drug-related criminal activity, unless the applicant can show evidence of rehabilitation;
  - (b) persons illegally using controlled substances;

- (c) persons who have exhibited a pattern of illegal use of controlled substances.
  - (d) any other criminal and/or drug-related activity that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.
4. Protect applicant's due process rights: The Housing Authority's Admissions and continued Occupancy Plan (ACOP) shall be made available upon request and posted in the central office where applications are received.
- (a) In accordance with the Authority's ACOP, applicants determined to be ineligible for admission shall be promptly notified of the basis for the decision.
  - (b) Per the Extension Act, should denial of occupancy be based on a criminal record and the opportunity to dispute the accuracy and relevance of that record.
5. Compliance with state and local laws: The Housing Authority is committed to protecting the rights of all applicants and residents. All policies and procedures and revisions of policies and procedures, shall be reviewed for compliance with local and state landlord-resident law and any other applicable law by attorneys with experience in such law.

#### IV. **ENFORCEMENT BY EVICTION**

In accordance with the current law and the Extension Act, the Housing Authority dwelling lease stipulates that:

- (a) any activity is grounds for eviction if it threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
- (b) all drug related criminal activity occurring on or off the premises is cause for eviction;
- (c) any person who the Authority determines is illegally using controlled substance shall be evicted; and/or,
- (d) any person whose illegal use of a controlled substance is determined by the Authority to interfere with the rights of other residents shall be evicted.

Under these required lease terms, tenancy shall be terminated and the household evicted when the resident, any member of the resident's household, or guest, engages in prohibited criminal activity.

The above stated terms for termination of tenancy and household eviction, shall be enforced through the following actions:

1. Lease: The Housing Authority Dwelling Lease stipulates that:
  - (a) residents, nor any household member or guest, or other person under their control, shall not engage in the prohibited drug-related or other criminal activities; failure to abide by this lease term is grounds for eviction and any drug-related or criminal activity in violation of this term shall be treated as a "serious violation of the material terms of the lease";

- (b) under the Extension Act, alcohol abuse that interferes with the health, safety, or right of peaceful enjoyment of the premises by other residents, shall be grounds for eviction;
- (c) the Housing Authority shall not tolerate violations of the lease terms regarding criminal activity; one such offense shall be grounds for eviction;
- (d) criminal activity is cause for eviction even in the absence of conviction or arrest.

The same lease shall be used for all residents of the Authority.

- 2. Briefing on Terms of the Lease: All residents shall be briefed on the terms of the lease at the time of annual re-examination. New residents shall be briefed on the terms of the lease at the time of signing the initial lease.
- 3. Due Process Rights: The Housing Authority shall protect the resident’s due process rights to the greatest extent possible:
  - (a) Eviction procedure shall be processed through the NJ State court system and shall not be handled through normal administrative grievance procedure.
  - (b) Residents shall be protected by state and local laws governing eviction procedure, barring preemption by federal law.

**V. NONRESIDENT CRIMINAL ACTIVITY**

The Housing Authority is committed to protecting against criminal activities committed by nonresidents and has adopted the following policy.

- 1. The Authority shall post warnings in all HA public housing developments that violators shall be prosecuted to the fullest extent under the law.
- 2. In accordance with the lease, residents shall be held responsible for guests’ nonresidents, criminal behavior. Disruptive and/or criminal behavior of resident guests may be grounds for eviction of the entire household.
- 3. In cases where the Authority and household settle an eviction case on the condition that the disruptive household member moves away from the Authority/resident agreement shall provide that:
  - (a) the individual thereafter shall be a trespasser on the Authority properties; and,
  - (b) the household shall be subject to eviction if the individual returns to the HA properties.

**FLAT RENT SCHEDULE**

\$895.00	per month for our 0 bedroom non-elevated 1 story units.
\$895.00	per month for our 1 bedroom non-elevated 1 story units.

\$1,112.00	per month for our 2 bedroom non-elevated 2 story units.
\$1,287.00	per month for our 3 bedroom non-elevated 2 story units.
\$1,350.00	per month for our 4 bedroom non-elevated 2 story units.



# CAPE MAY HOUSING AUTHORITY

## 2013 Income Limits January 2013

FY 2013 INCOME LIMIT AREA	MEDIAN INCOME	FY2013 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
		Very Low (50%) Income Limits	\$26,050	\$29,750	\$33,450	\$37,150	\$40,150	\$43,100	\$46,100	\$49,050
CAPE MAY COUNTY	\$74,300	Extremely Low (30%) Income Limits	\$15,650	\$17,850	\$20,100	\$22,300	\$24,100	\$25,900	\$27,700	\$29,450
		Low (80%) Income Limits	\$41,650	\$47,600	\$53,550	\$59,450	\$64,250	\$69,000	\$73,750	\$78,500

