

BAYONNE HOUSING AUTHORITY

HUD INCOME LIMITS FY 2018

EFFECTIVE April 1, 2018

H/H SIZE	1	2	3	4	5	6	7	8
30%	19,800	22,600	25,450	28,250	30,550	33,740	38,060	42,380
VERY LOW (50%)	32,950	37,650	42,350	47,050	50,850	54,600	58,350	62,150
LOW (80%)	52,750	60,250	67,800	75,300	81,350	87,350	93,400	99,400

* Section 8 Housing Choice Voucher Program uses **"Very Low"** income limits

* Public Housing Program uses **"Low"** income limits

TENANT NAME: _____

ASSETS

No.	Type of Asset	Cash Value	%	Actual Income
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$

TOTAL \$ _____ \$ _____

IMPUTED INCOME FROM ASSETS: 0.06 % * \$ _____ = \$ _____

INCOME

No.	INCOME SOURCE	GROSS AMOUNT	FREQUENCY	TOTAL
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$

INCOME FROM ASSETS \$ _____

TOTAL INCOME \$ _____

MEDICAL, DISABILITY EXPENSES

	\$
	\$
	\$
	\$
TOTAL	\$

CHILD CARE EXPENSES

	\$
	\$
TOTAL	\$

ALLOWANCES

TOTAL MEDICAL	\$
3% OF ANNUAL INCOME	\$
DIFFERENCE	\$
ALLOWABLE MEDICAL	\$
DEPENDENTS \$480 * _____ =	\$
CHILD CARE ALLOWANCE	\$
SENIOR/DISABLED DEDUCTION	\$
TOTAL ALLOWANCES	\$

ELIGIBILITY/RENT CALCULATION

FAMILY SIZE	\$
BEDROOM SIZE	\$
INCOME LIMIT	\$
ANNUAL INCOME	\$
LESS ALLOWANCES	\$
ADJUSTED INCOME	\$
UNIT RENT	\$
PAYMENT STANDARD	\$
GROSS FAMILY CONTRIBUTION (TTP)	
30%	40% 50% MIN. RENT
UTILITY ALLOWANCES	\$
TENANT PAYMENT	\$
HOUSING AUTHORITY PAYMENT	\$
UTILITY REIMBURSEMENT	\$

I certify that the information given by the household of _____ on household composition, income, assets, allowances, and deductions has been verified as required by Federal Law and the family was eligible at admission/recertification.

SIGNATURE OF BHA REPRESENTATIVE _____ DATE _____

HOUSING AUTHORITY OF THE CITY OF BAYONNE

THE NON-DISCRIMINATION AND REASONABLE ACCOMMODATIONS POLICY WITH REGARD TO PERSONS WITH DISABILITIES PARTICIPATING IN THE PUBLIC HOUSING AND/OR SECTION 8 HOUSING CHOICE VOUCHER PROGRAMS ADMINISTERED BY THIS HOUSING AUTHORITY IS AS FOLLOWS:

INTRODUCTION

The Federal Fair Housing Act (the Act), Section 504 of the Rehabilitation Act of 1973 (Section 504) and the Americans with Disabilities Act of 1990 (ADA) cover the rights of persons with disabilities.

The Federal Fair Housing Act (Act) makes it unlawful to refuse to make reasonable accommodations to rules, policies, practices, or services when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Since rules, policies, practices, and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities the same as others will sometimes deny them an equal opportunity to use and enjoy a dwelling.

Section 504 of the Rehabilitation Act of 1973 (Section 504) prohibits discrimination on the basis of disability in programs or activities that receive Federal financial assistance. Specifically, it states that “No otherwise qualified individual with disability in the United States shall solely by reason of his or her disability, be excluded from the participation in be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance...” Section 504 mandates that recipients of Federal funds designate a Section 504 coordinator to ensure compliance with Section 504 requirements. The Housing Authority of the City of Bayonne (the Authority) receives Federal funds.

Therefore, the Authority has designated Hernan Bracero as the Section 504 Coordinator. Hernan Bracero may be reached at hbracero@bayonneha.org. 549 Avenue A, Bayonne NJ 07002, phone 201-339-8700 Ext. 1035, fax 201-436-0990. Accessibility for the hearing impaired is provided by the TTY/TTD telephone number 201-339-5283. The National TTD Line is 711.

The ADA prohibits discrimination on the basis of disability by public entities. Specifically, it states “No qualified individual with a disability shall, on the basis of disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity...”

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the individual’s disability.

The Act, Section 504, and the ADA require Public Housing and Section 8 agencies to affirmatively ensure that people with disabilities are given an equal opportunity to participate in the programs administered by the Authority. HUD's Section 504 regulations, which are contained in 24 C.F.R. § 8, provide a more detailed explanation of Public Housing and Section 8 responsibilities. The regulation requires that a qualified person with a disability:

- a. Must meet the essential eligibility requirements for Public Housing and Section 8 assistance; and
- b. Must be afforded an opportunity equal to that afforded to others; and/or
- c. Must be provided housing or benefits afforded to others; and/or
- d. May not be provided different or separate housing or benefits unless necessary to provide the person with a disability with housing or benefits that are as effective as those provided to others.

The Federal law regarding disabled persons is designed to afford people with disabilities an "equal opportunity to obtain the same result, to gain the same benefit or to reach the same level of achievement" as those who do not have disabilities.

The Authority is obligated to administer its Public Housing and Section 8 Program in the most integrated setting possible that is appropriate to the needs of qualified individuals rather than to separate the individual from the general population.

A participant with a disability must ask for an accommodation of the disability before the Authority treats him/her differently. A reasonable accommodation request can be made orally or in writing or may be reduced to writing by a staff member from the BHA. However, it is extremely helpful for both the requestor and the Authority if the request for the reasonable accommodation is made in writing. The Authority will consider the request for a reasonable accommodation even if the individual does not utilize the agency's forms or procedures for making the request. Requests for reasonable accommodation from a person with a disability will be granted when the Authority has determined that granting the accommodation would be consistent with HUD policies and pertinent Federal, State and local regulations. The Authority will review all requests for a Reasonable Accommodation on a case by case basis and there is no limit to the number of Reasonable Accommodation requests an individual can make.

1) **A person with disabilities is defined as:** Individuals with a physical or mental impairment that substantially limits one or more major life activities of such individual; a record of such an impairment; or being regarded as having such an impairment.

2) **Physical or mental impairment means:**

- (i) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more body systems, such as: neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin, and endocrine; or

- (ii) Any mental or psychological disorder such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disability.
 - (iii) Or any other disability not expressly mentioned herein, but covered under applicable regulations: 24 CFR Parts 8 & 100 as well as 28 CFR Part 35.
- 3) **Physical or mental impairment** includes, but is not limited to, contagious and noncontagious diseases and conditions such as the following: orthopedic, visual, speech and hearing impairments, and cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, intellectual disability, emotional illness, dyslexia and other specific learning disabilities, Attention Deficit Hyperactivity Disorder, Human Immunodeficiency Virus infection (whether symptomatic or asymptomatic), tuberculosis, drug addiction, and alcoholism. ***Physical or mental impairment does not include homosexuality or bisexuality.***
- 4) **Major life activities** include, but are not limited to:
- (i) Caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, writing, communicating, interacting with others, and working; and
 - (ii) The operation of a ***major bodily function***, such as the functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, and reproductive systems. The operation of a major bodily function includes the operation of an individual organ within a body system.
1. **Substantially limits.**
- (i) The term “substantially limits” shall be construed broadly in favor of expansive coverage, to the maximum extent permitted by the terms of the ADA. “Substantially limits” is not meant to be a demanding standard.
 - (ii) The primary object of attention in cases brought under title II of the ADA should be whether public entities have complied with their obligations and whether discrimination has occurred, not the extent to which an individual’s impairment substantially limits a major life activity. Accordingly, the threshold issue of whether an impairment substantially limits a major life activity should not demand extensive analysis.
 - (iii) An impairment that substantially limits one major life activity does not need to limit other major life activities in order to be considered a substantially limiting impairment.

- (iv) An impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active.
- (v) An impairment is a disability within the meaning of this part if it substantially limits the ability of an individual to perform a major life activity as compared to most people in the general population. An impairment does not need to prevent, or significantly or severely restrict, the individual from performing a major life activity in order to be considered substantially limiting. Nonetheless, not every impairment will constitute a disability within the meaning of this section.
- (vi) The determination of whether an impairment substantially limits a major life activity requires an individualized assessment. However, in making this assessment, the term “substantially limits” shall be interpreted and applied to require a degree of functional limitation that is lower than the standard for substantially limits applied prior to the ADA Amendments Act.
- (vii) The comparison of an individual’s performance of a major life activity to the performance of the same major life activity by most people in the general population usually will not require scientific, medical, or statistical evidence. Nothing in this paragraph is intended, however, to prohibit or limit the presentation of scientific, medical, or statistical evidence in making such a comparison where appropriate.
- (viii) The determination of whether an impairment substantially limits a major life activity shall be made without regard to the ameliorative effects of mitigating measures. However, the ameliorative effects of ordinary eyeglasses or contact lenses shall be considered in determining whether an impairment substantially limits a major life activity. Ordinary eyeglasses or contact lenses are lenses that are intended to fully correct visual acuity or to eliminate refractive error.
- (ix) “The six-month “transitory” part of the “transitory and minor” exception in paragraph (f)(2) of this section does not apply to the “actual disability” or “record of” prongs of the definition of “disability.” The effects of an impairment lasting or expected to last less than six months can be substantially limiting within the meaning of this section for establishing an actual disability or a record of disability.

No individual shall be considered to be a person with disabilities for purposes of housing assistance eligibility solely based on the current, illegal use of or addiction to controlled substances (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

ACCOMMODATIONS POLICY

Sometimes, people with disabilities may need a reasonable accommodation in order to take full advantage of the Authority’s programs and related services. When such

accommodations are granted, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

This policy is applicable to all Authority situations described in the Authority's Public Housing Admissions and Continued Occupancy Policy and the Section 8 Administrative Plan when a family initiates contact with the Authority, when the Authority initiates contact with a family, including when a family applies, and when the Authority schedules or reschedules appointments of any kind.

The Authority's operating policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing programs and related services. Except as otherwise provided in 24 CFR.§ 8, no individual with disabilities shall be denied the benefits of, be excluded from participation or otherwise be subjected to discrimination because the Authority facilities are inaccessible to or unusable by persons with disabilities.

The Authority is accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TTD/TDY telephone number and by the National TTD Line. The phone number is local number is 201-339-5283. The National TTD Line is 711. The Authority will make written communications available using the appropriate auxiliary aids if requested by an individual with disabilities.

Notifications of reexamination, inspection, appointment, termination of assistance or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by a Public Housing tenant or Section 8 participant will include information about requesting a reasonable accommodation.

A disabled applicant or tenant may request a reasonable accommodation at any time in the application process or at any time they need an accommodation.

The Authority is entitled to obtain information that is necessary to evaluate if a requested reasonable accommodation may be necessary because of a disability. If a person's disability is obvious or otherwise known, and if the need for the requested accommodation is also readily apparent or known, then the Authority cannot ask for any more information.

If the requester's disability is known or obvious, to the provider, but the need for the accommodation is not, the provider may request only information that is necessary to evaluate the need for accommodation.

If neither the disability nor the need for accommodation is readily apparent, the Authority may request verification to determine the nexus between the person's disability and the requested accommodation. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about

the individual's disability may also provide verification of a disability. An individual's medical records or detailed information about the nature of a person's disability is not necessary for this inquiry. Proof of receipt of government benefits may be used as verification of a disability (e.g. Social Security Disability Income).

Once the Authority has established that a person meets the Act, Section 504 and/or the ADA's definition of disability, the Authority's request for documentation should seek only the information that is necessary to evaluate if the reasonable accommodation is needed because of a disability. Such information must be kept confidential and must not be shared with other persons unless they need the information to make or assess a decision to grant or deny a reasonable accommodation request or unless disclosure is required by law (e.g., a court-issued subpoena requiring disclosure).

EXAMPLES OF REASONABLE ACCOMMODATIONS

The following are examples of reasonable accommodations: it is not intended to be an exclusive list:

- A. If a person with disabilities is unable to come to the office due to a disability, an Authority staff member may upon request:
 - 1. Reschedule the interview to accommodate the family's needs;
 - 2. Conduct the interview by phone and mail the documents to the family for signature;
 - 3. Schedule a non-office visit, such as a hospital or home visit.
- B. If a person with disabilities has difficulty understanding or filling out forms, staff shall assist the individual with filling out Reasonable Accommodation forms if requested and advise the person with disabilities that he or she may bring someone with him or her to assist in the interview or otherwise delegate someone to act on their behalf.
- C. If a person with disabilities has a hearing impairment, the Authority shall provide, the auxiliary aid(s) and services that the person may request (e.g. note taker, video text display, sign language interpreter, etc.).
- D. If a person with disabilities has a vision impairment, if requested, the Authority shall:
 - 1. Assist as a reader in completing forms;
 - 2. Provide alternate format materials or any auxiliary aid(s) that the person may request (e.g. larger font).
- E. Reissue or extend a voucher so that the family can locate a unit that has necessary accessibility features and go beyond the payment standards as necessary.

The Authority's 504 Coordinator will review thoroughly each request for reasonable accommodation(s) and make a decision regarding the approval or denial of same. Such decision, and the reason(s) for same, shall be transmitted, in writing, to the applicant/resident within the time period that follows receipt of the request that follows:

1. Twenty-four (24) hours for requests related to life safety;
2. Five (5) to ten (10) calendar days for most other requests;
3. To a maximum of thirty (30) calendar days.

All decisions granting or denying requests for reasonable accommodations will be made in writing, unless an alternative method is required due to a visual impairment (such as an email notification of the decision in a text-to-speech reader format. Throughout the entire process, the Authority shall engage in an interactive process with the requestor to explore any alternative accommodations that meet the disability related needs of the requestor.

Generally, the individual knows best what it is that they need. However, the Authority retains the right to ask how the requested accommodation enables the individual to access or use the Authority's programs or services if it is not obvious. There must be a connection or link between the stated disability and the accommodation requested.

No Documentation of Need for a Reasonable Accommodation

1. No documentation of disability and need for an accommodation may be requested of an individual with disabilities, if all of the following exist:
 - a. The individual has an obvious and/or visible disability (such as an individual who regularly uses a wheelchair or an individual with a hearing impairment); and
 - b. The accommodation requested is clearly related to the individual's disability (for example, a mobility-impaired person requests a grab bar or a hearing-impaired person requests a sign language interpreter);
 - c. Documentation has already been submitted and is in the file.
2. The Request for Reasonable Accommodation need not be in writing. However, a written request must be signed and dated by the person needing the accommodation. Unless the request is being made on behalf of a minor who lacks legal capacity. In such cases the form must be signed and dated by the parent, guardian, conservator, or attorney in fact who holds an appropriate power of attorney or any other person who represents the disabled person.
3. If the Authority cannot ascertain whether or not the requested accommodation is related to the disability, the individual will be informed that third-party verification of need for the accommodation requested is required.

The Authority will bear the burden of any necessary costs to carry out approved requests including requests for reasonable modifications.

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability.

The Authority may deny a request for a reasonable accommodation if it would impose an

undue financial and administrative burden or if it would fundamentally alter the nature of the Authority's housing program. The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as:

- a) The cost of the requested accommodation,
- b) The financial resources of the Authority
- c) The benefits that the accommodation would provide to the requester, and
- d) The availability of alternative accommodations that would effectively meet the requestor's disability-related needs.

Prior to denying a reasonable accommodation request for undue financial and administrative burden, the Authority must engage in an interactive process with the requester to discuss alternative accommodations to meet the requester's needs without causing undue burden. However, HUD FHEO retains the Authority to determine if an undue financial and administrative burden is met.

If a request for reasonable accommodation is approved, and a transfer is required, the individual's name will be placed on a transfer waiting list if no appropriate unit is available. Prior to wait list placement, however, the Authority will have performed the following review: (1) evaluate 504 accessible units to ensure that existing occupants have a disabling need for the accessibility features of such unit, and (2) verify ground-level units to ensure that none of its occupant families require relocation do to over-housing or under-housing occupancy issues. Transfers approved as reasonable accommodations will be placed above other regular transfer requests on the waiting list.

REASONS FOR DENIAL

An individual's refusal to sign and/or submit any/all forms pertaining to their request will not be grounds for denial or a request. However, alternative verification may be necessary.

All tenants and applicants always have the right to file a complaint with the US Department of Housing and Urban Development (HUD) at any time. A complaint can be filed with HUD by calling 800-496-4294 or TTY (212) 264-0927, visiting the following website https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint, sending a fax to (212) 264-9829 or e-mailing Complaints_office_02@hud.gov.

HOUSING AUTHORITY OF THE CITY OF BAYONNE

**REASONABLE ACCOMMODATION REQUEST
(USE OF THIS FORM IS OPTIONAL)**

Please Circle: Applicant

Resident

HCVP ("Section 8")

Name: _____

Address:

Phone: _____ Date: _____

If additional space is needed, please use a separate sheet

1. Name of Applicant/Participant/Resident who requires a Reasonable Accommodation:

2. Please state specifically what reasonable accommodation(s) is/are being sought:

3. Please explain how this accommodation will alleviate symptoms or help the person with the disability to have equal opportunity to use and enjoy a dwelling, including public and common use spaces:

4. If the disability is not obvious, the Authority may need additional information. To show

that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability. If this is the case, the Authority will notify the requester what additional information is needed to verify the nexus between the disability and/or the need for the accommodation.

<i>Applicant/Participant/Resident Signature</i>	<i>Date</i>

Staff Signature /Date (If completed by Staff Member)

HOUSING AUTHORITY OF THE CITY OF BAYONNE

REASONABLE ACCOMMODATION THIRD PARTY VERIFICATION

Please complete this form as soon as possible. If you have any questions, please contact Mr. Hernan Bracero at hbracero@bayonneha.org or 201-339-8700, between the business hours of 9:00AM and 4:30 PM, Monday through Friday. The referenced individual has identified you as a person who can verify his/her need for a reasonable accommodation, based upon disability. **(NOTE: Do not send medical records or include any details which disclose the nature or severity of the disability.)**

A person with disabilities is defined as:

Individuals with a physical or mental impairment that substantially limits one or more major life activities of such individual;

1. *Physical or mental impairment* means:

(i) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more body systems, such as: neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin, and endocrine; or

(ii) Any mental or psychological disorder such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disability.

2. *Physical or mental impairment* includes, but is not limited to, contagious and noncontagious diseases and conditions such as the following: orthopedic, visual, speech and hearing impairments, and cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, intellectual disability, emotional illness, dyslexia and other specific learning disabilities, Attention Deficit Hyperactivity Disorder, Human Immunodeficiency Virus infection (whether symptomatic or asymptomatic), tuberculosis, drug addiction, and alcoholism.

3. *Physical or mental impairment* does not include homosexuality or bisexuality.

(c) *Major life activities* include, but are not limited to:

(i) Caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, writing, communicating, interacting with others, and working; and

(ii) The operation of a *major bodily function*, such as the functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, and reproductive systems. The operation of a major bodily function includes the operation of an individual organ within a body system.

(d) *Substantially limits.*

(i) The term “substantially limits” shall be construed broadly in favor of expansive coverage, to the maximum extent permitted by the terms of the ADA. “Substantially limits” is not meant to be a demanding standard.

(ii) An impairment that substantially limits one major life activity does not need to limit other major life activities in order to be considered a substantially limiting impairment.

(iii) An impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active.

(iv) An impairment is a disability within the meaning of this part if it substantially limits the ability of an individual to perform a major life activity as compared to most people in the general population. An impairment does not need to prevent, or significantly or severely restrict, the individual from performing a major life activity in order to be considered substantially limiting. Nonetheless, not every impairment will constitute a disability within the meaning of this section.

(v) The comparison of an individual’s performance of a major life activity to the performance of the same major life activity by most people in the general population usually will not require scientific, medical, or statistical evidence.

No individual shall be considered to be a person with disabilities for purposes of housing assistance eligibility solely based on the current, illegal use of or addiction to controlled substances (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

1. Person with need for a reasonable accommodation: _____

2. Explain if this Person is Disabled, as defined above:

3. What specific reasonable accommodation would this person need to enjoy equal access to the Housing Authority’s Programs:

Name: _____

Title: _____

Address: _____

Signature/ Date

Staff Signature /Date (If completed by Staff Member)

BAYONNE HOUSING AUTHORITY
MAINTENANCE CHARGES

	Duty Hours	Off Duty Hours
Lock Outs	\$25.00 & up	\$50.00 & up
Blocked Toilet	\$25.00 & up	\$50.00 & up
Toilet	\$75.00 & up	
Toilet Seat	\$15.00 & up	
Light Fixtures (incandescent)	\$20.00 & up	
Light fixture lens cover	\$5.00	
Fluorescent Fixture (2 bulb)	\$60.00	
Fluorescent Fixture (4 bulb)	\$100.00	
Fluorescent Fixture Lens Cover	\$40.00 & \$60.00	
Light Bulbs	\$2.00 per bulb	
Fluorescent Bulbs	\$5.00 per bulb	
Smoke Detector	\$25.00	
Mailbox Lock	\$20.00 & up	
Apartment Door	\$1200	
Apartment Door Lock	\$125.00 to \$150.00	
Apartment Lock Core	\$45.00	
Apartment Door Passage set	\$150.00	
Apartment Door Viewer	\$30.00	
Refrigerator	\$450.00	
Stove:		
20"	\$318.00	
24"	\$372.00	
30"	\$317.00	
Electric	\$309.00	
Stove Burner Cleaning	\$10.00	
Washing Machine Hook-up (BVM)	\$100.00 & up	
Bathroom Sink	\$150.00 & up	
Re-hang Bathroom Sink	\$50.00 + parts	
Medicine Cabinet	\$30.00	
Towel Bar	\$12.00	
Soap/Tooth Brush Holder	\$5.00 each	
Toilet Paper Holder	\$5.00	
Interior Door	\$45.00	
Interior Door Lock/Passage	\$20.00	
Window Glass	\$60.00 per glass	
Window Screen with Frame	\$25.00 to \$50.00 per screen	
Window Screen	\$15.00	
Complete Window with Frame	\$350.00 & up	

ALL PRICES INCLUDE MATERIAL AND LABOR

HOUSING AUTHORITY OF THE CITY OF BAYONNE

DRUG ABUSE AND OTHER CRIMINAL ACTIVITY POLICY

A. Applicant Conduct

1. Any applicant for admission to low-income housing and/or Post Road Gardens only, in accordance with the Housing Opportunity Program Extension Act, that has been evicted from public housing or any Section 8 rental assistance programs for drug related criminal activity is ineligible for admission to any public housing and Section 8 rental assistance programs for a (3) three-year period, beginning from the date of eviction. The evicted family becomes eligible for readmission, however, if the individual who engaged in the activity has successfully completed a rehabilitation program approved by the Housing Authority of the City of Bayonne (the "Authority") or if the Authority determines that the circumstances leading to the eviction no longer exist.
2. Any sex offenders who are subject to a lifetime registration requirement under a State Sex Offenders' Registration Program will be denied admission permanently to public housing or any Section 8 rental assistance programs.
3. Any persons convicted of manufacturing or producing methamphetamine are ineligible permanently for admission to public housing and any other Section 8 assisted housing.
4. The Authority may prohibit admission of a household to federally assisted housing if it has been determined that any household member is currently engaging in, or has engaged in:
 1. Drug related criminal activity;
 2. Violent criminal activity (defined as any criminal activity that has one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause or be reasonably likely to cause serious bodily injury or property damage;
 3. Other criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; or
 4. Other criminal activity that would threaten the health or safety of any Authority employee, contractor, subcontractor or agent of the Authority.

B. Resident Conduct

1. Any criminal activity, on or off the Authority's premises, *that* threatens the health, safety or right to peaceful enjoyment of the premises by other residents or Authority employees is cause for eviction. Premises is defined as the building or

complex or development in which the public or assisted housing dwelling unit is located including common areas and grounds.

2. Any drug related criminal activity, is cause for eviction, whether on or off the Authority's premises, or any activity by a resident in which the Authority determines that a resident is illegally using a controlled substance is cause for eviction.
3. A tenancy may be terminated and the household evicted when a covered person engages in any criminal activity described above. A "covered person" is an umbrella term including, in addition to the tenant, guests, members of the tenant's household and other persons under the tenant's control. In this context, a "guest" means anyone staying in the unit with the permission of the tenant or another household member with the authority to give such permission. "Other persons under tenant's control" means a short term invitee who is not "staying" in the unit. Such a person is only under the tenant's control during the period of invitation and the person is on the premises because of that invitation.
4. In accordance with P.L. 104-120, the Authority prohibits continued occupancy in any public housing dwelling unit for any person whom the Authority determines is illegally using a controlled substance. The Authority shall terminate the tenancy of any low-income and / or Post Road Gardens resident:
 - a. Who is determined to be illegally using a controlled substance;
 - b. Who abuses alcohol (or engages in a pattern of abuse) or a controlled substance (or engages in illegal use or pattern of illegal use) when the Authority reasonably believes such use or pattern of abuse, may interfere with the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority.
 - c. Who willfully allows the leased unit to be used to store, manufacture, distribute or facilitate the use of illegal narcotics;
 - d. Who is convicted of producing methamphetamine in a building or complex assisted under the public housing or any Section 8 housing program and administered by the Authority;
 - e. Any public housing resident or any Section 8 housing recipient who is fleeing to avoid prosecution or custody or confinement after conviction, for a felony (or a high misdemeanor in New Jersey); or
 - f. Any public housing resident or any Section 8 housing recipient who is violating a condition of probation or parole imposed under federal or state law;

- g. The Authority will provide to Federal, State or local law enforcement officials information concerning assisted recipients whom the officials are pursuing for violating parole or fleeing to avoid prosecution.
- 5. All tenants must assure that the tenant, any member of the tenant's "household" (household is defined as the family and Authority approved live in aide if applicable) guest or other person(s) under the tenant's control which means that the person, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises shall:
 - a. Not engage in any criminal activity, on or off the Authority's premises, that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or Authority employees. Premises is defined as the building or complex or development in which the public or assisted housing dwelling unit is located including common areas and grounds.
 - b. Not engage in any drug-related criminal activity, (drug-related criminal activity means the illegal manufacture, sale, distribution or lease of a drug or the possession of a drug with intent to manufacture, sell, distribute or use the drug) is cause for eviction, whether on or off the Authority's premises, or any activity by a resident in which the Authority determines that a resident is illegally using a controlled substance is cause for eviction.
 - c. Not abuse alcohol (or engage in a pattern of abuse) or a controlled substance (or engage in illegal use or pattern of illegal use) when the Authority reasonably believes such use or pattern of abuse, may interfere with the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority.
 - d. Not display, use, or possess or allow members of tenant's household or other covered persons, to display, use or possess any firearms, (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of New Jersey anywhere on the property of the Authority.

Drug related criminal activity means the illegal manufacture, sale, distribution or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

C. Authority Evictions

1. Drug related or criminal activity, in violation of this lease provision, will be treated as a serious violation of the material terms of this lease. The Authority will seek eviction, under appropriate laws and statues, of any resident determined to be in violation of the material terms of the lease.
2. Under terms of Federal Law, State Law and this lease, the Authority may evict the tenant by judicial action for criminal activity if the Authority determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without

satisfying the standard of proof used for a criminal conviction.

3. The Authority may not evict on the basis of suspicion or rumor. The Authority must prove in court that a tenant has violated the lease.
4. Upon entering into the lease agreement, tenants promise to abide by its terms. Tenants have an affirmative obligation to assure that neither they nor any member of their household or guest or anyone else under their control, by virtue of having been invited to the premises, will engage in prohibited drug or other criminal activities. The Authority may evict the entire household when household member or guest commits a crime in violation of the lease provisions. The tenant has promised in the lease to ensure a crime free household. The tenant is responsible for the household.
5. If the Authority seeks to terminate the tenancy for criminal activity, as shown by a criminal record, the Authority shall provide the subject of an accessed criminal record and the applicant or tenant a copy of the record and an opportunity to dispute the accuracy and relevance of information. This opportunity must be provided before the denial of admission, eviction or lease enforcement action on the basis of such information.

The Authority will handle all the above noted eviction cases on an individual basis. These provisions, known as the Drug Abuse and Other Criminal Activity provisions, will be implemented and enforced even handedly. Similar lease violations in similar circumstances will result in similar sanctions.

D. Factors Considered in Determining to Evict A Household

The factors to be considered in determining whether to seek the eviction of a household are as follows:

1. The magnitude and seriousness of the offense. All drug offenses are serious and it is reasonable to have a strict policy which allocates relatively scarce affordable housing resources to those who abide by the rules and remain free of drug activity. However, a less serious non-frequent indiscretion by a member of the household cannot be equated with the most serious offense *i.e.* performing as a drug merchant or committing of violent acts. The Authority will review closely, cases in which the offense is relatively less serious.
2. Authority intervention by staff who work with families on a voluntary basis. If the family is participating fully and, most importantly, making sufficient progress in a plan to correct a drug problem, such will be taken into account in determining whether to seek eviction.
3. The knowledge and/or ability to know of the offense by the head of household. For example, consideration of sanctions, other than the eviction, might be made if the offense was committed by a household member, off the site and out of the control of the head of household.

4. Frequency of violations. If a family is cited by Management more than once for serious lease violations, repeated violations by the same family unit indicates a lack of ability or motivation to abide by the rules.

E. Rehabilitation of Abuse Problems

In determining whether to evict a resident based on a pattern of use of a controlled substance or a pattern of abuse of alcohol, the Authority may consider, if presented by the resident, whether such person:

1. Has completed successfully a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable);
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable);
3. Is participating in a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable).

F. Alternate Sanctions

The sanctions other than eviction of the entire household, which may be considered are: Agreements made in court, on the court record in which the resident:

- a. Acknowledges the offense;
 - b. Agrees to take action to ensure that the offense is not repeated, e.g., removed from the household of the offending member; and
 - c. Consents to a judgment for possession which the Authority agrees not to execute for one (1) or more years unless the agreement to take action above is violated, e.g., the offending person returns as a resident or guest of the household or there is another serious lease violation. The consent judgment will require only that the Authority prove violation of the agreement, not subsequent lease violations or criminal conduct.
1. In some cases, the Authority may require affidavits or agreements from residents in lieu of termination of tenancy.
 2. In some minor cases, the Authority may issue a written warning in the form of a legal Notice to Cease.
Consideration of alternate sanctions will not be given if the criminal act is committed by the head of household or spouse while on the Authority's premises.

G. Protecting Resident Due Process Rights

1. Tenants shall be entitled to written notice of determination to terminate tenancy. In accordance with the notice provisions described in the dwelling lease, a reasonable time shall be not less than five (5) days or more than fourteen (14) days as determined by the urgency of the situation.
2. The Authority has a clear responsibility to protect the health and safety of all residents and will take appropriate action to do so. Any pattern of violent or criminal activity will be construed to be a threat to the safety of other residents.
3. After a notice of termination is issued, the tenant shall have the right to an hearing before the Executive Director or his designee. The tenant may be represented by an attorney or other party at this hearing. The Authority's counsel will attend normally and provide to the tenant a summary of the hearing and any determinations reached.
4. Prior to a hearing, the tenant will have a right to review any relevant document, regulations, or records directly related to the termination and eviction.
5. The policy will be posted in the Authority's main office. In turn, the Authority will make copies available upon request.

H. Post Office Notification:

The Authority will notify the local "main" post office providing service to the unit when an individual or family is evicted for criminal activity. The intent is to prevent the return of the former tenant/s to the development to obtain mail.

I. Barring from Premises:

Any persons who have been evicted from the Authority for drug activity or other criminal activity, as defined herein, shall be barred from coming onto any Authority property at any time for any reason. Should the remaining household members of the unit, from which the said person was evicted, permit said person to come onto Authority property, they too shall be subject to eviction.

Violations of this policy shall be considered to be a serious breach of the material terms of the Lease. A criminal conviction or arrest is not necessary for the Lease Agreement to be terminated and for eviction proceedings to be instituted. Criminal activity is cause for eviction without arrest or conviction.

I/we have received a copy of this Amended One Strike Policy and have had an opportunity to ask questions about the policy.

All adult (anyone 18 years of age or older) household members must sign below.

Tenant (Head of Household) Signature

Date

Tenant (18 years of age or older) Signature

Date

Tenant (18 years of age or older) Signature

Date

Tenant (18 years of age or older) Signature

Date

Tenant (18 years of age or older) Signature

Date

Tenant (18 years of age or older) Signature

Date

Housing Authority of the City of Bayonne

By: _____
John Mahon, Executive Director

THIS DOCUMENT BEING EXECUTED IN 2 (TWO) ORIGINALS



FY 2018 FAIR MARKET RENT DOCUMENTATION SYSTEM

The FY 2018 Jersey City, NJ HUD Metro FMR Area FMRs for All Bedroom Sizes

Final FY 2018 FMRs By Unit Bedrooms

Year	Efficiency	<u>One- Bedroom</u>	<u>Two- Bedroom</u>	<u>Three- Bedroom</u>	<u>Four- Bedroom</u>
FY 2018 FMR	\$1,201	\$1,351	\$1,614	\$2,042	\$2,198
<u>FY 2017 FMR</u>	\$1,151	\$1,278	\$1,519	\$1,946	\$2,094

The Jersey City, NJ HUD Metro FMR Area consists of the following counties:
Hudson County, NJ. All information here applies to the entirety of the Jersey City,
NJ HUD Metro FMR Area.

Fair Market Rent Calculation Methodology

[Show/Hide Methodology Narrative](#)

Fair Market Rents for metropolitan areas and non-metropolitan FMR areas are developed as follows:

1. 2011-2015 5-year American Community Survey (ACS) estimates of 2-bedroom adjusted standard quality gross rents calculated for each FMR area are used as the new basis for FY2018 provided the estimate is statistically reliable. For FY2018, the test for reliability is whether the margin of error for the estimate is less than 50% of the estimate itself and whether the ACS estimate is based on at least 100 survey cases. HUD does not receive the exact number of survey cases, but rather a categorical variable known as the count indicator indicating a range of cases. An estimate based on at least 100 cases corresponds to a count indicator of 4 or higher.

If an area does not have a reliable 2011-2015 5-year, HUD checks whether the area has had at least minimally reliable estimate in any of the past 3 years, or estimates that meet the 50% margin of error test described above. If so, the FY2018 base rent is the average of the inflated ACS estimates.

PARKING POLICY

Tenants who want to park their car in the building parking lot must obtain a parking permit from Management. The Authority will distribute only one parking permit per Resident family.

Commercial vehicles are not permitted to park in the parking lot unless it is a one ton or smaller automobile, owned by the Resident, properly registered with the Authority and is the resident's principle vehicle.

Parking in the lots are on a first come first serve basis. Parking permit must be displayed on the passenger side of the rear window.

Upon notification from the Authority, residents are responsible for removing their vehicles for snow plowing, parking lot maintenance and any other incidents deemed necessary by the Authority.

In order to be eligible to park in the lot residents must meet the following requirements:

1. Must be a resident of the site and listed on the current lease agreement;
2. Resident must have a valid New Jersey driver's license and current insurance coverage. If resident insurance lapses the resident must return the parking permit within five (5) days to the Authority and are prohibited from parking in the lot;
3. Resident must own the vehicle being registered for parking and prove ownership by providing the Authority with the vehicle registration and proof of insurance, in the resident's name. Residents may not register a car owned or insured in someone else's name;
4. The car must have a valid New Jersey license plate in accordance with the state of New Jersey laws and local ordinances;
5. Resident must have a valid and current inspection sticker for the vehicle;
6. All documents (license, registration and insurance must have Authority address listed. If you transfer from one site to another, the address on your documents must be the current address where the resident resides.
7. The car must be in operable condition and be able to run at all times. Random checks of the parking lot may be conducted and any vehicle not in compliance with the policy may be towed and/or issued a municipal ticket by the Bayonne Police Department without warning.

Vehicles that are deemed abandoned and/or not roadworthy (i.e. missing tires, flat tires, broken windows, missing mechanical parts etc.) will be identified. Authority staff will contact the resident and require the vehicle to be repaired or moved within ten (10) calendar days of notification. Failure to comply may result in the car being towed and/or a municipal ticket.

Vehicles that occupy a parking space for a period of seven (7) calendar days without being moved may be considered abandoned and may receive a municipal ticket from the Bayonne Police Department or may be towed.

Residents are responsible for notifying the Authority if they sell or change vehicles. A resident cannot transfer permits between vehicles.

Vehicles which do not display an appropriate parking permit, or are parked in fire lanes or other NO PARKING (in front of dumpsters) areas will be subject to municipal tickets. The parking permit does not authorize or excuse illegal parking.

Residents who intend to be away from their unit are still responsible for adhering to the Parking Policy. Resident who will be away on vacation, in the hospital, etc., should authorize another person to look after their vehicle. This person must be prepared to remove the vehicle in the event of snow plowing, hazards or parking lot repairs. Failure to designate a responsible person or failure of the designated person to look after the resident's vehicle does not exempt that vehicle from receiving a ticket from the Bayonne Police Department. In the event, that no one is able to care for the vehicle as designated, the resident must notify the Authority, in writing, prior to their absence.

Residents may not make any repairs to their vehicles in Authority parking lots.

Residents who have the occasional overnight use of a company or courtesy car (i.e. from a mechanic or dealership) may not park in the Authority parking lots.

Visitor Parking: All residents must be responsible for communicating the parking lot rules to their guests and service providers. Anyone parking without a valid Authority parking permit is subject to receive a municipal ticket and may be towed.

Housing Authority of the City of Bayonne

Pet Policy

Purpose: This policy applies only to residents of low - income housing and Post Road Gardens units, owned and/or operated by the Housing Authority of the City of Bayonne (the "Authority"). The purpose of the Authority's pet policy is to ensure that those residents who desire common household pets, or who require service animals of any kind, such as seeing eye dogs, are responsible pet owners and that those who do not desire such pets or animals are not inconvenienced by pets on the premises. It also is intended to ensure that pets on premises are properly cared for. Further goals of this policy are to ensure a decent, safe and sanitary living environment for existing and prospective tenants and to protect and preserve the physical condition of the premises and financial interest of the Authority. Pets may not leave the owner's apartment except where noted. Such pets will not be allowed to roam either in the Authority's buildings or on the grounds.

Service animals deemed to be necessary as a reasonable accommodation to a tenant, in accordance with the Authority's reasonable accommodations policy, are excluded from several provisions of this Policy. However, in all cases, the tenant requiring the service animal must permit the Authority to photograph the service animal annually and must ensure that the service animal is compliant with all applicable state regulations and/or municipal regulations. Additionally, and regardless of said service animal, all provisions of the lease apply to the tenant, such as, but not limited to the obligation to maintain the premises in a clean and sanitary condition and not disturbing their neighbors' right to the peaceful and safe enjoyment of the leased premises.

Owning a pet within the Authority's properties is a privilege that must not be abused.

I. Implementation and Grand-Fathering of Pets

All pets currently owned by the senior citizen/handicapped residents of the Authority in accordance with P.L. 1990, C. 55 and 24 CFR 924 and who have been issued pet permits by the Authority already are hereby grandfathered and will be issued a new pet permit provided that the owners meet the requirements of the pet permit as described below.

II. Security Deposit Pet Permit

The Authority will waive the security deposit for physically disabled tenants (as that term is defined by the American with Disabilities Act) who are in need of a service animal, such as a seeing eye dog. However, for all other residents, a security deposit equal to the amount of three hundred dollars (\$300.00) for a dog or cat or other domesticated animals approved by the Executive Director or his designee, plus the utility allowance for the unit, if applicable, will be paid to the Authority at the time the pet permit is issued. The deposit amount for a bird cage or fish tank is \$ 50.00 (limit of two (2) twenty (20) gallon tanks per household) .

If a payment arrangement is needed, the resident must notify the Authority prior to the issuance of the pet permit. These payment arrangements may not exceed a six (6) month period for dogs and cats and other domesticated animals approved by the Executive Director or his designee and a two (2) month period for birds and fish. The security deposit will not be used for damages caused by the pet during your tenancy. The security deposit will be used for any damages noted during the tenant's vacate inspection.

Generally, the Authority will refund any unused portion of the pet deposit to the tenant within thirty (30) days after the resident vacates from the apartment. Any exceptions to this provision will be considered on a case by case basis and any exception will be solely based on the Authority's judgement. The pet deposit is not part of the rent payable by the tenant and will be held in an interest bearing account, with the interest payable to the resident. This interest will not be used in the resident's rent calculation. The Authority will notify the resident of the institution where the security deposit is being held and the corresponding account number.

Please note that if the resident removes permanently the registered pet from the unit or the pet dies, the pet deposit will not be refunded until the entire household vacates the unit. Any exceptions to this provision will be considered on a case by case basis and any exception will be solely based on the Authority's judgement. Also, any subsequent pet must meet the conditions of this policy. Therefore, a new pet permit application must be filed with the Authority prior to the pet's residency within the resident's unit. In this case, the security deposit will be waived.

III. Damages

Pet owners are responsible for paying the total cost of repairing any damages caused by a pet to any property owned by the Authority whether the

damages are within the apartment or outside on the grounds, including any part of the building itself. This includes shrubbery, walls, windows, rugs etc.. The Executive Director or his designee will assess reasonable costs for damages.

Damages caused by a pet, as determined by an inspection, shall be corrected by management at full repair/replacement cost at the time of discovery of damage. Residents will be billed for the full repair cost at time of repair. Pet blankets, clothing, bedding, etc. are not to be cleaned or washed in the laundry room for hygienic reasons. Tenants will not alter their unit or outside areas to create an enclosure for the animal. Nor will the tenant chain or tie the pet to any furniture or appliance.

VISITORS/GUESTS, EXCEPT FOR PHYSICALLY DISABLED PERSONS WHO REQUIRE A SERVICE ANIMAL, MAY NOT BRING THEIR PETS ONTO AUTHORITY PROPERTY AT ANY TIME FOR ANY REASON.

IV. Development/ Site Compliance

All developments and scattered site neighborhoods will abide by all provisions in the Pet Policy.

Prior to bringing the pet into a tenant's residence, an application must be filed at the Authority's administrative office located at 50 East 21st Street, Bayonne, NJ 07002. If the pet owner is a household member age eighteen (18) years or older, both the head of household and the adult owner must sign the application for the pet permit. Both individuals will be held accountable for the provisions of this policy. In the event that the pet owner is a minor under the age of eighteen (18), the head of household will be the only signatory.

V. Definition of Pet

Common Household pets (excluding service animals for physically handicapped persons), are defined as:

- A. Domesticated dogs, not to exceed thirty-five (35) pounds in weight, fully grown, and meeting the other requirements of this policy.
Dogs of a vicious or aggressive disposition will not be permitted.
- B. Domesticated cats, not exceeding twenty five (25) pounds in weight, fully grown, and meeting the other requirements of this policy.

- C. Fish in an approved tank, not exceeding twenty (20) gallons of water (limit of two (2) twenty (20) gallon tanks per household).
- D. Domesticated, caged small birds such as parakeets or canaries
- E. Other domesticated animals will be reviewed by the Executive Director or his designee on a case by case basis.
- F. Reptiles, insects, non-domesticated rodents, farm animals and birds of prey are not permitted.
- G. Residents are expressly prohibited from feeding or harboring stray animals.
- H. Potentially dangerous species are not permitted. This is defined to mean any exotic mammals, birds, reptiles or amphibians or non-game species, which in the opinion of the New Jersey Division of Fish and Wildlife, is capable of inflicting serious or fatal injuries or which has the potential to become an agricultural pest, or a menace to the public health or indigenous wildlife populations. These include, but are not limited to monkeys, baboons, apes, bears, cobras, crocodiles and alligators. A more complete list is available at the office.

VI. Pet Application Registration

All pets must be photographed by the Authority. In regard to fish, an Authority representative will photograph an empty tank in your home prior to the issuance of a pet permit. This is to ensure that the permitted size will be utilized. Once the pet permit is issued, an Authority representative will photograph the tank in its habituated state. Dogs and cats will be weighed at the Authority. A pet permit will only be issued once the following conditions of the policy have been met.

- A. The resident (pet owner) must be listed on the most recent lease agreement with the Authority. The household cannot be in arrears in rent.
- B. The resident must file a Certificate of Municipal Registration of the pet in accordance with local ordinance Chapter IX, Section 9-2.1A for dogs and Chapter IX, Section 9A-2.7 for cats. Other domesticated animals will be approved by the Executive Director or his designee on a case by case basis only.

- C. The resident must sign a statement that he/she will assume all personal financial responsibility for damage to any personal or Authority property caused by the pet and will assume personal responsibility and liability for personal injury to any party caused by said pet.
- D. The resident must submit the name, address and telephone number of the attending veterinarian to the Authority either annually or whenever there is a change of veterinarian.
- E. The resident must certify and agree to the terms and conditions of the management of said pet and acknowledges that the pet permit can be revoked after two (2) warning notices for failure to follow the pet management rules. Upon revocation of this permit, the resident must remove permanently the pet from the premises within seven (7) calendar days from the date of the notice. Failure to do so may result in termination of the apartment dwelling lease.
- F. No more than one (1) animal shall be permitted per unit with the exception of fish.
- G. All pet permits are valid for one (1) year only. Therefore, the permit must be renewed annually. (See attached Schedule A for renewal dates). The resident must apply for the pet permit at least ten (10) calendar days prior to the expiration of the current permit. Failure to renew the pet permit annually during the specified time period will revoke automatically your pet permit. All of the conditions of this policy must be met prior to the issuance of a new permit. Residents must file evidence, in the form of an acceptable certificate from the veterinarian, establishing that the pet is in good health and that the animal has had the proper current medical shots. For cats and dogs, the inoculations must include, but not limited to, distemper and rabies. Other inoculations may be required, as recommended by the veterinarian, or that are required by state or local law, ordinance or regulation. The resident must also ensure for proper grooming, exercise and nutrition of the pet.

VII. Pet Management Plan

- A. Neutering: Neutering of dogs and cats is recommended. If the resident chooses not to have the pet neutered and the pet is disruptive (howling, odors, spraying, chirping etc.), it may be removed from the premises pursuant to the section entitled, "Revocation of Pet Permit".
- B. Pet Offspring: No pet, already pregnant, may be introduced into any unit. No pet offspring will be allowed. Residents are advised that pets that become pregnant while residing in Authority properties are often pets that have been allowed to roam, escaping the attention of their owner. Such pets and free roaming pets may be removed from the premises pursuant to the section entitled, "Revocation of Pet Permit".
- C. Pet Behavior: If, in the opinion of the Executive Director or his designee, and after two (2) written warnings to the resident, a pet continues to be obstreperous, noisy and a nuisance to neighbors, the pet may be removed from the premises pursuant to the section entitled, "Revocation of Pet Policy".
- D. Bird cages and fish tanks must be cleaned frequently during the week.
- E. Dogs may pass through the halls, elevators and public spaces for the purpose of being walked, veterinarian visits and going on vacation. The dog must be leashed and must wear proper identification and rabies tag when in transit and muzzled, if required. The leash must be no more than 6 (six) feet long. Retractable leashes are prohibited inside the building or any Authority premises. Dogs are not permitted to roam at will nor are they allowed to be left alone outside of the unit or secured to any outside fixtures. Pets are not allowed to defecate or urinate on Authority property. Resident owners must comply with the City of Bayonne's regulations on pet defecation.

If a dog defecates on Authority property, the resident owner is responsible for removing and properly disposing of said waste. If this is not done, this may be grounds for removal of the pet from the premises pursuant to the section entitled, "Revocation of Pet Permit". If the dog urinates on the grass, shrubs, trees or flowers on Authority grounds, the resident owner will be responsible for any and all replacement costs of damage incurred. The pet will be removed after two (2) warnings pursuant to the section entitled, "Revocation of Pet Permit".

- F. Cats: Cats will not be permitted outside of a resident's apartment unless they are either caged or in a carry box when in transit. They may not

room at will. Cats may pass through halls, elevators or public spaces only for the purpose of going to the veterinarian or going on vacation. Cats must use litter pans and may not use the grounds to defecate.

Commercial cat litter (not sand, newspaper or dirt) must be used in a litter pan. Pans must be cleaned daily and kept odor free. The Authority will provide a receptacle for litter disposal at the following sites: 535 Avenue A, 537 Avenue A, 30 East 50th Street, 159 West 2nd Street, 24 East 21st Street, and 50 East 21st Street. A correspondence indicating the location of the receptacle will be sent to each pet owner residing in these locations. Other site locations must dispose of litter by taking the secured bag to the first floor chute of the building for disposal. All pet owners must place litter in a double bag and tie securely. If a pan liner is utilized, it still must be placed in a double bag and tied securely.

Pet waste must be discarded immediately and not stored in the unit. Litter must not be flushed down the toilets, sinks or bathtubs (regardless of product claims). The head of household will be responsible for the cost of repairs or replacements of any damaged toilets or pipes and these actions can result in the revocation of the pet permit.

- G. The resident agrees to manage the pet in such a way that it does not contribute to complaints from other tenants regarding behavior and activities of said pet.
- H. Absence of Owner: No pet may be unattended for more than twenty-four (24) hours, except in the case of a dog which shall be for no more than twelve (12) hours. If a resident owner wants to go on vacation or becomes ill, arrangements must be made in advance for proper care of the pet. If the Executive Director, or his designee, finds the pet not properly cared for, the pet will be immediately removed from the unit after twenty-four (24) hours and remanded to the pound, kennel or other appropriate authorities. The head of household will be solely responsible to pay for any and all costs for the care of the pet in a pet care facility.

In the event of an emergency, which would render the resident unable to care for the pet, the resident agrees to file a Pet Emergency Care Plan with the Authority and agrees to hold the Authority and its employees harmless of any liability in connection with the Pet Emergency Care Plan.

- I. Whenever an Authority employee or its representative are in the unit, whether it be for a tenant initiated work order, an emergent

situation or for an inspection, the dog must be restrained in an area separate and apart from these individuals. Maintenance work will not be done in an apartment when the tenant is not present and there is a dog in the unit.

- J. In the event that there are fleas in the apartment, the tenant agrees to pay for the defleaing of the unit, by the Authority's professional exterminator.

VII. Inspection of Apartment

Apartments containing pets must be kept clean and free of odors at all times. The resident agrees, as a condition of accepting the pet permit, that the resident's apartment will be available for inspection for compliance of pet policy at any time during working hours with thirty (30) minutes notice. Pet owners also agree to pictures being taken of the pet and living conditions during these inspections.

IX. Revocation of Pet Permit

1. A pet may be removed from the premises pursuant to any state or local laws, ordinance or regulations, or pursuant to the Authority's grievance hearing procedure. The Authority reserves the right to choose the most expeditious remedy, process or procedure available according to the circumstances or urgency of the case.
2. In the event that state or local laws, ordinances or regulations differ or conflict with the provisions or requirements of the Authority grievance procedure in any way, the Executive Director, or his designee, may pursue the most expeditious remedy or procedure, to the exclusion of the Authority grievance procedure as permitted by law and 24 Code of Federal Regulations Part 942.
3. Nothing contained herein will prohibit the Authority or an appropriate community authority from requiring the removal of any pet from a premises if the pet's conduct or condition is duly determined to constitute, under the provisions of state or local law, a nuisance or a threat to the health or safety of other occupants of the Authority premises or other persons in the community where the project is located. This includes, but not limited to, situations in which immediate action is needed for removal of any pet from the premises pursuant to state or local laws, ordinances or regulations to preserve the health, safety or welfare of the pet, or the health, safety, welfare, or right to peaceful enjoyment of the premises of any person.

4. Tenants are advised that pets may, among other things, be seized, impounded and disposed of for a variety of state and local animal violations including, but not limited to: stray pets, pets creating a threat to public health, safety or welfare, injury caused by pets and cruelty to pets.
5. In cases in which state or local remedies, processes or procedures are not utilized initially for removal of the pet, any decisions made by the Executive Director that a pet must be removed from the premises shall be presented in writing to the owner, in which case the owner may request a grievance hearing pursuant to the Authority's grievance procedure.
6. The Authority may revoke a tenant's pet permit and require the tenant to remove the pet from the premises when the Authority determines that any of the following exist:
 - a. The tenant's refusal to comply with these rules and regulations governing domesticated animals, constitutes a violation of federal, state, or local building health or use code;
 - b. The tenant fails to care properly for the pet;
 - c. The tenant fails to control properly the pet by using a leash, if appropriate, or other necessary safety device, when walking or taking the pet to and from the dwelling unit;
 - d. The pet has caused damage to the apartment, common areas, personal property or persons;
 - e. The pet has bitten, scratched or caused injury to any person;
 - f. The pet makes animal sounds that are generally annoying to tenants and management, for example, loud barking dogs or loud meowing cats;
 - g. The pet repeatedly defecates or urinates in the apartment, common area or grounds;
 - h. Upon expiration of municipal animal license; or
 - i. Upon death of the pet; or

- j. Documented medical conditions of tenants affected by the presence of an animal in their unit.

X. Death of Pet

The pet owner is responsible for arranging for disposal of any pet. The remains of the pet must be removed from the Authority's property within twenty-four (24) hours of the pet's demise. In addition documentation from the veterinarian or the agency disposing of the pet's remains must be submitted to the Authority within ten (10) days of the pet's demise.

XI. Vacating Resident Owner

The pet owner must pay the full fees for professional rug shampooing, if applicable, deodorizing and/or defleaing of the apartment if, in the judgment of the Executive Director, or his designee, it is necessary before a new tenant can take possession of the apartment and such fees are in excess of the security deposit.

XII. Incorporation into Lease

This pet policy is incorporated by reference into the lease of each Authority tenant. The tenant agrees to this as evidenced by his/her signature on schedule B.

XIII. Grievance Hearing

In the event an applicant for a pet permit is denied the permit, the tenant may request an informal grievance hearing.

I/We have received a copy of this Pet Policy and acknowledge that I/We have read and understood its contents.

All adult (anyone 18 years of age or older) household members must sign below.

_____	_____
Tenant (Head of Household) Signature	Date

_____	_____
Tenant (18 years of age or older) Signature	Date

_____	_____
Tenant (18 years of age or older) Signature	Date

_____	_____
Tenant (18 years of age or older) Signature	Date

_____	_____
Tenant (18 years of age or older) Signature	Date

_____	_____
Tenant (18 years of age or older) Signature	Date

Housing Authority of the City of Bayonne

By: _____
John T. Mahon, Executive Director

THIS DOCUMENT IS BEING EXECUTED IN TWO (2) ORIGINALS

HOUSING AUTHORITY OF THE CITY OF BAYONNE

Public Housing Smoke-Free Policy *and Lease Addendum*

Purpose:

Bayonne Housing Authority (“BHA”) has implemented a smoke-free policy to comply with federal government regulations at 24 CFR Parts 965 & 966. Any housing agency receiving federal funds from the Department of Housing and Urban Development (“HUD”) must adhere to operation regulations and standards for housing quality.

Definitions:

1. **“Smoking”** means carrying or smoking a lighted tobacco product or the burning of any tobacco material to be inhaled including, but not limited to, cigarettes, cigars, pipes, or hookahs (water pipes), or engaging in an act that generates smoke for the purpose of human inhalation.
2. **“Housing Authority property”** for purposes of this policy, “Housing Authority property” means buildings and structures owned or otherwise controlled, operated or leased by the BHA.
3. **“Restricted Areas”** means indoor areas of public housing, including but not limited to, living units, indoor common areas such as hallways/stairwells, laundry rooms, community rooms, electrical closets, storage units, bathrooms, and administrative office buildings.
4. **“25 foot perimeter”** means all outdoor areas up to 25 feet from the housing and administrative office buildings.

Policy:

1. This policy establishes standards and requirements to provide a smoke-free environment for all Bayonne Housing Authority residential, communal, and administrative properties. Smoking is not permitted anywhere inside restricted areas, and within a 25 foot perimeter of restricted areas.
2. Effective by **July 31, 2018**, smoking will be prohibited in restricted areas. This policy will not apply to any resident until the effective date, at which point it will be incorporated into all residents’ lease agreements in 2018 and thereafter, and into all 2018 lease renewal agreements, and apply to all residents upon signing. Failure of any resident to follow the smoke-free policy will be considered a lease violation.

Enforcement:

Any deviation from the smoke-free policy by any resident, resident guest, or resident household member will be considered a lease violation, based on the following enforcement plan:

1st Violation: Verbal warning and cessation materials

2nd Violation: Verbal warning and cessation materials

3rd Violation: Written warning and cessation materials

4th Violation: Notice to Cease subject to BHA's grievance procedure

5th Violation: In the event of a 5th violation, the Authority shall have the discretion to terminate a resident Lease Agreement.

Smoking Cessation Assistance:

The BHA shall make available smoking cessation assistance to residents. BHA resident services shall be designated to answer questions, refer residents to on-site and outside resources, and otherwise provide smoking cessation assistance options and opportunities.

Disclaimer:

Bayonne Housing Authority is not acting as a guarantor of this policy. Failure to enforce any part of this policy does not negate the right of the BHA to enforce it in the future.

Enforcement of this policy will begin by **July 31, 2018**.

Resident Certification:

I have read and understand the above smoke-free policy and I agree to comply fully with the provisions. I understand that failure to comply may constitute reason for termination of my lease.

In witness, whereof, the parties have executed this Lease Addendum this _____ day of

_____, 20____ at _____.

Print: _____ Signature: _____ Date: _____

Print: _____ Signature: _____ Date: _____

Print: _____ Signature: _____ Date: _____

Print: _____ Signature: _____ Date: _____

Print: _____ Signature: _____ Date: _____

Community Service and Self-Sufficiency Policy

The Community Service and Self-Sufficiency Requirement (“CSSR”) is part of the ACOP (24 CFR 960.605(a)). Elements of the CSSR policy include, but are not limited to, the Housing Authority of the City of Bayonne (referred to as the “Authority” or the “BHA”) responsibility to administer the requirement; eligible and non-eligible activities; exceptions from the requirement; and compliance review standards. These elements are described further in this document.

Background: The Quality Housing and Work Responsibility Act of 1998, mandates all public housing agencies administer a CSSR requirement. The Act of 1998 contained a CSSR that every adult resident of public housing contribute eight (8) hours of community service per month, or participate in an economic self-sufficiency program for eight (8) hours per month (24 CFR Subpart 7, 960.600 through 960.609).

Applicability: This policy which is extracted from the Admissions and Continued Occupancy Policy (“ACOP”) requires the BHA since it administers the public housing program to administer the CSSR requirement.

Statutory/Regulatory Requirements for Administering CSSR:

Community service work and economic self-sufficiency requirements mandate that each non-exempt adult household member (18 years or older) shall either contribute 8 hours per month of volunteer community service or participate in an economic self-sufficiency program (or a combination of the two) for 8 hours per month (24 CFR 960.604(a)). The requirements can also be met by a combination of 8 hours of community service and participation in an economic self-sufficiency program. At least 8 hours of activity must be performed each month. The required community service or self-sufficiency activity may be completed at 8 hours each month or may be aggregated across the year. Any blocking of hours is acceptable as long as ninety six (96) hours is completed by each annual certification.

Community service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities (24 CFR 960.601(b)).

Eligible Community Service Activities include, but are not limited to, serving at:

- A. Local public or nonprofit institutions, such as schools, Head Start Programs, before- or after-school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult daycares programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing);
- B. Nonprofit organizations serving BHA residents or their children, such as: Boy or Girl Scouts, Boy or Girls Club, 4-H clubs, Police Activities League (PAL), organized children’s recreation, mentoring, or education programs, community

- clean-up programs, Big Brothers or Big Sisters, Garden Centers Corps of Retired Executives, beautification programs;
- C. Programs funded under the Older Americans Act, such as Green Thumb, senior meals programs, senior centers, Meals on Wheels;
 - D. Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods, or performing arts;
 - E. BHA housing to improve grounds or provide gardens (so long as such work does not alter the BHA's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board, outreach and assistance with BHA-run self-sufficiency activities including supporting computer learning centers;
 - F. Care for the children of other residents so parents may volunteer;
 - G. The BHA accepts community services performed at profit-motivated entities that is performed within the community in accordance with the community and which benefit residents of the jurisdictional area of the BHA. See Public Housing Occupancy Guidebook, 176 (2003);
 - H. The BHA accepts volunteer work performed at homes or offices of general private citizens and Court Ordered or Probation-based work that is performed within the community in accordance with the community and which benefit residents of the jurisdictional area of the BHA, as eligible for community service credit. See Public Housing Occupancy Guidebook, 176 (2003);

Eligible Self-Sufficiency Activities Include, But Are Not Limited To:

For purposes of satisfying the community service requirement, an economic self-sufficiency program is defined by HUD as: Any program designed to encourage, assist, train, or facilitate economic independence of assisted families or to provide work for such families. These economic self-sufficiency programs include, but are not limited to:

- A. Job readiness programs or job training while not employed;
- B. Training programs through local One-Stop Career Centers, Workforce Investment Boards (local entities administered through the U.S. Department of Labor), or other training providers;
- C. Higher education (Community college or college);
- D. Apprenticeships (formal or informal);
- E. Substance abuse or mental health counseling;
- F. Reading, financial, and/or computer literacy classes;

- G. English as a second language and/or English proficiency classes;
- H. Budgeting and credit counseling.

Ineligible CSSR Activities:

- A. Replacement of a BHA employee with those performing community service;
- B. Paid work;
- C. Political activities;

BHA Obligations:

1. To the extent possible and practicable, BHA will:
 - a. Provide residents with names and contacts at agencies that can provide opportunities for residents, including those with disabilities, to fulfill their Community Service/Self Sufficiency obligations. Persons with disabilities are exempt from the requirement only if they certify that because of their disabilities, they cannot comply with the requirement; [24 CFR 960.601 (b)].
 - b. Include a disabled person who is otherwise able to be gainfully employed, since such an individual is not exempt from the Community Service requirement; and
2. The BHA will provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this policy at lease execution, if applicable, at lease execution and annual recertification.
3. The BHA, at the time of application, will supply each family member with a brief description of the CSSR requirements.
4. At initial lease execution, the BHA will provide families with a copy of the CSSR policy and secure certification of receipt of the policy.
5. The BHA will have residents sign an acknowledgement of the CSSR policy at annual lease up (re-examination).
6. BHA will make the final determination as to whether or not a family member is exempt from the Community Service/Self Sufficiency requirement. Residents may use BHA's Grievance Procedure if they disagree with BHA's determination.
7. BHA will review and verify family compliance with service requirements annually at least thirty (30) days before the end of the regular recertification period.

8. BHA will retain copies of all relevant documentation and certifications in the resident file.
9. BHA may require additional supporting documentation from the resident to verify the CSSR participation or exempt status.

Requirements of the Program:

1. The eight (8) hours per month or ninety-six (96) hours per year may be either volunteer work or self-sufficiency activity, or a combination of the two.
2. At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. The BHA will make the determination of whether to allow or disallow a deviation from the schedule.
3. Activities must be performed within the community and not outside the jurisdictional area of the BHA.

Resident Responsibilities at Lease Execution and Re-examination:

The BHA will provide the family a copy of the CSSR policy at initial application and secure certification or receipt (24 CFR 960.605 (c)(2)). At lease execution each adult member (18 years or older) must:

- Provide documentation that they qualify for an exemption if applicable. They will also sign the CSSR exemption certificate provided by the BHA.
- These individuals will sign an acknowledgement that they have received and read the CSSR policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in the non-renewal of the lease. 24 C.F.R. 966.4(1)(2)(iii)(D)

At each annual lease renewal, all nonexempt adult household members (18 years or older) must:

- Sign a certification that they have received and read the CSSR policy and understand that if they are not exempt, failure to comply with the community service requirement will result in non-renewal of their lease.
- Present a signed certification on a form provided by the BHA of the CSSR activities performed over the previous twelve (12) months.

The BHA may make the final determination whether to grant an exemption from the community service requirement. If a resident does not agree with the BHA determination, the resident may dispute the decision through the BHA Grievance Procedures (24 CFR Part 966 Subpart B, 24 CFR 960.607(b)).

Other Resident Responsibilities:

The BHA will review the submitted documentation and CSSR exemption certificate to determine which family members are exempt from the requirement. If at any time, there is a change to the exempt status of the family member, it is his/her responsibility to report this change to the BHA within five (5) days of the change.

Non-Exempt Becomes Exempt: Submit documentation to validate specific exemption and a signed CSSR Exemption Certification Form.

Exempt Becomes Non-Exempt: Submit documentation to validate the change and complete a CSSR Requirement Certification Form.

Documentation of CSSR Completion:

The exemption/CSSR completion will be verified annually by the BHA. At least 30 days before the annual reexamination and/or lease expiration, the BHA will review the exempt or nonexempt status and compliance of non-exempt family members (see 24 CFR 960.605(c)(3)). At each regularly scheduled rent re-examination, each non-exempt family member presents a signed certification on a form provided by the BHA of CSSR activities performed over the previous twelve (12) months. The BHA must obtain third-party verification of CSSR completion administered through outside organizations. The BHA developed a standardized form with places for signature confirmation by supervisors, instructors, or counselors certifying the number of hours contributed. Additional supporting documentation may be requested of the resident to verify CSSR participation or exempt status. Copies of the certification forms and supporting documentation must be retained in Authority files.

Non-Compliant Residents:

The BHA may not evict a family due to CSSR non-compliance. However, if the BHA finds a tenant is non-compliant with CSSR, then the BHA must provide written notification to the tenant of the noncompliance which must include:

- A. A brief description of the finding of non-compliance with CSSR.
- B. A statement that the BHA will not renew the lease at the end of the current 12-month lease term unless the tenant enters into a written work-out agreement with the BHA. Such written work-out agreement must include the means through which a noncompliant family member will comply with the CSSR requirement.

The tenant may request a grievance hearing on the BHA determination, in accordance with 24 CFR Part 966, subpart B, and the tenant may exercise any available judicial remedy to seek timely redress for the BHA's nonrenewal of the lease because of such determination.

Enforcement Documentation:

Should a family member refuse to sign a written work-out agreement, or fail to comply with the terms of the work-out agreement, the BHA is required to initiate termination of tenancy proceedings at the end of the current 12-month lease (see 24 CFR 966.53(c)) due to the fact that the family is failing to comply with lease requirements. When initiating termination of tenancy proceedings, the BHA will provide the following procedural safeguards:

- A. Adequate notice to the tenant of the grounds for terminating the tenancy and for non-renewal of the lease;
- B. Right of the tenant to be represented by counsel;
- C. Opportunity for the tenant to refute the evidence presented by the BHA, including the right to confront and cross-examine witnesses and present any affirmative legal or equitable defense which the tenant may have; and,
- D. Right to request a reasonable accommodation during the grievance process if the family includes a disabled family member; and,
- E. A decision on the merits of the grievance.

If a tenant does not win the grievance, the Authority may formally terminate the tenancy. If the resident fails to vacate the unit upon expiration of the twelve (12) month lease or the end of the grievance procedures, whichever comes last, the BHA may begin eviction procedures for such failure to vacate.

50058 Coding:

The Instruction Booklet for Form HUD 50058 contains information on coding CSSR status. At the time of program admission, enter either 3 or 4. At each annual re-examination, enter code 1, 2, or 4. The codes are described below:

- 1 - BHA determines resident is not exempt and is in compliance with CSSR
- 2 - BHA determines resident is not exempt and not complying with CSSR
- 3 - BHA is in the process of verifying CSSR compliance
- 4 - BHA determines resident is exempt
- 5 - Do not use this code for “not applicable” under any circumstance

Exemptions for Adult Residents, as codified at CFR 960.601 include persons who are:

Residents must provide documentation, if applicable, that they qualify for an exemption. The submitted documentation will be used by the BHA to determine whether or not the tenant is exempt from the CSSR. In addition, the BHA will provide the resident with a CSSR exemption certification form for completion. This form illustrates documentation that residents may submit to validate their exemption. All submitted documentation will be maintained in the resident file.

- A. 62 years or older;
- B.
 - 1. Blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c), and who certify that, because of this disability, she or he is unable to comply with the service provisions of this subpart, or
 - 2. is a primary caretaker of such individual and who certifies that based upon that disability, he or she cannot comply with the requirement;
- C. Engaged in work activities (see Notice PIH 2003-17 (HA)). In order for an individual to be exempt from the CSSR requirement because he/she is “engaged in work activities,” the person must be participating in an activity that meets one of the following definitions of “work activity” contained in Section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)):
 - 1. Unsubsidized employment;
 - 2. Subsidized private-sector employment;
 - 3. Subsidized public-sector employment;
 - 4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
 - 5. On-the-job-training;
 - 6. Job-search;
 - 7. Community service programs;
 - 8. Vocational educational training (not to exceed 12 months with respect to any individual);
 - 9. Job-skills training directly related to employment;
 - 10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
 - 11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate;
- D. Able to meet requirements under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other welfare program of the state of New Jersey including a state-administered welfare-to-work program; or,
- E. A member of a family receiving assistance, benefits, or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.), or under any other welfare program of the State of New Jersey, 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 a program.
- F. The supplemental nutrition assistance program (“SNAP”) qualifies as a welfare program of the state. Therefore, if a tenant is a member of a family receiving assistance under SNAP, and has been found to be in compliance with the program requirements, that tenant is exempt from the CSSR. To clarify, this exemption does not automatically apply to all members of a public housing household. The

distinction is that there may be a household for which a portion of the household is receiving SNAP assistance, but another portion is not. An example is a household which includes a mother, child, and boyfriend (legally on the lease). The mother and child are receiving the SNAP benefits while the boyfriend is not part of the family receiving the assistance. In this case, the mother would be exempt if she is in compliance with the program requirements but the boyfriend is not exempt under this provision because he is not part of the family receiving SNAP benefits.

Please note, thirty (30) hours per week is the minimum number of hours for a work activity.

The BHA will review the submitted documentation and CSSR exemption certificate to determine which family members are exempt from the requirement. If at any time, there is a change to the exempt status of the family member, it is his/her responsibility to report this change to the BHA within five (5) days of the change.

Department of Housing and Urban Development:

The Department of Housing and Urban Development (referred to as “HUD”) will generate quarterly reports for the CSSR requirement. These reports will include:

- Information on all residents that are coded as noncompliant with the CSSR requirement.
- Information on all residents whose exempt status is in question.

HUD expects the BHA to take the following actions based on these reports:

- Review the information for each resident that is included in the report;
- Review the file and take actions as appropriate.

The BHA’s actions shall further include based on the HUD reports:

- Entering into work out agreements;
- Determining whether the current exempt status is correct;
- Correcting improperly coded residents.

**THE HOUSING AUTHORITY OF THE CITY OF BAYONNE
LIVE-IN AIDE/CARETAKER POLICY**

A. Introduction.

The Housing Authority of the City of Bayonne (the “Authority”) permits its Tenants to have Live-In Aides/Caretakers reside in a Tenant’s unit. The circumstances under which such permission will be granted to a Tenant are outlined in this policy (the “Policy”). This Policy shall become a part of the Tenant’s lease with the Authority and is incorporated therein by reference.

B. Status of Live-In Aide/Caretaker.

The Authority defines a Live-In Aide/Caretaker as a person, eighteen years of age or older, who resides with an elderly, disabled or handicapped Tenant and who: (1) is determined to be essential to the care and well-being of the Tenant; (2) is not obligated for the support of the Tenant; and (3) would not be living in the unit except to provide the necessary supportive services. However, under no circumstances shall a Live-In Aide/Caretaker be considered a Tenant of the Authority. For the purposes of this Policy, a Live-In Aide/Caretaker will be considered a guest of the Tenant. A “guest” is a person staying temporarily in the unit with the consent of a Tenant or other member of the household who has express or implied authority to so consent on behalf of the Tenant.

Although the Live-In Aide/Caretaker is not a Tenant of the Authority, the Tenant is responsible to ensure that the Live-in Aide/Caretaker adheres to the provisions of the Tenant’s lease with the Authority. The Authority may terminate the Tenant’s tenancy if the Live-In Aide/Caretaker violates any terms of the Tenant’s lease. Any such

termination shall be in accordance with the state and/or federal procedures governing the same.

C. Written permission required: the application.

Any Tenant requiring the assistance of a Live-In Aide/Caretaker must first obtain the Authority's written permission, by way of application, to have such a Live-In Aide/Caretaker reside in the Tenant's unit. Copies of the application are available at the Authority's administrative office, located at 549 Avenue A Bayonne, New Jersey. Once submitted by the Tenant, the Authority will review the application and, within a reasonable time, will make a determination as to the eligibility of the Live-In Aide/Caretaker to reside in the Tenant's unit. However, if the Authority discovers that a Tenant has permitted or otherwise allowed the Live-In Aide/Caretaker to move into the Tenant's unit prior to the completion of the Authority's processing of the Tenant's application, the Authority will deny the Tenant's application automatically and the Tenant may be subject to proceedings for lease violations.

As part of the Authority's review process of the Live-In Aide/Caretaker application, the Live-In Aide/Caretaker must complete and submit documents that will enable the Authority to obtain criminal history record information from the FBI, state, local police departments or other law enforcement agencies. The Authorization for the Release of Information and the Request for Criminal History Record Information for a Noncriminal Justice Purpose are attached to the application for request for Live-In Aide/Caretaker. Both the application for the Live-In Aide/Caretaker and the above named documents must be submitted to the Authority at the same time.

D. Eligibility factors.

In determining the eligibility of the proposed Live-In Aide/Caretaker, the Authority will consider various factors, including but not limited to those listed below. However, this list is not to be construed as totally inclusive and there may be circumstances not listed which may be used for denial if the Authority determines that the Live-In Aide/Caretaker would have a detrimental effect on the health, safety or right to peaceful enjoyment of the premises by Tenants.

1. Whether the addition of the Live-In Aide/Caretaker is in compliance with Municipal Ordinances regarding occupancy limits of the unit,
2. The Authority's obligation to make reasonable accommodation for handicapped or disabled Tenants;
3. Whether the Live-In Aide/Caretaker has demonstrated the inability to conduct himself/herself in a manner that may impair the environment and/or security of Tenants residing in the development. This includes a record of serious disturbance of neighbors, destruction of property or other disruptive or dangerous behavior;
4. Whether the Live-In Aide/Caretaker has demonstrated, by past performance and behavior, that he/she is unlikely to obey all the rules and regulations as embodied in the existing Tenant's lease, as well as the rules and regulations embodied herein;
5. Whether the Live-In Aide/Caretaker has demonstrated, by past behavior, that he/she does not have the ability to maintain either the Tenant's apartment, as well as the common areas of the development in which the apartment is located, in a safe, healthy and sanitary condition;
6. Whether the Live-In Aide/Caretaker has been convicted of a drug related criminal offense or violent criminal activity as set forth herein:
 - a. "Drug related criminal offense" is defined as the illegal manufacture, sale, distribution, or use of a drug, or the

possession of a drug with intent to manufacture, sell, distribute, or use the drug; and

- b. “Violent criminal activity” is defined as any criminal activity that has as one of its elements the use, attempted use or threatened use of physical force substantial enough to cause or be reasonably likely to cause serious bodily injury or property damage;
- 7. Whether the Live-In Aide/Caretaker is subject to a lifetime registration requirement under a State Sex Offenders’ Registration Program;
 - 8. Whether the Authority determines that the Live-In Aide/Caretaker is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other Tenants;
 - 9. Whether the Live-In Aide/Caretaker as been convicted of manufacturing or producing methamphetamine;
 - 10. Whether there is evidence of rape or sexual deviation by the Live-In Aide/Caretaker. This includes individuals who have been involved as offenders in rape, indecent exposure, sodomy and abuse;
 - 11. Whether there is evidence of a confirmed drug addiction, including but not limited to a record of more than one conviction for possession or use of heroine or other addictive narcotics by the Live-In Aide/Caretaker;
 - 12. Whether the Live-In Aide/Caretaker has engaged in or is currently engaging in other criminal activity that would threaten the health, safety, or other right to peaceful enjoyment by other Tenants; or
 - 13. Whether the Live-In Aide/Caretaker has engaged or is currently engaging in other criminal activity that would threaten the health or safety of any Authority employee, contractor, subcontractor or agent of the Authority.

Upon completion of the application process, the Authority will send a written notification to the Tenant regarding the result.

E. Approval.

If the Authority approves the Tenant's application, then the Live-In Aide/Caretaker may move into the Tenant's unit as of the date of the approval. Thereafter, the Tenant and the Live-In Aide/Caretaker must submit an updated application annually in conjunction with the Tenant's Continued Occupancy Form. Please note, that the Authority reserves the right to determine, in its sole discretion, whether to request an updated Live-In Aide/Caretaker application prior to the submission of the Tenant's annual Continued Occupancy Form. All subsequent applications shall be reviewed by the Authority and either approved or denied. If denied, the Live-In Aide/Caretaker shall vacate the premises within ten (10) calendar days from the date of the said notification.

As part of the Authority's subsequent review process of the Live-In Aide/Caretaker renewal application, the Live-In Aide/Caretaker must complete and submit documents that will enable the Authority to obtain criminal history record information from the FBI, state, local police departments or other law enforcement agencies. The Authorization for the Release of Information and the Request for Criminal History Record Information for Noncriminal Justice Purpose are attached to the renewal application for request for Live-In Aide/Caretaker. Both the application for the Live-In Aide/Caretaker and the above named documents must be submitted to the Authority at the same time.

F. Denial.

If the Authority denies the Tenant's application, the Authority will send a written notification to the Tenant indicating the specific reasons for the denial. This notification will also explain the Tenant's right to request a grievance hearing pursuant to the Authority's Grievance Hearing Procedures' Policy. In this event, the denied Live-In

Aide/Caretaker may not move into the Tenant's unit at all. However, the Tenant may submit another application requesting a new Live-In Aide/Caretaker.

In any case, if, after denial of the Tenant's application, the Tenant permits or otherwise allows the Live-In Aide/Caretaker to move into the unit, then the Authority will regard the Tenant to be in violation of his/her lease. In this case, the Tenant may be subject to proceedings for said lease violations.

G. Unit vacate/revocation of status.

When the Tenant vacates the unit on a permanent basis for any reason, including death, the Live-In Aide/Caretaker must vacate the unit as well. The Live-In Aide/Caretaker has seven (7) calendar days, from the date that the Tenant vacates the unit, to complete his/her move from the unit. If the Tenant is placed in a hospital, nursing home, assisted living facility, rehabilitation facility or any other facility for the purpose of caring for or providing any assistance to the Tenant for more than two (2) weeks from the date of admission into such facility, the Live-In Aide/Caretaker will no longer be eligible to remain in the Tenant's unit unless and until the Tenant returns to the unit.

The Live-In Aide/Caretaker shall notify the Authority, in writing, within three (3) calendar days upon the Tenant's admission into such facility. In other words, it is the Live-In Aide/Caretakers responsibility to notify the Authority in writing within the time frame specified regardless of the Tenant's anticipated length of stay within the facility. Failure to do so may result in the Authority's withdrawal of its permission to let the Live-In-Aide/Caretaker continue to reside in the Tenant's unit.

In addition, if the Live-In Aide/Caretaker engages in criminal activity, and/or abuses alcohol (or engages in a pattern of abuse) or a controlled substance (or engages in illegal

use or pattern of illegal use) when the Authority reasonably believes such use or pattern of abuse may interfere with the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority, the Authority has the right to revoke its permission for this specific Live-In Aide/Caretaker to remain in the Tenant's unit. The Authority reserves the right at any time to revoke an approved Live-In Aide/Caretaker Application for violating any terms of the Tenant's lease and/or any of the Authority's policies and rules and regulations.

H. Incorporation into Lease.

The initial Application for a Live-In Aide/Caretaker and all subsequent applications for the same, which have been submitted by the Tenant, will be made a part of the Tenant's Lease. Tenant acknowledges that the Authority relied upon the information submitted by Tenant as an inducement to grant the Tenant's request for a Live-In Aide/Caretaker. If any representation on the application is determined to be misleading, incorrect or untrue, the Authority may, at its sole option, revoke an approved Live-In Aide/Caretaker application.

I/We have received a copy of Live-In Aide/Caretaker Policy and have had an opportunity to ask questions about its contents.

*Signature of Tenant requesting
the Live-In Aide/Caretaker*

Date

Signature of Live-In Aide/Caretaker

Date

*Signature of Head of Household,
If not the same person as the requesting Tenant*

Date

HOUSING AUTHORITY OF THE CITY OF BAYONNE
VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

I. Purpose and Applicability

The purpose of this policy (herein called "Policy") is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162), as amended to date, and more generally to set forth the Bayonne Housing Authority's (Hereinafter referred to as the "BHA") policies and procedures regarding domestic violence, dating violence, sexual assault, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by the BHA of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 et seq.). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, sexual assault, or stalking, as well as female victims of such violence.

Consistent with HUD'S Nondiscrimination and equal opportunity requirements, victims of domestic violence, dating violence, sexual assault and stalking cannot be discriminated against on the basis of any characteristic or trait protected under law, including race, color, religion, sex, disability, familial status, national origin, or age, and HUD programs must also be operated consistently with HUD's Equal Access Rule (HUD - assisted housing must be made available to all otherwise eligible individuals and families without regard to actual or perceived sexual orientation, gender identity or marital status).

II. Goals and Objectives

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, sexual assault, or stalking who are assisted by the BHA;
- C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, sexual assault, or stalking;
- D. Creating and maintaining collaborative arrangements between the BHA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence, sexual assault, or stalking who are assisted by the BHA; and
- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, sexual assault, or stalking, affecting individuals assisted by the BHA.

III. Related BHA Policies and Procedures

This Policy shall be referenced in and attached to the BHA's Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of the BHA's Admissions and Continued Occupancy Policy and the BHA's Section 8 Administrative Plan. The BHA's annual public housing agency plan shall also contain information concerning BHA's activities, services or programs relating to domestic violence, dating violence, sexual assault, and stalking. To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of the BHA, the provisions of this Policy shall prevail.

IV. Definitions

As used in this Policy:

A. Domestic Violence - The term "domestic violence" includes felony or misdemeanor crimes committed by a current or former spouse, by an intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

B. Dating Violence - means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

(i) The length of the relationship.

(ii) The type of relationship.

(iii) The frequency of interaction between the persons involved in the relationship.

C. Sexual Assault - means any type of sexual contact or behavior that occurs without the explicit consent of the recipient of the unwanted sexual activity.

D. Stalking - means to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; or to place under surveillance with the intent to kill, injure, harass or intimidate another person; or in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to that person; a member of the immediate family of that person; or the spouse or intimate partner of that person.

E. Immediate Family Member - means a spouse, parent, brother, sister, or child of the person, or an individual to whom that person stands in loco parentis; or any other person living in the household of that person and related to that person by blood or marriage.

F. Perpetrator - means a person who commits an act of domestic violence, dating violence, sexual assault, or stalking against a victim.

G. Bifurcate - means the owner/agent has the right to divide a lease as a matter of law so that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

V. Admissions and Screening

Non-Denial of Assistance - The BHA will not deny admission to public housing or to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, provided that such person is otherwise qualified for such admission.

Mitigation of Disqualifying information - When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, the BHA, may, but shall not be obligated to, take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, the BHA shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information. The BHA will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident of incidents of domestic violence.

VI. Termination of Tenancy or Assistance

A. VAWA Protections - Under VAWA, public housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by the BHA:

1. Public housing and Section 8 rental assistance applicants may not be denied assistance and public housing and Section 8 assisted tenants may not have assistance terminated for factors resulting from the fact that the applicant or tenant is or has been a victim of a VAWA Crime.
2. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be considered to be a "serious or repeated" violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
3. In addition to the foregoing, tenancy or assistance will not be terminated by the BHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking engaged in by a member of the assisted household, a guest or another person under the tenant's control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
 - (a) Nothing contained in this paragraph shall limit any otherwise available authority of the BHA or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the actor acts of domestic violence, dating violence, sexual assault, or

stalking in question against the tenant or a member of the tenant's household. However, in taking any such action, neither the BHA nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence, dating violence, sexual assault, or stalking than that applied to other tenants.

(b) Nothing contained in this paragraph shall be construed to limit the authority of the BHA or a Section 8 Owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager of the BHA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

B. Removal of Perpetrator - Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the Contrary, the BHA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members of others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by the BHA. Leases used for all public housing operated by SAHA and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by the BHA, shall contain provisions setting forth the substance of this paragraph.

If a housing provider bifurcates a lease under VAWA, any remaining tenants without established program eligibility must be given either the maximum time permitted by program statute to establish eligibility, or find alternative housing. If no statutory prohibitions exist, at least 90 calendar days from the date of bifurcation or until expiration of the lease, depending on the program, must be provided.

VII. Verification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

A. Requirement for Verification - In cases of conflicting evidence, tenants and applicants who may need to submit third-party documentation to document occurrences of a VAWA crime, have 30 calendar days to submit the third-party documentation to the BHA. Tenants and applicants may choose which of the following forms of verification to give to the BHA.

1. A written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), Certifying that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking; and that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) of VAWA Crime set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.

2. Documentation signed by an a service provider, an attorney, a medical professional, or other responsible professional from whom the victim has sought assistance in addressing the domestic violence, dating violence, sexual assault, or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. A law enforcement agency incident report or a court record describing the incident or incidents of VAWA Crime.

The Executive Director of the BHA, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's self- certification or other corroborating evidence. Waiver in a particular instance or instances shall not operate as precedent for, or Create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

VIII. Confidentiality

A. Right of Confidentiality - All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to the BHA or to a Section 8 owner or manager in connection with a survivor's self-certification or other form of verification required under this policy, or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. Requested or consented to by the individual in writing, or
2. Required for use in a public housing eviction proceeding or in connection with termination of Section 8 housing assistance, as permitted in VAWA, or
3. Otherwise required by law.

B. Notification of Rights - All tenants of public housing and tenants participating in the Section 8 rental assistance program administered by the BHA shall be notified in writing concerning their right to confidentiality and the limits on such rights.

C. Security - All information pertaining to the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking shall be maintained separately and securely by the BHA, unless such information is subject to the disclosure exceptions noted in this section.

IX. Emergency Transfers to New Residence

A. Application for Emergency Transfer - In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, sexual assault, or stalking, the BHA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or Section 8 tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member(s) of the household who is or was the victim of domestic violence, dating violence, or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

B. Action on Applications for Transfer - The BHA will act promptly upon such application. Requests for emergency transfers must comply with the applicable requirements of the BHA's Emergency Transfer Plan, see copy attached hereto under Appendix A.

C. No Right to Transfer - The BHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, except with respect to portability of Section 8 assistance as provided in paragraph E. below the decision to grant or refuse to grant a transfer shall lie within the sole discretion of the BHA, and this policy does not create any right on the part of any applicant to be granted a transfer.

D. Family Rent Obligations - if a family occupying public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by the BHA. In cases where the BHA determines that the family's decision to move was reasonable under the circumstances, the BHA may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent Collected for the remaining lease term from a tenant subsequently occupying the unit.

E. Portability - Notwithstanding the foregoing, a Section 8-assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the unit in order to protect the health or safety of an individual member of the household who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

X. Court Orders/Family Break-up

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

B. Family Break-up - Other BHA policies regarding family break-up are contained in the BHA's Public Housing Admissions and Continuing Occupancy Policy (ACOP) and its Section 8 Administrative Plan.

XI. Relationships with Service Providers

It is the policy of the BHA to cooperate with organizations and entities, both private and governmental, which provide shelter and/or services to victims of domestic violence. If the BHA staff become aware that an individual assisted by the BHA is a victim of domestic violence, dating violence, sexual assault or stalking, the BHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring the BHA either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence, dating violence, sexual assault, or stalking, or to make a referral in any particular case. The BHA's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which the BHA has referral or other cooperative relationships.

XII. Notification

The BHA shall provide its public housing residents and Section 8 recipients with the Notice of Occupancy Rights and accompanying certification form at the time of lease-up and in conjunction with the annual recertification process.

Public housing and Section 8 applicants, tenants, and Section 8 property owners and managers, will also be provided with informational material concerning the rights and obligations of occupancy created under VAWA, and the specific protections afforded to victims under the VAWA.

XIII. Relationship with Other Applicable Laws

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence, sexual assault or stalking.

XIV. Amendment

This policy may be amended from time to time by the BHA as approved by the BHA Board of Commissioners.

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

The Bayonne Housing Authority (BHA) is concerned about the safety of tenants under its public housing and Section 8 programs, and such concerns extends to tenants under such programs who are victims of domestic violence, dating violence, sexual assault, or stalking. In accord with the Violence Against Section 8 recipients, and such concerns extend to tenants under such programs who are victims of Women Act (VAWA), the BHA allows its tenants and Section 8 recipients who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from their current dwelling unit to another public housing or Section 8 assisted rental unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of the BHA to honor such request for public housing tenants and Section 8 recipients currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether the BHA has another dwelling unit that is available and is safe to offer the tenant/Section 8 recipient for temporary or more permanent occupancy.

This plan identifies tenants/Section 8 recipients who are eligible for emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants/Section 8 recipients on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees the BHA's compliance with the VAWA.

Eligibility for Emergency Transfers - A public housing tenant or Section 8 recipient who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: The tenant/Section 8 recipient reasonably believes that there is a threat of imminent harm from further violence if the tenant/Section 8 recipient remains within the same dwelling unit. If the tenant/Section 8 recipient is a victim of sexual assault, the tenant/Section 8 recipient may also be eligible if the sexual assault occurred on the premises during the 90 calendar-day period preceding a request for an emergency transfer.

A tenant/Section 8 recipient requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this Emergency Transfer Plan.

Tenants/Section 8 recipients who are not in good standing with the BHA may still requires an emergency transfer if they meet the eligibility requirement set forth in this Emergency Transfer Plan.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant/Section 8 recipient shall notify the BHA's administrative office via a written request for a transfer submitted to P.O. Box 277 in Bayonne, NJ 07002. The BHA will provide reasonable accommodations to this policy for individuals with disabilities.

The written request for an emergency transfer should include either:

1. A statement expressing that the tenant/Section 8 recipient reasonably believes that there is a threat of imminent harm from further violence if the tenant/Section 8 recipient were to remain in the same dwelling unit currently assisted by the BHA; or
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's/Section 8 recipient's request for an emergency transfer.

Confidentially

The BHA will keep confidential any information that the tenant/Section 8 recipient submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant/Section 8 recipient gives the BHA written permission to release the information on a limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the location of the new dwelling unit of the tenant/Section 8 recipient, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault or stalking against the tenant/Section 8 recipient. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about the BHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

The BHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The BHA will, however, act as quickly as possible to move a tenant/Section 8 recipient who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant/Section 8 recipient reasonably believes a proposed transfer would not be safe, the tenant/Section 8 recipient may request a transfer to a different unit, if a unit is available, the transferred tenant/Section 8 recipient must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant/Section 8 recipient has been transferred. The BHA may be unable to transfer a tenant/Section 8 recipient to a particular unit if the tenant (Section 8 recipient has not or cannot establish eligibility for that unit.

If the BHA has no safe and available units for which a tenant/Section 8 recipient who need an emergency unit is eligible, the BHA will assist the tenant/Section 8 recipient in identifying other housing providers who may have safe and available units to which the tenant/Section 8 recipient could move.

On request, the BHA will also assist tenants/Section 8 recipients in contacting local and state organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking. A list of local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking is also available on request, at the BHA's main administrative office.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant/Section 8 recipient is urged to take all reasonable precautions to be safe.

Tenants/Section 8 recipients who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-787-3224 (TTY).

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

Tenants/Section 8 recipients who are or have been victims of stalking and are seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at:

<https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

**EMERGENCY TRANSFER
REQUEST FOR CERTAIN
VICTIMS OF DOMESTIC
VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

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

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.

If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

(2) You expressly request the emergency transfer. Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

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

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER

1. Name of victim requesting an emergency transfer: _____
2. Your name (if different from victim's) _____
3. Name(s) of other family member(s) listed on the lease: _____

4. Name(s) of other family member(s) who would transfer with the victim: _____

5. Address of location from which the victim seeks to transfer: _____
6. Address or phone number for contacting the victim: _____
7. Name of the accused perpetrator (if known and can be safely disclosed): _____
8. Relationship of the accused perpetrator to the victim: _____
9. Date(s), Time(s) and location(s) of incident(s): _____

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. _____
11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: _____

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Housing Authority of the City of Bayonne

Notice of Occupancy Rights under the Violence Against Women Act¹

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.² The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **Public Housing and Housing Choice Voucher programs** are 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 **Public Housing and Housing Choice Voucher programs**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under **Public Housing and Housing Choice Voucher programs**, you may not be denied assistance, terminated from participation, or be evicted from your rental

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

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

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 **Public Housing and Housing Choice Voucher programs** 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

BHA 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 BHA chooses to remove the abuser or perpetrator, BHA 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, BHA 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, BHA must follow Federal, State, and local eviction procedures. In order to divide a lease, BHA 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, BHA 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, BHA 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.

BHA 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.

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

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

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

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

Confidentiality

BHA 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.

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

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

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

VAWA does not limit BHA'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, BHA 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 BHA 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 BHA can demonstrate the above, BHA 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 Mr. Hernan Bracero, Director of Administration (Housing Choice Voucher and Low Income Housing), Bayonne Housing Authority, P.O. Box 277, Bayonne, NJ 07002 or HUD Field Office/Newark, One Newark Center, 1085 Raymond Boulevard 13th Floor, Newark, NJ 07102-5260.

For Additional Information

You may view a copy of HUD's final VAWA rule at <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>

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

For questions regarding VAWA, please contact Mr. Hernan Bracero, Director of Administration (Housing Choice Voucher and Low Income Housing), Bayonne Housing Authority, P.O. Box 277, Bayonne, NJ 07002

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact **Women Rising, 270 Fairmount Avenue, Jersey City, NJ 07306, 201-333-5700..**

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

For help regarding sexual assault, you may contact Bayonne Police Department, 630 Avenue C, Bayonne NJ 07002, 201-252-6900 or Hudson County Prosecutor's Office, 595 Newark Ave, Jersey City N.J. 201-795-6400.

Victims of stalking seeking help may contact Bayonne Police Department, 630 Avenue C, Bayonne, NJ 07002

Attachment: Certification form HUD-5382

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

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

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

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

1. Date the written request is received by victim: _____
2. Name of victim: _____
3. Your name (if different from victim's): _____
4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____
6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____
8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

HOUSING AUTHORITY OF THE CITY OF BAYONNE

RESIDENT GRIEVANCE PROCEDURE

I. PURPOSE

This procedure has been adopted to ensure that a resident is afforded an opportunity to seek the settlement of individual Grievances (as defined in Section V hereof) against the Housing Authority of the City of Bayonne, hereinafter referred to as "BHA" and/or the "Authority".

II. GOVERNING LAW

The law governing this Grievance Procedure is Section 6 (K) of the U.S. Housing Act of 1937 (42 U.S.C. sec. 1437d (k) and Subpart B of 24 CFR part 966 (24 CFR secs. 966.50-966.57) or as amended subsequently.

III. APPLICABILITY

In accordance with the applicable federal regulations, this grievance procedure shall be applicable to all individual grievances between residents of low-income housing and Post Road Gardens only, and BHA with the following two exceptions:

- A. This procedure is not applicable to disputes between residents not involving BHA or to class disputes involving groups of residents. Also, this procedure is not intended as a forum for initiating or negotiating policy changes between residents or groups residents and BHA Board of Commissioners.
- B. The United States Department of Housing and Urban Development ("HUD") has issued a due process determination that the law of the State of New Jersey requires that residents be given the opportunity for a hearing in court which provides the basic elements of due process (as defined in Section V below) before eviction from a dwelling unit. Therefore, the BHA has determined that this grievance procedure shall not be applicable to any termination of tenancy eviction that involves:
 - (1) Any activity that threatens the health, safety or right to peaceful enjoyment of the BHA's premises by other residents or employees of BHA; or
 - (2) Any drug-related criminal activity on or off BHA's premises, after the expiration of the tenancy termination date set forth in the notice.

IV RIGHT TO A HEARING

Upon the filing of a written request as indicated in these procedures, a resident shall be entitled to a hearing before a hearing officer.

V. DEFINITIONS

The following definitions of terms shall be applicable to this grievance procedure:

- A. **Administration Office:** 549 Avenue A, P.O. Box 277, Bayonne, NJ, 07002.

- B. **Authority:** The Housing Authority of the City of Bayonne, a body corporate and politic, organized and existing under the laws of the State of New Jersey.
- C. **BHA:** The Authority.
- D. **CFR:** The Code of Federal Regulations which contains the federal regulations governing this Grievance procedure.
- E. **Complainant:** Any resident (as defined in this section below) whose grievance is presented to the Administration Office of BHA in accordance with the requirements set forth in this procedure.
- F. **Drug-related criminal activity:** Means the illegal manufacture, sale, distribution or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.
- G. **Elements of due process:** The following procedural safeguards are required to be followed in an eviction action or a termination of tenancy in a state or local court:
1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
 2. Right of the resident to be represented by counsel;
 3. Opportunity for the resident to refute the evidence presented by BHA including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and
 4. A decision on the merits.
- H. **Grievance:** Any dispute which a resident may have with respect to an action or a failure to act by BHA in accordance with the individual resident's lease or BHA regulations which affect adversely the individual resident's rights, duties, welfare or status. Grievance does not include any dispute a resident may have with the BHA concerning a termination of tenancy or eviction that involves any activity that may threaten the health, safety, or right to peaceful enjoyment of the BHA's public housing premises by other residents or employees of the BHA, or any criminal activity or drug-related criminal activity on or off such premises.
A grievance also does not include disputes between residents.
- I. **Hearing Officer:** An impartial person agreed upon mutually by the BHA and the Complainant to hear grievances and render a decision with respect thereto. Can include a single hearing officer or a panel of hearing officers.
- J. **HUD:** The United States Department of Housing and Urban Development.
- K. **Notice:** As used herein, the term shall, unless otherwise specifically provided, mean written notice.

- L. **Promptly:** means within five (5) business days from the date of mailing the adverse action or grievable complaint.
- M. **The “Regulations”:** The HUD regulations contained in Subpart B of 24 CFR Section 966, as may be amended subsequently.
- N. **Resident:** The adult (or persons 18 years of age or older) (other than a live-in aide):
 - 1. Who resides in the premises and who executed the lease with the BHA as a lessee of the premises; or
 - 2. If no such person now resides in the premises, then the person who resides in the premises and who is the remaining head of household of the resident family.
- O. **Resident Organization:** The one representative organization at each BHA development.

VI. INCORPORATION INTO LEASES

This grievance procedure shall be incorporated by reference in to all leases between residents and BHA whether or not so provided specifically in such leases.

VII. PROCEDURES PRIOR TO A HEARING

- A. **Initial Presentation:** Any grievances shall be presented promptly, in writing, to BHA's Administration office, so that the grievance may be discussed informally and settled without a hearing. This action shall occur promptly (as defined in Section V, paragraph L).
- B. **Informal Settlement of Grievance:** If the grievance is not determined by BHA to fall within one of the two exclusions mentioned in Section III, B (1) and III, B (2) above, the BHA will, within a reasonable time frame after the initial presentation of the grievance, discuss informally the grievance with the complainant or his/her representative in the attempt to settle the grievance without the necessity of a formal hearing.
- C. **Written Summary:** After the informal settlement conference, a written summary of the informal discussion shall be prepared within a reasonable time by BHA and a copy thereof shall be provided to the complainant and one (1) copy retained in the BHA's resident file. The summary shall specify the names of the participants in the discussion, the date of the discussion, the nature of the proposed disposition of the complaint, and the specific reasons for such disposition.

The summary shall specify the procedures by which a hearing under these procedures may be obtained if the resident is not satisfied. The purpose of this informal settlement of grievance is to allow the resident and the BHA to discuss

informally an issue without the need for third parties, including witnesses or representatives to be involved. At any time that a third party, including a witness or representative, becomes or should become involved in the process, the informal settlement conference shall become a "hearing" and the procedures found in Section VIII hereof shall apply. The BHA shall notify the resident of the date and time that the hearing will take place.

VIII. PROCEDURES TO OBTAIN A HEARING

A. **Request for a Hearing:** If a complainant is not satisfied with the results of the informal settlement of grievance provided for in Section VII, the complainant must submit a written request for a formal hearing to BHA's Administration Office within five (5) business days from date of mailing of the summary of discussion pursuant to Section VII. The written request shall specify:

1. The reasons for the grievance; and
2. The action or relief sought.

B. **Selection of Hearing Officer:** A grievance hearing shall be conducted by an impartial person appointed by the BHA other than a person who made or approved the BHA action under review or a subordinate of such person.

~~The list of prospective hearing officers shall be provided to any existing resident organization for such organization's comments or recommendations. The Authority shall consider any comments or recommendations by the resident organization submitted in a reasonable time. A hearing officer shall be selected from this list.~~

C. **Failure to Request a Hearing:** If the complainant fails to request a hearing in accordance with this section, the BHA's decision rendered at the informal hearing shall become final and BHA is not obligated thereafter to offer the complainant a formal hearing. However, failure to request a hearing shall not constitute a waiver by the resident of the right thereafter to contest the BHA's action in disposing of the complaint in an appropriate judicial proceeding.

D. **Hearing Prerequisites:** All grievances shall be presented promptly, in writing, pursuant to the informal procedure prescribed in Section VII as a condition precedent to a hearing under this section. However, if the resident shows good cause why there was failure to proceed in accordance with Section VII to the hearing officer, the provisions of this subsection may be waived by the hearing officer.

E. **Escrow deposit:** Before a hearing is scheduled in any grievance involving the amount of rent, as defined in the lease which the BHA claims is due, the Tenant shall pay to the BHA an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act

took place. The Tenant shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the BHA until the complaint is resolved by decision of the hearing officer. Amounts deposited into the escrow shall not be considered as acceptance of money for rent during the period in which the grievance is pending.

The BHA will waive the requirement for an escrow deposit as required under 24 CFR Section 5.616 concerning financial requirements or 24 CFR Section 5.618 concerning reduction in welfare benefits related to work requirements or if it is requested in connection with a minimum rent hardship exemption under 24 CFR Section (966.55 (e) (2). Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure. However, failure to make payment shall not constitute a waiver of any right the Tenant may have to contest the BHA's disposition of his/her grievance in any appropriate judicial proceeding.

- F. **Scheduling of Hearings:** Upon the resident's compliance with this Section, or upon the BHA notifying the resident or his/her representative that a hearing will be held, a hearing shall be scheduled promptly by the hearing officer for a time and place mutually convenient to both the resident and the BHA. A written notification specifying the date, time, place and the procedures governing the hearing shall be delivered by regular and certified mail to the resident and the appropriate BHA official.

IX. PROCEDURES GOVERNING HEARINGS

Fair hearings: The hearings shall be held before a Hearing Officer as described above in Section VIII above.

- A. The complainant shall be afforded a fair hearing, which shall include:

1. The opportunity to examine before the hearing any BHA documents, including records and regulations that are directly relevant to the hearing. Any and all requests for records and regulations shall be requested in writing no later than two (2) business days prior to the scheduled hearing. The complainant will be allowed to copy such documents at the complainant's expense. The cost of any copies shall be twenty-five (25) cents per copy, if the BHA does not make the document available for examination upon request by the Resident, the BHA may not rely on such document at the grievance hearing;
2. The right to be represented by counsel, or other person chosen as the Resident's representative, and to have such person make statements on the Resident's behalf;
3. The right to a private hearing unless the Resident requests a public hearing;
4. The right to present evidence and arguments in opposition to evidence relied on by BHA and to confront and cross-examine all witnesses upon whose testimony

or information the BHA relies; and

5. A decision based solely and exclusively upon the facts presented at the hearing.

B. Accommodation to Handicapped Persons:

1. The BHA shall provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations or attendants.

2. If the Resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

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

D. Prior Decision in Same Matter: The Hearing Officer may render a decision without proceeding with the hearing if he/she determines that the issue has been decided previously in another proceeding.

E. Failure to Appear: If the complainant fails to appear at a scheduled hearing, the Hearing Officer may make a determination to postpone the hearing or may make a determination that the complainant has waived the right to a hearing. In such event, the Hearing Officer shall notify the complainant and BHA of the determination.

F. Informality of Hearing: The hearing shall be conducted informally by the Hearing Officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

G. Orderly Conduct Required: The Hearing Officer shall require BHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to maintain order may result in the exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

H. Transcript of Hearing: The complainant or the BHA may arrange in advance, and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript at twenty-five (25) cents per page.

X. DECISION OF THE HEARING OFFICER

- A. Subsequent to the completion of the grievance hearing, the Hearing Officer shall make a determination as to the merits of the grievance and shall prepare a written decision, together with the reasons for the decision, not to exceed ten (10) calendar days after the completion of the hearing. A copy of the decision shall be sent to the BHA. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the BHA and made available for inspection by a prospective complainant, his representative, or the hearing officer.
- B. The decision of the hearing officer shall be binding on the BHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the BHA's Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:
 - 1. The grievance does not concern the BHA action or failure to act in accordance with or involving the Resident's lease or BHA regulations, which adversely affect the Resident's rights, duties, welfare or status; or
 - 2. The decision of the hearing officer is contrary to applicable Federal, State, or local law, BHA regulations or requirements of the Annual Contributions contract between the BHA and the U.S. Department of Housing and Urban Development.
- C. The decision by the hearing officer or Board of Commissioners in favor of the BHA or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the Resident may have to a trial de novo or judicial review in any judicial proceeding, which may thereafter be brought in the matter.

XI. NOTICES

All notices under this grievance procedure shall be deemed delivered:

- 1. Upon personal service thereof upon the complainant or an adult member of the complainant's household, which personal service may include, if necessary, affixing said notice to complainant's unit door;
- 2. Upon the date receipted for or refused by the addressee, in the case of verified or registered U.S. mail; or
- 3. On the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service if mailed by first class mail other than certified or registered mail.

XII. MODIFICATION

This grievance procedure may not be amended or modified except by approval of the BHA's Board of Commissioners present at a regular meeting or a special meeting. Further, in addition to the foregoing, any changes proposed to this grievance

procedure must provide for at least thirty (30) calendar days advance written notice to residents and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. The comments submitted shall be considered by BHA before final adoption of any amendments thereto.

XIV. MISCELLANEOUS

- A. **Concurrent Notice:** If a resident has filed a request for a grievance hearing hereunder in a case involving BHA's notice of termination of tenancy, the complainant should be aware that the State law notice to vacate and the notice of termination of tenancy required under Federal law run concurrently.

I / We have received a copy of this amended Resident Grievance procedure and have had an opportunity to ask questions about the procedure.

All adult (anyone 18 years of age or older) household members must sign below.

Tenant (Head of Household) Signature

Date

Tenant (18 years of age or older) Signature

Date

Tenant (18 years of age or older) Signature

Date

Tenant (18 years of age or older) Signature

Date

Tenant (18 years of age or older) Signature

Date

Tenant (18 years of age or older) Signature

Date

Housing Authority of the City of Bayonne

By: _____
John T. Mahon, Executive Director

THIS DOCUMENT IS BEING EXECUTED IN 2 (TWO) ORIGINALS

HOUSING AUTHORITY OF THE CITY OF

BAYONNE

DWELLING LEASE

1. **IDENTIFICATION OF PARTIES AND PREMISES.** The Housing Authority of the City of Bayonne, hereafter referred to as the (“**Authority**”) does hereby lease these low income housing and/or Post Road Gardens premises. These premises are located in Project No. *****

ADDRESS

BAYONNE, NEW JERSEY 07002

APARTMENT NO.

BEDROOM SIZE:

to be occupied solely by _____

(“**THE APARTMENT**”) and the specific members of his or her household listed below: Tenant agrees that the household members listed below are (**collectively referred to as “TENANT”**) the only persons who are permitted to reside in the Apartment. **This provision permits reasonable accommodation of Tenant’s guests or visitors for a period not exceeding fourteen (14) calendar days each year.** All members of the household over age 18 shall execute this Lease Agreement, hereinafter referred to as the “**LEASE**”.

NAME	RELATIONSHIP TO HEAD OF HOUSEHOLD	AGE & BIRTH DATE	SEX	SS#

2. **LEASE TERM AND RENEWAL:** The Authority hereby rents, demises and leases the premises described above to the Tenant for the following term (subject to earlier termination as hereinafter provided in Section 13 (Termination of Lease). The term of this lease shall be for one year beginning ***** and continue until ***** .

At the expiration of that term, the lease will be renewable for subsequent one-year terms. Unless the tenant fails to renew annually by signing a continued Occupancy Form, then the lease will become a month to month tenancy, with the rest of the Lease remaining the same. Although the lease term is for one year, the lease may be modified at any time by written agreement of the tenant and the Authority. Failure by a tenant to accept a lease revision is grounds for lease termination in accordance with Section 13, paragraph 16 of this lease.

The Authority may not renew the lease if the family has violated the requirement for resident performance of community service or participation in an economic self-sufficiency program.

In the event of the Tenant’s eviction or the termination of the tenancy, the Tenant will remain liable for the payment of rent and costs due to the Authority through the date of eviction or the termination of the tenancy.

Modifications to the lease shall be made pursuant to Section 15 of this lease. Provisions of this lease may be renewed by incorporation of this document into a lease amendment that sets forth any new or changed provisions of the lease.

3. **RENT AND LATE CHARGES:** Rent shall be payable initially in the amount of \$ ***** and shall be due and payable in advance on the first (1st) day of each month. This rent will remain in effect until adjusted in accordance with the provisions of this Lease. If the rent is not paid by the fifth (5th) working day of the month, a late fine of twenty-five (\$25.00) dollars will be charged. This provision does not create a “grace period”. This late fine will be considered additional rent, due and payable immediately. Rent may be paid by check, money order or cash. A return check charge of thirty (\$30.00) dollars will be assessed to Tenant’s account. If two (2) checks are returned for insufficient funds, during your tenancy, the Authority will no longer accept personal checks.

Tenants are required to pay a minimum rent of fifty (\$50.00) dollars unless a hardship exemption is requested and granted by the Authority, in accordance with the United States Department of Housing and Urban Development (HUD) regulations and the Authority's Admissions and Occupancy Policy.

The Authority may not renew the lease if the family has violated the requirement for resident performance of community service or participation in an economic self-sufficiency program.

4. **ADDITIONAL RENT:** Charges assessed to Tenants pursuant to Paragraph 6 will be considered additional rent due and payable within the first five (5) working days of the month. Immediately thereafter, the Authority will commence eviction proceedings against Tenant. Additional court costs will be added to Tenant's account. Once eviction proceedings have commenced, no partial payment of rent will be accepted.
5. **UTILITIES:** The Authority will furnish without additional charge the following: Heat, electricity, gas, hot and cold water. Utilities are to be furnished to, at least, the extent required by law. Electricity is that utilized by standard electrical appliances. An excess charge will be imposed on Tenant for the electricity used by any major Tenant-supplied appliance(s). It should be noted that Tenant is not permitted to own, operate or keep a washing machine, dryer or dishwasher in the apartment. These excess utility charges are posted in the office of the Authority. The Authority is not responsible for the failure to furnish such utilities if the cause is beyond the control of the Authority. The Authority will provide a working stove and a working refrigerator. Tenant installed stoves are prohibited. Other major electrical appliances, such as, air conditioners, air coolers and freezers may be installed and operated only with the written approval of the Authority. An excess utility charge will be imposed upon Tenant for the electricity used for the Tenant-supplied appliance such as an air conditioner or freezer. The air conditioner may not be more than 7 ½ amps. Any appliance found to cause excessive breaks in electrical service will result in a charge to Tenant. Tenant agrees not to waste the utilities provided by the Authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance or of the Authority rules restricting or prohibiting the use of space-heaters in multi-dwelling units.
6. **OTHER CHARGES:** In addition to rent, Tenant is responsible for the payment of certain other charges specified in this Lease. The type(s) and amounts of other charges are listed in the Tenant Handbook annexed to this lease as Appendix A, incorporated by reference and made a part hereof (the "Handbook"). Other charges may include, but not be limited to maintenance costs. These are defined as: The cost of services for repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When the Authority determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the Authority in a conspicuous manner in the Administrative Office or for work not listed on the Schedule of Maintenance Charges, based upon the actual cost to the Authority for the labor and materials needed to complete the work. If overtime work is required, overtime rates also shall be charged to Tenant.

6(a) LEGAL FEES

The Authority will charge any tenant the sum of \$150.00 per court appearance in the event that the Authority must enforce the terms of the lease against the tenant. In the event that the Authority brings a civil suit against a tenant for the collection of any debt incurred by tenant pursuant to the terms of this lease, then the Authority reserves the right to seek reasonable legal fees from that tenant related to the enforcement of the Authority's rights. This provision is to become effective on July 1, 2002 hereunder.

7. **REDETERMINATION OF RENT AND DWELLING SIZE AND ELIGIBILITY:** The rent amount as fixed in Section 3 of the Lease is due each month until charged as described below:
 - A. The status of each family is to be re-examined, at least, once a year for all Tenants who are paying an income-based rent.
 - B. Tenant is required to supply the Authority, when requested, with accurate information about: household composition, age of household members, income and source of income of all household members, assets, and related information necessary to determine eligibility, annual income, adjusted income and rent.

Tenants are required to report all changes in family income during the term of the lease with the exception of Tenants who elect to pay a flat rent. In the case of a **flat rent**, the Tenant will be required to report information on family income only once every three year period unless the tenant experiences a decrease in income and requests to return to an income based rent. The Tenant is required to sign and complete a Continued Occupancy form each year and report changes in family composition.

Failure to supply such information, when requested, is a serious violation of the terms of the Lease which may result in the Authority terminating the Lease.

All information must be verified. Tenant agrees to comply with the Authority's requests for verification by signing releases for third-party sources, presenting documents for review or providing other suitable forms of verification. The Authority shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section. This information will be used by the Authority to decide whether the amount of the rent should be changed and whether the dwelling size is still appropriate for

Tenant's needs. This determination will be made in accordance with the approved Schedule of Rents and Statements of Income and Occupancy Limits, available in the Administrative Office of the Authority. Tenant acknowledges that apartment size is determined by the number of people in the household. If Tenant's needs require a different size unit, Tenant agrees to move when the Authority makes such a unit available within fourteen (14) calendar days from the date of notice. Failure to accept an alternative apartment shall be grounds for termination of tenancy and eviction. Under the income-based rent option, the status of the family will be re-examined, at least, once a year.

A. **RENT DETERMINATION:** A rent, as fixed in Section 3 of the Lease or as adjusted pursuant to Section 7 of the Lease, will remain in effect for the period between regular rent recertification unless, during such period:

- (1) Tenant can show loss of or addition of a principal wage earner through marriage, divorce, death or extenuating circumstances. **A person may only be added to the lease upon approval as stated in Section 9, Paragraph X of this Lease.**
- (2) Tenant or a member of Tenant's household enters the military service.
- (3) Tenant or member of Tenant's household becomes unemployed in excess of thirty (30) days, re-employed or retired.
- (4) Tenant begins to receive public assistance or his/her public assistance is adjusted or his/her public assistance is terminated. Such a change must be reported to the Authority within ten (10) calendar days of its occurrence. However, if such an adjustment or termination results from Tenant's non-compliance with or violation of applicable rules and regulations, for example the Tenant's failure to participate in a economic self-sufficiency program or comply with work activities requirements or fraud by the family, the Authority will not grant any adjustment of rent..
- (5) A request for an interim adjustment due to a change in household income must be submitted to the Authority no later than the (15th) of any month in order for a change to take effect for the following month.
- (6) If it is found that Tenant misrepresented to the Authority the facts upon which his rent is based, so that the rent he is paying is less than he should have been charged, the Authority will back charge Tenant for any sums that should have been paid. In the case of a rent increase due to misrepresentation, failure to report a change in household composition, or failure to report an increase in income (after a deduction in rent per the fixed rent policy), the Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

Rent Formulas or procedures may be changed by Federal law or regulation. This Lease shall be subject to all new changes automatically, without the need to notify each Tenant of the changes in the law.

- (7) Tenant may report any decrease in income or any change in other factors considered in calculating Tenant's rent. If the decrease in income or change in other factors will last more than sixty (60) calendar days, the Authority will verify the information and make the appropriate reduction.
- (8) **Minimum Rent Exemptions:** The Authority shall grant an exemption from the minimum rent fifty dollars (\$50.00) dollars to any family making a request in writing, in accordance with the Authority's policy who is unable to pay the minimum rent payment because of financial hardship, which shall include:
 - (a) The family has lost eligibility for, or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the Immigration and Naturalization Act who would be entitled to public health benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
 - (b) The family would be evicted as a result of the implementation of the minimum rent;
 - (c) The income of the family has decreased because of changed circumstances, including loss of employment;
 - (d) A death in the family has occurred which affect the family circumstances; or
 - (e) Other circumstances which may be decided by the Authority on a case by case basis.

All of the above must be proven by the Tenant by providing verifiable information in writing to the Authority prior to the rent being delinquent and before the lease is terminated by the Authority. If a Tenant requests a hardship exemption under this section, and the Authority reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety-day (90) period beginning upon the making of the formal request for the exemption. A Tenant may not be evicted during the ninety-day period (90) for nonpayment of rent. In such a case, if the Tenant thereafter demonstrates that the alleged hardship is of a long-term nature and not temporary, the Authority shall exempt retroactively the Tenant from the minimum rent requirement for the ninety-day (90) period past. This paragraph does not restrict nor prohibit the Authority from taking legal action to the Tenant for other violations of the lease.

(9) **RENT AND RENT CHOICE:** The amount payable monthly by the family as rent to the Authority is the rent selected annually by the family from the options offered under the Authority's rent policies:

(a) **FLAT RENT:** A flat rent is the amount of tenant rent based upon the market value of the unit, as determined by the Authority. If the Authority determines that the family is unable to pay the flat rent because of financial hardship, the Authority will immediately switch the family's rental payment from flat to income based rent. A financial hardship must include:

- (1) The income of the family decreased due to loss or reduction of employment;
- (2) A death in the family or loss of assistance;
- (3) An increase in the family's medical, child care, transportation, or education costs; or
- (4) Other circumstances as determined by the Authority.

(b) **INCOME-BASED RENT:** An income base rent is the amount of tenant rent based upon thirty percent (30%) of the family's adjusted income.

B. **REGULARLY SCHEDULED RECERTIFICATION:** Every year, the Authority will request Tenant's paying the income based rent, to report the income and composition of Tenant's household and supply any other information required by the United States Department of Housing and Urban Development (HUD) for the purposes of determining Tenant's rent. In the case of a flat rent, the tenant will be required to report information on family income only once per each three year (3) period unless the Tenant experiences a decrease in income and requests to return to an income-based rent. Tenant is required to sign and complete a Continued Occupancy form once each year and report changes in family composition as indicated in Section C, paragraphs (1) and (2) of the lease. Tenant agrees to provide accurate statements by the date specified in the Authority's request. The Authority will use the information to re-compute the rent of those Tenants who choose the income-based rent option. Failure to supply such information when requested is a serious violation of the terms of the Lease (Section 13, Paragraph B3), and the Authority may terminate the Lease. All information must be verified. Tenant agrees to comply with the Authority's requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.

B-1. **UNIT SIZE DETERMINATION:** If the Authority determines that the size of the dwelling unit is no longer appropriate to the Tenant's needs in accordance with 24 CFR 966.10 (b) 1 (v) (A) (1), the Authority may amend this Lease by notice to Tenant in accordance with Section 7 hereof that Tenant will be required to move to another unit, giving Tenant a reasonable time in which to move.

C. **REPORTING CHANGES BETWEEN REGULARLY SCHEDULED RECERTIFICATIONS:** If any of the following changes occur, Tenant agrees to advise the Authority in writing within five (5) working days of its occurrence.

- (1) Deletions (for any reason) from the household members named on the lease shall be reported by Tenant to the Authority in writing within five (5) working days of its occurrence and/or
- (2) An adult and/or member of the household who was reported as unemployed on the most recent certification or re-certification obtains employment in a household paying the income-based rent.
- (3) Once a tenant requests that an adult household member be removed from the lease and the Authority does so, the tenant may not, in the future, request that the previously removed adult member be added back onto the lease for any reason, as the Authority shall deny said request.

D. **OCCUPANCY OF THE DWELLING UNIT:** Tenant shall have the right to exclusive use and occupancy of the apartment for Tenant and other household members listed on the Lease which may include the following: (1) Reasonable accommodation of Tenant's guests or visitors for a period not to exceed fourteen (14) calendar days per year; (2) Care of foster children; (3) Live-in aid, as that term is defined in Section 9, Paragraph V of this lease, for a member of a Tenant's family for a period not to exceed fourteen (14) calendar days per year. This period can be extended, upon Tenant submitting in writing, a request for an extension. However, under no circumstances shall a live-in aid be considered a Tenant of the Authority. Household members and/or guests may not engage in profit-making activities in the apartment.

8. **OBLIGATIONS OF THE AUTHORITY:** The Authority shall be obligated, other than for circumstances beyond its control, as follows:

- A. To maintain the premises and the project in decent, safe and sanitary condition.
- B. To comply with requirements of applicable building codes, housing codes and HUD regulations materially affecting health and safety.
- C. To make necessary repairs to property which is damaged by normal wear and tear.
- D. To keep project buildings, facilities and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition.
- E. To maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators, supplied or required to be supplied by the Authority.

- F. To provide and maintain appropriate receptacles and facilities for deposit of garbage, rubbish and other waste removed from the premises by Tenant.
 - G. To supply running water and reasonable amounts of hot water and reasonable amounts of heat in accordance with municipal ordinances.
 - H. To notify Tenant of the specific grounds for any proposed adverse action by the Authority. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit or imposition of charges for maintenance or for additional repair.) When the Authority is required to afford Tenant the opportunity for a hearing, under the Authority's grievance procedure, concerning a proposed adverse action:
 - (1) The notice of the proposed adverse action shall inform Tenant of the right to request such a hearing. In the case of lease termination, a notice of lease termination that complies with 24 CFR 966.4 (1) (3) shall constitute adequate notice of proposed adverse action.
 - (2) In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed.
 - I. Authority shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided that, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to the Tenant.
9. **OBLIGATIONS OF TENANT:** Tenant shall be obligated under the terms of this Lease as set forth in the Handbook and also as set forth below:
- A. Not to assign the lease or sublease the premises.
 - B. Not to provide accommodations for boarders or lodgers in excess of fourteen (14) calendar days per year, without the advance written consent of the Authority.
 - C. To abide by necessary and reasonable rules and regulations promulgated by the Authority and/or HUD for the benefit and well-being of the housing development Tenants which are or shall be posted in the Authority's administrative office and which will be incorporated into the Handbook. Tenant should be aware that the Authority has the sole right to change rules and regulations as the same may become necessary, upon written notice to Tenants. Thereafter, said new rules and regulations will, specifically, become a part of the Lease and shall be binding upon all Tenants.
 - D. To comply with all obligations imposed upon Tenants by applicable provisions of state and local building and housing codes materially affecting health and safety.
 - E. To keep the premises and such areas as may be assigned to Tenant for Tenant's exclusive use in a clean and safe condition. This includes, but is not limited to, keeping front and rear entrances and walkways for the exclusive use of Tenant free from hazards and trash. To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs and to avoid using these for purposes other than going in and out of the dwelling unit.
 - F. To dispose of all garbage, rubbish and other waste from the premises in a sanitary and safe manner as designated in the Handbook. To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas. To abide by local ordinances regarding recycling.
 - G. To use only in a reasonable manner all electrical, plumbing, elevators, sanitary, heating, ventilating, air conditioning and other facilities. To refrain from placing signs of any type in or about the dwelling unit except those allowed under applicable zoning ordinances and only after having received the Authority's written permission.
 - H. To refrain from, and to cause his household and guests to refrain from, destroying, damaging, defacing or removing any parts of the premises or project.
 - I. To pay reasonable charges (other than for wear and tear) for the repair of damages to the premises, project building facilities or common areas caused by Tenant, his household or guests in accordance with a schedule of charges posted in the Authority's Administrative office. These charges shall not become due and collectible prior to the first (1st) day of the second (2nd) month following the month in which the charge is incurred. To make no alterations or repairs or re-decorations to the interior of the dwelling unit or to the equipment, not to install additional equipment or major appliances without the written consent of the Authority's Executive Director. To make no changes to locks or install new locks on any exterior doors. To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials on the premises.
 - J. To conduct himself and cause other persons who are on the premises with his consent to conduct themselves in a manner which will not disturb his neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition. To act in a cooperative manner with neighbors and the Authority's staff. To refrain from and cause members of Tenant's household or guests to refrain from acting and speaking in an abusive or threatening manner toward the Tenant's neighbors and the Authority's staff.

- K. To refrain from illegal or other activity which impairs the physical or social environment of the project.
- L. To assure that any Tenant, any member of Tenant's household, any guest (as defined to be a person on the premises with the consent of a household member) or another person under Tenant's control, shall not engage in:
 - (1) Any criminal activity, on or off the Authority's premises, that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or Authority employees.
 - (2) Any drug-related criminal activity, is grounds for eviction, whether on or near the Authority's public housing premises, or any activity by a Tenant or guest in which the Authority determines that a Tenant or guest is illegally using a controlled substance.
 - (3) Abuse of alcohol (when the Authority reasonably believes that such illegal use or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority.
 - (4) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any firearms, (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of New Jersey anywhere on the property of the Authority.

The Tenant, or any member of the Tenant's household, any guest or any person under the Tenant's control shall not engage in other criminal activity affecting the well being of other Authority public housing residents or employee while the Tenant is a resident in public housing. Any such criminal activity may also be a cause for termination of the tenancy and for eviction from the unit.

Violations of this section shall be considered to be a serious breach of the material terms of the Lease. A criminal conviction or arrest is not necessary for this Lease to be terminated and for eviction proceedings to be instituted. Criminal activity is cause for eviction without arrest or conviction.

Any criminal activity in violation of this Section 9, Paragraph L of the Lease shall be cause for termination of tenancy, and for eviction from the unit. The term drug-related criminal activity shall mean the use, possession, manufacture, dispensing or distribution of a controlled dangerous substance, controlled dangerous substance analog or drug paraphernalia within the meaning of the Comprehensive Drug Reform Act of 1987 within or upon any of the Authority's premises or the building or complex of buildings and land appurtenant thereto or within five hundred (500') feet of any Authority property.

- M. To clean the hall area, the landing and the stairs on an assigned day, once each week between the hours of 5:00 AM to 8:00 PM.
- N. Not to own, operate or keep a washing machine, dryer, or dishwasher in this Apartment.
- O. To report to the Authority all maintenance problems and damages to the Apartment within twenty-four (24) hours of discovery thereof for ordinary repair. To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. For emergency repairs, Tenant shall notify the Authority upon discovery of the same. If the damage was caused by Tenant, Tenant's household members or guests, the reasonable cost of the repairs shall be charged to Tenant.
- P. All tenants are responsible to repair or replace any damaged window panes during their tenancy. Please note, that in the event that the Authority repairs or replaces a window pane(s), because of safety issues, the cost will be assessed to the Tenant's maintenance account. An agreement will be signed by the Tenant acknowledging that the Tenant is responsible for the repair cost incurred. The amount owed must be paid with the following month's rent.
- Q. To pay rent promptly in accordance with Section 3 of this Lease. Habitual (more than 3 times in one year) violation of this provision may result in termination of this Lease in accordance with Section 13, Paragraph B1 hereof.
- R. Tenant is responsible for damage or losses to Tenant's personal property regardless of cause and to obtain insurance for their own personal property contained within the Apartment ("Renter's Insurance") in the event of any such loss. Tenant understands that it is Tenant's sole choice whether to obtain Renter's Insurance in order to protect Tenant's property. However, should Tenant determine not to obtain said insurance, Tenant understands that the Authority shall not be responsible to repair and/or replace any of the Tenant's property in the event of a loss.
- S. Only one (1) refrigerator is allowed in the Apartment. Under no circumstances will Tenant be allowed to have more than one (1) refrigerator. For freezers, no larger than 1.8 cubic feet, there is an additional monthly charge to Tenant. Tenant must notify the Authority immediately regarding the freezer.
- T. Tenant must notify the Authority in writing within five (5) business days whenever any member of the household authorized to reside in the unit is no longer residing in the unit. Failure to notify the Authority in writing within five (5) business days will result in Tenant being held liable for all actions of such person and any violation of the Lease by such person will be grounds for termination of tenancy and eviction from the Apartment.

- U. Tenant shall not leave the apartment unattended, unoccupied or otherwise vacant or any period not to exceed thirty (30) consecutive days.
 - (1) The Authority shall consider the household to have abandoned the Unit if:
 - A. The Authority reasonably believes that the Apartment has been unattended, unoccupied or otherwise vacant for more than thirty (30) consecutive days; and/or
 - B. The household's rent is past due for more than sixty (60) consecutive days.
 - (2) If the Authority considers a unit to be abandoned, the Authority will:
 - A. Enter the unit to conduct an emergency inspection; and
 - B. Subsequently attempt to notify household members in writing at the household's site address that it considers to have been abandoned.
 - (3) If household members do not respond to the Authority's written notice within fifteen (15) calendar days of the date of the notice, the Authority will refer the matter to its attorney for appropriate legal action, including but not limited to, instituting eviction proceedings.
 - (4) If Tenant intends to leave the apartment so unattended, unoccupied or otherwise vacant for a period to exceed thirty (30) consecutive days, the Tenant shall notify the Authority in writing of this intent prior to leaving the apartment. Property left for more than thirty calendar (30) days shall be considered abandoned and will be disposed of by the Authority in any manner the Authority deems appropriate. Costs for disposal shall be assessed against the former Tenant.
- V. Tenant must notify the Authority regarding a live-in aide and/or caretaker. Tenant must notify the Authority in writing, prior to the moving in of the said live-in aide and/or caretaker. A live-in aide and/or caretaker means a person who resides with an elderly, disabled or handicapped person, but who, under no circumstances, shall be considered a Tenant of the Authority.
- W. Transfers: Tenant agrees to leave the dwelling unit in a clean and sanitary condition, reasonable wear and tear excepted. All keys must be returned to the Authority and Tenant must obtain a receipt for the same.
- X. Premises must be used only as a private residence, solely for Tenant and the household members named in Section 1 of the Lease. Any additions (other than births, adoptions or court awarded custody) to the tenant household require the advance written approval of the Authority. Such approval will be granted only if the new household members pass the Authority's screening criteria and a unit of appropriate size is available. Tenant to wait for the Authority's written decision before allowing additional persons to move into the Apartment. If the applicant is denied and the Tenant, in any case, grants the applicant residency within the units, this is a violation of Section 9, Paragraph B of this Lease. Tenant's failure to comply with this provision is a violation of the Lease for which the Authority may terminate the Lease in accordance with Section 13, Paragraph A of this Lease.
- Y. Tenant agrees to report any incident resulting in injury to the Tenant, a member of the Tenant's household, or a guest of the Tenant, to the Authority within seventy-two (72) hours of occurrence.
- Z. If Tenant commits or performs any act which violates any ordinance of the City of Bayonne, the same shall be an absolute violation of this Lease.
- AA. Tenant agrees to obtain an Authority permit for his/her vehicle. The vehicle must be registered and insured in the Tenant's name only to obtain such a permit. Any vehicles without current registration plates will be considered abandoned and will be towed away within twenty-four (24) hours at owner's expense. Only one permit per household will be issued.
- BB. Common household pets are permitted in accordance with the Authority's pet policy. Tenant non-compliance can be grounds for termination. The Tenant agrees to abide by the provisions of the Authority's pet policy and not to keep any animals in or on the premises except as permitted by the pet policy and other applicable laws and regulations. Any violation of the rules of the Authority's pet policy may be grounds for removal of the pet or termination of the pet owners tenancy (or both), in accordance with the provisions of 24 CFR part 942 (governing pet ownership in public housing for the elderly or handicapped) 24 CFR part 966 (governing lease and grievance procedures), New Jersey State Law, and local law.
- CC. To comply with the provisions of any rider or amendment attached here and incorporated into this Lease.
- DD. No persons, other than those listed on this lease, are permitted to utilize the address of the leased premises for any purpose.
- EE. The rental application submitted by Tenant is hereby made a part of this Lease. Tenant acknowledges that the Authority has relied upon the information submitted by Tenant as an inducement to rent the premises to Tenant. If any representation on the application is determined to be misleading, incorrect, or untrue, the Authority may, at its option, terminate the Tenant's right to occupy the premises. The Authority shall have the right to recover from Tenant any loss or damages which the Authority may suffer because of such representation.

FF. No Tenant or his/her guest is permitted to smoke in any of the common areas of the premises. Individuals who are found smoking in any of these areas will be in breach of their Lease and will be subject to the Authority's action. Public areas are as the entrance vestibule, entrance lobby, community room, laundry room, hallways and elevators. Smoking is not allowed within twenty five feet from any Authority building entrance. Also, smoking is not permitted on the balconies.

GG. Head of Household must notify the Authority within a reasonable time as to whether or not he/she can read, write and speak in the English language.

HH. The Authority provides a free mandatory pest service. The tenant is required to provide access to their unit monthly. If it is found that additional treatments are required, the tenant will accommodate the Authority and the technician by providing access when needed.

II. Each adult household member is obligated to perform eight (8) hours each month or an aggregated yearly total of ninety six (96) hours of qualifying community service and self-sufficiency. The exemptions to waive this requirement is outlined in the Admissions and Occupancy Policy, Section 20 of the Lease and codified at 24 CFR 960.601. The Authority will determine if an individual is exempt from the community service and self-sufficiency requirements. The adult household member will be required to provide documentation to support the exemption.

JJ. At lease execution and annual recertification, all adult household members (age 18 or older) must:

- Provide documentation, if applicable, that they qualify for an exemption; and
- Sign a certification that they have received and read the policy and understand that if they are not exempt, failure to comply with the community service requirement will result in non-renewal of their lease, per 24 CFR 966.4(1)(2)(iii)(D).

KK. Each nonexempt household member (age 18 years and older) will choose how and where he/she will satisfy the community service and self-sufficiency requirements.

LL. When the community service and self-sufficiency exemption status changes, it is the responsibility of the household member (age 18 years and older) to report the change to the Authority and provide documentation supporting this change. In addition, this household member will certify this change in writing.

10. **DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY:** The special obligations of Tenant and the Authority, where a dangerous condition exists which is hazardous to life, health or safety, are as follows:

A. Authority's responsibilities:

1. The Authority shall be responsible for correcting the problem within a reasonable time. However, if the damage was caused by Tenant, a member of his household, or his guest, the reasonable cost of resolving the problem shall be charged to the Tenant.
2. The Authority shall offer standard alternate accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time.
3. If the problem is not corrected in accordance with Section 8, Paragraph C of this Lease, the rent shall be reduced or abated in proportion to the seriousness of the damage and loss in value as a dwelling, except that no reduction in rent due shall be made where Tenant rejects reasonable accommodations or where the problem was caused by Tenant, a member of his/her household or his/her guest.
4. If the Authority determines the dwelling unit is uninhabitable because of imminent danger to the life, health and safety of Tenant, and alternative accommodations are refused by Tenant, this Lease shall be terminated.

B. Tenants responsibilities:

1. Tenant shall immediately notify the Authority management of any such defect, condition or damage.
2. To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials on the premises. In the event of a fire, Tenant must immediately notify the Authority.
3. **Tenant shall accept any replacement unit offered by the Authority.**

11. **ENTRY OF PREMISES DURING TENANCY:**

- A. The Authority shall, upon reasonable advance notification to Tenant, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections, maintenance, extermination, and for making improvements. A written statement specifying the purpose of the Authority's entry delivered to the premises at least two (2) calendar days before such entry shall be considered reasonable advance notification.

- B. The Authority may enter the premises at any time without advance notification where there is reasonable cause to believe that an emergency exists or if the Authority has sufficient information that Tenant is using the apartment in violation of the Lease.
- C. In the event Tenant and all adult members of Tenant's household are absent from the premises when entered in accordance with Section Eleven 11, Paragraph B of the Lease, the Authority shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.
- D. If and when the Authority cannot gain access to Tenant's unit as a result of action or inaction of Tenant, Tenant agrees and understands that such action or inaction of Tenant can be used by the Authority as evidence of the Tenant's fault, which if proven in court, can result in a finding of the Tenant's liability and the Authority's non-liability for any conditions resulting from the lack of inspection or correction as a consequence of Tenant's failure to provide access to the unit.

12. NOTICE REQUIREMENTS:

- A. PRIOR NOTICE OF ENTRY: See Section 11 of the Lease.
- B. HAZARDOUS DEFECTS: See Section 10 of the Lease.
- C. NOTICE OF TERMINATION: See Section 13 of the Lease.
- D. NOTICE OF GRIEVANCE: See Section 14 of the Lease.
- E. CHANGE IN CHARGES: See Section 6 of the Lease for which the Notices must be posted in a conspicuous place in the project office and which shall be furnished to applicants and Tenants on request.
- F. OTHER: If not provided elsewhere, all notices to Tenant shall be in writing and delivered personally to Tenant or to an adult member of Tenant's household residing in the dwelling or sent by pre-paid first-class mail, properly addressed to Tenant. Notices to the Authority shall be in writing, delivered to the administrative office or Authority's central office or sent by pre-paid first-class mail, properly addressed. If Tenant is visually impaired, notice will be sent in accessible format. Unopened, canceled, first-class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.

13. TERMINATION OF LEASE:

- A. The Authority shall not refuse to renew this Lease other than for violations of the Lease such as failure to make payments due under the Lease or to fulfill Tenant obligations set forth in Section 9 or for other good cause as that term is defined in applicable law.
- B. The Authority may evict a Tenant for, but not limited to, the following reasons and in accordance with New Jersey State and Federal law.
 - 1. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges by the fifth (5th) working day of the month. Three such late payments within a twelve (12) month period shall constitute a repeated/consecutive late payment.
 - 2. Misrepresentation of household income, assets or composition.
 - 3. Failure to supply, in a timely fashion, any recertification, release of information forms, or documentation on household income or composition needed to process annual reexaminations or interim redeterminations.
 - 4. Damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds or parking areas of any project site.
 - 5. Any activity by Tenant, household member, guest or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees.
 - 6. Weapons or illegal drugs and/or drug paraphernalia on Authority premises, or on lands appurtenant there or within five hundred (500') feet of Authority premises.
 - 7. Any fire on Authority premises caused by Tenant, household members or guests' actions or neglect.
 - 8. Any violation of this Lease.
 - 9. Failure of a family member to comply with the community service provisions of part 960, subpart F as grounds only for non-renewal of the lease and termination of tenancy at the end of the twelve month lease term.
 - 10. Nonpayment of rent or other charges due under the Lease (including maintenance and repair)

11. Serious or repeated interference with the rights of other Tenants.
12. Misrepresentation (intentional or unintentional) of any material fact in the application for housing, or in any statements submitted to the Authority.
13. Violation of any rule or provision of the Authority's pet policy. The pet policy is incorporated into this Lease by reference.
14. Serious or repeated violation of any of the rules or regulations applicable to the Tenant's unit or the public housing premises.
15. If the Tenant is unable to care for oneself with or without the aid of a full or part time caretaker, the Tenant understands and agrees that the Lease may be terminated. This termination will be pursuant to the appropriate procedures. In the event, that the Tenant becomes so physically or mentally incapable of maintaining the premises in a habitable condition or of caring for their physical or mental needs such that reasonable accommodations will not be sufficient to meet such needs and where the Tenant cannot arrange for someone to assist in performing these functions. Nothing herein shall be construed to compel the Authority to provide accommodations or continued residency to a Tenant or to household members who, because of physical, mental or emotional illness, have become a threat to the health, safety, or right to peaceful enjoyment of the Authority premises or any other Tenant or Authority employee.
16. Failure by a tenant to accept a lease revision is grounds for termination of tenancy (24 CFR PART966.4(l)(2)(i))

C. The Authority shall give written notice of termination of the Lease of:

1. Fourteen (14) calendar days in the case of failure to pay rent; or
2. A reasonable amount of time to coincide with the urgency of the situation in the case of creation or maintenance of a threat to the Health or Safety of other Tenants or Authority employees;
3. Thirty (30) calendar days in all other cases; or
4. The Notice requirements of the New Jersey Statutes, whichever provides the greater Notice to the Tenant.

The notice of termination to Tenant shall state the reason for the termination, shall inform Tenant of Tenant's right to make such a reply as Tenant may wish, of Tenant's right to a grievance hearing if applicable, and of Tenant's right to examine Authority's documents directly relevant to the termination or eviction.

If the Authority gives written notice to Tenant to vacate the dwelling unit at a certain time for proper cause in accordance with the provisions of this Lease, and Tenant fails to remove himself and all his personal possessions therefrom at such time, and if the Authority institutes court action for such removal, Tenant shall reimburse the Authority upon demand for its reasonable costs incurred thereby, including but not necessarily limited to court filing fees, and moving and storage charges for Tenant's personal possessions.

This Lease may be terminated by Tenant at any time by giving written notice of thirty (30) calendar days to the Authority in the manner specified in Section 17 hereof. Tenant agrees to leave the dwelling unit in a clean and good condition, reasonable wear and tear excepted, and to return the keys to the Authority when he/she vacates.

- D. In deciding to evict for criminal activity, the Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense. In appropriate cases, the Authority may permit continued occupancy by remaining household members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. The Authority may require a household member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. When the Authority evicts a Tenant from a dwelling unit for criminal activity, the Authority shall notify the local post office serving that dwelling unit that such an individual or family is no longer residing in the unit so that the post office will stop mail delivery for such persons.
- E. This lease may be terminated when a person, including a juvenile adjudicated delinquent or Tenant knowingly harbors such person, has been convicted or pleaded guilty to an offense involving assault or terroristic threats against the landlord, a member of the landlord's family, or an employee of the landlord.
- F. This lease may be terminated when a person has been found by a preponderance of the evidence liable in a civil action involving assault or terroristic threats against the landlord, a member of the landlord's family or any employee of the landlord, or a Tenant or lessees knowingly harbors a person who committed such an offense and allows the person to occupy the rental premises for residential purposes continuously or intermittently, except if a person harbors a juvenile who has been adjudicated delinquent of an offense of use or possession.
- G. This Lease may also be terminated if the Tenant abandons the unit and fails to deliver the key to the Authority; and any personal property left therein by the Tenant may be disposed of by the Authority without any liability to the Authority for damages whatsoever.

H. This Lease may be terminated when a Tenant violates any of the grounds set forth in the New Jersey Anti-Eviction Act, including but not limited to drug activity.

14. **GRIEVANCE PROCEDURE:** When the Authority is required to offer Tenant a grievance hearing regarding the terms of the Lease, as that term is defined in the applicable HUD regulations, the notice shall inform Tenant of the right to request such a hearing in accordance with the Authority's grievance procedures. If such a hearing is requested, the Authority shall process and resolve the same in accordance with the Authority's grievance procedure, which shall be posted at the Authority's main offices.
15. **MODIFICATION:** Other than in cases of rent determination pursuant to Section 7 of this Lease, and in the case of a change in rules and regulations pursuant to Section 9, Paragraph C, this Lease may only be modified by a written rider executed by both the Authority and Tenant.
16. **WAIVER:** The failure of the Authority or Tenant to exercise any right or remedy provided herein shall not affect the right to do so at a later date for similar or other causes.
17. **NOTICE TO VACATE:** Tenant must give a full thirty (30) calendar days notice in writing to the Authority when vacating the Apartment. The Notice to Vacate must be received by the first (1st) business day of the month **prior** to Tenant's intended date to vacate. It is Tenant's responsibility to ensure the Authority is in receipt of the Notice to Vacate. If the Authority does not receive this form from the Tenant, Tenant will be charged for the following month's rent. The date the Authority receives Tenant's Notice to Vacate is the date the Notice to Vacate will be listed on the Authority's records. The keys must be returned to the inspector on the last day of the month in which Tenant is vacating the unit. If the last day of the month falls on the week-end, or a holiday, Tenant must return the keys on the next business day. An inspection of Tenant's unit will be conducted prior to the return of the keys. When Tenant vacates, the Authority will not be under any obligation to hold possessions left in the unit beyond the vacate date and the Authority will dispose of such possessions at the Authority's sole discretion. In no event, however, will the Authority be required to hold possessions left in the unit for more than ten (10) calendar days after Tenant has vacated. Thereafter, the Authority shall dispose of such possessions at the Authority's sole discretion.
18. **TRANSFERS:** Tenants shall not be transferred to a dwelling unit of equal size either within a project or between projects, except for alleviating hardships as determined solely by the Authority. The Authority shall offer only 1 unit to a family unless there is a hardship situation as determined solely by the Authority. If Tenant refuses the unit offered, the Lease may be terminated by the Authority by providing Tenant with a sixty (60) calendar day notice. Tenant must leave the dwelling unit in a clean and good condition; reasonable wear and tear excepted, and return the keys to the Authority, on the vacate date. An inspection will be conducted by a representative of the Authority. All keys will be returned to the inspector at that time.
 - A. The Authority may move a Tenant into another unit, permanently, if it is determined necessary to rehabilitate or demolish Tenant's unit.
 - B. In the case of an involuntary transfer, Tenant shall be required to move into the dwelling unit made available by the Authority. Failure to move within the allotted time period may result in rent being due on both apartments. Tenant shall be given fourteen (14) calendar days to move following the delivery of a transfer notice. If Tenant refuses to move, the Authority may terminate the Lease.
 - C. A Tenant without disabilities, who is housed in a unit with special features, must transfer to a unit without such features should a Tenant with disabilities need the unit. In this case, the Authority shall bear the cost of moving.
 - D. Involuntary transfers are subject to the Grievance Procedure and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.
 - E. The Authority will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.
 - F. Tenant shall accept any replacement unit offered by the Authority.
 - G. Voluntary transfer (tenant initiated transfer) will be granted at the discretion of the Authority. The tenant must be in good standing which means that the tenant must not be in violation of any of the terms of this lease. Any pending violation must be rectified prior to the transfer being implemented.

All transferring tenants apartments will be inspected twice prior to their vacating. A detailed outline will be provided prior to each inspection indicating the specific tasks that must be performed by the Tenant.

A failed or non-conforming rating will result in the Authority assessing charges for repair (beyond normal wear and tear) against the Tenant's maintenance account. The Tenant may also forfeit his/her right to the unit in which he/she is currently living or forfeit his/her residency to the new apartment. However, Tenant shall still remain on the existing transfer list except that Tenant's name shall be placed on the bottom of said transfer list.

Once the Tenant is notified by the Authority of a transfer, no request for lease additions will be entertained, until such time that a transfer is completed.

19. **MISCELLANEOUS PROVISIONS:** If the Authority is not in possession of the leased premises on the commencement date of this Lease, such commencement date shall be postponed to the day after which the Authority obtains possession and the rent shall be abated the number of days in the month during which the Authority is not in possession.

Validity of Lease

If a clause or provision of this Lease is legally invalid, the rest of this Lease remains in effect.

INSPECTIONS:

- A. **Move-in Inspection:** An Authority representative shall inspect the dwelling unit prior to occupancy by Tenant. The Authority will note any equipment provided with the unit. The statement shall be signed by the Authority and a copy of the statement will be maintained in the Tenant file. A copy of the report shall be provided to Tenant, upon request and at a charge of .25 cents per page. Any deficiencies noted on the inspection report will be corrected by the Authority, at no charge to Tenant, and Tenant will be required to acknowledge receipt. The statement shall also be placed in Tenant's folder.
- B. **Annual Inspection:** The Authority will inspect the unit annually to check needed maintenance, Tenant housekeeping, and other lease compliance matters. Tenant will receive a written statement of the charges, if any, for repairs, or removal of non-approved alterations to the unit.
- C. **Move-out Inspection:** The Authority will inspect the unit with the Tenant at the time of vacate, when possible, and give Tenant a written statement of the charges, if any, for which Tenant is responsible.
20. **COMMUNITY SERVICE REQUIREMENT:** Residents must provide documentation, if applicable, that they qualify for an exemption. The submitted documentation will be used by the BHA to determine whether or not the tenant is exempt from the Community Service and Self-Sufficiency Requirement. In addition, the BHA will provide the resident with a Community Service and Self-Sufficiency Requirement exemption certification form for completion. This form illustrates documentation that residents may submit to validate their exemption. All submitted documentation will be maintained in the resident file.
- A. 62 years or older;
- B. 1. Blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c), and who certify that, because of this disability, she or he is unable to comply with the service provisions of this subpart, or
2. is a primary caretaker of such individual and who certifies that based upon that disability, he or she cannot comply with the requirement;
- C. Engaged in work activities (see Notice PIH 2003-17 (HA)). In order for an individual to be exempt from the Community Service and Self-Sufficiency Requirement because he/she is "engaged in work activities," the person must be participating in an activity that meets one of the following definitions of "work activity" contained in Section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)):
1. Unsubsidized employment;
 2. Subsidized private-sector employment;
 3. Subsidized public-sector employment;
 4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
 5. On-the-job-training;
 6. Job-search;
 7. Community service programs;
 8. Vocational educational training (not to exceed 12 months with respect to any individual);
 9. Job-skills training directly related to employment;
 10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
 11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate;
- D. Able to meet requirements under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other welfare program of the State in which PHA is located including a State-administered Welfare-to-Work program; or,
- E. A member of a family receiving assistance, benefits, or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.), or under any other welfare program of the State of New Jersey in which the PHA is located, including a State-administered Welfare-to-Work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.
- F. The supplemental nutrition assistance program ("SNAP") qualifies as a welfare program of the state. Therefore, if a tenant is a member of a family receiving assistance under SNAP, and has been found to be in compliance with the program requirements, that tenant is exempt from the Community Service and Self-Sufficiency Requirement. To clarify, this exemption does not automatically apply to all members of a public housing household. The distinction is that there may be a household for which a portion of the household is receiving SNAP assistance, but another portion is not. An example is a household which includes a

mother, child, and boyfriend (legally on the lease). The mother and child are receiving the SNAP benefits while the boyfriend is not part of the family receiving the assistance. In this case, the mother would be exempt if she is in compliance with the program requirements but the boyfriend is not exempt under this provision because he is not part of the family receiving SNAP benefits.

Please note 30 hours per week is the minimum number of hours for a work activity.

The BHA will review the submitted documentation and Community Service and Self-Sufficiency Requirement exemption certificate to determine which family members are exempt from the requirement. If, at any time, there is a change to the exempt status of the family member, it is his/her responsibility to report this change to the BHA within five (5) days of the change.

21. **VIOLATION, EVICTION AND RE-ENTRY:** The landlord reserves the right of re-entry. This means that if the Tenant violates the terms of the Lease, the Landlord may terminate this Lease and regain possession of the Property.

This is done by a court proceeding known as an eviction. A complaint is served upon the Tenant and the Tenant must appear in Court. The Landlord may also evict the Tenant for any other cause which is permitted by applicable law. When the eviction proceeding is concluded, the Landlord may regain possession of the Property.

The above are the most important terms of the relationship between the Authority and Tenant. The Authority's Tenant Handbook contains a more detailed description of the rules and regulations of the Authority and HUD, and of Tenant's rights and duties. A copy of the Handbook is annexed hereto as Appendix A. Additional copies are available from the Authority Office. The contents of the Handbook are specifically made a part and incorporated to this Lease.

In signing this Lease, Tenant states that he/she has not knowingly misrepresented any facts which were used in determining his/her eligibility for housing.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement this _____ day of _____, _____, at Bayonne, New Jersey 07002.

All adult (anyone eighteen (18) years of age or older) household members must sign below.

_____ (TENANT) HEAD OF HOUSEHOLD (PRINT) HOUSEHOLD	_____ (TENANT) HEAD OF
_____ (TENANT) CO-HEAD/CO-TENANT (PRINT)	_____ (TENANT) CO-HEAD/CO-TENANT
_____ (TENANT) CO-TENANT (PRINT)	_____ (TENANT) CO-TENANT
_____ (TENANT) CO-TENANT (PRINT)	_____ (TENANT) CO-TENANT

HOUSING AUTHORITY OF THE CITY OF BAYONNE

BY: _____
EXECUTIVE DIRECTOR/SECRETARY

Tenant’s Certification

I, _____ hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was disclosed fully to the Authority before the execution of the Lease or before the Authority’s approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to the Authority in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

Tenant’s Signature (Head of Household) _____ Date _____

Attachments:

If indicated by an (X) below, the Authority has provided the tenant with the following attachments and information:

- ☐ Lease
- ☐ TENANT HANDBOOK, Appendix A
- ☐ Standard Maintenance Charges
(SUBJECT TO REVISION)
- ☐ Protect your Family from Lead in your Home
- ☐ Grievance Procedure
(SUBJECT TO REVISION)
- ☐ Resident Rights and Responsibilities
- ☐ Hall Mopping Schedule
- ☐ Drug Abuse and Other Criminal Activity
- ☐ Pet Policy
- ☐ Community Service Policy
- ☐ Other: _____

STATEMENT OF RECEIPT OF INFORMATION

I/We have received a copy of the above information. This information has been thoroughly explained to me/us.
I/We understand the possibility the lead-based paint may exist in the unit.

Tenant’s Signature (Head of Household) _____ Date _____

OFFICE ADDRESS: 549 AVENUE A
BAYONNE, NJ 07002

HOURS: 9:00 AM - 4:30 PM
MONDAY THROUGH FRIDAY

TELEPHONE NUMBER: (201) 339-8700

THIS DOCUMENT IS BEING EXECUTED IN 2 (TWO) ORIGINALS