Admissions & Occupancy Policy

Housing Authority of the City of Vineland 191 Chestnut Avenue Vineland, NJ 08360



OCCUPANCY POLICY

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Housing Authority of the City of Vineland 191 Chestnut Avenue Vineland, New Jersey 08360

Chapter I

Admissions & Occupancy Policy [24 CFR 960]

A. In accordance with the Rules & Regulations promulgated by the United States Department of Housing & Urban Development (HUD), the Vineland Housing Authority hereby outlines its established discretionary policies and procedures for the Authority's use in its admissions and occupancy of residents. The Vineland Housing Authority shall have one **Admissions & Occupancy Policy** for its conventional- and low-income facilities.

B. The Vineland Housing Authority's policy development was adopted for the purpose of fully complying with Title VI of the Civil Rights Act of 1964 and subsequent amendments such as the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975. This particular Admissions & Occupancy Policy addresses the required changes as they pertain to Part III of the Department of Housing & Urban Development's 24 CFR-Part 880, et al. (Preference for Admission to Assisted Housing: Final Rule, July 1994).

Authority's policy shall include any additional subsequent legislation enacted for the protection and equal treatment regarding the individual rights of applicants, residents, and/or employees of the Authority in its implementation of this policy.

- C. This document is intended to provide and promote a safe, clean, and sanitary environment, which offers a healthy living environment within the jurisdiction of the Vineland Housing Authority designed to assist lower-income families comprised of a broad range of income.
- D. The Vineland Housing Authority shall not discriminate in its practices because of race, color, sex, sexual preference, handicap, age, or national origin. As an organization, it shall not discriminate in its leasing, rental, or sale of its properties regarding any and all property under its jurisdiction, which is covered by a contract for which the Authority receives an annual contribution under the United States Housing Act of 1937, including all subsequent amendments.
- E. In agreement with Section 504, the Vineland Housing Authority will make such procedural, administrative, locational, or make physical changes as is reasonable to accommodate person or persons with handicaps or disabilities. The Housing Authority will identify and attempt to eliminate any situation, which will create a barrier to equal housing for all its residents. However, such accommodations **must be reasonable** in agreement with the Section 504 Regulations. The Authority is not required to make such accommodations that would significantly alter structures or take any action that would result in undue damage or financial burden upon the Authority.
- F. The Privacy Act of 1974 is to insure the protection of individual records maintained by the Authority. It shall be the policy of the Vineland Housing Authority to guard the privacy of residents

and applicants in accordance with this Act and shall not disclose any personal information contained in its files to any other agency or individual, unless given written permission by the applicant or resident.

G. Compliance with Non-Discrimination Requirements

The Housing Authority shall administer the restrictions on use of assisted housing by noncitizens with ineligible immigration status imposed by this rule in conformity with the federal nondiscrimination requirements of, including, but not limited to, the following: (ss 812.13; 912.13)

- → Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-5) and the implementing regulations in 24 CFR Part 1;
- → Section 504 of the Rehabilitation Act of 1973 (29 USC 794) and the implementing regulations in 24 CFR Part 8.

H. Compliance with Restrictions on Assistance to Non-Citizens

The Housing Authority shall administer the restrictions on assistance to non-citizens in accordance with the Department of Housing & Urban Development Guidebook 7465.7 and in accordance with Section 214 of the Housing and Community Development Act of 1980, effective date of the final rule being June 19, 1995.

I. Income Targeting

The Housing Authority will admit for occupancy eligible families and strive for no less than 40% of available dwelling units occupied by eligible families, whose incomes at the time of commencement of occupancy do not exceed 30% of the area median income. [24 CFR Part 5.653]

J. Deconcentration

The Housing Authority will strive to create mixed-income communities and lessen the concentration of very-low income families within the Housing Authority's public housing developments through admissions policies designed to bring in higher-income tenants into lower-income developments and lower-income tenants into higher-income developments. This policy shall not be construed to impose or require any specific income or racial quotas for any public housing development owned by the Housing Authority. [24 CFR 960 Part 5.653]

K. Outreach to Higher-Income Families

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

L. Incentives

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

Chapter 2

Adoption of Policy

A. Adoption by Board of Commissioners

The adoption of any new policy and/or changes within the scope of this policy (whether the changes are due to internal Housing Authority policies and procedures or to new federal changes required by HUD), shall be duly adopted by the Authority's Board of Commissioners through formal resolution.

B. Public Display of Policy

Copies of said policy shall be posted in the administrative office of the Authority and will be posted at a central location at each facility owned and operated by the Vineland Housing Authority and shall also be furnished to any applicant or resident, upon request. The policy shall be available to the general public for perusal.

C. Policy Changes

Policy changes shall be submitted to the HUD area office for review and approval as is required under HUD Rules & Regulations.

D. Broad-Base Income Goal

The goal of the Vineland Housing Authority is to achieve (to the maximum extent feasible) a tenancy with a broad range of income and approval, as is required under HUD Rules & Regulations.

E. Board Resolution

The Admission & Occupancy Policy of the Vineland Housing Authority of the City of Vineland, New Jersey, in its entirety, has been adopted formally by the Authority's Board of Commissioners.

Chapter 3

Application-Taking Process
Criteria Governing Eligibility & Ineligibility

Application Taking

The Application Process

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

- 1. Applications for the public housing program will be completed during a one-on-one interview between the applicant family and Housing Authority personnel and shall be maintained on the Housing Authority's computer system. Applicants shall complete and sign the application and certify, subject to civil and criminal penalties, to the accuracy of all statements made therein. The Housing Authority requires the signatures of all adult members of the applicant household.
- 2. Applicants will be required to submit verification documentation as part of the application process. Applicants will be given a list of required verifications at the time of their interview with designated PHA personnel for the purpose of determining eligibility.
- 3. Should applicants fail to provide required verification documentation within time frame established by the PHA, their application will be placed in an inactive status; and they will be required to reapply during the next enrollment period.
- 4. The Housing Authority reserves the right to suspend application taking when the current supply of completed full applications exceeds the number of families that could be reasonably expected to be housed within the next 12 months.
- 5. The Housing Authority will normally take applications from a central location, which will allow for processing by staff persons knowledgeable of the rules and regulations governing resident selection and assignment, but reserves the right to establish satellite locations for application taking.

- 6. The Housing Authority will establish times for taking applications, including by appointment. The Housing Authority staff may, at its discretion, provide for application interviews outside normal hours, when necessary, for hardship reasons.
- 7. Application interviews shall be conducted in private.
- 8. Applicants must report changes in income and family circumstances. All modifications to applications shall be properly documented, and the transaction will be initialed by the staff member making the change.
- 9. All active applications will be purged every 12 months. Notification shall be sent to each applicant informing him/her that unless he/she confirms his/her continued interest, his/her application will be retired from the active file. Returned notification will be attached to the respective application as evidence of unsuccessful effort to locate the applicant. All applicants must notify the PHA whenever there is a change in family composition, income, address, and any other factors relative to their eligibility status. Applicants should notify the PHA if he/she no longer desires consideration for public housing.
- 10. Applicants on waiting lists for any other type of assisted housing will have no special status with respect to the Low-Rent Public Housing Program. Applicants must submit separate applications for other programs. Applicants will not lose their place on any other PHA waiting list should they make an application for "low-rent" public housing.
- 11. The Housing Authority shall maintain such records as are necessary to document the disposition of all applications and to meet Department of Housing & Urban Development audit requirements.

Eligibility Criteria [24 CFR 960.201]

- 1. The Housing Authority shall use the guidelines and procedures prescribed by HUD at the time of applicant processing to make a final determination of household eligibility.
- 2. All families, who are admitted to public housing, must be individually determined eligible under the terms of this policy. In order to be determined eligible, an applicant family must meet **ALL** of the following requirements:
 - a. The applicant family must qualify as a family as defined in Chapter 13.6.
 - b. The single-person applicant must qualify as a single person as defined in Chapter 13.7.
 - c. The applicant's annual income as defined in Chapter 13. (HUD Secretary's definition) must not exceed income limits established by the Department of Housing & Urban Development for public housing in the county of PHA jurisdiction.
 - d. The applicant family must conform to the occupancy standards contained in this policy regarding unit size and type.
 - e. The applicant must have a satisfactory record in meeting past financial obligations, especially in payment of rent. In situations where an unsatisfactory record is obtained, the PHA shall take into consideration extenuating circumstances such as illness or other incidents beyond the control of the applicant.
 - f. Section 214 of the Housing and Community Development Act of 1980, as amended, prohibits the Secretary of the Department of Housing & Urban Development (HUD) from making financial assistance available to persons, who are other than United States citizens, nationals, or certain categories of eligible non-citizens either applying to or residing in specified Section 214-covered programs. Section 214 programs include Public Housing, Section 8 Rental Certificate Program, and Section 8 Rental Voucher Program.
 - g. Any tenant evicted from federally-assisted housing by reason of drug-related criminal activity shall not be eligible for federally-assisted housing during the three-year period beginning from the date of such eviction, unless the evicted tenant presents evidence of completing a rehabilitation program approved by the Housing Authority and/or if the circumstances leading to eviction no longer exists.
 - h. The Housing Authority shall prohibit admission for any household member, who the Housing Authority determines is illegally using a controlled substance, or determines that a household member's 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 premises by other residents. The Quality Housing and Work Responsibility Act of 1998 further stipulates that individuals convicted of manufacturing or producing methamphetamine (speed) will be permanently denied admission to public housing and a current resident's tenancy will be immediately and permanently terminated if convicted of manufacturing or producing methamphetamine. (Ref. QWHRA Section 428).

(1) Substance abuse, as described in this policy, and drug-related criminal activity, as described in this policy, shall include, but not be limited to, the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802) and Section 428 of the FY 1999 HUD Appropriations Act).

In determining whether or not to deny admission to the Housing Authority any household, based on a pattern of alcohol or controlled substance abuse by a household member, the Housing Authority may consider whether or not such a household member:

- (1) Has successfully completed 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 controlled substance or abuse of alcohol (as applicable); or
- (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).
- i. The Housing Authority shall prohibit admission for any applicant or member of the applicant's household who the Housing Authority determines is or was, during the three-year period preceding the date when the applicant household would otherwise be selected for admission, engaged in any drug-related or violent criminal activity or other criminal activity which would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other residents or Housing Authority staff.
- j. The Housing Authority shall prohibit admission of any applicant or member of the applicant's household who has been convicted of a felony.
- k. The Housing Authority shall prohibit admission for any applicant or member of the applicant's household that the Housing Authority determines is subject to a lifetime registration requirement under a state sex offender registration program.
- I. The applicant family must have no record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, or any other history, which may be reasonably expected to adversely affect:
 - (1) The health, safety, or welfare of other residents;
 - (2) The peaceful enjoyment of the neighborhood by other residents; or
 - (3) The physical environment and fiscal stability of the neighborhood.

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- m. The applicant family must not have a record of grossly unsanitary or hazardous housekeeping. This includes the creation of a fire hazard through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In a case where a qualified agency is working with the applicant family to improve its housekeeping, and the agency reports that the applicant family shows potential for improvement, decision as to eligibility shall be reached after referral to and recommendation by the executive director or his/her designee. This category does not include applicant families whose housekeeping is found to be superficially unclean or lacks orderliness, where such conditions do not create a problem for the neighbors.
 - n. The applicant family must be able to demonstrate the capacity to discharge all lease obligations. This determination shall be made on a case-by-case basis and shall not be used to exclude a particular group by age, handicap, etc. In determining the applicant family's capacity to discharge all lease obligations, the Housing Authority must consider the family's ability to secure outside assistance in meeting those obligations.
 - o. If the applicant is a former resident of public housing or Section 8 housing programs administered by an agency, the applicant family must have a satisfactory record in meeting financial and other lease obligations. A former resident, who owes a balance to the Housing Authority, will not be considered for re-admission until the account is paid in full and reasonable assurance is obtained of the applicant's ability to meet his or her rent obligations.
 - p. The applicant must not have a history of non-compliance with rental agreements including failure to comply with the terms of the rental agreements on prior residence, such as providing shelter to unauthorized persons, keeping pets, or other acts in violation of rules and regulations, and painting or decorating without permission of the owner.
 - → Any applicant, who has been evicted from a public housing program or terminated from a Section 8 Rental Program, shall not be eligible to receive any type of housing assistance for three years.
 - q. The applicant family must have properly completed all application requirements, including verifications. Misrepresentation of income, family composition, or any other information affecting eligibility, rent, unit size, neighborhood assignment, etc., will result in the family's being declared ineligible. In the event the misrepresentation is discovered after admission, the family may be subsequently evicted, even if the family meets current eligibility criteria at that time.
 - r. Other factors affecting a final determination of eligibility include:
 - (1) Household has no outstanding indebtedness to the PHA or any other federal housing program (such as Fannie Mae, etc.).
 - (2) Family will occupy unit as their sole place of residence.

- 3. Substance abuse, as described in this policy, and drug-related criminal activity, as described in this policy, shall include, but not be limited to, the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802) and Section 428 of the FY 1999 HUD Appropriations Act).
- 4. Sources of information for eligibility determination may include, but are not limited to, the applicant (by means of interviews or home visits), landlords, employers, state agencies, family social workers, parole officers, court records, drug treatment centers, clinics, physicians, or police departments, where warranted by the particular circumstances. Information relative to the acceptance or rejection of an applicant shall be documented and placed in the applicant's file. Such documentation may include reports of interviews, letters, or written summaries of telephone conversations with reliable sources. At a minimum, such reports shall indicate the date, the source of information, including the name and title of the individual contacted, and a summary of the information received. [24 CFR 960.206(b)].
- 5. In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct or to factors that might indicate a reasonable probability of favorable future conduct or financial prospects. For example:
 - Evidence of rehabilitation.
 - b. Evidence of the applicant family's participation or willingness to participate in social services or other appropriate counseling service programs and the availability of such programs.
 - c. Evidence of the applicant family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.
 - d. In the case of applicants, whose capacity for independent living and discharge of lease obligations is in question, the resources actually available in support of the family, such as visiting nurses, homemakers, or live-in caretakers.
- 6. An otherwise ineligible handicapped applicant shall be eligible for admission if the problem resulting in the ineligibility can be addressed through reasonable accommodations.
- 7. Tenancy at properties for elderly and/or handicapped persons will be based upon the applicant's ability to live independently or to live independently with supportive services (such as Congregate Services, etc.).
- 8. The Housing Authority will not unnecessarily segregate individuals with handicaps to particular areas or developments. The Housing Authority will provide assistance to enable all individuals with handicaps to meet legal requirements. For example, the Housing Authority could provide interpreters, Braille or taped versions of leases, re-certifications, and other legal documents, whenever requested.

Chapter 4

Admissions & Occupancy Waiting List

A. Maintain a Waiting List

- 1. It will be the policy of the Vineland Housing Authority to maintain a waiting list in accordance with the rules and regulations of HUD.
- 2. Applicants shall be placed on the waiting list after the applicant has fully completed the formal admissions and occupancy application and all required documents are submitted to the Authority.
 - 3. Applications shall be stamped by time and date of the accepted application.

B. The Waiting List is by:

- 1. Date and time
- 2. HUD statutory regulations
- 3. Local preference

In selecting applicants for admission to our projects, local preferences will be according to the following procedure:

(a) Vineland Resident:

- (1) Veterans (DD-214 form required)
- (2) Working poor
- (3) Natural disaster (such as a fire or flood that results in the un-inhabitability of an applicant's unit through no fault of their own)
- (4) Government agency: An activity within the City of Vineland or by any state or local government body or agency in connection with code enforcement through no fault of the occupant, a public improvement, or development program)

This policy specifies that use of the residency preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family. [24 CFR 960.206 (4)(b)(iii)]

(b) Non-Vineland Resident:

- (1) Veterans (DD-214 form required)
- (2) Working poor
- (3)(3) Natural disaster (same as above)
- (4) Government agency (same as above)

C. All other applicants *not eligible* for a *local preference* shall be placed on the waiting list by date and time of application *only*. Families, who *claim no preference*, will be notified by the Housing Authority that their names will be retained on the waiting list as non-priority applicants. If, at some future time, their status changes in regard to a preference, they will be entitled to claim the preference and be added to the priority waiting list.

D. Management of Waiting List

- 1. The Housing Authority will update its waiting list by removing the names of any applicants, who are either no longer qualified or who are no longer interested in residency.
- 2. An applicant is required to update his/her application. On the anniversary date of the application, the Housing Authority will mail an updated request to the last known address. If no response is received, the applicant will be removed from the list.
- 3. The Housing Authority shall retain the privilege; and, at its discretion, it may close the waiting list (in part or in its entirety) or suspend taking applications at certain periods during the fiscal year. The Authority may also restrict the applications by size of units. The Authority will also have the privilege to close the waiting list completely.
- 4. Should the Housing Authority choose to exercise its privileges of closing, limiting, or restricting its application intake, or if the Authority opens its application intake, the Authority will notify the public in a public announcement, which shall be published in each of the local publications. This public notice shall also be posted at each of the sites within the Authority's domain.
- 5. If an applicant's situation (income or preference eligibility) changes after the original application was submitted, it is the responsibility of the applicant to notify the Housing Authority.

E. Waiting List Skipping

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

F. Updating of the Waiting List

1. The Housing Authority shall update the waiting list monthly in order to maintain the most current information. Applicants will be required to provide the Housing Authority with updated information in writing within a specified date. Applicants, who do not respond to the request to update, shall be removed from the waiting list. If the applicant's failure to respond was due to the applicant's disability, the Housing Authority shall provide reasonable accommodations to give the

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Chapter 5

Applications & Verification

Processing of Applications

- A. The applicant must obtain and submit a written application signed by a responsible member of the family which will contain all data and information necessary to enable the Authority to determine whether or not the family meets the conditions for admission.
- B. All applications will be dated, time stamped, and referred to a central resident selection and assignment office.

Screening

- A. Under Section 575 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority may require, as a condition of providing admission to the Housing Authority, that each adult member of the household provide a signed, written authorization for the Housing Authority to obtain records regarding such member of the household from the National Crime Information Center, police department, and other law enforcement agencies.
- B. Under Section 578 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority may require, as a condition of providing admission to the Housing Authority, that each adult member of the household provide a signed, written authorization for the Housing Authority to obtain records from state and local agencies to determine whether or not an applicant is subject to a lifetime registration requirement under a state sex offender registration program.

Before an adverse action is taken with respect to an applicant for occupancy on the basis that an individual is subject to a lifetime registration requirement under a state sex offender registration program, the Housing Authority shall provide the applicant with a copy of the registration information and an opportunity to dispute the accuracy and relevance of that information.

- C. Under Section 575 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority, notwithstanding any other provision of law other than the Public Health Service Act (42 USC 201 *et seq.*), may require each person, who applies for admission to the Housing Authority, to sign one or more forms of written consent authorizing the Housing Authority to receive information from a drug-abuse treatment facility that is solely related to whether or not the applicant is currently engaging in the illegal use of controlled substances. In a formal written consent, the Housing Authority shall request only whether or not the drug-abuse treatment facility has reasonable cause to believe that the applicant is currently engaging in the illegal use of a controlled substance.
 - D. The Housing Authority shall make an inquiry to a drug treatment facility if the Housing Authority receives information from the criminal record of the applicant that indicates

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evidence of prior arrest or conviction. The Housing Authority shall also make an inquiry to a drug treatment facility if the Housing Authority receives information from the records of prior tenancy of the

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applicant that demonstrates that the applicant engaged in the destruction of property, engaged in violent activity against another person, or interfered with the right of peaceful enjoyment of the premises of another tenant.

- E. The applicant's signed written consent shall expire automatically after the Housing Authority has made a final decision to either approve or deny the applicant's application for admittance to public housing.
- F. The term "currently engaging in the illegal use of a controlled substance" means the illegal use of a controlled substance that occurred recently enough to justify a reasonable belief that an applicant's illegal use of a controlled substance is current or that continuing illegal use of a controlled substance by the applicant is a real and ongoing problem.

G. Background Check of Applicant

- 1. A credit, landlord screening, and criminal check will be performed on every applicant prior to acceptance to occupancy.
- 2. The screening process shall include, but shall not be limited to, the following issues:
 - (a) Past and present performance in meeting financial obligations/commitments and rent payments.
 - (b) Poor housekeeping habits at prior residence which may adversely affect the health, safety, or welfare of other residents.
 - (c) A demonstration of disturbing behavior or the destruction of property.
 - (d) Non-compliance with terms of prior leases.
 - (e) Prior record of eviction from other subsidized housing for drug-related criminal activity or other criminal acts that would adversely affect the health, safety, or welfare of other residents.
 - (f) Any criminal activity or involvement of criminal activity of any household member of the applicant.

NOTE: Criminal involvement or activity includes, but is not limited to:

- (1) Physical violence
- (2) Criminal activity related to drug or substance abuse or distribution.
- (3) Destruction of property, etc.

In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors, which might indicate a reasonable probability of favorable future conduct or financial prospects. (Handbook 7465.1, Rev. 2, Appendix 6, p 3).

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Evidence of rehabilitation shall include, but not be limited to:

- 1. Applicant's documentation of rehabilitation;
- 2. Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs and the availability of such programs;
- 3. Evidence of the applicant family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.

H. Conditions for Denial

- 1. The applicant or resident currently owes rent or other amounts to PHA or to another agency in connection with Section 8 or Public Housing Program.
- 2. The applicant has committed any fraud in connection with any federal housing assistance program.
- 3. The applicant has violated any family obligation under any Section 8 existing program as stated on the Certificate of Family Participation or Housing Voucher.
- 4. The applicant has breached an "Agreement to Repay" any monies due the Housing Authority. If the applicant owes money as a prior participant, the applicant will not be accepted, nor placed on the waiting list, until payment in full has been received.
- 5. The applicant has an unacceptable police record wherein the applicant or any member of the household who has attained the age of 18 has within the past three years been convicted of a crime or has a history of criminal activity that would jeopardize the health, safety, and welfare of the community. Examples of unacceptable behavior includes, but is not limited to, violent behavior, confirmed drug or alcohol addiction or abuse, grossly unsanitary or hazardous housekeeping, history of disturbance of neighbors, destruction of property, or other disruptive or dangerous behavior of any family member regardless of age.

I. INS Denial

- 1. Assistance to applicant shall be denied in accordance with the procedures for any of the following events:
 - (a) Evidence of citizenship (i.e., the Declaration) and eligible immigration status is not submitted by the date specified or by the expiration of any extension granted; or,

- (b) Evidence of citizenship and eligible immigration status is submitted on a timely basis, but INS primary and secondary verification does not verify eligible immigration status of all family members; and,
 - (1) The family does not pursue INS appeal or Housing Authority informal hearing rights; or,

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(2) INS appeal and Housing Authority informal hearing rights are pursued, but the final appeal or hearing decisions are decided against the family member.

Records Management and Confidentiality

A. Records Management

- 1. All records obtained for the purpose of applicant screening shall be maintained confidentially and in accordance with Section 543 of the Public Health Service Act (12 USC 290dd-2) to ensure that the records are not misused or improperly disseminated and are properly destroyed.
- 2. All records obtained for the purpose of applicant screening shall be:
 - (a) Maintained in the applicant's file in a locked file cabinet.
 - (b) Destroyed no less than five business days after the date on which the Housing Authority gives the final approval for an application for admission.
 - (c) Destroyed in a timely manner if the Housing Authority denies the application and the date on which the statute of limitations for the commencement of a civil action from the applicant based upon that denial of admission has expired.

B. Confidentiality

- 1. The Housing Authority receiving information for the purpose of applicant screening shall not disclose to any person, who is not an officer, employee, or authorized representative of the Housing Authority and who has a job-related need to have access to the information in connection with admission of applicants, eviction of tenants, or termination of assistance. For judicial eviction proceedings, disclosures may be made to the extent necessary.
- 2. Any officer, employee, or authorized representative of the Housing Authority who knowingly and willfully requests or obtains any information concerning an applicant for, or tenant of the Housing Authority, under false pretenses, or any officer, employee, or authorized representative of the Housing Authority who knowingly and willfully discloses any such information in any manner to any individual not entitled under any law to receive it shall be dealt with according to the Personnel Policy.

Verification of Information

A. No applicant family shall be admitted to public housing without thorough verification of income, family composition, and all other factors pertaining to the applicant's eligibility, rent, unit size and type, priority rating, etc.

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The same type of verifications are required to process any interim or annual reexamination for public housing residents. Complete and accurate verification documentation shall be maintained for each applicant and resident.

- B. All information from each applicant must be verified. Any information relative to the acceptance or rejection of an applicant must be documented and placed in the applicant's file. This may include reports of interviews, letters, or telephone conversations with reliable sources. At a minimum, the information shall include the name and title of the individual contacted and a summary of the information received.
- C. Sources of information may include, but are not limited to, the applicant (by means of interview or home visit), landlords, employers, family, state agencies, social workers, parole officers, court records, drug treatment centers, clinics, physicians, or the police department, where necessary.

Methods of Verification of Applicant Information

It shall be the policy of the Authority to screen all applicants according to the HUD rules and regulations. Methods of verification of applicant information shall include, but not be limited to, the following:

A. Annual Income

- 1. Income is the most important factor in determining a family's eligibility for housing and is among the most likely element to be subject to misrepresentation or error. Consequently, the PHA must establish adequate methods of verifying income (including applicable deductions and exemptions) and will include:
 - (a) Up-Front Income Verification (UIV) ie. TASS, SWICA or other HUD sources
 - (b) Third-party verification through an employer or public agency or credit agency.
 - (c) Review of documentation provided by the family such as benefit checks, income tax returns, etc.
 - (d) Third-party Oral Verification
 - (e) Review of Documentation
 - (f) Certification Self Declaration
- Originals, photocopies, or carbon copies of documents in the applicant's possession, which substantiate his statements or a brief summary of the pertinent contents of such documents signed and dated by the staff member who viewed them. Such documents must be within 60-days current. No determinations will be made based upon

information/documents more than two months old.

2. Statements from self-employed persons and from persons whose earnings are irregular, such as salesmen, etc., sworn to before a notary, setting forth gross receipts, itemized expenses and net income (expenses incurred for business expansion or amortization of capital indebtedness are to be included in net income).

3. Assets

4. Verification of savings and checking accounts from banks and savings and loan institutions, newspaper stock quotations, insurance settlements (of any type), local government assessed property values, tax returns, etc.

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C. Family Size and Composition

1. The Housing Authority will rely on the declarations of the applicant related to family size, composition, and the relationship among the family members. (See Exhibit "A" – Applicant/Tenant Certification)

D. Age of Family Members

- 1. Proof of age is necessary when it is the sole factor determining eligibility or minor exemption; otherwise, the applicant's declarations may be accepted.
- 2. Certified birth certificates or other substantial proof of age to support claims to the various entitlements in these policies for each member of the household will be required.

E. Social Security Numbers

1. Verification of social security numbers must be provided for each household member. Verification sources include benefit receipts, tax returns, bank accounts, military services, etc.

F. Displaced Status

1. This verification may be obtained from source of displacement project reported.

G. Handicap or Disability

1. A physician's certificate on the handicap or disability shall be required when it is a factor in determining eligibility and rent. Verification in writing by a hospital, welfare agency, the Social Security Administration, vocational rehabilitation agencies, and similar sources are acceptable.

H. Receipts for Utility Services

I. "Zero Income"

1. For households reporting "zero" income, the Housing Authority will require statements

and verification from parties, who are identified as providing non-cash contributions such as groceries and clothing;

- → When verification cannot be accomplished by either form of third-party verification or review of documents, the applicant/resident will be required to submit a notarized statement.
- → Where a notarized statement has been accepted for income determination purposes, the family will be advised of the requirement to undergo a re-exam every 12 months or at the discretion of the Authority the re-exam may be completed on a monthly basis.

5.6

I. Home Visits

- 1. Home visits are made to the current address of the applicant prior to admission into the Authority as a resident. The sole purpose of conducting a home visit will be for the purpose of performing a housekeeping assessment and verification of actual residency.
- 2. The housekeeping assessment shall include an observation of the general condition of the dwelling, furniture, and appliances. The home visit will be utilized to determine if the premises shows evidence of property damage/destruction, unauthorized occupants, criminal activity, or any other information that is contradictory to the information provided on the application or at the time of the intake interview.

J. Notice of Rejection

1. Any applicant, who fails the home visit or any part of the screening process, will be sent a Notice of Rejection by certified (return receipt) mail and by first-class mail to the last-known address of record.

Verification of Citizenship/Eligible Immigrant Status

- A. To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals, who are neither, may elect not to contest their status. Eligible immigrants must fall into one of the categories specified by federal regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending. Proof of eligibility shall include the following:
 - 1. Citizens or nationals of the United States A signed declaration of U.S. citizenship under penalty of perjury.
 - 2. Eligible immigrants, who were participants and 62 years of age or over on June 19, 1995 A signed declaration of eligible immigration status and provide proof of age.

- 3. Non-citizens with eligible immigration status A signed declaration of status and verification consent form and original immigration documents, which are copied front and back and returned to the family. The PHA will verify the status through the INS SAVE system. If this primary verification fails to verify status, the PHA will request within 10 days that the INS conduct a manual search.
- 4. Ineligible family members, who do not claim to be citizens or eligible immigrants, must be listed on a statement of ineligible family members signed by the head of household or spouse. [24 CFR Part 200]
- 5. Non-citizen students on student visas are ineligible members, even though they are in the country lawfully. They must provide their student visas, but their status will not be verified. They do not sign a declaration but are listed on the statement of ineligible members.

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B. Failure to Provide

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

C. Time of Verification

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

D. Extensions of Time to Provide Documents

1. Extensions must be given for persons, who declare their eligible immigration status but need time to obtain the required documents. The length of the extension shall be based on individual circumstances. The Housing Authority will allow up to 60 days to provide the document or receipt issued by the INS for issuance of replacement documents.

E. Acceptable Documents of Eligible Immigration

- 1. The regulations stipulate that only the following documents are acceptable unless changes are published in the *Federal Register*:
 - → Resident Alien Card (I-551)
 - → Alien Registration Receipt Card (I-151)
 - → Arrival-Departure Record (I-94)
 - → Temporary Resident Card (I-688)
 - → Employment Authorization Card (I-688B)

- → Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified
- 2. A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.
- 3. The Housing Authority shall require the family head and other such family members as it designates to execute a HUD-approved release and consent authorizing any depository or private source of income, or any federal, state, or local agency to furnish or release to the PHA and to HUD such information as PHA or HUD determines to be necessary. Because eligibility for federal housing assistance is not based on a "declaration system" but upon verification of actual income and family circumstances, the Housing Authority is not limited to verification of data supplied by applicants or residents. Failure of an applicant to cooperate with the Housing Authority in obtaining verifications will result in the application's being declared incomplete and inactive. A tenant, who fails to cooperate or to release information, may be evicted.

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In addition, interim rent reductions will not be made for residents until after receipt of all required verifications. In consideration of the privacy rights of residents and applicants, the Housing Authority shall restrict its requests to those matters income, family composition, and other family circumstances, which are related to eligibility, rent, unit size and type, admission priority rating, or other lawful determinations made by the Housing Authority. If the verified data as listed in this policy is not more than two months old at the time an applicant is selected for admission and the applicant certifies by written statement that no change has occurred in his status, the data will be considered as reflecting the applicant family's status at the time of admission. If data is more than two months old, all factors are to be re-verified and findings recorded. As part of the application record of each applicant determined to be eligible for admission, the admitting officer or his supervisor shall certify that an investigation has been made of such family; and that on the basis of this investigation, it has been determined that the applicant and his family meet all the conditions governing eligibility.

F. Special Verification Requirements for Phase-In Rents

1. All residents, **who desire to claim** an earned-income exclusion under the phase-in rent policy, must report the new earned income or increased income within ten days after they begin. Failure to accurately and promptly report changes in employment or increased income (or other changes in income or family circumstances affecting eligibility for the same) will result in denial or loss of the earned-income exclusions. If such failure results in the resident's paying lower rent than he/she would have otherwise been required to pay, the resident is subject to the same penalties for any other failure to report income, including retroactive rent. **Residents qualifying under the phase-in rent program must report all changes in income within ten days after they occur.**

G. Earned Income Exclusion

1. In addition to such other verification as the Housing Authority shall require, any resident or applicant claiming an earned income exclusion shall be required to supply

documentation in a form prescribed by the Housing Authority from employers and social service agencies, as applicable.

- 4. No resident or applicant is automatically entitled to an earned income exclusion. Determination of the eligibility for the earned income exclusion is the sole responsibility of the Housing Authority. Notwithstanding the above, it is the responsibility of the resident/applicant to supply the complete and accurate information, which the Housing Authority requires to make an eligibility determination.
- 5. In the event that the Housing Authority determines that the information supplied by the resident and/or training agency is not adequate to determine eligibility, the Housing Authority may require additional information beyond that originally submitted. No exclusions will be granted until all information is obtained and verified.
- 6. An adverse decision on the eligibility of an existing resident for an earned income exclusion may be appealed through the resident grievance procedure (subject to limitations of that procedure, specially as they pertain to the inapplicability of the procedure to policy issues), but the Housing Authority shall not be liable for any retroactive payments due to reversal of an initial determination.

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H. Rent Changes

1. As with other interim rent changes, any reduction in rents, which result from the application of this policy shall be effective on the first day of the month following that month in which the eligibility for the deduction is determined. The Housing Authority shall not be liable for retroactive reductions if the resident fails to report the change within the required time period.

I. Rent Increases

1. Rent increases resulting from expiration of the phase-in disallowance period provided under the earned income exclusion, are effective on the first day of the following month. All other rent increases resulting from the application of this policy are implemented in the same manner as other increases resulting from changes in income or benefits. If the resident complies in an accurate and timely manner with all reporting requirements (including requirements to report any changes in training or employment status, which affect eligibility for exclusions), any increase in rent will be effective on the first day of the second month after the income changes are reported. Failure to meet reporting requirements will result in rent increase retroactive to the date the change actually took place.

J. Summary of Verified Data

- 1. A summary of verified information shall be prepared upon receipt of all required verification documentation and shall include the following determinations:
 - (a) Eligibility the applicant meets the definition of "family" as defined in this policy and income is within the appropriate income limits for admission.

- (b) Preferences
- (c) Date and time of completed application
- (d) Size of unit needed by family
- (e) Income exclusions and rent to be paid

Determination and Notification of Eligibility

A. Notification of Eligibility

- 1. Thorough investigation of each application will be conducted during the tenant interview. Eligibility will be verified by the PHA staff within the provisions of this policy. The tenant interview will be conducted at the time that the application is submitted for review
- 2. Apparently eligible applicant families will be notified that their eligibility determinations are tentative in nature, being largely based on declarations made by the applicant family, and are subject to further reviews prior to admission.

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- 3. Applicants determined to be qualified in terms of eligibility and screening will be notified by the Authority of a reasonable date of occupancy insofar that a date can be determined by staff.
- 4. The availability of a unit offered to an applicant is contingent upon several factors, among those being:
 - (a) A local preference takes precedence over non-resident applicants
 - (b) The availability of turnover
 - (c) A suitable accommodation for the individuals requiring 504 accommodations
- 5. In all cases, the Housing Authority reserves the right to withdraw any determination of eligibility, tentative or otherwise, when additional information indicates that the prior determination was inappropriate.

Ineligible Applicants

- A. Applicants, who have been determined to be ineligible for housing, will be promptly notified. These applicants will receive a Notice of Rejection by certified (return receipt) mail and first-class mail to the last known address of record.
- B. In the event an applicant family is determined to be ineligible, it shall also be informed in writing of the basis for this determination. An applicant family does not have the right to use the Tenant Grievance Procedure but will be given, upon request, the opportunity for an informal hearing to present such facts as it wishes. The applicant family will be advised that, should an informal

review be desired, a written request to this effect must be received by the PHA within five (5) working days of the date of the notification of ineligibility (at the discretion of the PHA).

C. In compliance with [24CFR 960.206], the Authority has established verification procedures for determining eligibility and ineligibility. All information relative to the acceptance or rejection of an applicant or the grant or denial of a ranking preference will be documented and placed into the applicant's file. Any and all such documents obtained through any "credit or investigative reporting agency" and used by the Authority in its efforts to determine eligibility or ineligibility shall be considered confidential and the property of the Authority. In order to be compliant under, "The Fair Credit Reporting Act", this information shall not be copied to the Applicant.

D. Informal Review

- 1. If a request for a review is received within the specified five-day period, PHA will notify the applicant in writing of the scheduled time and date of review.
- 2. The PHA will appoint a review officer to conduct the informal review. The review officer shall be a Housing Authority employee or other designated individual, who did not participate in the original determination of denial. The review officer shall not be a subordinate of the party who made the original decision to deny.
- 3. The applicant will be apprised that he/she may be represented by legal counsel or other representative at his/her own expense.

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- 4. The PHA will present factual or other basis for its decision. The applicant may also present his/her position. Subject to the direction of the review officer, the applicant and the Housing Authority may offer and examine evidence and question any witnesses.
- 5. The review officer will issue a written decision, stating the facts and/or other basis for the decision. The decision or any other issue of fact will be based solely upon evidence presented at the hearing. A copy of the decision will be furnished to the applicant.
- 6. The PHA will not be bound by a decision of the review officer where it is determined that the officer exceeded his/her authority or has made a determination which is inconsistent with HUD regulations, federal statutes, or state or local law that imposes obligations on applicants or residents.
- 7. The record of such review/determination will be maintained by the Housing Authority's Application Office.

Chapter 6

Criteria for Selection of Residents

A. Introduction

- 1. Tenants will be selected from among eligible applicants for dwellings of given sizes and within such ranges of rent as may be established from time to time to insure the financial solvency and stability of the low-rent housing program.
- 2. The following criteria shall be reasonably related to achieving the basic objective, within a reasonable period of time of housing tenant families with income in line with the QHWRA rules and regulations of low-income families in this Authority's area of operation, as defined in state law and with rent-paying ability sufficient to achieve financial stability of the project or projects. In order to achieve these goals, the Authority will:
 - a. Determine the eligibility of an applicant in regards to the local preference.
 - b. Determine the income distribution of all income-eligible families in the Authority's jurisdiction.
 - c. Determine the actual income distribution of all residents.

B. Tenant Selection Criteria

The following criteria will be used in selecting families for occupancy beyond the basic conditions governing eligibility:

- 1. Applicant's past performance in meeting financial obligations, especially rent.
- 2. History of recent serious criminal activity includes cases in which a member of the family, who is expected to reside in the household, was or is engaged in serious criminal activity.
- 3. Pattern of violent behavior includes evidence of repeated acts of violence on the part of an individual or of a pattern of conduct constituting a danger to peaceful occupation of neighbors.
- 4. Confirmed drug addiction includes evidence of confirmed drug addiction such as an arrest for possession or use of heroin or other addictive narcotics, or reports from a probation officer, a social agency, or the family itself to the effect that the individual is addicted. In cases where the confirmed addict is undergoing treatment by a professional agency after discharge from an institution, the applicant shall not be considered ineligible.

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- 5. Rape or sexual deviation includes individuals, who have been involved as offenders in rape, indecent exposure, sodomy, carnal abuse, and impairing the morals of a minor. Exception is permitted in such offense when evidence from a reliable source shows that the person may be considered rehabilitated.
- 6. Grossly unsanitary or hazardous housekeeping includes the creation of a fire hazard through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, improper disposal of garbage; or serious neglect of the premises. In cases where a qualified agency is working with the family to improve its housekeeping and the agency reports that the family shows potential for improvement, decision as to eligibility shall be reached after review by the Authority. This category does not include families, whose housekeeping is found to be superficially unclean or to lack orderliness, where such conditions do not create a problem for neighbors.
- 7. Record of serious disturbance of neighbors, destruction of property, or other disruptive or dangerous behavior consists of patterns of behavior which endanger the life, safety, or welfare of other persons by physical violence, gross negligence, or irresponsibility; which damage the equipment or premises in which the applicant resides; or which are seriously disturbing to neighbors or disrupts sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. This includes neglect of children which endangers their health, safety, or welfare; judicial termination of tenancy in previous housing on the grounds of nuisance or objectionable conduct; or alcoholism or

frequent loud parties, which have resulted in serious disturbance of neighbors.

Applicant Selection and Assignment

A. Dwelling Unit Offers

- 1. The PHA will make one unit offer. If this unit is rejected, the applicant goes to the bottom of the waiting list.
- 2. When the applicant is matched to the specific unit, that dwelling unit becomes "non-rentable" until the offer is made and accepted or rejected. In order to reduce vacancy loss, it is necessary that processing from this point move as quickly as possible. To that end, the following conditions shall apply to dwelling unit offers:
 - a. As an applicant moves near the top of the waiting list, the Housing Authority will contact the applicant family to determine continued interest, to update the application for final processing, to alert the applicant that an offer is likely in the near future, and to inform the applicant about the requirements for move-in, such as utility deposits, security deposits, etc.
 - b. Upon availability for occupancy, an applicant will be offered a unit.
 - c. Upon offer of an apartment, the applicant shall have two days to accept or reject the apartment. Failure to give an answer within the prescribed time period shall be counted as rejection of the offer.

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d. Upon acceptance of the offer, the applicant will then be assigned a deadline for move-in. Before the end of this period, the applicant must complete all outstanding pre-occupancy requirements, such as joint HQS unit inspection, establishment of utility services, leasing interview, and lease execution. Failure to complete move-in requirements within the assigned period will result in withdrawal of the offer and inactivation of the application.

3. Unit Refusals

- a. Applicants will be made one offer of a unit of appropriate size and type. Should the family reject the offer, the family will be placed at the bottom of the waiting list.
- b. Upon return to the top of the waiting list, such an applicant would be made an offer in accordance with the provisions of this policy. Upon refusal of one such offer, including any in neighborhoods previously refused, the application shall again be placed at the bottom of the waiting list.
- c. When an applicant refuses an offer of an apartment, his/her application shall be returned to the bottom of the waiting list, unless the applicant can document that a move at that time would create an undue hardship on the family which is **NOT** related to race, creed, sex, national origin, religion, handicap, or familial status.

- d. Applicants not responding to an offer of housing by the PHA shall be ruled ineligible, and their application will be removed to the inactive/ineligible file and so documented.
- e. An applicant will have two working days to accept or reject an offer of housing after receipt of notice of unit availability. Failure to respond to a notice of unit availability will be treated as a "no" response.

Occupancy Provisions

A. Ineligibility for Admission for Drug Use or Alcohol Abuse

- 1. The Authority will not consider, nor accept applications for admission from persons if the Authority determines there is reasonable cause to believe the applicant or other individuals named by the applicant as household members engage in a pattern of illegal use of controlled substance or abuse of alcohol, and this pattern of behavior may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- 2. The Vineland Housing Authority may waive this policy prohibiting accepting of an application in these circumstances if the person demonstrates to the VHA's satisfaction that the person is no longer engaging in illegal use of controlled substance or abuse of alcohol and:
 - → has successfully completed a supervised drug or alcohol rehabilitation program;
 - → has otherwise been rehabilitated successfully; or
 - → is participating in a supervised drug or alcohol rehabilitation program.

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3. Ineligibility if Evicted for Drug-Related Activity

- a. Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance.
- b. Persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for admission to any Vineland Housing Authority program for a five-year period beginning on the date of such eviction.

The Vineland Housing Authority may waive this requirement if:

- → the person demonstrates successful completion of a rehabilitation program approved by the VHA; or
- → the circumstances leading to the eviction no longer exist. (Example: the individual convicted of the drug-related offense is no longer a member of the applicant's household.)

4. Ineligibility for Admission Due to Criminal Activity

- 1. The Vineland Housing Authority will not consider nor accept an application for admission to any of its programs from a person if the Authority determines there is reasonable cause to believe the applicant or other person(s) named by the applicant as a household member exhibits a history of criminal behavior, including violent crimes or any other crimes, that would pose a threat to the life, health, safety, or right to peaceful enjoyment of the premises by other residents.
- 2. The Housing Authority may waive this policy prohibiting admission in these circumstances if the person demonstrates to the Housing Authority's satisfaction that the person is no longer engaging in the criminal behavior and the likelihood of that behavior is no longer probable. Evidence of rehabilitation may be considered along with any other evidence suggesting favorable conduct in the future.

6.4

Chapter 7

Occupancy

A. Occupancy Standards – Bedroom Size

1. Bedroom size is based upon HUD guidelines, and the following standards will determine the number of bedrooms required to accommodate a family of a given size:

Bedroom standards are:

Number of Bedrooms	Minimum Persons	Maximum Persons
0	1	1
1	2	2
2	2	4
3	4	6
4	6	8
5	8	10
6	10	12

- 2. The above standards regarding the minimum and maximum number of persons, who will occupy a unit will be applied within the restraints of financial solvency and program stability. The PHA will also assign units based on the type of unit needed by the individual applicant or applicant family. When it is found that the size of the dwelling is no longer suitable for the family in accordance with these standards, the family will be required to move as soon as a dwelling of appropriate size becomes available. These families will be transferred in accordance with the Transfer Policy. In the situation where a tenant requires a different size dwelling unit, and the tenant has either an outstanding balance, a history of poor housekeeping standards, or destruction of property, or has not been a desirable tenant, the tenant will be deemed ineligible for transfer and will be referred for termination.
 - (a) An applicant, who is single and childless at the time of the application, but is pregnant at the time of the application, or who is in the "legal" process of obtaining legal custody of a child under the age of 18, will be admitted to a two-bedroom apartment. If the birth or the custody does not transpire, the applicant will not be eligible for the status of "family" and will be considered as a single person requiring the appropriate bedroom size.

7.1

- (b) The head of each household and his/her spouse (unless medical reasons dictate) are assigned to one bedroom.
- (c) Two children of the same sex are expected to share one room.
- (d) Foster children are normally included in determining unit size.
- (e) Persons of different generations, persons of the opposite sex (other than spouses), and unrelated adults will not be required to share a bedroom.
- (f) A live-in care attendant, who is not a member of the family, will not be required to share a bedroom with another member of the household.
- (g) Space may be provided for a child, who is away at school, but who lives with

the family during school recesses.

- (h) A single parent or head of household will not be expected to share a bedroom with his/her child or children.
- (i) A family member, who has a specific health reason such as a handicap and/or disability, will be considered for a larger unit.
- (j) Living room space is not permitted to "double" as a bedroom.
- 3. Upon admission, bedrooms shall be occupied by not more than two persons. For continued occupancy, exceptions to this requirement may be waived based on existing conditions affecting family members. These conditions may include one or more of the following:
 - (a) Relationship of family members to one another
 - (b) Ages of household members
 - (c) Sex of persons to occupy the unit
 - (d) Handicap
 - (e) Other individual circumstances

B. Assignment Policies

- 1. Residents will be assigned to dwelling units based upon HUD rules and regulations and the Civil Rights Act to accrue equal opportunity and non-discrimination on the grounds of race, color, sex, or national origin, and to avoid segregation, or handicap status.
- 2. As dwelling units become available for occupancy, the Authority will offer the **NEXT ELIGIBLE** applicant on the waiting list an opportunity for a dwelling of appropriate size and type. Should the applicant turn down the unit, the applicant will be placed at the bottom of the waiting list with a new date.

7.2

C. Occupancy of Handicapped-Accessible Dwelling Units

- 1. Before offering a vacant handicapped-accessible unit to an applicant, who is not handicapped, the Authority will offer to transfer a current resident, who has a handicap, which requires the accessibility features of the vacant unit, but is not presently living in a handicap unit.
- 2. After current residents are offered a handicapped-accessible unit, yet the unit remains vacant, eligible applicants on the waiting list will be offered the units.
- 3. If a non-handicapped applicant accepts a handicapped-accessible unit, the Housing Authority will reserve the right to transfer the non-handicapped resident into a unit, which is not handicapped accessible.

4. Those units designated for the mobility impaired shall be offered to applicants, who require the accessibility features of that unit.

D. Transfers

1. Transfers will be made without regard to race, color, or national origin, or handicap, or to accommodate handicap unit for mobility impaired.

E. Transfer Policy

1. Transfers will be made to alleviate overcrowding and under-utilization of space. A transfer list will be maintained, which shall include the date the need for a transfer was evidenced by the Authority, number of persons in the unit, and the unit size.

F. Leasing of Dwelling Units

1. Lease Agreement

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

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

2. Each lease shall specify the unit to be occupied, the date of admission, the size of the unit to be occupied, all family members who will live in the unit, the rent to be charged, the date rent is due and payable, other charges under the lease, and the terms of occupancy. It shall be explained in detail to the head of household or other responsible adult before execution of the lease.

7.3

The lease shall be kept current at all times. If a resident family transfers to a different
unit in the same or another PHA community, the existing lease will be canceled. A
new lease will be executed by the head of household for the unit to which the family
is to move.

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

4. If, through any cause, a signer of the lease ceases to be a member of the resident family, the lease is to be voided; and a new lease agreement executed and signed by a remaining member of the family, who can qualify as a lessee, provided such person meets

the requirements and provided the family is otherwise eligible for continued occupancy.

- 5. During tenure of a lease agreement, changes in rent or household composition shall be made in the following manner:
 - (a) Changes in rent may be made by proper notice to the resident, dated and signed by both resident and the Authority. Such notices shall become part of the existing lease.
 - (b) Changes in household composition may be related to Resident Certification or Re-certification forms, whichever is later.
 - (c) Required documents are made part of the dwelling lease by reference. These include, but are not limited to, the Admissions and Continued Occupancy Policy, (ACOP) and other related documents.
 - (d) Cancellation of a tenant's lease is to be in accordance with provisions of the lease. Generally, the lease shall not be canceled or not reviewed except for serious or repeated violations of its terms by the tenant. Written records shall be maintained containing the pertinent details of each eviction.
 - (e) Live-in caretakers, as defined, will not be party of the lease nor will the caretaker's income be taken into consideration in the calculation of resident rent. Families requiring live-in caretaker assistance must have such assistance approved by the PHA prior to the caretaker's occupancy in the dwelling unit. In the event that the family vacates the unit, the caretaker will be required to vacate, as well. In no case will the caretaker be considered the remaining member of the tenant family.

G. Notification of Applicant

- 1. Each applicant determined to be eligible shall be promptly notified by the Housing Authority of such determination and of the approximate date of occupancy.
- 2. Each applicant determined to be ineligible shall be promptly notified by the Housing Authority (in writing) of such determination with the reasons therefore and of his right, upon his request within a reasonable time, to an informal hearing on the determination in order to make such reply or explanation as he may wish.

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3. Applications found ineligible and/or withdrawn for any reason are removed from the active file permanently. These applicants are not denied the opportunity to file a new application, setting forth a new application number and date in accordance with the date of filing new application.

H. Security Deposit

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

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

Admission of Additional Members to a Current Household

A. Purpose

1. Population in excess of the number of persons for which a neighborhood or unit was designed is often the cause of many serious management problems including crime, vandalism, excessive maintenance costs, and low tenant satisfaction. It is with this in mind that this section of this ACOP is established.

B. Application Procedure

1. The resident of a household that wishes to add additional members to their household must first submit a written application in the form prescribed by management for approval by the executive director or his/her designee.

C. Eligibility Criteria

- 1. All new member(s) must be determined eligible in accordance with the eligibility criteria.
- 2. The unit in which new members are requesting admission shall not be overcrowded and shall be maintained in accordance with the Occupancy Standards.

D. Application Denial

- 1. The PHA may deny the application for any of the following reasons:
 - (a) Applicant(s) do not meet eligibility criteria.
 - (b) The dwelling unit is overcrowded or would exceed the Occupancy Standards.
 - (c) Applicant(s) do not meet the criteria for family.

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- (d) Applicant(s) are former members of resident family and have since become emancipated and are attempting to re-enter household for support or other reasons.
- (e) Other reasons as determined from time to time by the executive director or his designee.

E. Additions Which Do Not Require Approval of the Applications

1. The PHA shall not deny approval for any of the following:

- (a) Newborn infants of members currently on the lease.
- (b) Minor children of members currently on the lease, who were removed from their care by court action and are being returned.

F. House Guests

1. Dwelling units are adequate in size for the resident family only. No house guest will be permitted to reside in any unit in excess of 14 calendar days per year.

Approval Process for Residents Requesting Permission to Operate a Business in the Unit

A. Prior to making a determination, the resident shall request the PHA's permission in writing and include in the request a complete outline of business activities and other data as may be requested, by the PHA. When a resident desires to operate a legal profit-making business from the leased unit, the PHA shall use the following factors in determining whether or not such activities are incidental to the primary use of the lease unit:

- 1. Local building health codes, requirements for license or governmental approval.
- 2. Local zoning ordinances.
- 3. The effect on PHA insurance coverage.
- 4. Utility consumption.
- 5. Possible damage to the leased unit.
- 6. Estimated traffic and parking.
- 7. Disturbance of other residents.
- 8. Attraction of non-residents to the neighborhoods.
- 9. Possible use of tenant business as a cover for drug-related activities

7.6

Special Occupancy Provisions

A. Occupancy by Police Officers

1. The Housing Authority may allow a police officer(s), who is not otherwise eligible for

residence in public housing, to reside in a Housing Authority dwelling unit for the purpose of increasing security for residents of the Housing Authority.

2. A "police officer" means any person determined by the Housing Authority to be, during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a federal, state, or local government or by any agency thereof.

B. Terms and Conditions of Tenancy

- 1. The Housing Authority shall make known to federal, state, city, and county law enforcement agencies within the Housing Authority's jurisdiction of the Housing Authority's policy to allow police officers to reside in a public housing dwelling unit. Police officers will be required to submit proof of family size and proof of full-time employment as a police officer. The police officer will be charged ceiling or flat rent for the unit. The police officer(s) will be required to sign a dwelling lease and will be bound by the provisions of the lease. Family composition and proof of employment will be re-examined not to exceed 12 months of occupancy of the unit. Loss of status of full-time employment as a police officer will result in an interim re-examination to determine income eligibility. If the resident does not meet income eligibility requirements following loss of full-time employment as a police officer, the resident will be issued a notice to vacate the unit.
- 2. Police officer(s) will be assigned vacant units within the development stipulated above. If the development(s) is/are 100% occupied, and a police officer has completed the required paperwork for occupancy of a dwelling unit, the next available dwelling unit in the target developments will be offered to the police officer. Current residents will not be required to vacate units for occupancy by police officers unless the resident agrees to move, and there is a comparable unit available for the family. In such a case, the Housing Authority will pay moving expenses for the family.

7.7

Chapter 8

Admissions & Continued Occupancy Policy

Eligibility for Continued Occupancy

- A. There is to be eligible for continued occupancy in the PHA communities only those residents:
 - 1. Who qualify as a family as defined by federal requirements and this policy (See Chapter 13).
 - 2. Who conform to the Occupancy Standard established for lower-income housing.
 - 3. Whose past performance in meeting financial obligations -- especially rent and other charges -- is satisfactory.
 - 4. Whose family members have no record of disturbance of neighbors, destruction of property, unsafe living habits, substance abuse, or any other history, which may be reasonably expected to adversely affect:
 - a. The health, safety, or welfare of other residents
 - b. The peaceful enjoyment of the neighborhood by other residents
 - c. The physical environment and fiscal stability of the neighborhood
 - 5. Whose family does not have a record of grossly unsanitary or hazardous housekeeping. This includes the creation of fire hazards through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In cases where a qualified agency is working with the family to improve its housekeeping and the agency reports that the family shows potential for improvement, a decision as to the eligibility shall be reached after a referral with the executive director or his/her designee. This category does not include families, whose housekeeping is found to be superficially unclean or lacks orderliness, where such conditions do not create a problem for the neighbors.
 - 6. Who have not been involved in drug-related or criminal activity.
 - 7. Who have not been convicted of a crime.
 - 8. Who are not currently engaging in the use of controlled substances and/or engaging in alcohol abuse.
 - 7. Who is not subject to a lifetime registration requirement under the state sex offender registration program.

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- 10. Who meet the requirements for community service or participation in self-sufficiency programs
- 11. Who continue to occupy the apartment on a full-time basis. Occupancy of another dwelling unit or failure to occupy the unit for a period greater than 60 days, shall be grounds for termination

of the lease.

- 12. Who are, with the aid of such assistance as is actually available to the family, physically and mentally able to care for themselves and their apartment and to discharge all lease obligations. Remaining member(s) of a resident family may be permitted to remain in occupancy provided that the Housing Authority, in its sole judgment, determines that the remaining person(s) is/are:
 - a. Otherwise eligible for continued occupancy; and
 - b. Capable of carrying out all lease obligations including, but not limited to, rent payment, care of the apartment, and proper conduct; and
 - c. Willing to assume all lease obligations of the prior leaseholder, including all payments under the lease; and
 - d. Legally competent to execute a lease in his/her/their own name(s)
- 13. In the event of the receipt of unfavorable information, consideration will be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct or financial prospects. For example:
 - a. Evidence of rehabilitation as verified by a duly qualified professional or representative of state or local government;
 - b. Evidence of the family's participation in, or willingness to participate in, social services or appropriate counseling service programs and the availability of such programs;
 - c. Evidence of the family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.

B. Citizenship/Eligible Immigration Status

- 1. In order to remain eligible for continued occupancy, a family member must be a U.S. citizen or eligible immigrant. Individuals, who are neither, may elect not to contest their status. Eligible immigrants are persons, who are in one of the six immigrant categories as specified by HUD.
- 2. For the Citizenship/Eligible Immigration requirements, the status of each member of the family is considered individually before the family's status is defined.
 - a. Mixed families: A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed." Such families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

8.2

b. *No eligible members:* Families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

c. *Non-citizen students:* Defined by HUD in the non-citizen regulations and are not eligible for assistance.

Inspections and Re-Examinations

A. Inspections

1. Move-In Inspections

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

B. Uniform Physical Conditions Standards (UPCS) & Housing Quality Standard-HQS

- 1. The Housing Authority shall maintain its public housing properties in a condition that complies with standards that meet or exceed the housing quality standards established by HUD. Such housing standards shall ensure that dwelling units are safe and habitable.
- 2. The Housing Authority shall inspect all units annually in accordance with the Secretary's requirements. The Housing Authority shall retain the results of such inspections and, upon request of the Secretary, the Inspector General for the Department of Housing and Urban Development, or any other auditor conducting an audit under Section 5(h), shall make such results available.
- 3. Using UPCS and HQS protocols, inspections shall be conducted using the PHA's forms and shall document unreported maintenance problems and verify if the unit is being kept in a decent, safe, and sanitary manner. Copies of the inspection(s) will be provided to the family, noting any deficiencies to be corrected by the family or the PHA. Where the family has been advised to take corrective action, the PHA staff will conduct a follow-up inspection not to exceed 30 days, if such corrective action is of a general nature.
- 4. Where the corrective action to be taken is necessary to remedy an immediate threat to health and/or safety, the re-inspection will occur within 24 hours. Non-compliance by the family can result in termination of tenancy.

- 1. Prior to the family's vacating a dwelling unit, the family will be encouraged to participate in a move-out inspection along with a member of the PHA staff. The actual move-out inspection will not be conducted until the family has vacated the unit. The condition of the dwelling unit will be recorded on the inspection form utilized for the pre-occupancy inspection of the same dwelling unit, allowing for a comparison of pre- and post-occupancy conditions. Any claim against the family for tenant-caused damages will be based upon this comparison.
- 2. Following move-out by the family, renovation and/or redecoration of the dwelling unit as a result of the family's occupancy will be accomplished. Charges for items of repair, renovation, and/or redecoration of the dwelling unit made necessary by abuse, negligence, or deliberate destruction by the family will be assessed against the family's security deposit. Should the security deposit prove insufficient relative to the actual cost of such repairs, PHA management will take any and all actions at its disposal to collect the remaining balance from the family.

Re-Certifications

[24 CFR 960.209]

A. Annual Re-Examinations

- 1. At least once each year, or as requested by management, residents must furnish such accurate information to management regarding family composition, employment, and family income, as may be necessary to make determination with respect to rent, eligibility, and the appropriateness of dwelling size.
 - a. Verification may include, but is not limited to, earning reports from employers, certified copies of state and federal income tax returns of any member of the household, W-2 forms, etc.
 - b. Approximately one month prior to a resident's re-exam date, a letter will be sent to the residents notifying them of their scheduled appointment for re-certification.
 - c. If the tenant does not provide proof of income or family composition, a notice will be sent to the resident giving the resident ten days to provide the requested information in accordance with the lease. The notice will also inform the resident that failure to provide the requested information may result in termination of the lease or rent will be adjusted to fair market rent.
 - d. The length of time from date of admission to date of first re-examination may not exceed 12 months, according to current federal regulations. Therefore, in order to fit a new resident into the established schedule, the first regularly scheduled re-examination may be conducted in a period of less than 12 months.
 - e. Each resident household is to be notified in writing of any changes required in rent or unit occupied and of any misrepresentations or lease violations revealed by the re-examination and the corrective action to be taken.

B. Special Re-Examination of Residents

- 1. If it is not possible at the time of admission or regular re-examination of a resident family to determine annual family income with any reasonable degree of accuracy, a temporary determination of income and rent is to be made; and a special re-examination will be scheduled within 30, 60, or 90 days depending upon the family's circumstances. The resident is to be notified in writing of the date of the special re-examination.
- 2. If annual family income can reasonably be established at the time scheduled, the reexamination is to be completed and actions taken as appropriate. If a reasonable anticipation of annual family income cannot be made, another special re-examination is to be scheduled.
- 3. It shall be the policy of the Vineland Housing Authority to examine the monthly financial circumstances of *all residents*, who report a *zero income*. It is the responsibility of the resident to provide physical proof of a zero income. In the event that a resident does not provide proof of the zero income, the Authority reserves the right to begin eviction procedures.

C. Interim Adjustment of Rent

- 1. Rent shall be adjusted either upward or downward in cases of unanticipated changes in family/household circumstances; such changes *may include, but are not limited to:*
 - a. Loss or addition of family/household member.
 - b. Commencement or termination of public assistance.
 - c. Gain or loss of employment or income source.
 - d. Gain or loss of family member qualifying as a full-time student.
 - e. Rent calculations and/or procedures changed or altered by federal law.

In cases of ten-month employment cycles; for example, public school food service workers, custodial workers, and teacher aides, no interim rent changes shall be effective during the two months of non-employment. Instead, the ten-month income shall be considered annual income and shall be computed on a 12-month basis following the normal eligible deductions for dependents, etc.

- 2. Residents are responsible to notify management of changes in circumstances within 10 days of such occurrence.
- 3. Failure to report reduction in family income in a timely manner will not result in retroactive rent reduction. Failure to report in a timely manner changes in family income will result in retroactive adjustment/increase.
- 4. Decrease in rent will become effective the first of the month after the change is reported. Increases in rent will become effective the first of the second month.

- 5. Interim re-examinations will be conducted as necessary in accordance with changes in program requirements or in administrative procedures.
- 6. Interim decreases in rent shall become effective the first month following that in which the tenant reported the change except that in the corrections of error. All changes must be reported and verified prior to the 15th day of the month in order for the decrease to be effective the first of the following month.
- 7. The PHA reserves the right to require participating families to undergo an interim reexamination to comply with changes to HUD rules and regulations.

D. Processing Re-Examinations

- 1. All re-examinations shall be processed under the following conditions:
 - a. All data must be verified and documented as required. The Housing Authority will not adjust rent downward until satisfactory verification is received. Verification must be received by the 15th of the month in order for the decrease to be effective on the first of the following month.
 - b. Lease terminations resulting from re-examinations shall be conducted in accordance with the terms of the lease.
 - c. Families that are determined to be in an incorrect size or type of unit will be placed on the Transfer List in accordance with the Transfer Policy.
 - d. All interim changes in tenant's rent are to be made by a standard "Notice of Rent Adjustment," which shall become a part of the lease. Changes in rent resulting from Annual Re-examination shall be incorporated into the new lease, which shall be executed by the Housing Authority and the tenant or by "Notice of Rent Adjustment."
 - e. Interim decreases in rent shall be effective on the first day of the month following the month in which the change was reported in writing and verification is completed to the satisfaction of the Housing Authority, as long as the verification has been completed by the 20th of the month.
 - f. If it is found that a tenant has misrepresented or failed to report facts upon which his rent is based so that he is paying less than he/she should be paying, the increase in rent shall be made retroactively to the date that the increase would have taken effect. The tenant may be required to pay within seven days of official notification by PHA, the difference between the rent he has paid and the amount he should have paid. In addition, the tenant may be subject to civil and criminal penalties. Any misrepresentation is a serious lease violation that may result in termination of the lease.
 - g. The executive director of the Housing Authority or his/her officially designated

representative shall certify on every application for admission or continued occupancy that all claims have been verified and that the determination of the Housing Authority is correct.

8.6

Termination of the Dwelling Lease

- A. The Housing Authority shall not terminate or refuse to renew a lease agreement other than for serious or repeated violation of the terms of the lease, violation of applicable federal, state, or local laws, or other good cause. The dwelling lease shall be terminated by the Housing Authority in accordance with applicable HUD regulations.
 - 1. "Good cause" as used in this section means serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or to fulfill the resident obligations set forth in the lease.
 - 2. The Housing Authority may terminate the lease for any occupancy violation of Section 576(b) of the Quality Housing and Work Responsibility Act of 1998 (relating to the ineligibility of illegal drug users and alcohol abusers) or the furnishing of any false or misleading information pursuant to Section 577 of such Act (relating to termination of tenancy and assistance for illegal drug users and alcohol abusers), **or** Section 428 relating to the conviction for manufacturing or producing methamphetamine (speed).
 - 3. The Housing Authority may terminate the lease if the Housing Authority determines that the resident is illegally using a controlled substance or whose illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
 - 4. The Housing Authority may terminate the lease for any activity by any household member, on or off the premises, that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Housing Authority.
 - 5. The Housing Authority may terminate the lease for any violent or drug-related criminal activity on or off of the premises of the Housing Authority, or any activity resulting in a felony conviction.
 - a. The term "drug-related and/or criminal activity" for the purpose of this policy means the illegal manufacture, sale, distribution, use, or possession with intent to sell, distribute, or use of a controlled substance and/or the possession of drug paraphernalia. [24 CFR 966.4(12)(B)(ii)]
 - b. The Housing Authority reserves the right to terminate tenancy for criminal activity before or after conviction of the crime.
 - 6. The Housing Authority may terminate the lease for failure to meet community service or participation in self-sufficiency program requirements. [24 CFR 960.607(b)]
 - 7. The Housing Authority may terminate the lease for failure to pay charges, including late charges or charges for damage to Housing Authority property.

8. The Housing Authority may terminate the lease for lying about material facts in any written Housing Authority statements.

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- 9. The Housing Authority may terminate the lease for serious or repeated damage or destruction of Housing Authority property.
- 10. The Housing Authority may terminate the lease for making or keeping a threat to the health or safety of other residents or Housing Authority employees.
- 11. The Housing Authority may terminate the lease for failure to maintain resident-purchased utilities.
- 12. The Housing Authority may terminate the lease for allowing unauthorized guests to remain in the household. PHA management may find that extenuating circumstances exist, however. The Housing Authority will terminate the lease of any resident, whose address has been used by an individual other than a member of the household as their address; e.g., driver's license, job application, etc.
- 13. Procedure for termination of the lease shall be as follows:
 - a. The Housing Authority shall give 14 days written notice of termination if said termination is caused by resident's failure to pay rent.
 - b. The Housing Authority shall give a reasonable time period, but not to exceed 30 days, if the health or safety of other tenants, Housing Authority employees, or persons residing in the immediate vicinity of the premises is threatened, or in the event of any drug-related or violent criminal activity or any felony conviction.
 - c. The Housing Authority shall give 30 days written notice of termination in all other cases.
 - d. A written record of every lease termination shall be maintained by the Authority and shall contain the following information:
 - (1) Name and identification of the unit occupied.
 - (2) Date and copy of Notice of Termination.
 - (3) Specific reason(s) for Notice to Terminate.
 - (4) Date and method of notifying tenant of reasons for lease termination.
 - (5) Summary of any conference(s) with the tenant, including names of conference participants.

Abandonment of a Unit

A. The PHA may take possession of the dwelling after a resident has moved out. In the absence of actual knowledge of abandonment, it shall be presumed that the resident has

abandoned the dwelling if the resident is absent from the dwelling for a period of 15 days; and the resident has

not notified the PHA in writing in advance of an intended absence or otherwise as provided in this agreement. The following criteria will be used in determining if the unit has been abandoned.

- 1. Some or all of utilities have been turned off.
- 2. A dramatic reduction in utility/electric bills.
- 3. Repeated inability to contact the resident.
- 4. Incarceration or sentencing of the head of household for more than 30 days.
- 5. No personal possessions remaining in the apartment.

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

Community Service and Family Self-Sufficiency

[24 CFR Subpart F, Section 960.600 - 960.609]

A. Policy Statement

- 1. It is the policy of the Housing Authority to enhance and promote economic and social self-sufficiency. As such, the Housing Authority shall provide the following for the enhancement of the economic and social self-sufficiency of assisted families:
 - a. *Income Mix* (the PHA may establish and utilize income-mix criteria for the selection of residents).
 - b. *Targeting* (mandatory)
 - (1) Not less than 40% of dwelling units owned by the Housing Authority shall be occupied by families, whose incomes at the time of commencement of occupancy, do not exceed 30% of the area median income.
 - c. Administration of Qualifying Community Services or Self-Sufficiency Activities of Residents for Economic Self-Sufficiency (mandatory)
 - (1) The PHA **may** administer qualifying community service or economic self-sufficiency activities directly, **or may** make such activities available through a contractor, **or** through partnerships with qualified organizations, including resident organizations, and community agencies or institutions. [24 CFR 960.605 (b)]

B. Definition of "Economic Self-Sufficiency Program"

1. Any program designed to encourage, assist, train, or facilitate the economic independence of participants and their families or to provide work for participants, including programs for job training, employment counseling, work placement, basic skills training, education, work fare, financial or household management, apprenticeship, or other activities as the Secretary may provide.

C. Definition of "Community Services"

1. Community service is the performance of voluntary work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, or/and increase the self-responsibility of the resident within the community in which the resident resides. Political activity is excluded. [24 CFR 960.601 (b)]

D. Community Service and Family Self-Sufficiency Requirement

- 1. As a condition of continued occupancy, excluding residents under Paragraph D (Exemptions) below, each adult resident of the Housing Authority shall:
 - a. Contribute eight hours per month of community service (not including political activities) within the community in which that adult resides; or [24 CFR 960.603 (1)]
 - b. Participate in an economic self-sufficiency program for eight hours per month. [24 CFR 960.603 (2)]
 - c. Performs eight hours per month of combined activities [24 CFR 960.603 (3)]

E. **Exemptions** [24 CFR 960.601(b)(1)(2)(i)(ii)(3)(4)(5)]

- 1. Exemptions to Paragraph C (Community Service and Family Self-Sufficiency Requirement) above shall be made for any individual, who:
 - a. Is 62 years of age or older.
 - b. Is a blind or disabled individual defined under Section 216(i)(1) or 1614 of the Social Security Act [42 USC 416(i)(1); 1382c] and who is unable to comply with this section or is a primary caretaker of such individual.
 - c. Is engaged in a work activity (as such term is defined in Section 407(d) of the Social Security Act [42 USC 607(d)], as in effect on and after July 1, 1997).
 - d. Meets the requirements for being exempted from having to engage in a work activity under the state program funded under Part A of Title IV of the Social Security

Act (42 USC 601 *et seq*) or under any other welfare program of the state in which the public housing agency is located, including a state-administered welfare-to-work program.

e. Is in a family receiving assistance under a state program funded under Part A of Title IV of the Social Security Act (42 USC 601 *et seq*) or under any other welfare program of the state in which public housing agency is located, including a state-administered welfare-to-work program, and has not been found by the state or other administering entity to be in non-compliance with such program.

F. Annual Determinations [24 CFR 960.605 (4)]

1. For each public housing resident, the Housing Authority shall, 30 days before the expiration of each lease term of the resident, review and determine the compliance of the resident with the requirement under Paragraph C (Community Service and Family Self-

Sufficiency Requirement above. A family member, who is required to fulfill a service requirement, MUST provide signed certification to the Authority by such organization that the family member has performed such qualifying activities. A "qualifying activity" 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)] Such determinations shall be made in accordance with the principles of due process and on a non-discriminatory basis.

G. Non-Compliance [24 CFR 960.607(b)]

- 1. If the Housing Authority determines that the resident subject to the requirement under Paragraph C (Community Service and Family Self-Sufficiency Requirement) has not complied with the requirement, the Housing Authority shall notify the resident in writing of such non-compliance. The written notification shall state that the determination of non-compliance is subject to the administrative grievance procedure and that failure by the resident to enter into an agreement, before the expiration of the lease term, to cure any non-compliance by participating in an economic self-sufficiency program for, or contributing to community service, as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease, may be cause for lease termination.
- 2. The Housing Authority shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes an adult member subject to the requirement under Paragraph C (Community Service and Family Self-Sufficiency Requirement), who has been determined to be not compliant with the requirements under Paragraph C (Community Service and Family Self-Sufficiency Requirement) and has failed to attempt to cure the non-compliance.

H. Location of the Community Service or Family Self-Sufficiency Program

1. Adult residents subject to the requirement under Paragraph C (Community Service and Family Self-Sufficiency Requirement) may participate in a community service or an economic self-sufficiency program at a location not owned by the Housing Authority.

I. Treatment of Income Changes Resulting from Welfare Program Requirements [24 CFR 960.615]

1. This section applies to families that receive benefits for welfare or public assistance from a state or other public agency under a program for which the federal, state, or local law relating to the program requires, as a condition of eligibility for assistance under the program, participation of a member of the family in an economic self-sufficiency program.

a. Decreases in Income for Failure to Comply

(1) For families, whose welfare or public assistance benefits are reduced because of failure of any family member to comply with the conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased

b. Fraud

(1) For families, whose welfare or public assistance benefits are reduced because of an act of fraud by member of the family under the law or program, the amount required to be paid by the family as a monthly contribution toward rent **shall not be decreased** during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to fraud.

c. Reduction Based on Time Limit for Assistance

(1) The amount required to be paid as a monthly contribution toward rent by a family, whose welfare or public assistance benefits are reduced as a result of the expiration of a lifetime time limit for a family, and not as a result of failure to comply with program requirements, **shall be decreased** during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to expiration of a lifetime time limit.

d. Notice

(1) The Housing Authority shall obtain written notification from the relevant welfare or public assistance agency specifying that the family's benefits have been reduced and cause for reduction prior to re-determination of monthly contribution toward rent.

e. Grievance

(1) Any family affected by Paragraph H (Treatment of Income Changes Resulting from Welfare Program Requirements), 1a and 1b, above shall have the right to review the determination through the Housing Authority's grievance procedure.

8.12

Fraud

- A. If the PHA has reason to believe that a family may have (or had before participating in the public housing programs) committed fraud, bribery, or other corrupt or criminal acts, the PHA will take action to determine whether or not there has been program abuse. Once the PHA determines that fraud has occurred and decides to terminate the lease due to fraud, the PHA will provide the family with a 30-day Notice to Evict. The PHA may require repayment by the family. Further, the PHA shall refer all fraud cases to the Regional Inspector General for Investigation (RIGID) or to local or state prosecutors with a copy to RIGID for investigation and possible criminal prosecution.
- B. The Housing Authority considers the misrepresentation of income and family circumstances to be a serious lease and policy violation as well as a crime and will take appropriate action if apparent fraud is discovered. Specifically:
 - 1. An applicant family, who has misrepresented income or family circumstances, may be declared ineligible for housing assistance.
 - 2. If any examination of the tenant's file discloses that the tenant made any misrepresentation (at the time of admission or any previous re-examination date) which resulted in his/her being classified as eligible when, in fact, he/she was ineligible, the tenant may be required to vacate the apartment even though he/she may be currently eligible.
 - 3. A tenant family, who has made misrepresentation of income or family circumstances, is subject to both eviction and being declared ineligible for future housing assistance.
 - 4. If it is found that the tenant's misrepresentations resulted in his/her paying a lower tenant rent than he/she should have paid, he/she will be required to pay the difference between rent owed and the amount that should have been paid. This amount shall be paid whether or not the tenant remains in occupancy, but failure to pay under terms established by the Housing Authority shall always result in immediate termination of the lease. The Housing Authority reserves the right to demand full payment within seven days.
 - 5. The Housing Authority shall report apparent cases of tenant or applicant fraud to the appropriate government agency. It shall be the policy of the PHA to press state and federal authorities for prosecution of cases, which, in the Housing Authority's judgment, appear to constitute willful and deliberate misrepresentation.

Chapter 9

Rent Collection Policy

A. Minimum Rental Amount

1. The PHA has established a minimum total tenant payment of \$50 per month, which will be implemented as required by 24CFR5.630.

B. Rent Collection

- 1. Rent is due on the first of each month and is considered late if not paid by the fifth working day of the month.
- 2. Payment must be in the office by the end of the fifth (5) working day or a late charge of \$25 will be added to the monthly rental payment.
- 3. A **14-day Notice of Termination** will be served on the tenant on the sixth day of the month if rent is not paid. If the total rental payment due is not paid within 14 days, the PHA will file a summons and complaint for non-payment of rent with the District Court for all monies due and for possession of the unit. Rent will be accepted up until the court date. Should the resident wish to settle the suit out of court, resident payment shall include all past due rent, late fees, court filing fees, and other reasonable costs associated with the filing of the eviction. Payment in the form of money order and/or cashier's check only will be accepted.
- 4. Method of rent payments. Rent payments will be accepted in money orders and/or checks only. If a check is returned for Non-Sufficient Funds or other reason, the VHA will not accept checks from that point forward.

For initial rent payment and security deposit, payment must be in the form of a money order and/or cashier's check.

No cash will be accepted for any form of payment.

5. If a family is served three late rent notices within a 12-month period, their lease shall be terminated for chronic rent delinquency.

C. Payments After the Delinquency Date

1. The family may enter into a written agreement with the PHA or court to pay back all outstanding indebtedness, including unpaid maintenance charges and retro-rent, plus incurred charges. Repayment agreements will not be entered into for delinquent rent. The option to enter into an agreement shall be solely at the discretion of the PHA. Any such agreement must provide for a quick payout of debt, not to exceed an agreed-upon time payment for payment of total debt. Any resident failing to make payments in accordance with the terms of the agreement to repay, the PHA shall serve a Notice to Vacate to the family.

Should the PHA be required to enforce the terms of the lease agreement through legal action, all related court costs, attorney fees, plus any outstanding indebtedness will be included in the judgment.

D. Retroactive Rent Charges

1. Retroactive rent charges will be due and payable in full within 30 days of written notice. A repayment schedule may be established allowing a longer period upon approval of the executive director.

E. Vacated Tenants with Balances

1. Tenants, who vacate with balances due to the Authority, will be forwarded to the attorney for collection action.

F. Terms and Conditions of Payment of Security Deposits

- 1. Prior to lease signing, the Housing Authority must receive full payment of the security deposit. However, where the family moves in on other than the first of the month, the rent will be pro-rated for that month; but the full security deposit will still be due at the time of lease execution.
- 2. In properties designated for the exclusive occupancy by elderly, handicapped, or disabled persons, the PHA will allow the keeping of pets in accordance with the Housing Authority's Pet Policy. A condition of pet ownership is the payment of a pet deposit according to the Pet Policy.
- 3. In the event of damages discovered at move-out, the family's security deposit will be reduced by the amount necessary to execute repairs above "normal wear and tear." Any remaining balance will be refunded to the resident under the following conditions.
 - a. The resident leaves a forwarding address or makes arrangements to pick up the deposit in person.
 - b. The resident owes no other charges for excess utility consumption, late fees on rental payments, etc.
 - c. The remaining balance will be paid within 30 days of move-out.

G. Terms and Conditions of Other Charges in Addition to Rent

- 1. The resident agrees to pay for all repairs made to the unit due to resident damage or neglect. The resident must pay such charges at the first of the month following the charge.
- 2. The Authority shall establish non-rental charges and periodically update such charges, as necessary.
 - a. Utility allowances

- b. Excess utility charges
- c. Charges for damages
- d. Fees for late payment of rent, legal fees, and court costs
- e. After-hours lock out
- f. Resident-requested change of locks
- g. Any insurance deductible resulting from a claim for damages caused by the negligence/fault of the resident shall be charged to the resident.

3. Any non-rental charges that remain for 45 days after billing become unpaid rent.

4. There will be no charge for labor during regular working hours in cases when the repair or replacement is not due to the neglect or abuse by the tenant.

H. Emergency Calls

- 1. The Housing Authority reserves the right to determine what is an emergency.
- 2. The Housing Authority will only respond to emergency calls that directly affect the health and safety of residents or to protect Housing Authority property from further damage. Examples are, but not limited to:
 - a. Elevator problems
 - b. Plumbing problems
 - c. Electric problems
 - d. Heating problems
- 3. If an emergency occurs *prior* to the close of the business day, the tenant **must** call the Housing Authority immediately. If a resident fails to notify the Housing Authority in a timely manner of a "known" emergency/condition, the resident may be held financially responsible for damage and/or cost of repair.
- 4. Any repair, which is not an emergency, will be scheduled for the next regular working day. The Housing Authority reserves the right to determine what is an emergency.

I. Exemption for Hardship Circumstances [24 CFR 960.253(f)(3)(i)]

- 1. The Housing Authority shall immediately grant an exemption from application of the **minimum monthly rental amount** to any family unable to pay such amount because of financial hardship, which shall include situations in which:
 - 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 Nationality Act and who would be entitled to public 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 imposition of the minimum rent requirement.
 - c. The income of the family has decreased, because of changed circumstances, including loss of employment.
 - d. A death of a resident family member has occurred.
- 2. If a resident request a hardship exemption, and the Housing Authority reasonably determine the hardship to be of a temporary nature, an exemption shall not be granted during the 90-day period beginning upon the making of a request for the exemption. A resident shall not be evicted during the 90-day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long-term basis, the Housing Authority shall retroactively exempt the resident from applicability of the minimum rent requirement for such 90-day period.

J. Family Choice of Rental Payment [24 CFR 960.253]

- 1. The Housing Authority shall provide two rent options for any public housing dwelling unit owned, assisted, or operated by the Housing Authority:
 - a. Flat Rents/Ceiling Rents [24 CFR 960.253(b)(1)]
 - (1) The flat rental amount for the dwelling unit shall be based on the rental value of the unit as determined by the Housing Authority; or,
 - b. Income-Based Rents [24 CFR 960.253(c)(1)(2)(3)]
 - (1) The monthly rental amount shall not exceed (up to) 30% of the monthly- adjusted income. Income-based rents shall not be less than the minimum rental amount.

- (2) The term "adjusted income" means, with respect to the family, the amount of income of the members of the family residing in a dwelling unit or the persons on a lease after any income exclusions as follows:
 - (a) \$400 for any elderly or disabled family.
 - (b) The amount by which 3% of the annual family income is exceeded by the sum of:
 - (i) **Un-reimbursed documented medical expenses** for any elderly family or disabled family using IRS Publication 502 Guidance (See Exhibit "F")
 - (ii) Un-reimbursed reasonable **attendant care** and **auxiliary apparatus** expenses for each handicapped member of the family, to the extent necessary to enable any member of such family (including such handicapped member) to be employed.
 - (iii) Any reasonable **childcare expenses** necessary to enable a member of the family to be employed or to further his or her education.
 - (iv) \$480 for each member of the family residing in the household (other than the head of the household or his or her spouse), who is less than 18 years of age or is attending school or vocational training on a full-time basis, or who is 18 years of age or older and is a person with disabilities.
 - (v) Any **payment made** by a member of the family for the **support and maintenance of any child**, who does **not** reside in the household, except that the amount excluded under this clause may not exceed \$480 for each child for whom such payment is made.
 - (vi) Any **payment made** by a member of the family for the **support and maintenance of any spouse** or **former spouse**, who does not reside in the household, except that the amount excluded under this clause shall not exceed the lesser of:
 - The amount that such family member has legal obligation to pay; or,
 - **2** \$550 for each individual for whom such payment is made.

(vii) The amount of any earned income of a member of the family, who is not:

- 18 years of age or older, and
- **2** The head of the household (or the spouse of the head of the household).

K. Switching Rent Determination Methods Because of Hardship Circumstances [24 CFR 960.253 (3)(f)(i)(2)(3)(i)(iii)]

- 1. In the case of a family that has elected to pay rent in the amount equal to the flat rent/ceiling rent for the dwelling unit, the Housing Authority shall immediately provide for the family to pay rent in the amount equal to income-based rent during the period for which such election was made upon a determination that the family is unable to pay the amount determined, because of financial hardship, including:
 - a. Situations in which the income of the family has decreased, because of changed circumstances, loss or reduction of employment, death in the family, and reduction in or loss of income or other assistance:
 - b. An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education, or similar items; or,
 - c. Such other situations as may be determined by the Housing Authority.
- 2. Families switching rent determination method, because of hardship circumstances, shall be limited to one rent switch within a 12-month period. Such rent switches are subject to interim re-examination provisions as detailed in this policy.

L. Encouragement of Self-Sufficiency [24 CFR960.255(b)(1)(2)]

- 1. It is the policy of the Housing Authority to encourage and reward employment and economic self-sufficiency. As such, the Housing Authority may provide the following as incentives for employment and economic self-sufficiency:
 - a. Disallowance of earned income (EID) from rent determinations (mandatory)
 - (1) When a family member becomes employed after being unemployed for at least one year, or when income increases during the participation in any family self-sufficiency or job training program, or who is or was assisted

under TANF within six months and whose earned income increases, rent **shall not** increase for 12 months after commencing work.

NOTE: Maximum four-year disallowance. The disallowance of increased income of an individual family member is limited to a lifetime 48-month period starting from the initial exclusion date. [24 CFR 960.255 (6)(1)(2)(3)]

b. Phase-in of Rent Increases (mandatory)

(1) Upon expiration of the 12-month period of disallowance of earned income from rent determinations, the rent payable by the family shall be increased due to continued employment of the family member, except that during the 12-month period beginning upon such expiration, the amount of the increase may not be greater than 50% of the amount of the total rent increase that would be applicable. (Rent may only increase by 50% of what it normally would during the next 12-month period.)

M. Treatment of Income Changes Resulting from Welfare Program Requirements

1. This section applies to families that receive benefits for welfare or public assistance from a state or other public agency under a program for which the federal, state, or local law relating to the program requires, as a condition of eligibility for assistance under the program, participation of a member of the family in an economic self-sufficiency program.

a. Decreases in Income for Failure to Comply

(1) For families, whose welfare or public assistance benefits are reduced because of failure of any family member to comply with the conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased.

b. Fraud

(1) For families, whose welfare or public assistance benefits are reduced because of an act of fraud by a member of the family under the law or program, the amount required to be paid by the family as a monthly contribution toward rent **shall not be decreased** during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to fraud.

c. Reduction Based on Time Limit for Assistance

(1) The amount required to be paid as a monthly contribution toward rent by a family, whose welfare or public assistance benefits are reduced as a result of the expiration of a lifetime time limit for a family, and not as a result of failure to comply with program requirements, **shall be decreased** during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to expiration of a lifetime time limit.

d. Notice

(1) The Housing Authority shall obtain written notification from the relevant welfare or public assistance agency specifying that the family's benefits have been reduced and cause for reduction prior to redetermination of monthly contribution toward rent.

e. Grievance

(1) Any family affected by Paragraph M (Treatment of Income Changes Resulting from Welfare Program Requirements), 1a and 1b above, shall have the right to review the determination through the Housing Authority's grievance procedure.

N. Utility Allowances

Olivio Towers: Residents living at this site supply their own interior electric.

The PHA provides a utility allowance.

Scattered Rental

Units: Residents living at this site supply their own heat and

and electric. The PHA provides a utility allowance.

Chapter 10

Evictions

Eviction Procedure

- A. Notice of Termination to the resident shall state reasons for the eviction and shall inform the resident of his/her right to make such reply as he/she may wish and of his/her right to request a hearing in accordance with the Authority's Grievance Procedure. (See Exhibit "D" Grievance Procedure of the Housing Authority of the City of Vineland).
- B. A written record of every eviction shall be maintained by the Authority and shall contain the following information:
 - 1. Name of resident and identification of unit occupied.
 - 2. Date of Notice to Vacate.
 - 3. Specific reason(s) for Notice to Vacate. For example, if a resident is being evicted because of undesirable actions, the record should detail the actions, which resulted in the determination that eviction should be instituted.
 - 4. Date and method of notifying resident with summary of any conferences with resident, including names of conference participants.
 - 5. Detailed summary of any grievance or appeal processed and resolved pursuant to the Authority's Grievance Procedure.
 - 6. No eviction action shall be instituted, nor court costs or legal fees assessed, until after the notice period has expired or a Grievance Hearing has been completed.

Chapter II

House Rules

The Housing Authority may establish "reasonable" House Rules for each complex:

House Rules – Parkview Apartments

- 1. Parking: Please refer to the site-specific Parking Regulations.
- 2. The Police Department has been given Power of Attorney to enforce all loitering, curfew, and trespassing ordinances. Visitors to your household must be made aware by you of this fact and come to and leave your unit in a way that does not infringe on the rights of the other residents.
- 3. Residents must bag their trash and take their trash out to the dumpsters daily. Residents are not allowed to keep trashcans outside their doorways. Recyclables must be disposed of as instructed by the City Recycling Office.
- 4. Residents may not leave belongings outside of their apartments at entryways or on porches where they could impede access to the unit, create a fire or health hazard, or become unsightly and detract from the neat and clean appearance of the building.
- 5. Since the Housing Authority charges for lock-outs that occur after normal business hours, residents are advised to leave an apartment door key with a friend or neighbor in the building.

House Rules - Asselta Acres

- 1. Parking: Please refer to the site-specific Parking Regulations.
- 2. The Police Department has been given Power of Attorney to enforce all loitering, curfew, and trespassing ordinances. Visitors to your household must be made aware by you of this fact and come to and leave your unit in a way that does not infringe on the rights of the other residents.
- 3. Residents must bag their trash and take their trash out to the dumpsters daily. Residents are not allowed to keep trashcans outside their doorways. Recyclables must be disposed of as instructed by the City Recycling Office.
- 4. Residents may not leave belongings outside of their apartments at entryways or on porches where they could impede access to the unit, create a fire or health hazard, or become unsightly and detract from the neat and clean appearance of the building.
- 5. Since the Housing Authority charges for lock-outs that occur after normal business hours, residents are advised to leave an apartment door key with a friend or neighbor in the building.

House Rules - Kidston Towers

- 8. Parking: Please refer to the site-specific Parking Regulations.
- 9. The Police Department has been given Power of Attorney to enforce all loitering, curfew, and trespassing ordinances. Visitors to your household must be made aware by you of this fact and come to and leave your unit in a way that does not infringe on the rights of the other residents.
- 10. Residents must bag their trash and throw the bags down the trash chutes. Loose garbage must not be dumped down the chutes. Recyclables must be disposed of as instructed by the City Recycling Office.
- 11. Residents may not leave items such as plants or knickknack stands in interior common hallways or elevator lobby areas.
- 12. Laundry facilities are for the exclusive use of Housing Authority residents.
- 13. Since the Housing Authority charges for lock-outs that occur after normal business hours, residents are advised to leave an apartment door key with a friend or neighbor in the building.
- 14. Residents may not prop open entry or emergency doors or do anything else to allow entry into the building by anyone except through the use of the passkey/entry fob or by the use of the intercom-entry system. Residents are not to allow anyone into the building unless they recognize the individual as another resident, a VHA staff member, or a visitor of the resident opening the door. DO NOT LET ANYONE IN WHO IS NOT COMING TO SEE YOU.
- 15. While your dwelling lease allows for reasonable visitation by family and friends, babysitting by residents on a regular basis is not permitted. When the actions of residents or their visitors disrupt the peace and quiet of other residents in the development, this activity must stop altogether.

House Rules - Olivio Towers

- 1. Parking: Please refer to the site-specific Parking Regulations.
- 2. The Police Department has been given Power of Attorney to enforce all loitering, curfew, and trespassing ordinances. Visitors to your household must be made aware by you of this fact and come to and leave your unit in a way that does not infringe on the rights of the other residents.
- 3. Residents must bag their trash and throw the bags down the trash chutes. Loose garbage must not be dumped down the chutes. Recyclables must be disposed of as instructed by the City Recycling Office.
- 4. Residents may not leave items such as plants or knickknack stands in interior common hallways or elevator lobby areas.
- 5. Laundry facilities are for the exclusive use of Housing Authority residents.
- 6. Since the Housing Authority charges for lock-outs that occur after normal business hours, residents are advised to leave an apartment door key with a friend or neighbor in the building.
- 7. Residents may not prop open entry or emergency doors or do anything else to allow entry into the building by anyone except through the use of the passkey/entry fob or by the use of the intercom-entry system. Residents are not to allow anyone into the building unless they recognize the individual as another resident, a VHA staff member, or a visitor of the resident opening the door. DO NOT LET ANYONE IN WHO IS NOT COMING TO SEE YOU.
- 8. While your dwelling lease allows for reasonable visitation by family and friends, babysitting by residents on a regular basis is not permitted. When the actions of residents or their visitors disrupt the peace and quiet of other residents in the development, this activity must stop altogether.

House Rules - Tarkiln Acres

- 1. Parking: Please refer to the site-specific Parking Regulations.
- 2. The Police Department has been given Power of Attorney to enforce all loitering, curfew, and trespassing ordinances. Visitors to your household must be made aware by you of this fact and come to and leave your unit in a way that does not infringe on the rights of the other residents.
- 3. Residents must bag their trash and take their trash out to the dumpsters daily. Residents are not allowed to keep trashcans outside their doorways. Recyclables must be disposed of as instructed by the City Recycling Office.
- 4. Residents may not leave belongings outside of their apartments at entryways or on porches where they could impede access to the unit, create a fire or health hazard, or become unsightly and detract from the neat and clean appearance of the building.
- 5. Laundry facilities are for the exclusive use of Housing Authority residents.
- 6. Since the Housing Authority charges for lock-outs that occur after normal business hours, residents are advised to leave an apartment door key with a friend or neighbor in the building.
- 7. Residents, who have registered a dog with the main office in accordance with the Housing Authority's Pet Policy, must exercise their dog on leash away from other apartments. The dog's waste must be picked up and disposed of in the trash dumpsters not left on the ground.
- 8. While your dwelling lease allows for reasonable visitation by family and friends, babysitting by residents on a regular basis is not permitted. When the actions of residents or their visitors disrupt the peace and quiet of other residents in the development, this activity must stop altogether.

House Rules - D'Orazio Terrace

- 1. Parking: Please refer to the site-specific Parking Regulations.
- 2. The Police Department has been given Power of Attorney to enforce all loitering, curfew, and trespassing ordinances. Visitors to your household must be made aware by you of this fact and come to and leave your unit in a way that does not infringe on the rights of the other residents.
- 3. Residents must bag their trash and take their trash out to the dumpsters daily. Residents are not allowed to keep trashcans outside their doorways. Recyclables must be disposed of as instructed by the City Recycling Office.
- 4. Residents may not leave belongings outside of their apartments at entryways or on porches where they could impede access to the unit, create a fire or health hazard, or become unsightly and detract from the neat and clean appearance of the building.
- 5. Laundry facilities are for the exclusive use of Housing Authority residents.
- 6. Since the Housing Authority charges for lock-outs that occur after normal business hours, residents are advised to leave an apartment door key with a friend or neighbor in the building.
- 7. Residents, who have registered a dog with the main office in accordance with the Housing Authority's Pet Policy, must exercise their dog on leash away from other apartments. The dog's waste must be picked up and disposed of in the trash dumpsters not left on the ground.
- 8. While your dwelling lease allows for reasonable visitation by family and friends, babysitting by residents on a regular basis is not permitted. When the actions of residents or their visitors disrupt the peace and quiet of other residents in the development, this activity must stop altogether.

Parking Regulations

Parking regulations were written to create, maintain, and ensure a clean, safe environment in which residents of the Vineland Housing Authority may park their vehicles. These regulations also include instructions to Housing Authority residents concerning proper parking procedures of privately owned vehicles on premises owned and operated by the Vineland Housing Authority.

There are specific parking regulations for senior sites and for scattered site homes.

Kidston Towers Apartments

Any resident wishing to park a motor vehicle on site must first register the vehicle at the Vineland Housing Authority's main office and display a Vineland Housing Authority Parking Decal on the vehicle's rear window.

To register any vehicle, the resident must produce his or her valid New Jersey driver's license, valid vehicle registration in the name of the Vineland Housing Authority resident, and a current vehicle insurance identification card. These documents must list Kidston Towers Apartments (1040 East Landis Avenue) as the address of record.

Residents may register only one vehicle per household. If a senior couple feels that they need to operate more than one vehicle, they must meet with the Vineland Housing Authority's executive director to receive approval before another vehicle may be registered.

If a resident changes vehicles, the old sticker must be scraped off and returned to the Housing Authority's office before a new vehicle may be registered.

All vehicles must be parked in designated and marked parking stalls on the bituminous surfaced parking lots. Vehicles may not be parked on the concrete ramps and sidewalk areas or on unpaved areas. Vehicles may not be parked along the curbs in the entryways to the parking lots or in front of fire hydrants. Vehicles may not be parked in front of trash dumpsters or along the curbs on the interior driveways.

Residents, who plan to have visitor's park on site overnight, must notify the Housing Authority ahead of time and secure a Visitor Parking Permit from the office to display on the visitor's dashboard.

Major auto repairs may not be performed on site. Waste oil and/or other vehicle fluids may not be disposed of in storm drains.

Olivio Towers Apartments

Any resident wishing to park a motor vehicle on site must first register the vehicle at the Vineland Housing Authority's main office and display a Vineland Housing Authority Parking Decal on the vehicle's rear window.

To register any vehicle, the resident must produce his or her valid New Jersey driver's license, valid vehicle registration in the name of the Vineland Housing Authority resident, and a current vehicle insurance identification card. These documents must list Olivio Towers Apartments (1044 East Landis Avenue) as the address of record.

Residents may register only one vehicle per household. If a senior couple feels that they need to operate more than one vehicle, they must meet with the Vineland Housing Authority's executive director to receive approval before another vehicle may be registered.

If a resident changes vehicles, the old sticker must be scraped off and returned to the Housing Authority's office before a new vehicle may be registered.

All vehicles must be parked in designated and marked parking stalls on the bituminous surfaced parking lots. Vehicles may not be parked on the concrete ramps and sidewalk areas or on unpaved areas. Vehicles may not be parked along the curbs in the entryways to the parking lots or in front of fire hydrants. Vehicles may not be parked in front of trash dumpsters or along the curbs on the interior driveways.

Residents, who plan to have visitor's park on site overnight, must notify the Housing Authority ahead of time and secure a Visitor Parking Permit from the office to display on the visitor's dashboard.

Major auto repairs may not be performed on site. Waste oil and/or other vehicle fluids may not be disposed of in storm drains.

D'Orazio Terrace Apartments

Any resident wishing to park a motor vehicle on site must first register the vehicle at the Vineland Housing Authority's main office and display a Vineland Housing Authority Parking Decal on the vehicle's rear window.

To register any vehicle, the resident must produce his or her valid New Jersey driver's license, valid vehicle registration in the name of the Vineland Housing Authority resident, and a current vehicle insurance identification card. These documents must list D'Orazio Terrace Apartments (84 South West Avenue) as the address of record.

Residents may register only one vehicle per household. If a senior couple feels that they need to operate more than one vehicle, they must meet with the Vineland Housing Authority's executive director to receive approval before another vehicle may be registered.

If a resident changes vehicles, the old sticker must be scraped off and returned to the Housing Authority's office before a new vehicle may be registered.

All vehicles must be parked in designated and marked parking stalls on the bituminous surfaced parking lots. Vehicles may not be parked on the concrete ramps and sidewalk areas or on unpaved areas. Vehicles may not be parked along the curbs in the entryways to the parking lots or in front of fire hydrants. Vehicles may not be parked in front of trash dumpsters or along the curbs on the interior streets. Vehicles may be parked along the curb on South West Avenue.

Residents, who plan to have visitors park on site overnight, must notify the Housing Authority ahead of time and secure a Visitor Parking Permit from the office to display on the visitor's dashboard.

Major auto repairs may not be performed on site. Waste oil and/or other vehicle fluids may not be disposed of in storm drains.

Tarkiln Acres Apartments

Any resident wishing to park a motor vehicle on site must first register the vehicle at the Vineland Housing Authority's main office and display a Vineland Housing Authority Parking Decal on the vehicle's rear window.

To register any vehicle, the resident must produce his or her valid New Jersey driver's license, valid vehicle registration in the name of the Vineland Housing Authority resident, and a current vehicle insurance identification card. These documents must list Tarkiln Acres Apartments (191 West Chestnut Avenue) as the address of record.

Residents may register only one vehicle per household. If a senior couple feels that they need to operate more than one vehicle, they must meet with the Vineland Housing Authority's executive director to receive approval before another vehicle may be registered.

If a resident changes vehicles, the old sticker must be scraped off and returned to the Housing Authority's office before a new vehicle may be registered.

All vehicles must be parked in designated and marked parking stalls on the bituminous surfaced parking lots. Vehicles may not be parked on the concrete ramps and sidewalk areas or on unpaved areas. Vehicles may not be parked along the curbs in the entryways to the parking lots or in front of fire hydrants. Vehicles may not be parked in front of trash dumpsters or along the curbs on the interior streets. Vehicles may be parked along the curb on Tarkiln Drive.

Residents, who plan to have visitor's park on site overnight, must notify the Housing Authority ahead of time and secure a Visitor Parking Permit from the office to display on the visitor's dashboard.

Major auto repairs may not be performed on site. Waste oil and/or other vehicle fluids may not be disposed of in storm drains.

Asselta Acres Apartments

Any resident wishing to park a motor vehicle on site must first register the vehicle at the Vineland Housing Authority's main office and display a Vineland Housing Authority Parking Decal on the vehicle's rear window.

To register any vehicle, the resident must produce his or her valid New Jersey driver's license, valid vehicle registration in the name of the Vineland Housing Authority resident, and a current vehicle insurance identification card. These documents must list Axtell Estates Apartments as the address of record.

Residents may register only one vehicle per household. If a senior couple feels that they need to operate more than one vehicle, they must meet with the Vineland Housing Authority's executive director to receive approval before another vehicle may be registered.

If a resident changes vehicles, the old sticker must be scraped off and returned to the Housing Authority's office before a new vehicle may be registered.

All vehicles must be parked in designated and marked parking stalls on the bituminous surfaced parking lots. Vehicles may not be parked on the concrete ramps and sidewalk areas or on unpaved areas. Vehicles may not be parked along the curbs in the entryways to the parking lots or in front of fire hydrants. Vehicles may not be parked in front of trash dumpsters.

Residents, who plan to have visitors park on site overnight, must notify the Housing Authority ahead of time and secure a Visitor Parking Permit from the office to display on the visitor's dashboard.

Major auto repairs may not be performed on site. Waste oil and/or other vehicle fluids may not be disposed of in storm drains.

Parkview Apartments

Any resident wishing to park a motor vehicle on site must first register the vehicle at the Vineland Housing Authority's main office and display a Vineland Housing Authority Parking Decal on the vehicle's rear window.

To register any vehicle, the resident must produce his or her valid New Jersey driver's license, valid vehicle registration in the name of the Vineland Housing Authority resident, and a current vehicle insurance identification card. These documents must list Parkview Apartments (420 North Sixth Street) as the address of record.

Residents may register only one vehicle per household. If a senior couple feels that they need to operate more than one vehicle, they must meet with the Vineland Housing Authority's executive director to receive approval before another vehicle may be registered.

If a resident changes vehicles, the old sticker must be scraped off and returned to the Housing Authority's office before a new vehicle may be registered.

All vehicles must be parked in designated and marked parking stalls on the bituminous surfaced parking lots. Vehicles may not be parked on the concrete ramps and sidewalk areas or on unpaved areas. Vehicles may not be parked along the curbs in the entryways to the parking lots or in front of fire hydrants. Vehicles may not be parked in front of trash dumpsters.

Residents, who plan to have visitor's park on site overnight, must notify the Housing Authority ahead of time and secure a Visitor Parking Permit from the office to display on the visitor's dashboard.

Major auto repairs may not be performed on site. Waste oil and/or other vehicle fluids may not be disposed of in storm drains.

Inoperable or unregistered motor vehicles on site will be ticketed and towed away at the owner's expense.

Scattered Site Homes

Residents of scattered site homes must park all vehicles in the garage, on designated driveway areas, or along the street in front of their home. No vehicles may be parked on the lawn or other unpaved areas around the house.

Residents may not park unregistered or inoperable vehicles at their home. This is also a violation of City Ordinance 99-7. Unregistered or inoperable vehicles parked on Housing Authority property will be ticketed and towed away at the owner's expense.

Major vehicle repairs may not be performed on site. Waste oil and/or other vehicle fluids may not be dumped on the ground, on driveways, or into storm drains. Driveway surfaces must be kept clean of spilled vehicle fluids. Asphalt-paved driveways must be patched and resealed as needed to prevent damage and deterioration.

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Chapter I2

Grievances

A. Grievance Procedure

1. In accordance with the applicable federal regulations (24 CFR 966.50), the Authority's Grievance Procedure, is applicable to all individual disputes that a resident may have with respect to Housing Authority action or failure to act in accordance with the resident's lease or Housing Authority regulations, which adversely affect the resident's rights, duties, welfare, or status.

Chapter 13

General Terms

Annual Income

Income is defined by the Secretary of HUD at 24 CFR 5.609, effective April 1, 1997 and amplified in this policy in those areas within the discretion of a public housing authority.

A. Annual Income

- 1. Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets for a 12-month period following the effective date of initial determination or re-examination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined in Paragraph "2b" of this definition and exclusive of certain other types of income specified in Paragraph "2c" of this definition.
- 2. Income includes, but is not limited to:
 - a. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, and bonuses, and other compensation for personal services.
 - b. The net income from operation of a business or profession (for this purpose, expenditures for business expansion or amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from a business).
 - c. Interest, dividends, and other net income of any kind from real or personal property (for this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property). Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets, a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

- d. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment.
- e. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay.

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- f. Welfare Assistance: If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the Welfare Assistance Agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
 - (1) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus
 - (2) The maximum amount that the Welfare Assistance Agency could, in fact, allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this shall be the amount resulting from one application of the percentage.
 - g. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
 - h. All regular pay, special pay, and allowances of a member of the Armed Forces (whether or not living in the dwelling), who is the head of the family, spouse, or other person, whose dependents are residing in the unit.
 - i. Any earned income tax credit to the extent it exceeds income tax liability.

B. Excluded Income

- 1. Annual income does not include such temporary, non-recurring or sporadic income as the following:
 - a. Casual, sporadic, or irregular gifts.
 - b. Amounts that are specifically for or in reimbursement of the cost of medical expenses.
 - c. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses of this

section.

- d. Amounts of educational scholarships paid directly to the student or to the educational institution and amounts paid by the government to a veteran, for use in meeting the costs of tuition, fees, books, and equipment. Any amounts of such scholarships, or payments to veterans, not used for the above purposes that are available for subsistence are to be included in income. (24 CFR 215.1 (c)(6), 236.3(c)(6), 813.106(c)(6) and 913.106 (c)(6)
- e. The hazardous duty pay to a family member in the Armed Forces away from home and exposed to hostile fire. 13.2

2. Income Does Not Include:

- a. Income from employment of children (including foster children) under the age of 18 years.
- b. Payments received for the care of foster children.
- c. Amounts specifically excluded by another federal statute from consideration as income for purposes of determining eligibility of benefits under a category of assistance program that includes assistance under the 1937 act. The following types of income are subject to such exclusion:
 - 1. Relocation payments made under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4261-4638).
 - 2. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (USC 2011-2029).
 - 3. Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 USC 4951-4993).
 - 4. Payments received under the Alaska Native Claims Settlement Act [43 USC 1626 (a)].
 - 5. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes [25 USC 459 (e)].
 - 6. Payments or allowances made under the Department of Health and Human Services Low-Income Energy Assistance Program (42 USC 8621-8629).
 - 7. Payments received from the Job Training Partnership Act [29 USC 1552 (b)].
 - 8. Income derived from the disposition of funds of the Grand River Bank of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503+2504).

- 9. The first \$2,000 of per-capita shares received from judgment funds awarded by the Indian Claims Commissioner or the Court of Claims (25 USC 1407-1408), or from funds held in trust for an Indian Tribe by the Secretary of Interior (25 USC 117).
- 10. Income of a live-in aide, as defined in 24 CFR §913.102.
- 11. Amounts of education scholarships paid directly to the student or the educational institution, and amounts paid by the government to a veteran for

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use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that are available for subsistence is to be included in income.

- 12. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons, who were persecuted during the Nazi era.
- 13. Earnings in excess of \$480 for each full-time student 18 years old or older, excluding the head of household and spouse.
- 14. Adoption assistance payments in excess of \$480 per adopted child.
- 15. Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
- 16. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
- 17. Amounts paid by a state agency to a family with a member, who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
- 18. Certain stipends (not to exceed \$200/month) and other income received by participants in qualified training, self-sufficiency and work incentive programs. Includes CIAP and CGP training programs.
- d. If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to the redetermination at the end of the shorter period.

C. Earned Income

1. Disallowance of earned income from rent determinations applied when a family member becomes employed after being unemployed for at least one year, or when income

increased during the anticipation in any family self-sufficiency or job training program, or who is or was assisted under TANF within six months and whose earned income increases. Such disallowance shall be granted to eligible families for a 12-month period, contingent upon continued employment or increased income.

2. Upon expiration of the 12-month period of disallowance of earned income from rent determinations, earned income shall continue to be disallowed for the next 12 months at a rate not to exceed 50% of the amount of the total rent increase that would be applicable in the absence of the disallowance. Such phase-in of earned income rent calculation is contingent upon continued employment or increased income.

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D. Monthly Income

1. One-twelfth of annual income. For purposes of determining priorities based on an applicant's rent as a percentage of annual income.

E. Adjusted Income

- 1. Adjusted income means annual income less the following:
 - a. \$400 for any elderly or disabled family.
 - b. The amount by which 3% of the annual family income is exceeded by the sum of:
 - (1) Unreimbursed medical expenses for any elderly family or disabled family.
 - (2) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each handicapped member of the family, to the extent necessary to enable any member of such family (including such handicapped member) to be employed.
 - c. Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education.
 - d. \$480 for each member of the family residing in the household (other than the head of the household or his or her spouse) who is less than 18 years of age, or is attending school or vocational training on a full-time basis, or who is 18 years of age or older and is a person with disabilities.
 - e. The amount of any earned income of a member of the family, who is not:
 - (1) 18 years of age or older, and
 - (2) The head of the household (or the spouse of the head of the household).

F. Monthly Adjusted Income

1. One-twelfth of adjusted income

G. Income for Rent

1. "Income for Rent" for the purpose of determining rents; and for statistical reporting, means adjusted income; except that annual income is to be used in determining 10% of gross income.

H. Child-Care Expenses

1. Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is 13.5

necessary to enable a family member to be gainfully employed or to further his/her education. The amount deducted shall reflect reasonable charges for childcare; and in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

Family

A. Family

*Two or more persons, who intend to share residency whose income and resources are available to meet the family's needs and will live together in PHA housing.

The term "family" also includes, but is not limited to:

- 1. A family with or without children;
- 2. An elderly family;
- 3. A disabled family;
- 4. A displaced family;
- 5. The remaining member of a tenant family;
- 6. A single person, who is not elderly, displaced, or a person with disabilities, or the remaining member of a tenant family.
- 7. Two or more near-elderly persons living together, or one or more near-elderly persons living with one or more live-in aides.
- 8. Two or more elderly or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family.

B. Elderly Person

1. An individual, who is at least sixty-two years of age

C. Elderly Family

- 1. A family, whose head or spouse (or sole member) is a person, who is an elderly, disabled, or handicapped person. It may include two or more elderly, disabled, or handicapped persons living together, or one or more such persons living with another person, who is determined to be essential to their care or well being.
- 2. The term "near-elderly person" as used in this policy means a person, who is at least 50

years of age but below the age of 62.

3. The term "near-elderly family" as used in this policy means a family, whose head, spouse, or sole member is a person, who is at least 50 years of age, but below the age of 62, living together; or one or more persons, who are at least 50 years of age, but below the age of 62 living with one or more live-in aides.

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D. **Displaced Family**

1. As used in this policy, "displaced family" means a family in which each member, or whose sole member, is a person displaced by governmental action; or a person, whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

E. Displaced Person

1. As used in this policy, "displaced person" means a person displaced by governmental action, or a person, whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

F. Drug Related and/or Criminal Activity

1. The term "drug-related and/or criminal activity" – for the purpose of this policy – means the illegal manufacture, sale, distribution, use, or possession with intent to sell, distribute, or use of a controlled substance and/or the possession of drug paraphernalia. [24 CFR 966.4(12)(B)(ii)]

G. Lower-Income Family

1. A family, whose annual income does not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80% of the median income for the area on the basis of its finding that such variations are necessary, because of the prevailing levels of construction costs or unusually high or low family incomes.

H. Very Low-Income Family

1. A family, whose annual income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for small and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

I. Extremely Low-Income Family

1. A family, whose annual income does not exceed 30% of the area median income as determined by HUD.

J. Head of Household

1. The adult member of the family who is held primarily responsible and accountable for the family, particularly in regard to lease obligations.

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K. Minor

1. A person less than 18 years of age. (An unborn child may not be counted as a minor, but is counted for eligibility of a single, pregnant female.) an infant is a child under the age of two. Un-emancipated minors shall not be eligible for participation in the public housing program, because they cannot be legally held to a contract.

L. Dependent

1. A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age, or is a disabled person, or a handicapped person, or is a full-time student. An unborn child shall not be considered a dependent.

M. Spouse

1. The husband or wife of the head of the household.

N. Live-in Aide

- 1. As used in this policy, the term "live-in aide" means a person, who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:
 - a. Is determined to be essential to the care and well-being of the persons.
 - b. Is not obligated to financially or otherwise support the person(s).
 - c. Would not be living in the unit except to provide the necessary supportive services.

O. Disabled Person

- 1. A person, who is disabled as defined in Section 223 of the Social Security Act, or in Section 102(5) of the Developmental Disabilities Services & Facilities Construction Amendment of 1970. [42 USC 423 and 42 USC 2691(1), respectively].
 - a. Section 223 of the Social Security Act defines disability as:
 - (1) Inability to engage in any substantial gainful activity by reason of any

medically determinable physical or mental impairment, which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or

(2) In the case of an individual, who has reached age 55 and is blind (within the meaning of "blindness." Inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities equal to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time.

- b. Section 102(5) of the Development Disabilities Services and Facilities Construction Amendments of 1970 defines disability as:
 - (1) . . . a disability attributable to mental retardation, cerebral palsy, epilepsy, or another neurological condition of an individual found by the Secretary of Health, Education and Welfare to be closely related to mental retardation or to require treatment similar to that required by mentally retarded individuals, which disability originates before such individual attains age 18, which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual.
- c. 504 Regulation See Chapter 1, Page 1.1, Paragraph E.

P. Disabled Family

- 1. A family, whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.
- 2. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities for purposes of eligibility for low-income housing under this title solely on the basis of any drug or alcohol dependence.

Q. Single Person

1. A person living alone or intending to live alone, who is not disabled, elderly, or displaced, or the remaining member of a family.

Other

A. Full-Time Student

1. A person, who is carrying a student load that is considered full time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

B. Handicapped Person

- 1. A person having a physical or mental impairment that:
 - a. Is expected to be of long-continued and indefinite duration.
 - b. Substantially impedes his/her ability to live independently.

c. Is of such a nature that ability could be improved by more suitable housing conditions.

C. Non-Citizens

1. A non-citizen is a person, who has no intention of abandoning his/her foreign residence; or who is admitted temporarily to the United States in order to pursue a course of study at an established institution designated by the non-resident and approved by the Attorney General. The status of the non-citizen student also applies to the non-resident spouse and minor children of the citizen-student.

D. Public Housing Agency (PHA)

1. A state, county, municipality, or other government entity or public body (or agency or instrumentality thereof) that is authorized by the 1937 Housing Law, as amended, to engage in or assist in the development or operation of housing for lower-income families. The term "public housing" includes dwelling units in a mixed finance project that are assisted by a public housing authority with capital or operating assistance.

E. Military Service

1. The active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and since July 29, 1945, the Commissioned Corps of the United States Public Health Service.

F. Tenant Rent

1. The amount payable monthly by the family as rent to the PHA.

G. Total Tenant Payment

- 1. Determining the total tenant payment is a two-step process. Total tenant payment for families, whose initial lease is effective on or after August 1, 1982, shall be the highest of the following rounded to the nearest dollar:
 - a. 30% of monthly adjusted income; or
 - b. 10% of monthly income;
 - c. The welfare rent, if applicable.
 - d. A minimum rent amount of \$50. Note: QHWRA established certain exceptions to the minimum rent requirements relating to hardship, which are discussed in the Rent Collection Policy of this Admission and Continued Occupancy Policy.

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

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

H. Utilities

1. Water, electricity, gas, other heating, refrigeration, and cooking fuels, trash collection, and sewerage services. Telephone and television services are not included as utilities.

I. Utility Allowance

1. If the cost of utilities (except telephone) and other essential housing services for an assigned unit is not included in the total tenant payment, but is the responsibility made or approved by a public housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of safe, sanitary, and healthful living environment.

J. Utility Reimbursement

1. The amount, if any, by which the utility allowance for the unit, if applicable exceeds the total tenant payment for the family occupying the unit.

K. Veteran

1. A person, who has served in the active military or naval service of the United States (Army, Navy, Air Force, Marine Corps, Coast Guard, and the Commissioned Corps of the United States Public Health Service) and who has been discharged or released from such service under honorable circumstances.

Welfare Assistance

1. Welfare or other payments to families or individuals, based on need, that are made under programs funded separately or jointly by federal, state, or local governments.

M. Child-Care Expenses

 Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare; and in the case of child- care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The Housing Authority will not normally determine childcare expenses as necessary when the household contains an additional unemployed adult, who is physically capable of caring for children.

N. Medical Expenses

- 1. Those medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance. Medical expenses in excess of 3% of annual income are deductible from annual income for elderly families only
- 2. "Medical expenses are the costs of diagnosis, cure, mitigation, treatment, or prevention of disease, and the costs for treatments affecting any part of function of the body. The medical care expenses must be primarily to alleviate or prevent a physical or mental defect or illness. Medical expenses include dental expenses. General health items such as vitamins is <u>excluded</u> as a medical expense". (Ref: IRS Publications 502)(Exhibit "F")

O. Designated Housing

1. A project (or projects) or a portion of a project (or projects) that has been designated in accordance with 24 CFR Part 945).

P. Mixed Population Project

1. A public housing project or portion of a project that was reserved for elderly families and disabled families at its inception (and has retained that character). If the project was not so reserved at its inception, the PHA has obtained HUD approval to give preference in tenant selection for all units in the project (or portion of a project) to elderly families and disabled families. These projects formerly were known as elderly projects.

Q. Neighborhood or Community

1. Any lower-income public housing site as established in a development program, except that when sites are adjacent or within a block of each other, such sites collectively shall be considered one location.

R. Handicapped Assistance Expenses

1. Reasonable expenses that are anticipated during the period for which annual income is computed for attendant care and auxiliary apparatus for a handicapped or disabled family member and that are necessary to enable a family member (including the handicapped or disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

S. Enrolled in a Job-Training Program

1. Individual, who is head of household or spouse and is currently enrolled and participating in a job-training program that prepares the applicant to enter or re-enter the job market. Verification shall be required from the job-training program.

T. Graduate of Job-Training Program

1. Individual, who is head of household or spouse, and who is a graduate of a job-training program that prepares the applicant to enter or re-enter the job market. Verification shall be required from the job-training program.

U. Employment

1. Individual, who is head of household or spouse, and who is employed. The employment income must be countable under the U.S. Department of Housing and Urban Development's definition of annual income.

V. Local Preferences

- 1. In selecting applicants for admission to our projects, local preference will be given to eligible applicants residing in the City of Vineland.
 - a. Vineland residents (DD214)
 - b. Veteran residents (DD214)
 - c. Working poor residents
 - d. Natural Disaster such as fire or flood that results in the un-inhabitability of an applicant's unit through no fault of their own.
 - e. Government Agency An activity within the City limits by the United States or by any state or local government body or agency in connection with code enforcement, a public improvement, or development program.

W. INS

1. The U.S. Immigration and Naturalization Service

191 W. Chestnut Avenue Vineland, New Jersey 08360

VHA Representative

Housing Authority of the City of Vineland

Telephone: 856-691-4099 Fax: 856-691-8404 TDD: 856-691-2566

Date

Jacqueline S. Jones, Executive Director

EXHIBIT A

Vineland Housing Authority
VERIFICATION OF RESIDENT'S CHOICE OF RENT

Name:	Unit #:
between paying income-based rent and flat rent once	the Vineland Housing Authority (VHA) is required to offer the choice e each year. Income-based rent is based on 30% of the household's e market rent charged for comparable units in the private unassisted your choice of rent below:
 If you choose to pay flat rent, VHA does not pay If you choose to pay flat rent, VHA will conduct a reexamination of family composition, community Update) will be conducted annually. 	a utility reimbursement. a reexamination of income at least once every three (3) years; however, a r service, and other criteria related to continued occupancy (Flat Rent
 You may request a switch from flat rent to income type of rent should a hardship occur. A hardship A decrease in income due to changes in death in the family; An increase in expenses for medical cossistiching rent options due to a hardship is LIMI 	ne-based rent at ANYTIME prior to your next annual option to select the is defined as: a circumstances, loss or reduction of employment or other assistance, or sts, child care, transportation, education or similar items TED to one (1) rent switch, subject to interim reexamination provisions, nation is the only time you can change from income-based to flat
4. Current flat rents are as follows: (0) Bedroom \$618 (1) Bedroom (4) Bedroom \$1,327 (5) Bedroom	\$717 (2) Bedroom \$903 (3) Bedroom \$1,154 \$1,534 (6) Bedroom \$1,742
5. Flat Rents will be reviewed at least annually by '	VHA to ensure that flat rents continue to mirror the market rent values. e. If you are paying flat rent, your rental amount would not be adjusted (up
6. VHA is required to provide the amount of your ir	ncome-based rent only the year that an income reexamination is mount and provide the updated income and expense information
I live in an <u>EFF</u> bedroom unit. My income-based rent	t is \$219.00 . The applicable flat rent for my unit is \$618.00
I choose: Income-based Rent Flat Rent	
Signature of Head of Household	Date

VINELAND HOUSING AUTHORITY EXHIBIT B

"One Strike & You're Out" Policy

"I challenge local housing authorities and resident associations: Criminal gang members and drug dealers are destroying the lives of decent residents. From now on, the rule for residents who commit crime and peddle drugs should be one strike and you're out."

President Bill Clinton State of the Union, January 23, 1996

I. GOAL

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

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

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

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

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

II. GUIDING PRINCIPLES OF THE ONE STRIKE POLICY

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

- 1. All individuals have the right to live in peace and be free from fear, intimidation, and abuse. The Housing Authority is committed to providing safe housing for all residents of the Authority
- Public and assisted housing should be awarded to responsible individuals. The
 Housing Authority shall give no preference to applicant families with a history of
 drug-related behavior and/or criminal activity.
- 3. Applicants and current residents of public housing must be protected from discrimination and violation of their right to privacy. The Housing Authority shall comply with all civil rights, fair housing, and privacy laws, at both the screening and eviction stages. The Housing Authority shall not discriminate against any applicant or resident based on race, color, nationality, religion, sex, familial status, disability or membership in other groups or categories protected under such laws.
- 4. Active community and governmental involvement in designing and implementing a One Strike policy is fundamental to its success. The Housing Authority shall work cooperatively with local government, law enforcement, residents, and the courts in enforcing the One Strike policy.

III. SCREENING AND ADMISSIONS POLICY

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

- 1. <u>Comprehensive background checks</u>: The HA shall conduct comprehensive background checks, including criminal activity, on all household applicants eighteen (18) years and older. Screening procedure shall include:
 - (a) reviewing police and court records;
 - (b) landlord references;
 - (c) background check with probation officers, parole officers, and local social service providers.

- 2. <u>Coordination with courts and local, state, and federal law enforcement agencies</u>: The HA shall coordinate with courts and local, state, and federal law enforcement agencies to gain access to criminal records through the Extension Act. The Extension Act makes criminal conviction records available to the Authority for the purposes of screening, lease enforcement, and eviction. The Authority shall maintain a records management system to ensure that records received are maintained confidentially, not misused or improperly disseminated, and destroyed once action is taken.
- 3. <u>Criteria for acceptance of application for residence</u>: The Housing Authority shall consider applications for residence on a case-by-case basis; denial of acceptance shall be based on the existence of concrete evidence of the seriousness, extent, and recentness of criminal activity. The following applicants shall be denied residence:
 - (a) applicants who have been evicted from public housing within the past five years due to drug-related criminal activity, unless the applicant can show evidence of rehabilitation;
 - (b) persons illegally using controlled substances;
 - (c) persons who have exhibited a pattern of illegal use of controlled substances;
 - (d) any other criminal and/or drug-related activity that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- 4. <u>Protect applicant's due process rights</u>: The Housing Authority's Admissions and Continued Occupancy Plan (ACOP) shall be made available upon request and posted in the central office where applications are received.
 - (a) In accordance with the Authority's ACOP, applicants determined to be ineligible for admission shall be promptly notified of the basis for the decision.
 - (b) Per the Extension Act, should denial of occupancy be based on a criminal record, the Authority shall provide the applicant with a copy of the criminal record and the opportunity to dispute the accuracy and relevance of that record.
- 5. <u>Compliance with state and local laws</u>: The Housing Authority is committed to protecting the rights of all applicants and residents. All policies and procedures, and revisions of policies and procedures, shall be reviewed for compliance with local and state landlord-resident law and any other applicable law by attorneys with experience in such law.

IV. ENFORCEMENT BY EVICTION

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

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

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

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

- 1. <u>Lease</u>: The Housing Authority Dwelling Lease stipulates that:
 - residents, nor any household member or guest, or other person under their control, shall not engage in the prohibited drug-related or other criminal activities; failure to abide by this lease term is grounds for eviction and any drug-related or criminal activity in violation of this term shall be treated as a "serious violation of the material terms of the lease.":
 - (b) under the Extension Act, alcohol abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, shall be grounds for eviction;
 - (c) the Housing Authority shall not tolerate violations of the lease terms regarding criminal activity; one such offense shall be grounds for eviction;
 - (d) criminal activity is cause for eviction even in the absence of conviction or arrest.

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

2. <u>Briefing on Terms of the Lease</u>: All residents shall be briefed on the terms of the lease at the time of annual re-examination. New residents shall be briefed on the terms of the lease at the time of signing the initial lease.

- 3. <u>Due Process Rights</u>: The Housing Authority shall protect the resident's due process rights to the greatest extent possible:
 - (a) Eviction procedure shall be processed through the XX State court system and shall not be handled through normal administrative grievance procedure.
 - (b) Residents shall be protected by state and local laws governing eviction procedure, barring preemption by federal law.

V. NONRESIDENT CRIMINAL ACTIVITY

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

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

VINELAND HOUSING AUTHORITY EXHIBIT C

Transfer Policy

Reassignment or transfers to other dwelling units shall be made without regard to race, color, or national origin.

Objectives of the Transfer Policy

- a. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriately sized unit.
- To facilitate human relocation when required for modernization or other management purposes.
- c. To eliminate vacancy loss and other expense due to unnecessary transfers.

2. Types of Transfers

- a. <u>Authority Initiated</u> The Housing Authority may at its discretion transfer residents because of an uninhabitable unit, major repairs, or other actions initiated by management for the following reasons. A resident shall not be transferred to a unit that is not decent, safe, and sanitary or that has not met Housing Quality Standards. Additionally, a resident may refuse a proposed transfer for cause, such as the long distance from his/her employer.
 - (i) In the event of a fire, accident or natural disaster that results in the dwelling unit becoming uninhabitable, the resident will be offered alternative accommodations within the neighborhood if a rentable unit in the appropriate size is available. If the appropriate size is not available, the family may be overhoused but placed on the transfer list with the transfer being accomplished at the appropriate time. If no unit is available within the neighborhood, the family may be transferred to an appropriate unit available at another Housing Authority-owned neighborhood. If the move is to a site where residents purchase all or some utilities, the resident will pay the cost of any deposit required by the utility company.
 - (ii) When a resident is transferred because the unit has become uninhabitable, the management of the Housing Authority shall determine the cause of the condition of the unit for the purpose of deciding whether relocation assistance may be offered to the

resident and whether the transfer shall be considered permanent. Based on this determination, the following actions will be taken:

- (a) If the condition of the unit is the fault of the Housing Authority, the resident shall be provided with relocation assistance such as the cartage of household goods, the cost and methods of which are to be determined by management. The resident will normally be offered the opportunity to return to his original unit at his own expense, assuming that the unit can be rehabilitated and is still the appropriate size for the family.
- (b) If the condition of the unit is the fault of neither the Housing Authority nor the resident, as in the case of a natural disaster, the Housing Authority may provide such relocation assistance as management deems appropriate. A transfer to a correctly sized apartment will be considered permanent.
- (c) If the condition of the unit was caused by the resident, his family or guests, no relocation assistance will be provided and the resident may be charged for all damages to Housing Authority property.
- (iii) If a site requires modernization type work that necessitates vacating apartments, the affected resident will be relocated at the Housing Authority's expense in available vacant units within the Housing Authority. If determined feasible by management, the Housing Authority will attempt to relocate affected residents into vacant units within the site. Other decisions related to modernization transfers will be made by the PHA Board of Commissioners and the Executive Director or his/her designee. The Housing Authority may suspend normal transfer procedures to facilitate modernization type activities.

b. Transfers to Appropriately Sized Unit

If a tenant's family composition NO LONGER conforms to the Housing Authority's Occupancy standards for the unit occupied, the PHA may require the tenant to move into a unit of appropriate size. This section establishes both that the Housing Authority has an obligation to transfer residents to the appropriately sized unit and that residents are obligated to accept such transfers. These will be made in accordance with the following principles:

(i) Determination of the correctly sized apartment shall be in accordance with the Housing Authority's Occupancy Standards.

- (ii) Transfers into the appropriately sized unit will be made within the same neighborhood unless that size unit does not exist on the site
- (iii) The Housing Authority does not have any obligation to rehouse a family that has caused damage or was responsible for fires caused by the resident.
- (iv) The PHA may, at its discretion, separate a single household into multiple households if sufficiently large units are not available or if management and the family determine this to be in the interest of both the family and the neighborhood. Based on the selection criteria for new admissions, management shall determine that each smaller family unit is eligible by HUD definition and contains a leaseholder capable of discharging lease obligations.
- (v) The number of units offered to a family transferring will be one (1) unless there is a hardship situation as determined by PHA. If the resident refuses the dwelling unit offered, the lease may be terminated by management.
- (vi) Families with children in school being transferred outside their current neighborhood will not be required to move until the current school year is finished if the Housing Authority determined that a transfer would cause a hardship to the family.
- (vii) Transfers shall be made to correct occupancy standards and shall take precedence over new admissions.
- (viii) Upon redetermination, the resident will be notified of any transfer to another dwelling unit and that such dwelling is available by receipt of a Notice of Termination from PHA with at least fifteen (15) days following the notice to transfer to the new dwelling.
- c. <u>Transfers for Non-handicapped families living in handicapped designated</u> units.
 - (i) The dwelling lease states what type of unit the resident family is residing in. If the unit leased is a handicapped designated unit and the tenant family occupying the unit is not a family with disabled individuals, the tenant agrees to transfer to a non-handicapped unit if and when the unit is needed for a handicapped family.

- (ii) The PHA may from time to time have an excess of handicapped accessible units. In an effort to get the best use of all units the PHA may from time to time rent a handicapped designated unit to a family that has no disabled members. The PHA will advise the family of the requirements to transfer if and when a handicapped designated family is determined eligible. If the family selected for the unit decides not to accept the unit because of the requirement to move at some date in the future, the refusal shall not count against the family.
- (iii) This section establishes both that the Housing Authority has an obligation to transfer non-handicapped residents residing in handicapped designated units to non-handicapped designated units and that the non-handicapped families are obligated to accept such transfers. These will be made in accordance with the following principles:
 - (a) Transfers into a non-handicapped designated unit will be made within the same neighborhood unless that size unit does not exist on the site.
 - (b) Transfers to a non-handicapped designated unit may be made outside of the same neighborhood with tenant consent or unless no vacancies are expected within the same neighborhood within the next 30 days.
 - (c) Management may, at its discretion, separate a single household into multiple households if sufficiently large units are not available or if management and the family determine this to be in the interest of both the family and the neighborhood. Based on the selection criteria for new admissions, management shall determine that each smaller family unit is eligible by HUD definition and contain a legal leaseholder capable of discharging lease obligations.
 - (d) The non-handicapped family may be provided with relocation assistance such as cartage of household goods, and relocation expenses, the costs and methods of which are to be determined by management.
 - (e) For the purposes of determining the priorities for transfers, this type of transfer shall be considered an Housing Authority initiated transfer.

3. Priorities for Transfers

- a. Within the eligible types of transfers, transfers shall be performed according to the following priorities:
 - (i) Housing Authority initiated transfers;
 - (ii) Residents who are overhoused;
 - (iii) Residents who are underhoused;
 - (iv) Individuals residing in a handicapped unit who are not handicapped will be required to move to a non-handicapped unit if requested by the Authority to do so.

4. Transfer Procedures

- a. The Executive Director other designated staff shall:
 - (i) Prepare and prioritize a transfer list for each neighborhood monthly.
 - (ii) Notify residents by letter of their pending transfers or approval of transfer request.
 - (iii) Maintain transfer logs and records for audit.
 - (iv) Notify residents with pending transfers as their name approaches the top of the list.
 - (v) Issue notice to transfer as soon as vacant apartment is available for occupancy. This notice will give the resident fifteen (15) working days to complete transfer.
 - (vi) Process transfer documents to appropriate PHA staff.
 - (vii) Participate in planning and implementation of special transfer systems for modernization and other similar programs.
 - (viii) Inspect both apartments involved in the transfer, charging for any resident abuse.
 - (ix) Family pays all outstanding charges due the PHA. The resident's security deposit may be transferred to the new dwelling unit provided the PHA does not claim all

or any part of the security deposit. The resident shall pay all or any part of the security deposit required for the new dwelling unit, to either replace or supplement the security deposit from the original dwelling unit, or any balance remaining after any claims are made by the PHA.

- (x) Family signs new lease.
- b. Any resident aggrieved by any action or inaction of the PHA relative to his/her transfer request may file a request for a hearing in accordance with the grievance procedure.

Right of Management to Make Exceptions

THIS POLICY IS TO BE USED AS A GUIDE TO INSURE FAIR AND IMPARTIAL MEANS OF ASSIGNING UNITS FOR TRANSFER. IT IS NOT INTENDED THAT THIS POLICY SHALL CREATE A PROPERTY RIGHT OR ANY OTHER TYPE OF RIGHT FOR A RESIDENT TO TRANSFER OR REFUSE TRANSFER. MANAGEMENT RESERVES THE RIGHT TO MAKE EXCEPTIONS TO THIS POLICY AS CIRCUMSTANCES REQUIRE, CONSISTENT WITH APPLICABLE REGULATIONS OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. TRANSFER DISPUTES ARE SUBJECT TO THE GRIEVANCE PROCEDURE.

Grievance Procedure of the Housing Authority of the City of Vineland

- I. Definitions applicable to the grievance procedure: [966.53]
 - A. Grievance: Any dispute which a Tenant may have with respect to PHA action or failure to act in accordance with the individual Tenant's lease or PHA regulations which adversely affects the individual Tenant's rights, duties, welfare or status.
 - B. Complainant: Any Tenant (as defined below) whose grievance is presented to the PHA (at the central office or the development office) in accordance with the requirements presented in this procedure.
 - C. Elements of due process: An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
 - (1) Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
 - (2) Right of the Tenant to be represented by counsel;
 - (3) Opportunity for the Tenant to refute the evidence presented by the PHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
 - (4) A decision on the merits.
 - D. Hearing Officer: A person selected in accordance with 24CFR § 966.55 and this procedure to hear grievances and render a decision with respect thereto.
 - E. Hearing Panel: A three member panel selected in accordance with 24CFR § 966.55 and this procedure to hear grievances and render a decision with respect thereto.
 - F. Tenant: The adult person (or persons) (other than a Live-in aide):
 (1) Who resides in the unit, and who executed the lease with the PHA as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) Who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.
 - G. Resident Organization: An organization of residents, which also includes a resident management corporation.

II. Applicability of this grievance procedure [966.51]

In accordance with the applicable Federal regulations (24CFR § 966.50) this grievance procedure shall be applicable to all individual grievances (as defined

in Section I above) between Tenant and the PHA with the following two exceptions:

- A. Because HUD has issued a due process determination that the law of the State of New Jersey requires that Tenant be given the opportunity for a hearing in court which provides the basic elements of due process (as defined above) before eviction from the dwelling unit, the grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:
 - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the PHA, or
 - (2) Any drug-related criminal activity on or near such premises. [966.51 (2)(i) and (ii)]
- B. The PHA grievance procedure shall not be applicable to disputes between Tenants not involving the PHA or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the PHA's Board of Commissioners. [966.51 (b)]

This grievance procedure is incorporated by reference in all Tenant dwelling leases and will be furnished to each Tenant and all resident organizations. [966.52(b) and (d)]

Any changes proposed in this grievance procedure must provide for at least 30 days notice to Tenants and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. Comments submitted shall be considered by the PHA before any revisions are made to the grievance procedure. [966.52 (c)]

III. Informal settlement of a grievance [966.54]

ü

Any grievance must be personally presented, either orally or in writing, to the PHA's central office or the management office of the development in which the complainant resides within ten days after the grievable event. Grievances received by the PHA's central office will be referred to the person responsible for the management of the development in which the complainant resides.

As soon as the grievance is received, it will be reviewed by the management office of the development to be certain that neither of the exclusions in paragraphs II.A or II.B above applies to the grievance. Should one of the exclusions apply, the complainant will be notified in writing that the matter raised is not subject to the PHA's grievance procedure, with the reason therefor.

If neither of the exclusions cited above apply, the complainant will be contacted to arrange a mutually convenient time within ten working days to meet so the grievance may be discussed informally and settled without a hearing. At the informal hearing the complainant will present the grievance and the person in

charge of the management office will attempt to settle the grievance to the satisfaction of both parties.

Within five working days following the informal discussion, the PHA shall prepare and either give or mail to Tenant a summary of the discussion that must specify the names of the participants, the dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and shall specify the procedures by which a formal hearing under this procedure may be obtained if the complainant is not satisfied. A copy of this summary shall also be placed in Tenant's file.

IV. Formal Grievance Hearing

If the complainant is dissatisfied with the settlement arrived at in the informal hearing, the complainant must submit a written request for a hearing to the management office of the development where Tenant resides no later than five working days after the summary of the informal hearing is received. A receipt signed by the complainant or a return for delivery of certified mail, whether or not signed, will be sufficient proof of time of delivery for the summary of the informal discussion. [966.55 (a)]

The written request shall specify:

The reasons for the grievance;

The action of relief sought from the PHA; and

Several dates and times in the following ten working days when the complainant can attend a grievance hearing.

If the complainant requests a hearing in a timely manner, the PHA shall schedule a hearing on the grievance at the earliest time possible for the complainant, PHA and the hearing officer or hearing panel, but in no case later than ten working days after the PHA received the complainant's request.

If the complainant fails to request a hearing within five working days after receiving the summary of the informal hearing, the PHA's decision rendered at the informal hearing becomes final and the PHA is not obligated to offer the complainant a formal hearing unless the complainant can show good cause why he failed to proceed in accordance with this procedure. [966.55 (c) and (d)]

Failure to request a grievance hearing does not affect the complainant's right to contest the PHA's decision in a court hearing. [966.55 (c)]

V. Selecting the Hearing Officer or Hearing Panel [966.55 (b)(2)(ii)]

A grievance hearing shall be conducted by an impartial person or persons appointed by the PHA after consultation with resident organizations, as described below:

A. The PHA shall nominate a slate of impartial persons to sit as hearing officers or hearing panel members. Such persons may include

PHA Board members, PHA staff members, residents, professional arbitrators, or others. The initial slate of nominees should be at least nine persons.

The PHA will check with each nominee to determine whether there is an interest in serving as a potential hearing officer or panel member, whether the nominee feels fully capable of impartiality, whether the nominee can serve without compensation, and what limitations on the nominee's time would affect such service.

Nominees will be informed that they will be expected to disqualify themselves from hearing grievances that involve personal friends, other residents of developments in which they work or reside, or grievances in which they have some personal interest.

Nominees who are not interested in serving as hearing officers or whose time is too limited to make service practical will be withdrawn.

- B. A slate of potential hearing officers or hearing panel members nominated by the PHA shall be submitted to the PHA's resident organizations. Written comments from the organizations shall be considered by the PHA before the nominees are appointed as hearing officers or panel members.
- C. When the comments from resident organizations have been received and considered, the nominees will be informed that they are the PHA's official grievance hearing committee. The PHA will subsequently contact committee members in random order to request their participation as hearing panel members or hearing officers.

VI. Escrow deposit required for a hearing involving rent [966.55 (e)]

Before a hearing is scheduled in any grievance involving the amount of rent which the PHA claims is due under this lease, the complainant shall pay to the PHA an amount equal to 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 complainant shall, thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel. This requirement will not be waived by the PHA.

VII. Scheduling hearings (966.55 (f))

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When a complainant submits a timely request for a grievance hearing, the PHA will immediately contact three members of the hearing committee to schedule the hearing within the following ten working days on one of the dates and times indicated by the complainant. If three committee members can agree on a date and time for the hearing, the complainant will be so notified.

If two of the panel members can meet on a date convenient for the complainant, the PHA will approach another member of the hearing committee to find a third member to complete the panel.

If only one member of the hearing committee can meet on a date named by the complainant, that single committee member shall serve as the hearing officer.

Once the hearing panel or hearing officer have agreed upon the hearing date and time, the complainant, the manager of the development in which the complainant resides, and hearing panel members or officer shall be notified in writing. Notice to the complainant shall be in writing, either personally delivered to complainant or sent by mail, return receipt requested.

The written notice will specify the time, place and procedures governing the hearing.

VIII. Procedures governing the hearing [966.56]

The hearing shall be held before a hearing panel or hearing officer as described above in Section VII. The complainant shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the hearing any PHA documents, including records and regulations, that are directly relevant to the hearing.
 - The Tenant shall be allowed to copy any such document at the Tenant's expense. If the PHA does not make the document available for examination upon request by the complainant, the PHA may not rely on such document at the grievance hearing.
- B. The right to be represented by counsel or other person chosen as the Tenant's representative and to have such person make statements on the Tenant's behalf.
- C. The right to a private hearing unless the complainant requests a public hearing. The right to present evidence and arguments in support of the Tenant's complaint to controvert evidence relied on by the PHA or project management, and to confront and cross examine all witnesses upon whose testimony or information the PHA or project management relies; and
- D. A decision based solely and exclusively upon the fact presented at the hearing. [966.56 (b)]

The hearing panel or officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding. [966.56 (c)]

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and, thereafter, the PHA must sustain the burden of justifying the PHA action or failure to act against which the complaint is directed. [966.56 (e)]

The hearing shall be conducted informally by the hearing panel or officer. 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. [966.56 (f)]

The hearing panel or officer shall require the PHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing panel or officer to obtain order may result in 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. [966.56 (f)]

The complainant or the PHA may arrange in advance, and at expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript. [966.56 (g)]

The PHA must 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. If the Tenant is visually impaired, any notice to the Tenant which is required under this procedure must be in an accessible format. [966.56 (h)]

If a hearing panel member or officer fails to disqualify himself/herself as required in Section V.A., the PHA will remove the panel member or officer from the hearing committee, invalidate the results of the hearing and schedule a new hearing with a new hearing panel or officer.

IX. Failure to appear at the hearing

If the complainant or the PHA fails to appear at the scheduled hearing, the hearing panel or officer may make a determination to postpone the hearing for not to exceed five business days, or may make a determination that the party has waived his right to a hearing. [966.56 (d)]

Both the complainant and the PHA shall be notified of the determination by the hearing panel or officer; Provided, that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest the PHA's disposition of the grievance in court. [966.56 (d)]

X. Decision of the hearing panel or officer [966.57]

The hearing panel or officer shall prepare a written decision, together with the reasons for the decision within ten working days after the hearing. A copy of the decision shall be sent to the complainant and the PHA.

The PHA shall retain a copy of the decision in the Tenant's folder. A copy of the decision with all names and identifying references deleted, shall also be maintained on file by the PHA and made available for inspection by a prospective complainant, his representative, or the hearing panel or officer.

The decision of the hearing panel or officer shall be binding on the PHA which shall take all actions, or refrain from any actions, necessary to carry out the decision

unless the PHA's Board of Commissioners determines within ten working days, and promptly notifies the complainant of its determination that:

- A. The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's lease or PHA regulations, which adversely affect the complainant's rights, duties, welfare or status.
- B. The decision of the hearing panel or officer is contrary to applicable Federal, State or local law, HUD regulations, or requirements of the annual contributions contract between HUD and the PHA.
- A decision by the hearing panel or officer or Board of Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any way, the rights of the complainant to a trial or judicial review in any court proceedings which may be brought in the matter later. [966.57]

HOUSING AUTHORITY OF THE CITY OF VINELAND

PET POLICY

(Revised August 3, 2000)

POLICY STATEMENT:

Title I of the United States Housing Act of 1937 (42 U.S.C. 1437 et seq.), as repealed and/or amended by Title V—PUBLIC HOUSING AND TENANT-BASED ASSISTANCE REFORM of the Quality Housing and Work Responsibility Act of 1998, implements section 227 of the Housing and Urban-Rural Recovery Act of 1983. In further accordance, SECTION 526 (PET OWNERSHIP) and SECTION 31 (PET OWNERSHIP IN PUBLIC HOUSING and SECTION 960 Subpart G [PET OWNERSHIP IN PUBLIC HOUSING]) provide for the ownership of pets in federally assisted rental housing units. The Housing Authority of the City of Vineland hereby sets forth its Pet Policy drafted to act as a policy and administrative guide.

THE VINELAND HOUSING AUTHORITY SETS FORTH THE FOLLOWING POLICY:

PART I: DEFINITION OF PETS – COMMON HOUSEHOLD PETS [24 CFR Subpart C §5.318]

Only domesticated animals traditionally kept in a home for pleasure rather than for commercial purposes that may be legally purchased from registered pet dealers and be legally owned in this state will be allowed as pets. These animals must not present a health or safety hazard to the residents, other tenants, employees, and non-tenants legally on property.

Animals that are permitted are limited to the following:

- a) Dog no more than 25 lbs. [24CFR§5.318(c)]
- b) Domestic cat no more than 15 lbs.
- c) Caged bird housed in approved cage
- d) Turtles housed in tank not to exceed 20 gallons
- e) Fish tank not to exceed 20 gallons
- f) Small caged mammal, such as a hamster, not to exceed two
- g) Rodent, such as rabbit, not to exceed one

For the purpose of this policy, no other living creature shall be construed as a pet.

[24 CFR§5.306] - Excludes reptiles (such as snakes) with the exception of turtles.

Animals classified as "dangerous" are prohibited on Housing Authority property.

ANIMALS THAT ASSIST "PERSONS WITH DISABILITIES"- [24CFR§5.303] [24CFR Part §960.705]

Animals (such as Seeing Eye dogs) that are specifically trained to assist handicapped resident(s) may exceed weight limits stated in Part 1 (a) above, and may, due to the specific part of their job, be excluded from certain noise nuisance restrictions. All health and safety regulations, however, must be the same for these animals as for animals that would be normally classified as common pets. A resident may be required to provide proof that pet is qualified or certified as an "assistive animal".

Definition

Pet Policy, cont

PART 2. PETS IN SENIOR OR DISABLED HOUSING UNITS PETS IN DETACHED FAMILY RENTAL UNITS (APARTMENTS)

PET ZONES AND DENSITY - [24CFR§5.3159(c)(2)]

(A) SENIOR/DISABLED RESIDENTS-(GARDEN APTS) D'ORAZIO/TARKILN

Any senior or disabled resident residing in a VHA "garden type apartment" may keep a total of one pet; i.e., one dog, one cat, or one other pet as defined in Part 1: Definition of Pets.

The pet population of dog and cat as classified in Part 1 cannot (in combination) exceed ten percent (10%) of project units. Example of combination: six cats, four dogs

D'Orazio Terrace 100 units = A total of no more than the number of (10) dogs or cats in combination at any one time.

Tarkiln Acres 150 units = A total of no more than the number of (15) dogs or cats in combination at site at any one time.

Dog must be walked on leash. Cat must be confined to apartment unless being transported to and from apartment at which time the pet must be in a pet carrier.

(B) <u>SENIOR/DISABLED RESIDENTS</u>—(HI-RISE BUILDING)- OLIVIO AND KIDSTON TOWERS Any senior or disabled resident residing in a VHA "Hi-Rise unit" may keep only one pet; i.e., one cat or one other pet as defined in Part 1: Definition of Pets, but may not keep a dog.

Total cat population as classified in Part 1 cannot exceed more than ten percent (10%) of project units:

Olivio Towers 100 units = A total of no more than 10 cats in building at any one time Kidston Towers 103 units = A total of no more than 10 cats in building at any one time

The restriction against a dog in a Hi-Rise unit does not extend to an animal specifically trained for and actually being used by a handicapped resident. [24CFR§5.303]

A cat is to be confined to the apartment unless it is being transported to and from site at which time, pet is required to be in a pet carrier.

(C) DETACHED FAMILY RENTAL UNITS

A family living in a detached rental unit may keep only one pet. If the resident chooses a dog as his/her pet, the dog must be housed out of doors in a concrete-floored, wire enclosure that provides adequate protection from both summer and winter elements. The dog must not be chained to a tree, because damage may occur to the tree, grass, and/or the animal.

(D) Family Rental Units (Apartments) - Axtell Estates and Parkview Apartments

A family living in an apartment may not keep a dog or a cat at their apartment. They may, however, have any of the other common household pets listed in Part 1 from "c" through "g" of this Pet Policy. (24CFR960.707(b)(4)

PET WAITING LIST

In order to give all residents an opportunity to own and house a pet while residing in the Authority, the VHA will maintain a pet waiting list when the maximum number of pets permitted in an elderly/disabled site is reached. When a pet owner no longer has his/her pet (for any reason) and still wishes to own a pet, the resident's name will be placed on the pet waiting list for a future permit. The resident, whose name appears at the top of the pet waiting list, will be offered an opportunity to obtain the next Pet Permit.

PET REGISTRATION - [24CFR§5.350]

Any VHA resident wishing to keep a pet must notify the VHA management in writing of his/her intention. Before the pet is brought on site, the resident must supply the VHA management with the names, addresses, and telephone numbers of two individuals, who agree to assume responsibility for the proper care of the pet if the resident becomes unable to do so. The resident must supply the VHA management with signed agreements by these pet-care designees. These agreements will be kept in the resident's file.

PET PERMIT

Any VHA resident who owns or plans to bring a pet into his/her unit must obtain a Pet Permit. The Pet Permit may be obtained at the office of the Authority. An authorized copy of the Pet Permit will be placed in the resident's file.

Prior to issuance of a Pet Permit, the applicant agrees to sign a statement that he/she has read and understands the Pet Policy and agrees to amend his/her lease, accordingly.

Pet Policy, cont.

PART 3. CARE OF PET MANAGEMENT OF PET

A. NEUTERED/SPAYED - [24CFR§5.318(3)(I)]

As recommended by the N. J. Dept. of Health, a dog or cat must be either neutered or spayed. A certificate from a veterinarian must be supplied to the Housing Authority as proof.

B. PET LICENSING – [24CFR§5.318(3)(F)]

A dog or cat must have an annually renewed municipal license. Proof of current license must be supplied to the Housing Authority before bringing the pet onto Housing Authority property and each year thereafter.

C. INOCULATIONS - [24CFR§5.350(a)]

A dog or cat must have its inoculations and boosters current, and the owners must supply the Housing Authority with inoculation records each year at the time of the annual tenant re-evaluation. The shots recommended by the American Veterinary Medical Association and those required by the Vineland Housing Authority are:

FOR DOGS: Canine Distemper, Hepatitis, Letospirosis, Kennel Cough, Parvovirus, and Rabies (renewable every 3 years);

FOR CATS: Feline Distemper, Rhinotracheitis, and Rabies.

D. SANITARY STANDARDS - [24CFR§5.350(b)(i)(ii)(iii)(iv)(2)]

A pet owner is completely responsible for the sanitation of his/her unit and all areas to which his/her pet has access. A litter pan must be provided for the cat. The cat waste must be removed daily and cat litter replenished two times a week. The litter material must be disposed of in a plastic bag and carried immediately to a Dumpster. A dog must be walked away from shrubbery and other apartments. Fecal material must be picked up, bagged, and discarded in the Dumpster. Complaints or chronic violations of sanitary standards will result in the resident's losing his/her privilege to keep a pet; and the resident's Pet Permit will be revoked.

E. LEAVING ANIMALS ALONE - [24CFR§5.318(3)(ii)]

A dog shall not be left unattended for more than 6 hours; a cat shall not be left unattended for more than 12 hours.

Part 3.

Care and Management of pets, cont.

F. INSPECTION OF APARTMENT/UNIT - [24CFR§5.360]

In the event the Authority receives a written, signed complaint alleging that the conduct or condition of a pet in a dwelling unit constitutes a nuisance or threat to the health or safety of the occupant, the project, or other person, the Housing Authority reserves the right to inspect the unit. A resident owning a pet agrees, as a condition of accepting a Pet Permit, that he/she will make his/her dwelling unit available for inspection of compliance of the Pet Policy.

G. REMOVAL OF PET - ABSENTEE OWNER - [24CFR§5.363(a)(b)]

If the health or safety of a pet is threatened by the death or incapacity of the pet owner or by other factors that render the pet owner unable to care for the pet, the Housing Authority has the right to contact the responsible party or parties listed in the pet registration.

If the responsible party or parties are unwilling or unable to care for the pet, or the project owner, despite reasonable efforts, has been unable to contact the responsible party or parties, the VHA may contact the local SPCA and request the removal of the pet. The Housing Authority will notify the responsible party or parties by certified mail that the pet has been removed from the resident's unit and has been placed at the SPCA.

Once the responsible party or parties have been notified by certified mail, the Housing Authority assumes no further responsibility for the care of the pet. Any charges incurred with the removal and/or placement of the uncared-for pet will be paid from the pet deposit.

H. NUISANCE OR THREAT TO HEALTH OR SAFETY - [24CFR§5.327]

Management of pet means that owner must have control of his/her pet at all times. No dog or cat will be allowed to roam free or unattended. A dog or cat may be exercised outside by its owner, but must be kept on a leash at all times. The pet owner must be present where the pet is located. A pet may not be tied outside and left unattended.

A resident agrees to manage his/her pet in such a manner that the pet does not contribute to complaints from other residents regarding the pet's behavior. Residents owning a pet must prevent the pet from damaging property (within apartment, in common areas, grounds, or personal property of others). The pet owner assumes all liability regardless of fault in cases where the pet contributes to or causes property or personal damage.

A resident owning a pet must have the pet under control or confined in a safe manner whenever the VHA staff performs its annual unit inspection and/or when maintenance repairs are being performed.

PART 4. FINANCIAL OBLIGATIONS

A resident owning a pet will be completely financially responsible for all damages caused by the pet, either directly or indirectly, due to a pet's presence in his/her unit. At the time, a tenant wishes to acquire a pet, he/she must pay a pet deposit to the Housing Authority. The pet deposit is in addition to and not part of the refundable security deposit charged to all tenants at occupancy.

PET DEPOSIT - [24CFR§5.318(d)(1)(3)]

A. FOR SMALL CAGED ANIMAL OR BIRD

The pet deposit for a small caged or enclosed pet will be \$10 paid at the time the pet is brought onto the premises. Birdcage shall not be attached to any wall or ceiling of apartment/unit. Birdcage may be placed on a table or hang from a freestanding bird stand.

B. FOR DOG OR CAT

The pet deposit for a dog or cat will be \$250 paid at the time the dog or cat is brought onto the premises.

C. USE OF PET DEPOSIT [24CFR NEW §960.707]

The pet deposit for a dog or a cat will be deposited in an escrow account. Any unused portion (if any) will be returned, plus any accrued interest, to the owner at a reasonable time after termination of his/her housing lease.

The pet deposit will be used to pay reasonable expenses directly attributed to the presence of the pet in the dwelling unit including cost of unit repairs, replacements, and fumigation.

D. Resident shall hold the Housing Authority harmless from all costs and expenses including attorney's fees incurred by the Housing Authority as a result of the resident's ownership of the pet.

PART 5.

A. VIOLATIONS LEADING TO REMOVAL OF PET

Management shall determine permanent removal of a pet. The following conditions may be cause for revocation of Pet Permit:

- 1. Pet has caused excessive damage to buildings or adjacent grounds and shrubbery.
- 2. Pet makes animal sounds that are generally annoying to residents and management. Example: barking dog or a loud meowing cat.
- 3. Pet has caused health or safety problems due to flea infestations, lack of proper sanitation, or due to lack of proper control.
- 4. Pet has bitten, scratched, or caused injury to any person.
- 5. Pet defecates or urinates in unit, common areas, or grounds.
- 6. Pet is found out of control of resident. Example: off leash, running loose,
- 7. Resident has pet with expired municipal animal license.
- 8. Resident has pet with expired inoculation, unless current inoculation status is rectified.
- Upon any determination by the Executive Director that pet is a danger and hazard to the health and safety of residents, management, or guests of project.

B. REVOCATION OF PET PRIVILEGE:

A Pet Permit may be revoked upon the occasion of the following conditions:

- 1. In the event of the pet's death, resident will be responsible for arranging for burial or other disposal off premises.
- 2. If the Vineland Housing Authority finds it necessary to remove the pet from the unit, the resident's pet permit will be permanently revoked.
- C. CONTINUED OR CHRONIC VIOLATIONS of any regulation in this Policy will be cause for the revocation of a tenant's privilege to keep a pet. At the time a resident's Pet Permit is revoked, the owner must remove the pet from the unit permanently. Should the resident fail to comply with this directive, the resident will be evicted due to violating the Policy.

7

Pet Policy, cont.
Part 5.
Revocation of Pet Privilege, cont.

D. PERMANENT REMOVAL OF PET – [24CFR§5.5356 and §5.353]

The Housing Authority may send a written notice of violation after receiving or gathering objective facts supported by written statements that a pet owner has violated a rule(s) governing pet ownership.

1. Written Notice

If the Housing Authority determines a resident has violated a rule(s) governing the owning or keeping of a pet or upon petition by two or more neighbors alleging a complaint against the pet owner for non-compliance of pet rules, the resident will be served a written notice in accordance with [24CFR§5.353(f)(1)(i) or (ii)]; and the resident will be required to attend a meeting.

The written notice will contain a brief statement of the factual basis for the determination and alleged violation(s).

Response from pet owner [24CFR§5.356(2)]

The pet owner has ten days from the effective date of service of the notice to correct the violation, remove the pet, or to make a written request for a meeting to discuss the violation.

Pet Violation Meeting [24CFR§5.356(b)(1)]

Upon receiving a written request for a meeting from the pet owner, the Housing Authority shall schedule a mutually convenient time to hold the meeting. Said meeting shall be no later than 15 days from the effective date of service of the notice. The Executive Director or his designee shall conduct the meeting.

Removal of pet [24CFR§5.356(2)(ii)]

If the Housing Authority determines there has been a violation of the pet policy, the pet owner has ten days to remove the pet from the premises.

TEMPORARY CARE OF PETS BELONGING TO NON-RESIDENTS OF VHA

Pets that do not belong to the resident.

The temporary care of pets, such as to be termed as "pet sitting," is a violation of this pet policy. The term "pet sitting" is defined as the caring for a pet of a relative, friend, or other individual who is a non-resident and whose pet is not registered with the VHA.

Pet Policy, cont.
Part 5.
Revocation of Pet Privilege, cont.

2. Pets brought on site by visitors.

No visitors or guests may bring any animal on site.

PET VIOLATION - COULD BRING TERMINATION OF LEASE - [24CFR§5.356(c)(ii)

The Housing Authority may take the necessary action to terminate occupancy if the violation is sufficient, and the pet owner has failed to remove the pet or correct the pet violation within the applicable time limit as set by VHA management.



Publication 502

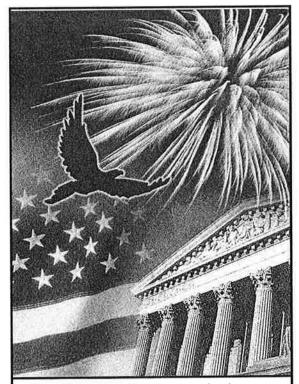
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Medical and **Dental Expenses**

(including the Health **Coverage Tax Credit)**

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What's New

Health coverage tax credit (HCTC). The HCTC, which expired at the end of 2013, has been reinstated retroactive to January 1, 2014. See Health Coverage Tax Credit, and Form 8885 and its instructions.

Standard mileage rate. The standard mileage rate allowed for operating expenses for a car when you use it for medical reasons is 23 cents per mile. See Transportation under What Medical Expenses Are Includible.

Reminders

Future developments. For the latest information about developments related to Pub. 502, such as legislation enacted after it was published, go to www.irs.gov/pub502.

Photographs of missing children. The Internal Revenue Service is a proud partner with the National Center for Missing and Exploited Children. Photographs of missing children selected by the Center may appear in this publication on pages that would otherwise be blank. You can

help bring these children home by looking at the photographs and calling 1-800-THE-LOST (1-800-843-5678) if you recognize a child.

Introduction

This publication explains the itemized deduction for medical and dental expenses that you claim on Schedule A (Form 1040). It discusses what expenses, and whose expenses, you can and can't include in figuring the deduction. It explains how to treat reimbursements and how to figure the deduction. It also tells you how to report the deduction on your tax return and what to do if you sell medical property or receive damages for a personal injury.

Medical expenses include dental expenses, and in this publication the term "medical expenses" is often used to refer to medical and dental expenses.

You can deduct on Schedule A (Form 1040) only the part of your medical and dental expenses that is more than 10% of your adjusted gross income (AGI). But if either you or your spouse was born before January 2, 1951, you can deduct the amount of your medical and dental expenses that is more than 7.5% of your AGI. If your medical and dental expenses aren't more than 10% of your AGI (7.5% if either you or your spouse was born before January 2, 1951), you can't claim a deduction.

This publication also explains how to treat impairment-related work expenses, health insurance premiums if you are self-employed, and the health coverage tax credit that is available to certain individuals.

Pub. 502 covers many common medical expenses but not every possible medical expense. If you can't find the expense you are looking for, refer to the definition of medical expenses under What Are Medical Expenses.

See <u>How To Get Tax Help</u> near the end of this publication for information about getting publications and forms.

Comments and suggestions. We welcome your comments about this publication and your suggestions for future editions.

You can send us comments from www.irs.gov/formspubs. Click on "More Information" and then on "Give us feedback."

Or you can write to:

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We respond to many letters by telephone. Therefore, it would be helpful if you would include your daytime phone number, including the area code, in your correspondence.

Although we cannot respond individually to each comment received, we do appreciate your feedback and will consider your comments as we revise our tax products.

Ordering forms and publications. Visit www.irs.gov/formspubs to download forms and publications. Otherwise, you can go to www.irs.gov/orderforms to order current and prior-year forms and instructions. Your order should arrive within 10 business days.

Tax questions. If you have a tax question not answered by this publication, check IRS.gov and <u>How To Get Tax Help</u> at the end of this publication.

Useful Items

You may want to see:

Publication

☐ 969 Health Savings Accounts and Other Tax-Favored Health Plans

Forms (and Instructions)

- □ 1040 U.S. Individual Income Tax Return
- ☐ Schedule A (Form 1040) Itemized Deductions
- ☐ 8885 Health Coverage Tax Credit
- ☐ 8962 Premium Tax Credit (PTC)

What Are Medical Expenses?

Medical expenses are the costs of diagnosis, cure, mitigation, treatment, or prevention of disease, and the costs for treatments affecting any part or function of the body. These expenses include payments for legal medical services rendered by physicians, surgeons, dentists, and other medical practitioners. They include the costs of equipment, supplies, and diagnostic devices needed for these purposes.

Medical care expenses must be primarily to alleviate or prevent a physical or mental defect or illness. They don't include expenses that are merely beneficial to general health, such as vitamins or a vacation.

Medical expenses include the premiums you pay for insurance that covers the expenses of medical care, and the amounts you pay for transportation to get medical care. Medical expenses also include amounts paid for qualified long-term care services and limited amounts paid for any qualified long-term care insurance contract.

What Expenses Can You Include This Year?

You can include only the medical and dental expenses you paid this year, regardless of when the services were provided. (But see <u>Decedent</u> under <u>Whose Medical Expenses Can You Include</u>, for an exception.) If you pay medical expenses by check, the day you mail or deliver the check generally is the date of payment. If you use a "pay-by-phone" or "online" account to pay your medical expenses, the date reported on the statement of the

financial institution showing when payment was made is the date of payment. If you use a credit card, include medical expenses you charge to your credit card in the year the charge is made, not when you actually pay the amount charged.

If you didn't claim a medical or dental expense that would have been deductible in an earlier year, you can file Form 1040X, Amended U.S. Individual Income Tax Return, for the year in which you overlooked the expense. Don't claim the expense on this year's return. Generally, an amended return must be filed within 3 years from the date the original return was filed or within 2 years from the time the tax was paid, whichever is later.

You can't include medical expenses that were paid by insurance companies or other sources. This is true whether the payments were made directly to you, to the patient, or to the provider of the medical services.

Separate returns. If you and your spouse live in a noncommunity property state and file separate returns, each of you can include only the medical expenses each actually paid. Any medical expenses paid out of a joint checking account in which you and your spouse have the same interest are considered to have been paid equally by each of you, unless you can show otherwise.

Community property states. If you and your spouse live in a community property state and file separate returns or are registered domestic partners in Nevada, Washington, or California, any medical expenses paid out of community funds are divided equally. Generally, each of you should include half the expenses. If medical expenses are paid out of the separate funds of one individual, only the individual who paid the medical expenses can include them. If you live in a community property state and aren't filing a joint return, see Pub. 555.

How Much of the Expenses Can You Deduct?

Generally, you can deduct on Schedule A (Form 1040) only the amount of your medical and dental expenses that is more than 10% of your AGI. But if either you or your spouse was born before January 2, 1951, you can deduct the amount of your medical and dental expenses that is more than 7.5% of your AGI.

Death before age 65. A taxpayer is considered to be age 65 on the day before the taxpayer's 65th birthday. If the taxpayer wasn't age 65 or older at the time of death, the 7.5% threshold doesn't apply for that taxpayer or the spouse of that taxpayer who is under age 65. For example, a taxpayer who was born on February 14, 1950 dies on February 13, 2015. The taxpayer is considered age 65 at the time of death and the 7.5% threshold applies. However, if the taxpayer died on February 12, 2015, the taxpayer isn't considered age 65 and the 7.5% threshold doesn't apply.

Example. You are unmarried and were born after January 2, 1951, and your AGI is \$40,000, 10% of which is \$4,000. You paid medical expenses of \$2,500. You can't deduct any of your medical expenses because they aren't more than 10% of your AGI.

Whose Medical Expenses Can You Include?

You can generally include medical expenses you pay for yourself, as well as those you pay for someone who was your spouse or your dependent either when the services were provided or when you paid for them. There are different rules for decedents and for individuals who are the subject of multiple support agreements. See <u>Support claimed under a multiple support agreement</u>, later, under <u>Qualifying Relative</u>.

Spouse

You can include medical expenses you paid for your spouse. To include these expenses, you must have been married either at the time your spouse received the medical services or at the time you paid the medical expenses.

Example 1. Mary received medical treatment before she married Bill. Bill paid for the treatment after they married. Bill can include these expenses in figuring his medical expense deduction even if Bill and Mary file separate returns.

If Mary had paid the expenses, Bill couldn't include Mary's expenses in his separate return. Mary would include the amounts she paid during the year in her separate return. If they filed a joint return, the medical expenses both paid during the year would be used to figure their medical expense deduction.

Example 2. This year, John paid medical expenses for his wife Louise, who died last year. John married Belle this year and they file a joint return. Because John was married to Louise when she received the medical services, he can include those expenses in figuring his medical expense deduction for this year.

Dependent

You can include medical expenses you paid for your dependent. For you to include these expenses, the person must have been your dependent either at the time the medical services were provided or at the time you paid the expenses. A person generally qualifies as your dependent for purposes of the medical expense deduction if both of the following requirements are met.

1. The person was a <u>qualifying child</u> (defined later) or a <u>qualifying relative</u> (defined later), and

2. The person was a U.S. citizen or national or a resident of the United States, Canada, or Mexico. If your qualifying child was adopted, see Exception for adopted child, later.

You can include medical expenses you paid for an individual that would have been your dependent except that:

- 1. He or she received gross income of \$4,000 or more in 2015.
- 2. He or she filed a joint return for 2015, or
- 3. You, or your spouse if filing jointly, could be claimed as a dependent on someone else's 2015 return.

Exception for adopted child. If you are a U.S. citizen or national and your adopted child lived with you as a member of your household for 2015, that child doesn't have to be a U.S. citizen or national, or a resident of the United States, Canada, or Mexico.

Qualifying Child

A qualifying child is a child who:

- 1. Is your son, daughter, stepchild, foster child, brother, sister, stepbrother, stepsister, half brother, half sister, or a descendant of any of them (for example, your grandchild, niece, or nephew),
- 2. Was:
 - a. Under age 19 at the end of 2015 and younger than you (or your spouse, if filing jointly),
 - b. Under age 24 at the end of 2015, a full-time student, and younger than you (or your spouse, if filing jointly), or
 - c. Any age and permanently and totally disabled,
- 3. Lived with you for more than half of 2015,
- 4. Didn't provide over half of his or her own support for 2015, and
- 5. Didn't file a joint return, other than to claim a refund.

Adopted child. A legally adopted child is treated as your own child. This child includes a child lawfully placed with you for legal adoption.

You can include medical expenses that you paid for a child before adoption if the child qualified as your dependent when the medical services were provided or when the expenses were paid.

If you pay back an adoption agency or other persons for medical expenses they paid under an agreement with you, you are treated as having paid those expenses provided you clearly substantiate that the payment is directly attributable to the medical care of the child.

But if you pay the agency or other person for medical care that was provided and paid for before adoption negotiations began, you can't include them as medical expenses.



You may be able to take a credit for other expenses related to an adoption. See the Instructions for Form 8839, Qualified Adoption Expenses, for

more information.

Child of divorced or separated parents. For purposes of the medical and dental expenses deduction, a child of divorced or separated parents can be treated as a dependent of both parents. Each parent can include the medical expenses he or she pays for the child, even if the other parent claims the child's dependency exemption, if:

- 1. The child is in the custody of one or both parents for more than half the year,
- 2. The child receives over half of his or her support during the year from his or her parents, and
- 3. The child's parents:
 - Are divorced or legally separated under a decree of divorce or separate maintenance,
 - Are separated under a written separation agreement, or
 - c. Live apart at all times during the last 6 months of the year.

This doesn't apply if the child's exemption is being claimed under a multiple support agreement (discussed later).

Qualifying Relative

A qualifying relative is a person:

- 1. Who is your:
 - a. Son, daughter, stepchild, or foster child, or a descendant of any of them (for example, your grandchild),
 - Brother, sister, half brother, half sister, or a son or daughter of any of them,
 - Father, mother, or an ancestor or sibling of either of them (for example, your grandmother, grandfather, aunt, or uncle),
 - d. Stepbrother, stepsister, stepfather, stepmother, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law, or
 - e. Any other person (other than your spouse) who lived with you all year as a member of your household if your relationship didn't violate local law,
- 2. Who wasn't a qualifying child (see *Qualifying Child*, earlier) of any taxpayer for 2015, and
- 3. For whom you provided over half of the support in 2015. But see <u>Child of divorced or separated parents</u>, earlier, Support claimed under a multiple support agreement, next, and Kidnapped child under Qualifying Relative in Pub. 501.

Support claimed under a multiple support agreement. If you are considered to have provided more than

half of a qualifying relative's support under a multiple support agreement, you can include medical expenses you pay for that person. A multiple support agreement is used when two or more people provide more than half of a person's support, but no one alone provides more than half.

Any medical expenses paid by others who joined you in the agreement can't be included as medical expenses by anyone. However, you can include the entire unreimbursed amount you paid for medical expenses.

Example. You and your three brothers each provide one-fourth of your mother's total support. Under a multiple support agreement, you treat your mother as your dependent. You paid all of her medical expenses. Your brothers repaid you for three-fourths of these expenses. In figuring your medical expense deduction, you can include only one-fourth of your mother's medical expenses. Your brothers can't include any part of the expenses. However, if you and your brothers share the nonmedical support items and you separately pay all of your mother's medical expenses, you can include the unreimbursed amount you paid for her medical expenses in your medical expenses.

Decedent

Medical expenses paid before death by the decedent are included in figuring any deduction for medical and dental expenses on the decedent's final income tax return. This includes expenses for the decedent's spouse and dependents as well as for the decedent.

The survivor or personal representative of a decedent can choose to treat certain expenses paid by the decedent's estate for the decedent's medical care as paid by the decedent at the time the medical services were provided. The expenses must be paid within the 1-year period beginning with the day after the date of death. If you are the survivor or personal representative making this choice, you must attach a statement to the decedent's Form 1040 (or the decedent's amended return, Form 1040X) saying that the expenses haven't been and won't be claimed on the estate tax return.



Qualified medical expenses paid before death by the decedent aren't deductible if paid with a tax-free distribution from any Archer MSA, Medicare Advantage MSA, or health savings account.

What if the decedent's return had been filed and the medical expenses weren't included? Form 1040X can be filed for the year or years the expenses are treated as paid, unless the period for filing an amended return for that year has passed. Generally, an amended return must be filed within 3 years of the date the original return was filed, or within 2 years from the time the tax was paid, whichever date is later.

Example. John properly filed his 2014 income tax return. He died in 2015 with unpaid medical expenses of \$1,500 from 2014 and \$1,800 in 2015. If the expenses are paid within the 1-year period, his survivor or personal representative can file an amended return for 2014 claiming a deduction based on the \$1,500 medical expenses. The \$1,800 of medical expenses from 2015 can be included on the decedent's final return for 2015.

What if you pay medical expenses of a deceased spouse or dependent? If you paid medical expenses for your deceased spouse or dependent, include them as medical expenses on your Schedule A (Form 1040) in the year paid, whether they are paid before or after the decedent's death. The expenses can be included if the person was your spouse or dependent either at the time the medical services were provided or at the time you paid the expenses.

What Medical Expenses Are Includible?

Following is a list of items that you can include in figuring your medical expense deduction. The items are listed in alphabetical order.

This list doesn't include all possible medical expenses. To determine if an expense not listed can be included in figuring your medical expense deduction, see What Are Medical Expenses, earlier.

Abortion

You can include in medical expenses the amount you pay for a legal abortion.

Acupuncture

You can include in medical expenses the amount you pay for acupuncture.

Alcoholism

You can include in medical expenses amounts you pay for an inpatient's treatment at a therapeutic center for alcohol addiction. This includes meals and lodging provided by the center during treatment.

You can also include in medical expenses amounts you pay for transportation to and from Alcoholics Anonymous meetings in your community if the attendance is pursuant to medical advice that membership in Alcoholics Anonymous is necessary for the treatment of a disease involving the excessive use of alcoholic liquors.

Ambulance

You can include in medical expenses amounts you pay for ambulance service.

Annual Physical Examination

See Physical Examination, later.

Artificial Limb

You can include in medical expenses the amount you pay for an artificial limb.

Artificial Teeth

You can include in medical expenses the amount you pay for artificial teeth.

Bandages

You can include in medical expenses the cost of medical supplies such as bandages.

Birth Control Pills

You can include in medical expenses the amount you pay for birth control pills prescribed by a doctor.

Body Scan

You can include in medical expenses the cost of an electronic body scan.

Braille Books and Magazines

You can include in medical expenses the part of the cost of Braille books and magazines for use by a visually impaired person that is more than the cost of regular printed editions.

Breast Pumps and Supplies

You can include in medical expenses the cost of breast pumps and supplies that assist lactation.

Breast Reconstruction Surgery

You can include in medical expenses the amounts you pay for breast reconstruction surgery, as well as breast prosthesis, following a mastectomy for cancer. See <u>Cosmetic Surgery</u>, later.

Capital Expenses

You can include in medical expenses amounts you pay for special equipment installed in a home, or for improvements, if their main purpose is medical care for you, your spouse, or your dependent. The cost of permanent improvements that increase the value of your property may be partly included as a medical expense. The cost of the improvement is reduced by the increase in the value of your property. The difference is a medical expense. If the value of your property isn't increased by the improvement, the entire cost is included as a medical expense.

Certain improvements made to accommodate a home to your disabled condition, or that of your spouse or your dependents who live with you, don't usually increase the value of the home and the cost can be included in full as medical expenses. These improvements include, but aren't limited to, the following items.

- Constructing entrance or exit ramps for your home.
- Widening doorways at entrances or exits to your home.
- Widening or otherwise modifying hallways and interior doorways.
- Installing railings, support bars, or other modifications to bathrooms.
- Lowering or modifying kitchen cabinets and equipment.
- Moving or modifying electrical outlets and fixtures.
- Installing porch lifts and other forms of lifts (but elevators generally add value to the house).
- Modifying fire alarms, smoke detectors, and other warning systems.
- Modifying stairways.
- Adding handrails or grab bars anywhere (whether or not in bathrooms).
- Modifying hardware on doors.
- Modifying areas in front of entrance and exit doorways.
- Grading the ground to provide access to the residence.

Only reasonable costs to accommodate a home to a disabled condition are considered medical care. Additional costs for personal motives, such as for architectural or aesthetic reasons, aren't medical expenses.

Capital expense worksheet. Use $\underline{\text{Worksheet A}}$ to figure the amount of your capital expense to include in your medical expenses.

Worksheet A. Capital Expense Worksheet

Keep for Your Records



Instructions: Use this worksheet to figure the amount, if any, of your medical expenses due to a home improvement.			
1.	Enter the amount you paid for the home improvement	1	
2.	Enter the value of your home immediately after the improvement	-	
3.	Enter the value of your home immediately before the improvement	-	
4.	Subtract line 3 from line 2. This is the increase in the value of your home due to the improvement	4	
	• If line 4 is more than or equal to line 1, you have no medical expenses due to the home improvement; stop here.		
	• If line 4 is less than line 1, go to line 5.		
5.	Subtract line 4 from line 1. These are your medical expenses due to the home improvement	5.	

Operation and upkeep. Amounts you pay for operation and upkeep of a capital asset qualify as medical expenses, as long as the main reason for them is medical care. This rule applies even if none or only part of the original cost of the capital asset qualified as a medical care expense.

Improvements to property rented by a person with a disability. Amounts paid to buy and install special plumbing fixtures for a person with a disability, mainly for medical reasons, in a rented house are medical expenses.

Example. John has arthritis and a heart condition. He can't climb stairs or get into a bathtub. On his doctor's advice, he installs a bathroom with a shower stall on the first floor of his two-story rented house. The landlord didn't pay any of the cost of buying and installing the special plumbing and didn't lower the rent. John can include in medical expenses the entire amount he paid.

Car

You can include in medical expenses the cost of special hand controls and other special equipment installed in a car for the use of a person with a disability.

Special design. You can include in medical expenses the difference between the cost of a regular car and a car specially designed to hold a wheelchair.

Cost of operation. The includible costs of using a car for medical reasons are explained under <u>Transportation</u>, later.

Chiropractor

You can include in medical expenses fees you pay to a chiropractor for medical care.

Christian Science Practitioner

You can include in medical expenses fees you pay to Christian Science practitioners for medical care.

Contact Lenses

You can include in medical expenses amounts you pay for contact lenses needed for medical reasons. You can also include the cost of equipment and materials required for using contact lenses, such as saline solution and enzyme cleaner. See *Eyeglasses* and *Eye Surgery*, later.

Crutches

You can include in medical expenses the amount you pay to buy or rent crutches.

Dental Treatment

You can include in medical expenses the amounts you pay for the prevention and alleviation of dental disease. Preventive treatment includes the services of a dental hygienist or dentist for such procedures as teeth cleaning, the application of sealants, and fluoride treatments to prevent tooth decay. Treatment to alleviate dental disease include services of a dentist for procedures such as X-rays, fillings, braces, extractions, dentures, and other dental ailments. But see <u>Teeth Whitening</u> under <u>What Expenses Aren't Includible</u>, later.

Diagnostic Devices

You can include in medical expenses the cost of devices used in diagnosing and treating illness and disease.

Example. You have diabetes and use a blood sugar test kit to monitor your blood sugar level. You can include the cost of the blood sugar test kit in your medical expenses.

Disabled Dependent Care Expenses

Some disabled dependent care expenses may qualify as either:

- Medical expenses, or
- Work-related expenses for purposes of taking a credit for dependent care. (See Pub. 503.)

You can choose to apply them either way as long as you don't use the same expenses to claim both a credit and a medical expense deduction.

Drug Addiction

You can include in medical expenses amounts you pay for an inpatient's treatment at a therapeutic center for drug addiction. This includes meals and lodging at the center during treatment.

Drugs

See Medicines, later.

Eye Exam

You can include in medical expenses the amount you pay for eye examinations.

Eyeglasses

You can include in medical expenses amounts you pay for eyeglasses and contact lenses needed for medical reasons. See *Contact Lenses*, earlier, for more information.

Eye Surgery

You can include in medical expenses the amount you pay for eye surgery to treat defective vision, such as laser eye surgery or radial keratotomy.

Fertility Enhancement

You can include in medical expenses the cost of the following procedures to overcome an inability to have children.

- Procedures such as in vitro fertilization (including temporary storage of eggs or sperm).
- Surgery, including an operation to reverse prior surgery that prevented the person operated on from having children.

Founder's Fee

See Lifetime Care—Advance Payments, later.

Guide Dog or Other Service Animal

You can include in medical expenses the costs of buying, training, and maintaining a guide dog or other service animal to assist a visually impaired or hearing disabled person, or a person with other physical disabilities. In general, this includes any costs, such as food, grooming, and veterinary care, incurred in maintaining the health and vitality of the service animal so that it may perform its duties.

Health Institute

You can include in medical expenses fees you pay for treatment at a health institute only if the treatment is prescribed by a physician and the physician issues a statement that the treatment is necessary to alleviate a physical or mental defect or illness of the individual receiving the treatment.

Health Maintenance Organization (HMO)

You can include in medical expenses amounts you pay to entitle you, your spouse, or a dependent to receive medical care from an HMO. These amounts are treated as medical insurance premiums. See *Insurance Premiums*, later

Hearing Aids

You can include in medical expenses the cost of a hearing aid and batteries, repairs, and maintenance needed to operate it.

Home Care

See Nursing Services, later.

Home Improvements

See Capital Expenses, earlier.

Hospital Services

You can include in medical expenses amounts you pay for the cost of inpatient care at a hospital or similar institution if a principal reason for being there is to receive medical care. This includes amounts paid for meals and lodging. Also see *Lodging*, later.

Insurance Premiums

You can include in medical expenses insurance premiums you pay for policies that cover medical care. You can't include in medical expenses insurance premiums that were paid and for which you are claiming a credit or deduction. Medical care policies can provide payment for treatment that includes:

- Hospitalization, surgical services, X-rays,
- Prescription drugs and insulin,
- Dental care,
- Replacement of lost or damaged contact lenses, and
- Long-term care (subject to additional limitations). See Qualified Long-Term Care Insurance Contracts under Long-Term Care, later.

If you have a policy that provides payments for other than medical care, you can include the premiums for the medical care part of the policy if the charge for the medical part is reasonable. The cost of the medical part must be separately stated in the insurance contract or given to you in a separate statement.

Health Coverage Tax Credit (HCTC)

If during 2014 or 2015, you were an eligible trade adjustment assistance (TAA) recipient, alternative TAA (ATAA) recipient, reemployment TAA (RTAA) recipient, or Pension Benefit Guaranty Corporation (PBGC) pension recipient, you must complete Form 8885 before completing Schedule A. When figuring the amount of insurance premiums you can deduct on Schedule A, don't include any amounts you included on Form 8885.

If advance payments of the premium tax credit were made or you are eligible for both the premium tax credit and the HCTC and elect to take the HCTC, see the 2015 instructions for Form 8885 to see how to figure your credit.

Employer-Sponsored Health Insurance Plan

Don't include in your medical and dental expenses any insurance premiums paid by an employer-sponsored health insurance plan unless the premiums are included on your Form W-2, Wage and Tax Statement. Also, don't include any other medical and dental expenses paid by the plan unless the amount paid is included on your Form W-2.

Example. You are a federal employee participating in the premium conversion plan of the Federal Employee Health Benefits (FEHB) program. Your share of the FEHB premium is paid by making a pre-tax reduction in your salary. Because you are an employee whose insurance premiums are paid with money that is never included in your gross income, you can't deduct the premiums paid with that money.

Long-term care services. Contributions made by your employer to provide coverage for qualified long-term care services under a flexible spending or similar arrangement must be included in your income. This amount will be reported as wages on your Form W-2.

Retired public safety officers. If you are a retired public safety officer, don't include as medical expenses any health or long-term care insurance premiums that you elected to have paid with tax-free distributions from a retirement plan. This applies only to distributions that would otherwise be included in income.

Health reimbursement arrangement (HRA). If you have medical expenses that are reimbursed by a health reimbursement arrangement, you can't include those expenses in your medical expenses. This is because an HRA is funded solely by the employer.

Medicare A

If you are covered under social security (or if you are a government employee who paid Medicare tax), you are enrolled in Medicare A. The payroll tax paid for Medicare A isn't a medical expense.

If you aren't covered under social security (or weren't a government employee who paid Medicare tax), you can voluntarily enroll in Medicare A. In this situation you can include the premiums you paid for Medicare A as a medical expense.

Medicare B

Medicare B is a supplemental medical insurance. Premiums you pay for Medicare B are a medical expense. Check the information you received from the Social Security Administration to find out your premium.

Medicare D

Medicare D is a voluntary prescription drug insurance program for persons with Medicare A or B. You can include as a medical expense premiums you pay for Medicare D.

Prepaid Insurance Premiums

Premiums you pay before you are age 65 for insurance for medical care for yourself, your spouse, or your dependents after you reach age 65 are medical care expenses in the year paid if they are:

- Payable in equal yearly installments or more often, and
- 2. Payable for at least 10 years, or until you reach age 65 (but not for less than 5 years).

Unused Sick Leave Used To Pay Premiums

You must include in gross income cash payments you receive at the time of retirement for unused sick leave. You also must include in gross income the value of unused sick leave that, at your option, your employer applies to the cost of your continuing participation in your employer's health plan after you retire. You can include this cost of continuing participation in the health plan as a medical expense.

If you participate in a health plan where your employer automatically applies the value of unused sick leave to the cost of your continuing participation in the health plan (and you don't have the option to receive cash), don't include the value of the unused sick leave in gross income. You can't include this cost of continuing participation in that health plan as a medical expense.

Insurance Premiums You Can't Include

You can't include premiums you pay for:

Life insurance policies,

- Policies providing payment for loss of earnings,
- · Policies for loss of life, limb, sight, etc.,
- Policies that pay you a guaranteed amount each week for a stated number of weeks if you are hospitalized for sickness or injury,
- The part of your car insurance that provides medical insurance coverage for all persons injured in or by your car because the part of the premium providing insurance for you, your spouse, and your dependents isn't stated separately from the part of the premium providing insurance for medical care for others, or
- Health or long-term care insurance if you elected to pay these premiums with tax-free distributions from a retirement plan made directly to the insurance provider and these distributions would otherwise have been included in income.

Taxes imposed by any governmental unit, such as Medicare taxes, aren't insurance premiums.

Coverage for nondependents. Generally, you can't deduct any additional premium you pay as the result of including on your policy someone who isn't your spouse or dependent, even if that person is your child under age 27. However, you can deduct the additional premium if that person is:

- Your child whom you don't claim as a dependent because of the rules for children of divorced or separated parents,
- Any person you could have claimed as a dependent on your return except that person received \$4,000 or more of gross income or filed a joint return, or
- Any person you could have claimed as a dependent except that you, or your spouse if filing jointly, can be claimed as a dependent on someone else's 2015 return.

Also, if you had family coverage when you added this individual to your policy and your premiums didn't increase, you can enter on Schedule A (Form 1040) the full amount of your medical and dental insurance premiums.

Intellectually and Developmentally Disabled, Special Home for

You can include in medical expenses the cost of keeping a person who is intellectually and developmentally disabled in a special home, not the home of a relative, on the recommendation of a psychiatrist to help the person adjust from life in a mental hospital to community living.

Laboratory Fees

You can include in medical expenses the amounts you pay for laboratory fees that are part of medical care.

Lactation Expenses

See Breast Pumps and Supplies, earlier.

Lead-Based Paint Removal

You can include in medical expenses the cost of removing lead-based paints from surfaces in your home to prevent a child who has or had lead poisoning from eating the paint. These surfaces must be in poor repair (peeling or cracking) or within the child's reach. The cost of repainting the scraped area isn't a medical expense.

If, instead of removing the paint, you cover the area with wallboard or paneling, treat these items as capital expenses. See *Capital Expenses*, earlier. Don't include the cost of painting the wallboard as a medical expense.

Learning Disability

See Special Education, later.

Legal Fees

You can include in medical expenses legal fees you paid that are necessary to authorize treatment for mental illness. However, you can't include in medical expenses fees for the management of a guardianship estate, fees for conducting the affairs of the person being treated, or other fees that aren't necessary for medical care.

Lifetime Care—Advance Payments

You can include in medical expenses a part of a life-care fee or "founder's fee" you pay either monthly or as a lump sum under an agreement with a retirement home. The part of the payment you include is the amount properly allocable to medical care. The agreement must require that you pay a specific fee as a condition for the home's promise to provide lifetime care that includes medical care. You can use a statement from the retirement home to prove the amount properly allocable to medical care. The statement must be based either on the home's prior experience or on information from a comparable home.

Dependents with disabilities. You can include in medical expenses advance payments to a private institution for lifetime care, treatment, and training of your physically or mentally impaired child upon your death or when you become unable to provide care. The payments must be a condition for the institution's future acceptance of your child and must not be refundable.

Payments for future medical care. Generally, you can't include in medical expenses current payments for medical care (including medical insurance) to be provided substantially beyond the end of the year. This rule doesn't apply in situations where the future care is purchased in connection with obtaining lifetime care of the type described earlier.

Lodging

You can include in medical expenses the cost of meals and lodging at a hospital or similar institution if a principal

reason for being there is to receive medical care. See *Nursing Home*, later.

You may be able to include in medical expenses the cost of lodging not provided in a hospital or similar institution. You can include the cost of such lodging while away from home if all of the following requirements are met.

- The lodging is primarily for and essential to medical care.
- 2. The medical care is provided by a doctor in a licensed hospital or in a medical care facility related to, or the equivalent of, a licensed hospital.
- The lodging isn't lavish or extravagant under the circumstances.
- 4. There is no significant element of personal pleasure, recreation, or vacation in the travel away from home.

The amount you include in medical expenses for lodging can't be more than \$50 for each night for each person. You can include lodging for a person traveling with the person receiving the medical care. For example, if a parent is traveling with a sick child, up to \$100 per night can be included as a medical expense for lodging. Meals aren't included.

Don't include the cost of lodging while away from home for medical treatment if that treatment isn't received from a doctor in a licensed hospital or in a medical care facility related to, or the equivalent of, a licensed hospital or if that lodging isn't primarily for or essential to the medical care received.

Long-Term Care

You can include in medical expenses amounts paid for qualified long-term care services and premiums paid for qualified long-term care insurance contracts.

Qualified Long-Term Care Services

Qualified long-term care services are necessary diagnostic, preventive, therapeutic, curing, treating, mitigating, rehabilitative services, and maintenance and personal care services (defined later) that are:

- 1. Required by a chronically ill individual, and
- 2. Provided pursuant to a plan of care prescribed by a licensed health care practitioner.

Chronically ill individual. An individual is chronically ill if, within the previous 12 months, a licensed health care practitioner has certified that the individual meets either of the following descriptions.

 He or she is unable to perform at least two activities of daily living without substantial assistance from another individual for at least 90 days, due to a loss of functional capacity. Activities of daily living are eating, toileting, transferring, bathing, dressing, and continence. 2. He or she requires substantial supervision to be protected from threats to health and safety due to severe cognitive impairment.

Maintenance and personal care services. Maintenance or personal care services is care which has as its primary purpose the providing of a chronically ill individual with needed assistance with his or her disabilities (including protection from threats to health and safety due to severe cognitive impairment).

Qualified Long-Term Care Insurance Contracts

A qualified long-term care insurance contract is an insurance contract that provides only coverage of qualified long-term care services. The contract must:

- 1. Be guaranteed renewable,
- 2. Not provide for a cash surrender value or other money that can be paid, assigned, pledged, or borrowed,
- Provide that refunds, other than refunds on the death
 of the insured or complete surrender or cancellation
 of the contract, and dividends under the contract must
 be used only to reduce future premiums or increase
 future benefits, and
- 4. Generally not pay or reimburse expenses incurred for services or items that would be reimbursed under Medicare, except where Medicare is a secondary payer, or the contract makes *per diem* or other periodic payments without regard to expenses.

The amount of qualified long-term care premiums you can include is limited. You can include the following as medical expenses on Schedule A (Form 1040).

- Qualified long-term care premiums up to the following amounts.
 - a. Age 40 or under \$380.
 - b. Age 41 to 50 \$710.
 - c. Age 51 to 60 \$1,430.
 - d. Age 61 to 70 \$3,800.
 - e. Age 71 or over \$4,750.
- 2. Unreimbursed expenses for qualified long-term care services.

Note. The limit on premiums is for each person.

Also, if you are an eligible retired public safety officer, you can't include premiums for long-term care insurance if you elected to pay these premiums with tax-free distributions from a qualified retirement plan made directly to the insurance provider and these distributions would otherwise have been included in your income.

Meals

You can include in medical expenses the cost of meals at a hospital or similar institution if a principal reason for being there is to get medical care.

You can't include in medical expenses the cost of meals that aren't part of inpatient care. Also see *Weight-Loss Program* and *Nutritional Supplements*, later.

Medical Conferences

You can include in medical expenses amounts paid for admission and transportation to a medical conference if the medical conference concerns the chronic illness of yourself, your spouse, or your dependent. The costs of the medical conference must be primarily for and necessary to the medical care of you, your spouse, or your dependent. The majority of the time spent at the conference must be spent attending sessions on medical information.



The cost of meals and lodging while attending the conference isn't deductible as a medical expense.

Medical Information Plan

You can include in medical expenses amounts paid to a plan that keeps medical information in a computer data bank and retrieves and furnishes the information upon request to an attending physician.

Medicines

You can include in medical expenses amounts you pay for prescribed medicines and drugs. A prescribed drug is one that requires a prescription by a doctor for its use by an individual. You can also include amounts you pay for insulin. Except for insulin, you can't include in medical expenses amounts you pay for a drug that isn't prescribed.

Imported medicines and drugs. If you imported medicines or drugs from other countries, see <u>Medicines and Drugs From Other Countries</u>, under <u>What Expenses Aren't Includible</u>, later.

Nursing Home

You can include in medical expenses the cost of medical care in a nursing home, home for the aged, or similar institution, for yourself, your spouse, or your dependents. This includes the cost of meals and lodging in the home if a principal reason for being there is to get medical care.

Don't include the cost of meals and lodging if the reason for being in the home is personal. You can, however, include in medical expenses the part of the cost that is for medical or nursing care.

Nursing Services

You can include in medical expenses wages and other amounts you pay for nursing services. The services need not be performed by a nurse as long as the services are of a kind generally performed by a nurse. This includes services connected with caring for the patient's condition, such as giving medication or changing dressings, as well as bathing and grooming the patient. These services can be provided in your home or another care facility.

Generally, only the amount spent for nursing services is a medical expense. If the attendant also provides personal and household services, amounts paid to the attendant must be divided between the time spent performing household and personal services and the time spent for nursing services. For example, because of your medical condition you pay a visiting nurse \$300 per week for medical and household services. She spends 10% of her time doing household services such as washing dishes and laundry. You can include only \$270 per week as medical expenses. The \$30 (10% × \$300) allocated to household services can't be included. However, certain maintenance or personal care services provided for qualified long-term care can be included in medical expenses. See Maintenance and personal care services under Long-Term Care, earlier. Additionally, certain expenses for household services or for the care of a qualifying individual incurred to allow you to work may qualify for the child and dependent care credit. See Pub. 503.

You can also include in medical expenses part of the amount you pay for that attendant's meals. Divide the food expense among the household members to find the cost of the attendant's food. Then divide that cost in the same manner as in the preceding paragraph. If you had to pay additional amounts for household upkeep because of the attendant, you can include the extra amounts with your medical expenses. This includes extra rent or utilities you pay because you moved to a larger apartment to provide space for the attendant.

Employment taxes. You can include as a medical expense social security tax, FUTA, Medicare tax, and state employment taxes you pay for an attendant who provides medical care. If the attendant also provides personal and household services, you can include as a medical expense only the amount of employment taxes paid for medical services as explained earlier. For information on employment tax responsibilities of household employers, see Pub. 926.

Operations

You can include in medical expenses amounts you pay for legal operations that aren't for unnecessary cosmetic surgery. See <u>Cosmetic Surgery</u> under <u>What Expenses Aren't Includible</u>, later.

Optometrist

See Eyeglasses, earlier.

Organ Donors

See Transplants, later.

Osteopath

You can include in medical expenses amounts you pay to an osteopath for medical care.

Oxygen

You can include in medical expenses amounts you pay for oxygen and oxygen equipment to relieve breathing problems caused by a medical condition.

Physical Examination

You can include in medical expenses the amount you pay for an annual physical examination and diagnostic tests by a physician. You don't have to be ill at the time of the examination.

Pregnancy Test Kit

You can include in medical expenses the amount you pay to purchase a pregnancy test kit to determine if you are pregnant.

Premium Tax Credit

You can't include in medical expenses the amount of health insurance premiums paid by or through the premium tax credit. You also can't include in medical expenses any amount of advance payments of the premium tax credit made that you did not have to pay back. However, any amount of advance payments of the premium tax credit that you did have to pay back can be included in medical expenses.

Example 1. Amy is under age 65 and unmarried. The cost of her health insurance premiums in 2015 is \$8,700. Advance payments of the premium tax credit of \$4,200 are made to the insurance company and Amy pays premiums of \$4,500. On her 2015 tax return, Amy is allowed a premium tax credit of \$3,600 and must repay \$600 excess advance credit payments (which is less than the repayment limitation). Amy is treated as paying \$5,100 (\$8,700 less the allowed premium tax credit of \$3,600) for health insurance premiums in 2015. Because \$5,100 is more than 10% of Amy's AGI, when she fills out her Schedule A, she enters \$5,100 on line 1.

Example 2. The facts are the same as in *Example 1*, except Amy is allowed a premium tax credit of \$4,900 on her tax return and receives a net premium tax credit of \$700. Amy is treated as paying \$3,800 (\$8,700 less the allowed premium tax credit of \$4,900) for health insurance premiums in 2015. Because \$3,800 is more than 10% of Amy's AGI, when she fills out her Schedule A, she enters \$3,800 on line 1.

Prosthesis

See <u>Artificial Limb</u> and <u>Breast Reconstruction Surgery</u>, earlier.

Psychiatric Care

You can include in medical expenses amounts you pay for psychiatric care. This includes the cost of supporting a mentally ill dependent at a specially equipped medical center where the dependent receives medical care. See *Psychoanalysis*, next, and *Transportation*, later.

Psychoanalysis

You can include in medical expenses payments for psychoanalysis. However, you can't include payments for psychoanalysis that is part of required training to be a psychoanalyst.

Psychologist

You can include in medical expenses amounts you pay to a psychologist for medical care.

Special Education

You can include in medical expenses fees you pay on a doctor's recommendation for a child's tutoring by a teacher who is specially trained and qualified to work with children who have learning disabilities caused by mental or physical impairments, including nervous system disorders.

You can include in medical expenses the cost (tuition, meals, and lodging) of attending a school that furnishes special education to help a child to overcome learning disabilities. A doctor must recommend that the child attend the school. Overcoming the learning disabilities must be a principal reason for attending the school, and any ordinary education received must be incidental to the special education provided. Special education includes:

- Teaching Braille to a visually impaired person,
- Teaching lip reading to a hearing disabled person, or
- Giving remedial language training to correct a condition caused by a birth defect.

You can't include in medical expenses the cost of sending a child with behavioral problems to a school where the course of study and the disciplinary methods have a beneficial effect on the child's attitude if the availability of medical care in the school isn't a principal reason for sending the student there.

Sterilization

You can include in medical expenses the cost of a legal sterilization (a legally performed operation to make a person unable to have children). Also see <u>Vasectomy</u>, later.

Stop-Smoking Programs

You can include in medical expenses amounts you pay for a program to stop smoking. However, you can't include in medical expenses amounts you pay for drugs that don't require a prescription, such as nicotine gum or patches, that are designed to help stop smoking.

Surgery

See Operations, earlier.

Telephone

You can include in medical expenses the cost of special telephone equipment that lets a person who is deaf, hard of hearing, or has a speech disability communicate over a regular telephone. This includes teletypewriter (TTY) and telecommunications device for the deaf (TDD) equipment. You can also include the cost of repairing the equipment.

Television

You can include in medical expenses the cost of equipment that displays the audio part of television programs as subtitles for persons with a hearing disability. This may be the cost of an adapter that attaches to a regular set. It also may be the part of the cost of a specially equipped television that exceeds the cost of the same model regular television set.

Therapy

You can include in medical expenses amounts you pay for therapy received as medical treatment.

Transplants

You can include in medical expenses amounts paid for medical care you receive because you are a donor or a possible donor of a kidney or other organ. This includes transportation.

You can include any expenses you pay for the medical care of a donor in connection with the donating of an organ. This includes transportation.

Transportation

You can include in medical expenses amounts paid for transportation primarily for, and essential to, medical care.

You can include:

- Bus, taxi, train, or plane fares or ambulance service,
- Transportation expenses of a parent who must go with a child who needs medical care,
- Transportation expenses of a nurse or other person who can give injections, medications, or other treatment required by a patient who is traveling to get medical care and is unable to travel alone, and

 Transportation expenses for regular visits to see a mentally ill dependent, if these visits are recommended as a part of treatment.

Car expenses. You can include out-of-pocket expenses, such as the cost of gas and oil, when you use a car for medical reasons. You can't include depreciation, insurance, general repair, or maintenance expenses.

If you don't want to use your actual expenses for 2015, you can use the standard medical mileage rate of 23 cents a mile.

You can also include parking fees and tolls. You can add these fees and tolls to your medical expenses whether you use actual expenses or the standard mileage rate.

Example. In 2015, Bill Jones drove 2,800 miles for medical reasons. He spent \$500 for gas, \$30 for oil, and \$100 for tolls and parking. He wants to figure the amount he can include in medical expenses both ways to see which gives him the greater deduction.

He figures the actual expenses first. He adds the \$500 for gas, the \$30 for oil, and the \$100 for tolls and parking for a total of \$630.

He then figures the standard mileage amount. He multiplies 2,800 miles by 23 cents a mile for a total of \$644. He then adds the \$100 tolls and parking for a total of \$744.

Bill includes the \$744 of car expenses with his other medical expenses for the year because the \$744 is more than the \$630 he figured using actual expenses.

Transportation expenses you can't include. You can't include in medical expenses the cost of transportation in the following situations.

- Going to and from work, even if your condition requires an unusual means of transportation.
- Travel for purely personal reasons to another city for an operation or other medical care.
- Travel that is merely for the general improvement of one's health.
- The costs of operating a specially equipped car for other than medical reasons.

Trips

You can include in medical expenses amounts you pay for transportation to another city if the trip is primarily for, and essential to, receiving medical services. You may be able to include up to \$50 for each night for each person. You can include lodging for a person traveling with the person receiving the medical care. For example, if a parent is traveling with a sick child, up to \$100 per night can be included as a medical expense for lodging. Meals aren't included. See *Lodging*, earlier.

You can't include in medical expenses a trip or vacation taken merely for a change in environment, improvement of morale, or general improvement of health, even if the trip is made on the advice of a doctor. However, see <u>Medical Conferences</u>, earlier.

Tuition

Under special circumstances, you can include charges for tuition in medical expenses. See <u>Special Education</u>, earlier.

You can include charges for a health plan included in a lump-sum tuition fee if the charges are separately stated or can easily be obtained from the school.

Vasectomy

You can include in medical expenses the amount you pay for a vasectomy.

Vision Correction Surgery

See Eye Surgery, earlier.

Weight-Loss Program

You can include in medical expenses amounts you pay to lose weight if it is a treatment for a specific disease diagnosed by a physician (such as obesity, hypertension, or heart disease). This includes fees you pay for membership in a weight reduction group as well as fees for attendance at periodic meetings. You can't include membership dues in a gym, health club, or spa as medical expenses, but you can include separate fees charged there for weight loss activities.

You can't include the cost of diet food or beverages in medical expenses because the diet food and beverages substitute for what is normally consumed to satisfy nutritional needs. You can include the cost of special food in medical expenses only if:

- 1. The food doesn't satisfy normal nutritional needs,
- 2. The food alleviates or treats an illness, and
- 3. The need for the food is substantiated by a physician.

The amount you can include in medical expenses is limited to the amount by which the cost of the special food exceeds the cost of a normal diet. See also <u>Weight-Loss</u> Program under What Expenses Aren't Includible, later.

Wheelchair

You can include in medical expenses amounts you pay for a wheelchair used mainly for the relief of sickness or disability, and not just to provide transportation to and from work. The cost of operating and maintaining the wheelchair is also a medical expense.

Wig

You can include in medical expenses the cost of a wig purchased upon the advice of a physician for the mental health of a patient who has lost all of his or her hair from disease.

X-ray

You can include in medical expenses amounts you pay for X-rays for medical reasons.

What Expenses Aren't Includible?

Following is a list of some items that you can't include in figuring your medical expense deduction. The items are listed in alphabetical order.

Baby Sitting, Childcare, and Nursing Services for a Normal, Healthy Baby

You can't include in medical expenses amounts you pay for the care of children, even if the expenses enable you, your spouse, or your dependent to get medical or dental treatment. Also, any expense allowed as a childcare credit can't be treated as an expense paid for medical care.

Controlled Substances

You can't include in medical expenses amounts you pay for controlled substances (such as marijuana, laetrile, etc.) that aren't legal under federal law, even if such substances are legalized by state law.

Cosmetic Surgery

Generally, you can't include in medical expenses the amount you pay for unnecessary cosmetic surgery. This includes any procedure that is directed at improving the patient's appearance and doesn't meaningfully promote the proper function of the body or prevent or treat illness or disease. You generally can't include in medical expenses the amount you pay for procedures such as face lifts, hair transplants, hair removal (electrolysis), and liposuction.

You can include in medical expenses the amount you pay for cosmetic surgery if it is necessary to improve a deformity arising from, or directly related to, a congenital abnormality, a personal injury resulting from an accident or trauma, or a disfiguring disease.

Example. An individual undergoes surgery that removes a breast as part of treatment for cancer. She pays a surgeon to reconstruct the breast. The surgery to reconstruct the breast corrects a deformity directly related to the disease. The cost of the surgery is includible in her medical expenses.

Dancing Lessons

You can't include in medical expenses the cost of dancing lessons, swimming lessons, etc., even if they are recommended by a doctor, if they are only for the improvement of general health.

Diaper Service

You can't include in medical expenses the amount you pay for diapers or diaper services, unless they are needed to relieve the effects of a particular disease.

Electrolysis or Hair Removal

See Cosmetic Surgery, earlier.

Flexible Spending Account

You can't include in medical expenses amounts for which you are fully reimbursed by your flexible spending account if you contribute a part of your income on a pre-tax basis to pay for the qualified benefit.

Funeral Expenses

You can't include in medical expenses amounts you pay for funerals.

Future Medical Care

Generally, you can't include in medical expenses current payments for medical care (including medical insurance) to be provided substantially beyond the end of the year. This rule doesn't apply in situations where the future care is purchased in connection with obtaining lifetime care or long-term care of the type described at <u>Lifetime Care—Advance Payments</u> or <u>Long-Term Care</u>, earlier, under *What Medical Expenses Are Includible*.

Hair Transplant

See Cosmetic Surgery, earlier.

Health Club Dues

You can't include in medical expenses health club dues or amounts paid to improve one's general health or to relieve physical or mental discomfort not related to a particular medical condition.

You can't include in medical expenses the cost of membership in any club organized for business, pleasure, recreation, or other social purpose.

Health Coverage Tax Credit

You can't include in medical expenses amounts you pay for health insurance you use in figuring your health coverage tax credit. For more information, see the 2015 instructions for Form 8885.

Health Savings Accounts

You can't include in medical expenses any payment or distribution for medical expenses out of a health savings account. Contributions to health savings accounts are deducted separately. See Pub. 969.

Household Help

You can't include in medical expenses the cost of household help, even if such help is recommended by a doctor. This is a personal expense that isn't deductible. However, you may be able to include certain expenses paid to a person providing nursing-type services. For more information, see *Nursing Services*, earlier, under *What Medical Expenses Are Includible*. Also, certain maintenance or personal care services provided for qualified long-term care can be included in medical expenses. For more information, see *Long-Term Care*, earlier, under *What Medical Expenses Are Includible*.

Illegal Operations and Treatments

You can't include in medical expenses amounts you pay for illegal operations, treatments, or controlled substances whether rendered or prescribed by licensed or unlicensed practitioners.

Insurance Premiums

See <u>Insurance Premiums</u> under <u>What Medical Expenses</u> Are Includible, earlier.

Maternity Clothes

You can't include in medical expenses amounts you pay for maternity clothes.

Medical Savings Account (MSA)

You can't include in medical expenses amounts you contribute to an Archer MSA. You can't include expenses you pay for with a tax-free distribution from your Archer MSA. You also can't use other funds equal to the amount of the distribution and include the expenses. For more information on Archer MSAs, see Pub. 969.

Medicines and Drugs From Other Countries

In general, you can't include in your medical expenses the cost of a prescribed drug brought in (or ordered shipped) from another country. You can only include the cost of a drug that was imported legally. For example, you can include the cost of a prescribed drug the Food and Drug Administration announces can be legally imported by individuals.

You can include the cost of a prescribed drug you purchase and consume in another country if the drug is legal in both the other country and the United States.

Nonprescription Drugs and Medicines

Except for insulin, you can't include in medical expenses amounts you pay for a drug that isn't prescribed.

Example. Your doctor recommends that you take aspirin. Because aspirin is a drug that doesn't require a physician's prescription, you can't include its cost in your medical expenses.

Nutritional Supplements

You can't include in medical expenses the cost of nutritional supplements, vitamins, herbal supplements, "natural medicines," etc. unless they are recommended by a medical practitioner as treatment for a specific medical condition diagnosed by a physician. Otherwise, these items are taken to maintain your ordinary good health, and aren't for medical care.

Personal Use Items

You can't include in medical expenses the cost of an item ordinarily used for personal, living, or family purposes unless it is used primarily to prevent or alleviate a physical or mental defect or illness. For example, the cost of a toothbrush and toothpaste is a nondeductible personal expense.

In order to accommodate an individual with a physical defect, you may have to purchase an item ordinarily used as a personal, living, or family item in a special form. You can include the excess of the cost of the item in a special form over the cost of the item in normal form as a medical expense. (See <u>Braille Books and Magazines</u> under What Medical Expenses Are Includible, earlier.)

Premium Tax Credit

You can't include in medical expenses the amount of health insurance premiums paid by or through the premium tax credit. You also can't include in medical expenses any amount of advance payments of the premium tax credit made that you did not have to pay back. However, any amount of advance payments of the premium tax credit that you did have to pay back can be included in medical expenses.

Swimming Lessons

See Dancing Lessons, earlier.

Teeth Whitening

You can't include in medical expenses amounts paid to whiten teeth. See *Cosmetic Surgery*, earlier.

Veterinary Fees

You generally can't include veterinary fees in your medical expenses, but see <u>Guide Dog or Other Service Animal</u> under <u>What Medical Expenses Are Includible</u>, earlier.

Weight-Loss Program

You can't include in medical expenses the cost of a weight-loss program if the purpose of the weight loss is the improvement of appearance, general health, or sense of well-being. You can't include amounts you pay to lose weight unless the weight loss is a treatment for a specific disease diagnosed by a physician (such as obesity, hypertension, or heart disease). If the weight-loss treatment isn't for a specific disease diagnosed by a physician, you can't include either the fees you pay for membership in a weight reduction group or fees for attendance at periodic meetings. Also, you can't include membership dues in a gym, health club, or spa.

You can't include the cost of diet food or beverages in medical expenses because the diet food and beverages substitute for what is normally consumed to satisfy nutritional needs.

See <u>Weight-Loss Program</u> under <u>What Medical Expenses Are Includible</u>, earlier.

How Do You Treat Reimbursements?

You can include in medical expenses only those amounts paid during the tax year for which you received no insurance or other reimbursement.

Insurance Reimbursement

You must reduce your total medical expenses for the year by all reimbursements for medical expenses that you receive from insurance or other sources during the year. This includes payments from Medicare.

Even if a policy provides reimbursement only for certain specific medical expenses, you must use amounts you receive from that policy to reduce your total medical expenses, including those it doesn't reimburse.

Example. You have insurance policies that cover your hospital and doctors' bills but not your nursing bills. The insurance you receive for the hospital and doctors' bills is more than their charges. In figuring your medical deduction, you must reduce the total amount you spent for medical care by the total amount of insurance you received, even if the policies don't cover some of your medical expenses.

Health reimbursement arrangement (HRA). A health reimbursement arrangement is an employer-funded plan that reimburses employees for medical care expenses and allows unused amounts to be carried forward. An HRA is funded solely by the employer and the reimbursements for medical expenses, up to a maximum dollar amount for a coverage period, aren't included in your income.

Other reimbursements. Generally, you don't reduce medical expenses by payments you receive for:

- Permanent loss or loss of use of a member or function of the body (loss of limb, sight, hearing, etc.) or disfigurement to the extent the payment is based on the nature of the injury without regard to the amount of time lost from work, or
- Loss of earnings.

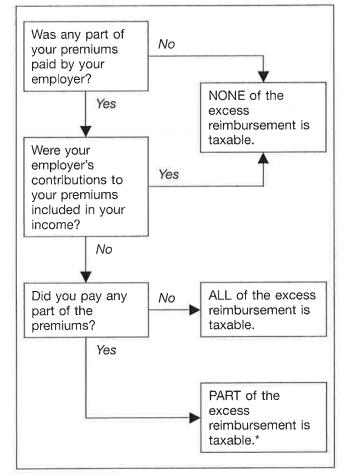
You must, however, reduce your medical expenses by any part of these payments that is designated for medical costs. See How Do You Figure and Report the Deduction on Your Tax Return, later.

For how to treat damages received for personal injury or sickness, see Damages for Personal Injuries. later.

What If Your Insurance Reimbursement Is More Than Your Medical Expenses?

If you are reimbursed more than your medical expenses, you may have to include the excess in income. You may want to use Figure 1 to help you decide if any of your reimbursement is taxable.

Figure 1. Is Your Excess Medical Reimbursement Taxable?



^{*}See Premiums paid by you and your employer.

Premiums paid by you. If you pay either the entire premium for your medical insurance or all the costs of a plan similar to medical insurance and your insurance payments or other reimbursements are more than your total medical expenses for the year, you have excess reimbursement. Generally, you don't include the excess reimbursement in your gross income. However, gross income does include total payments in excess of \$330 a day (\$120,450 for 2015) for qualified long-term care services.

Premiums paid by you and your employer. If both you and your employer contribute to your medical insurance plan and your employer's contributions aren't included in your gross income, you must include in your gross income the part of your excess reimbursement that is from your employer's contribution.

If you aren't covered by more than one policy, you can figure the amount of the excess reimbursement you must include in gross income using Worksheet B. If you are covered under more than one policy, see More than one policy, later.

Worksheet B. Excess Reimbursement Includible in Income When You Have Only **One Policy**

Keep for Your Records



Instructions: Use this worksheet to figure the amount of excess reimbursement you must include in income when both you and your employer contributed to your medical insurance and your employer's contributions aren't included in your gross income.

- 1. Enter the amount contributed to your medical insurance for the year by your employer 1.__ 2. Enter the total annual cost of the policy 2.
- 3. Divide line 1 by line 2 3.
- 4. Enter the amount of excess reimbursement 4.
- 5. Multiply line 3 by line 4. This is the amount of the excess reimbursement you must include as other income on Form 1040 5.

Premiums paid by your employer. If your employer or your former employer pays the total cost of your medical insurance plan and your employer's contributions aren't included in your income, you must report all of your excess reimbursement as other income.

More than one policy. If you are covered under more than one policy, the cost of at least one of which is paid by both you and your employer, you must first divide the medical expenses among the policies to figure the excess reimbursement from each policy. Then divide the policy costs to figure the part of any excess reimbursement that is from your employer's contribution. Any excess reimbursement that is due to your employer's contributions is includible in your income.

You can figure the part of the excess reimbursement that is from your employer's contribution by using Worksheet C. Use Worksheet C only if both you and your employer paid part of the cost of at least one policy. If you had more than one policy, but you didn't share in the cost of at least one policy, don't use Worksheet C.

Worksheet C. Excess Reimbursement Includible in Income When You Have More Than One Policy



Keep for Your Records

Instructions: Use this worksheet to figure the amount of excess reimbursement you must include as income on your tax return when (a) you are reimbursed under two or more health insurance policies, (b) at least one of which is paid for by both you and your employer, and (c) your employer's contributions aren't included in your gross income. If you and your employer didn't share in the cost of at least one policy, don't use this worksheet.

1.	Enter the reimbursement from your employer's policy	1.	
2.	Enter the reimbursement from your own policy	2.	
3.	Add lines 1 and 2	3.	
4.	Divide line 1 by line 3	4.	
5.	Enter the total medical expenses you paid during the year. If this amount is at least as much as the amount on line 3, stop here because there is no excess reimbursement	5.	
6.	Multiply line 4 by line 5	6.	
7.	Subtract line 6 from line 1	7.	
8.	Enter employer's contribution to the annual cost of the employer's policy	8.	
9.	Enter total annual cost of the employer's policy	9.	
10.	Divide line 8 by line 9. This is the percentage of your total excess reimbursement you must report as other income	10.	
11.	Multiply line 7 by line 10. This is the amount of your total excess reimbursement you must report as other income on Form 1040	11.	

What If You Receive Insurance Reimbursement in a Later Year?

If you are reimbursed in a later year for medical expenses you deducted in an earlier year, you generally must report the reimbursement as income up to the amount you previously deducted as medical expenses.

However, don't report as income the amount of reimbursement you received up to the amount of your medical deductions that didn't reduce your tax for the earlier year.

For more information about the recovery of an amount that you claimed as an itemized deduction in an earlier year, see Recoveries in Pub. 525, Taxable and Nontaxable Income.

What If You Are Reimbursed for Medical **Expenses You Didn't Deduct?**

If you didn't deduct a medical expense in the year you paid it because your medical expenses weren't more than 10% of your AGI (7.5% of your AGI if either you or your spouse was born before January 2, 1951), or because you didn't itemize deductions, don't include the reimbursement, up to the amount of the expense, in income. However, if the reimbursement is more than the expense, see What If Your Insurance Reimbursement Is More Than Your Medical Expenses, earlier.

Example. Last year, you were unmarried, you were born after January 2, 1951, and you had \$500 of medical expenses. You can't deduct the \$500 because it is less than 10% of your AGI. If, in a later year, you are reimbursed for any of the \$500 of medical expenses, you don't include that amount in your gross income.

How Do You Figure and Report the Deduction on Your Tax Return?

Once you have determined which medical expenses you can include, figure and report the deduction on your tax return.

What Tax Form Do You Use?

You report your medical expense deduction on Schedule A, Form 1040. You can't claim medical expenses on Form 1040A or Form 1040EZ. See the instructions for Schedule A (Form 1040) for more detailed information on figuring your medical and dental expense deduction.



Recordkeeping. You should keep records of your medical and dental expenses to support corps your deduction. Don't send these records with your paper return.

Sale of Medical Equipment or Property

If you deduct the cost of medical equipment or property in one year and sell it in a later year, you may have a taxable gain. The taxable gain is the amount of the selling price that is more than the adjusted basis of the equipment or property.

The adjusted basis is the portion of the cost of the equipment or property that you couldn't deduct because of the 10% limit (or 7.5% if either you or your spouse was born before January 2, 1951), used to compute the medical deduction. Use Worksheet D, later, to figure the adjusted basis of the equipment or property.

Worksheet D. Adjusted Basis of Medical Equipment or Property Sold

Keep for Your Records



Instructions: Use this worksheet if you deducted the cost of medical equipment or property in one year and sold the equipment or property in a later year. This worksheet will give you the adjusted basis of the equipment or property you sold.

Dasis	of the equipment of property you sold.	
1.	Enter the cost of the equipment or property	1
2.	Enter your total includible medical expenses for the year you included the cost in your medical expenses	2
3.	Divide line 1 by line 2	3
4.	Enter 10% (or 7.5% if either you or your spouse was born before January 2, 1951), of your AGI for the year the cost was included in your medical expenses	4
5.	Multiply line 3 by line 4. If your allowable itemized deductions for the year you purchased the equipment or property weren't more than your AGI for that year, stop here. This is the adjusted basis of the equipment or property. If your allowable itemized deductions for the year you purchased the equipment or property were more than your AGI for that year, complete lines 6 through	5.
6.	Subtract line 5 from line 1	6
7.	Enter your total allowable itemized deductions for the year the cost was included in your medical expenses	7
8.	Divide line 6 by line 7	8
9.	Enter your AGI for the year the cost was included in your medical	
4.0	expenses	9
10.	Subtract line 9 from line 7	10
11.	Multiply line 8 by line 10	11
12.	Add line 5 to line 11. If your allowable itemized deductions for the year you purchased the equipment or property were more than your AGI for that year, this is the adjusted basis of the equipment or property	12

Next, use Worksheet E to figure the total gain or loss on the sale of the medical equipment or property.

Worksheet E. Gain or Loss On the Sale of Medical Equipment or Property

 Subtract line 4 from line 3. This is the total gain or loss from the sale of the medical equipment or property 5.

Keep for Your Records



Instructions: Use the following worksheet to figure total gain or loss on the sale of medical equipment or property that you deducted in an earlier year.				
1.	Enter the amount that the medical equipment or property sold for 1			
2.	Enter your selling expenses 2.			
3.	Subtract line 2 from line 1 3.			
4.	Enter the adjusted basis of the equipment or property from Worksheet D, line 5, or line 12, if applicable 4			

If you have a loss, it isn't deductible. If you have a gain, it is includible in your income. The part of the gain that is a recovery of an amount you previously deducted is taxable as ordinary income. Enter it on Form 1040. Any part of the gain that is more than the recovery of an amount you previously deducted is taxable as a capital gain. Enter it on Form 8949, Sales and Other Dispositions of Capital Assets, and Schedule D (Form 1040), Capital Gains and Losses.

For more information about the recovery of an amount that you claimed as an itemized deduction in an earlier year, see *Recoveries* in Pub. 525.

Damages for Personal Injuries

If you receive an amount in settlement of a personal injury suit, part of that award may be for medical expenses that you deducted in an earlier year. If it is, you must include that part in your income in the year you receive it to the extent it reduced your taxable income in the earlier year. See What If You Receive Insurance Reimbursement in a Later Year, discussed earlier under How Do You Treat Reimbursements.

Example. You sued this year for injuries you suffered in an accident last year. You sought \$10,000 for your injuries and didn't itemize your damages. Last year, you paid \$500 for medical expenses for your injuries. You deducted those expenses on last year's tax return. This year you settled your lawsuit for \$2,000. Your settlement didn't itemize or allocate the damages. The \$2,000 is first presumed to be for the medical expenses that you deducted. The \$500 is includible in your income this year because you deducted the entire \$500 as a medical expense deduction last year.

Future medical expenses. If you receive an amount in settlement of a damage suit for personal injuries, part of

that award may be for future medical expenses. If it is, you must reduce any future medical expenses for these injuries until the amount you received has been completely used.

Example. You were injured in an accident. You sued and sought a judgment of \$50,000 for your injuries. You settled the suit for \$45,000. The settlement provided that \$10,000 of the \$45,000 was for future medical expenses for your injuries. You can't include the first \$10,000 that you pay for medical expenses for those injuries.

Workers' compensation. If you received workers' compensation and you deducted medical expenses related to that injury, you must include the workers' compensation in income up to the amount you deducted. If you received workers' compensation, but didn't deduct medical expenses related to that injury, don't include the workers' compensation in your income.

Impairment-Related Work Expenses

If you are a person with disabilities, you can take a business deduction for expenses that are necessary for you to be able to work. If you take a business deduction for these impairment-related work expenses, they aren't subject to the 10% limit (or 7.5% if either you or your spouse was born before January 2, 1951), that applies to medical expenses.

You have a disability if you have:

- A physical or mental disability (for example, blindness or deafness) that functionally limits your being employed, or
- A physical or mental impairment (for example, a sight or hearing impairment) that substantially limits one or more of your major life activities, such as performing manual tasks, walking, speaking, breathing, learning, or working.

Impairment-related expenses defined. Impairment-related expenses are those ordinary and necessary business expenses that are:

- Necessary for you to do your work satisfactorily,
- For goods and services not required or used, other than incidentally, in your personal activities, and
- Not specifically covered under other income tax laws.

Where to report. If you are self-employed, deduct the business expenses on the appropriate form (Schedule C, C-EZ, E, or F) used to report your business income and expenses

If you are an employee, complete Form 2106, Employee Business Expenses, or Form 2106-EZ, Unreimbursed Employee Business Expenses. Enter on Schedule A (Form 1040), that part of the amount on Form 2106, or Form 2106-EZ, that is related to your impairment. Enter

the amount that is unrelated to your impairment on Schedule A (Form 1040). Your impairment-related work expenses aren't subject to the 2%-of-adjusted-gross-income limit that applies to other employee business expenses.

Example. You are blind. You must use a reader to do your work. You use the reader both during your regular working hours at your place of work and outside your regular working hours away from your place of work. The reader's services are only for your work. You can deduct your expenses for the reader as business expenses.

Health Insurance Costs for Self-Employed Persons

If you were self-employed and had a net profit for the year, you may be able to deduct, as an adjustment to income, amounts paid for medical and qualified long-term care insurance on behalf of yourself, your spouse, your dependents, and your children who were under age 27 at the end of 2015. For this purpose, you were self-employed if you were a general partner (or a limited partner receiving guaranteed payments) or you received wages from an S corporation in which you were more than a 2% shareholder. The insurance plan must be established under your trade or business and the deduction can't be more than your earned income from that trade or business.

You can't deduct payments for medical insurance for any month in which you were eligible to participate in a health plan subsidized by your employer, your spouse's employer, or an employer of your dependent, or your child under age 27, at the end of 2015. You can't deduct payments for a qualified long-term care insurance contract for any month in which you were eligible to participate in a long-term care insurance plan subsidized by your employer or your spouse's employer.

If you qualify to take the deduction, use the Self-Employed Health Insurance Deduction Worksheet in the Form 1040 instructions to figure the amount you can deduct. But if any of the following applies, don't use that worksheet.

- You had more than one source of income subject to self-employment tax.
- You file Form 2555, Foreign Earned Income, or Form 2555-EZ, Foreign Earned Income Exclusion.
- You are using amounts paid for qualified long-term care insurance to figure the deduction.

If you can't use the worksheet in the Form 1040 instructions, use the worksheet in Pub. 535, Business Expenses, to figure your deduction.

If during 2014 or 2015, you were an eligible TAA recipient, ATAA recipient, RTAA recipient, or PBGC pension benefit recipient, see the 2015 instructions for Form 8885 to figure the amount to enter on the worksheet.

Use Pub. 974 instead of the worksheet in the Form 1040 instructions if the insurance plan established, or considered to be established, under your business was obtained through the Health Insurance Marketplace and you are claiming the premium tax credit.

When figuring the amount you can deduct for insurance premiums, don't include amounts paid for health insurance coverage with retirement plan distributions that were tax-free because you are a retired public safety officer.

Where to report. You take this deduction on Form 1040. If you itemize your deductions and don't claim 100% of your self-employed health insurance costs on Form 1040, include any remaining premiums with all other medical expenses on Schedule A (Form 1040), subject to the 10% limit (or 7.5% if either you or your spouse was born before January 2, 1951).

Child under age 27. If the insurance policy covers your nondependent child who was under age 27 at the end of 2015, you can claim the premiums for that coverage on Form 1040. If you can't claim 100% of your self-employed health insurance costs on Form 1040, any excess amounts attributable to that child aren't eligible to be claimed on Schedule A (Form 1040).

Generally, family health insurance premiums don't increase if coverage for an additional child is added. If this is the situation, no allocation would be necessary. If the premiums did increase (such as where coverage was expanded from single to family to add the nondependent child), you can allocate the amount on Form 1040 to the nondependent child and any excess amounts not attributable to that child would be eligible to be claimed on Schedule A.

Example 1. Kate is self-employed in 2015 and has self-only coverage for health insurance. Her premium for that coverage was \$5,000 for the year. She changes to family coverage only to add her 26-year-old nondependent child to the plan. Her health insurance premium increases to \$10,000 for the year. After completing the Self-Employed Health Insurance Deduction Worksheet in the instructions for Form 1040, she can only deduct \$4,000 on Form 1040. The \$4,000 is allocable to the nondependent child. On Schedule A, she can only claim the \$5,000 allocable to her coverage. She can't claim the \$1,000 excess premiums allocable to the nondependent child.

Example 2. The facts are the same as in *Example 1*, except that Kate had family coverage when she added her 26-year-old nondependent child to the policy. There was no increase in the \$10,000 premium. In this case, she could claim \$4,000 on Form 1040 and \$6,000 on Schedule A.

More information. For more information, see Pub. 535.

Health Coverage Tax Credit

The health coverage tax credit (HCTC), which expired at the end of 2013, was reinstated retroactive to 2014. If you paid the premiums for qualified health insurance coverage in 2014 or 2015, you may be able to claim the HCTC for either or both years. If you are eligible to take the HCTC for 2014, you can amend your 2014 return to take the credit. For information on how to do this see Form 8885 and its instructions.

Beginning in 2014, you must elect the HCTC. Once you make the election to take the HCTC for an eligible coverage month, you can't take the premium tax credit for the same coverage in that coverage month and for all subsequent coverage months during your tax year in which you're eligible to take the HCTC.

If you have qualified health insurance that covers anyone besides yourself and your qualifying family member(s), you may not be able to take into account all of your payments. You can't treat an amount as paid for insurance for yourself and qualifying family members unless all of the following requirements are met.

- The charge for insurance for yourself and qualifying family members is either separately stated in the contract or furnished to you by the insurance company in a separate statement.
- The amount you paid for insurance for yourself and qualifying family members isn't more than the charge that is stated in the contract or furnished by the insurance company.
- The amount stated in the contract or furnished by the insurance company isn't unreasonably large in relation to the total charges under the contract.

For more information on who is eligible to take the HCTC, which plans are qualified health plans for the HCTC, how to figure your credit if advance payments of the premium tax credit were made, as well as other changes to the HCTC for 2014 and 2015, see the 2015 instructions for Form 8885. Also see www.irs.gov/HCTC.

How To Get Tax Help

If you have questions about a tax issue, need help preparing your tax return, or want to download free publications, forms, or instructions, go to IRS.gov and find resources that can help you right away.

Preparing and filing your tax return. Find free options to prepare and file your return on IRS.gov or in your local community if you qualify.

- Go to IRS.gov and click on the Filing tab to see your options.
- Enter "Free File" in the search box to see whether you can use brand-name software to prepare and e-file your federal tax return for free.

- Enter "VITA" in the search box, download the free IRS2Go app, or call 1-800-906-9887 to find the nearest Volunteer Income Tax Assistance or Tax Counseling for the Elderly (TCE) location for free tax preparation.
- Enter "TCE" in the search box, download the free IRS2Go app, or call 1-888-227-7669 to find the nearest Tax Counseling for the Elderly location for free tax preparation.

The Volunteer Income Tax Assistance (VITA) program offers free tax help to people who generally make \$54,000 or less, persons with disabilities, the elderly, and limited-English-speaking taxpayers who need help preparing their own tax returns. The Tax Counseling for the Elderly (TCE) program offers free tax help for all taxpayers, particularly those who are 60 years of age and older. TCE volunteers specialize in answering questions about pensions and retirement-related issues unique to seniors.



Getting answers to your tax law questions. On IRS.gov, get answers to your tax questions anytime, anywhere.

- Go to <u>www.irs.gov/Help-&-Resources</u> for a variety of tools that will help you with your taxes.
- Enter "ITA" in the search box on IRS.gov for the Interactive Tax Assistant, a tool that will ask you questions on a number of tax law topics and provide answers.
 You can print the entire interview and the final response.
- Enter "Pub 17" in the search box on IRS.gov to get Pub. 17, Your Federal Income Tax for Individuals, which features details on tax-saving opportunities, 2015 tax changes, and thousands of interactive links to help you find answers to your questions.
- Additionally, you may be able to access tax law information in your electronic filing software.

Tax forms and publications. You can download or print all of the forms and publications you may need on www.irs.gov/formspubs. Otherwise, you can go to www.irs.gov/orderforms to place an order and have forms mailed to you. You should receive your order within 10 business days.

Direct Deposit. The fastest way to receive a tax refund is by combining direct deposit and IRS *e-file*. Direct deposit securely and electronically transfers your refund directly into your financial account. Eight in 10 taxpayers use direct deposit to receive their refund. The majority of refunds are received within 21 days or less.

Getting a transcript or copy of a return.

- Go to www.irs.gov/Individuals/Get-Transcript.
- Call the transcript toll-free line at 1-800-908-9946.
- Mail Form 4506-T or Form 4506T-EZ (both available on IRS.gov).

Using online tools to help prepare your return. Go to IRS.gov and click on the Tools bar to use these and other self-service options.

- The <u>Earned Income Tax Credit Assistant</u> determines if you are eligible for the EIC.
- The <u>Online EIN Application</u> helps you get an employer identification number.
- The <u>IRS Withholding Calculator</u> estimates the amount you should have withheld from your paycheck for federal income tax purposes.
- The <u>Electronic Filing PIN Request</u> helps to verify your identity when you do not have your prior year AGI or prior year self-selected PIN available.
- The <u>First Time Homebuyer Credit Account Look-up</u> tool provides information on your repayments and account balance.

For help with the alternative minimum tax, go to IRS.gov/AMT.

Understanding identity theft issues.

- Go to <u>www.irs.gov/uac/Identity-Protection</u> for information and videos.
- If your SSN has been lost or stolen or you suspect you are a victim of tax-related identity theft, visit www.irs.gov/identitytheft to learn what steps you should take.

Checking on the status of a refund.

- Go to <u>www.irs.gov/refunds</u>.
- Download the free IRS2Go app to your smart phone and use it to check your refund status.
- Call the automated refund hotline at 1-800-829-1954.

Making a tax payment. The IRS uses the latest encryption technology so electronic payments are safe and secure. You can make electronic payments online, by phone, or from a mobile device. Paying electronically is quick, easy, and faster than mailing in a check or money order. Go to www.irs.gov/payments to make a payment using any of the following options.

- IRS Direct Pay (for individual taxpayers who have a checking or savings account).
- Debit or credit card (approved payment processors online or by phone).
- Electronic Funds Withdrawal (available during *e-file*).
- Electronic Federal Tax Payment System (best option for businesses; enrollment required).
- Check or money order.

IRS2Go provides access to mobile-friendly payment options like IRS Direct Pay, offering you a free, secure way to pay directly from your bank account. You can also make debit or credit card payments through an approved payment processor. Simply download IRS2Go from

Google Play, the Apple App Store, or the Amazon Appstore, and make your payments anytime, anywhere.

What if I can't pay now? Click on the "Pay Your Tax Bill" icon on IRS.gov for more information about these additional options.

- Apply for an <u>online payment agreement</u> to meet your tax obligation in monthly installments if you cannot pay your taxes in full today. Once you complete the online process, you will receive immediate notification of whether your agreement has been approved.
- An offer in compromise allows you to settle your tax debt for less than the full amount you owe. Use the <u>Offer in Compromise Pre-Qualifier</u> to confirm your eligibility.

Checking the status of an amended return. Go to IRS.gov and click on the Tools tab and then Where's My Amended Return?

Understanding an IRS notice or letter. Enter "Understanding your notice" in the search box on IRS.gov to find additional information about your IRS notice or letter.

Visiting the IRS. Locate the nearest Taxpayer Assistance Center using the Office Locator tool on IRS.gov. Enter "office locator" in the search box. Or choose the "Contact Us" option on the IRS2Go app and search Local Offices. Before you visit, use the Locator tool to check hours and services available.

Watching IRS videos. The IRS Video portal www.irsvideos.gov contains video and audio presentations for individuals, small businesses, and tax professionals. You'll find video clips of tax topics, archived versions of panel discussions and Webinars, and audio archives of tax practitioner phone forums.

Getting tax information in other languages. For taxpayers whose native language is not English, we have the following resources available.

- 1. Taxpayers can find information on IRS.gov in the following languages.
 - a. Spanish.
 - b. Chinese.
 - c. Vietnamese.
 - d. Korean.
 - e. Russian.
- 2. The IRS Taxpayer Assistance Centers provide over-the-phone interpreter service in over 170 languages, and the service is available free to taxpayers.

The Taxpayer Advocate Service Is Here To Help You

What is the Taxpayer Advocate Service?

The Taxpayer Advocate Service (TAS) is an *independent* organization within the Internal Revenue Service that helps taxpayers and protects taxpayer rights. Our job is to ensure that every taxpayer is treated fairly and that you know and understand your rights under the <u>Taxpayer Bill of Rights</u>.

What Can the Taxpayer Advocate Service Do For You?

We can help you resolve problems that you can't resolve with the IRS. And our service is free. If you qualify for our assistance, you will be assigned to one advocate who will work with you throughout the process and will do everything possible to resolve your issue. TAS can help you if:

- Your problem is causing financial difficulty for you, your family, or your business,
- You face (or your business is facing) an immediate threat of adverse action, or
- You've tried repeatedly to contact the IRS but no one has responded, or the IRS hasn't responded by the date promised.

How Can You Reach Us?

We have offices in every state, the District of Columbia, and Puerto Rico. Your local advocate's number is in your

local directory and at <u>www.taxpayeradvocate.irs.gov</u>. You can also call us at 1-877-777-4778.

How Can You Learn About Your Taxpayer Rights?

The Taxpayer Bill of Rights describes ten basic rights that all taxpayers have when dealing with the IRS. Our Tax Toolkit at www.taxpayeradvocate.irs.gov can help you understand what these rights mean to you and how they apply. These are your rights. Know them. Use them.

How Else Does the Taxpayer Advocate Service Help Taxpayers?

TAS works to resolve large-scale problems that affect many taxpayers. If you know of one of these broad issues, please report it to us at www.irs.gov/sams.

Low Income Taxpayer Clinics

Low Income Taxpayer Clinics (LITCs) serve individuals whose income is below a certain level and need to resolve tax problems such as audits, appeals, and tax collection disputes. Some clinics can provide information about tax-payer rights and responsibilities in different languages for individuals who speak English as a second language. To find a clinic near you, visit www.irs.gov/litc or see IRS Publication 4134, Low Income Taxpayer Clinic List.

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To help us develop a more useful index, please let us know if you have ideas for index entries. See "Comments and Suggestions" in the "Introduction" for the ways you can reach us.

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EXHIBIT G

HOUSING AUTHORITY OF THE CITY OF VINELAND

VIOLENCE AGAINST WOMEN ACT (VAWA)

AGENCY STATEMENT

"Violence Against Women and Justice Department Reauthorization Act 2005" (VAWA)

References:

Public Law 109-162: Title VI: Section (603) (606*) and (607) for PHA's PIH 2006-23

On January 5, 2006, President Bush signed the (Violence Against Women Act) VAWA into law as Public Law 109-162.

Significant to Public Housing, i.e. Title IV Sections: (603) (606*) and (607) for PHA's, the VAWA prohibits the eviction of, and removal of assistance from, certain persons living in public or Section 8-assisted housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in Section 3 of the United States Housing Act of 1937 as amended by VAWA (42 U.S.C. 13925).

Residents are advised that the Vineland Housing Authority subscribes to the federal VAWA law as passed and the Authority has written a "Violence Against Women" Policy for the purpose of ensuring compliance with the VAWA as passed on January 5, 2006.

This Policy shall pertain to all residents of the Vineland Housing Authority. The Authority's Violence Against Women Policy shall be effective as of the date the VAWA Policy is adopted by the Board of Commissioners, by board resolution. This Amendment *amends the Authority's "Admissions and Continued Occupancy Policy."*

THE VINELAND HOUSING AUTHORITY SETS FORTH THE FOLLOWING POLICY

THE POLICY

PART I: DEFINITIONS OF VIOLENCE

1.1 DOMESTIC VIOLENCE [SEC 40002 (a)(b) of VAWA 1994]

The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse 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, 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.

1.2 DATING VIOLENCE SEC 40002(a)(8) of VAWA 1994]

The term 'dating violence' means violence committed by a person -

- (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (B) 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
- 1.3 STALKING "means"
 [as provided in Title VI and is specific to the housing provisions]
 - (A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and
 - (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
 - (B) 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 causes substantial emotional harm to –

- (i) that person;
- (ii) a member of the immediate family of that person; or
- (iii) the spouse or intimate partner of that person;...."

1.4 Immediate Family Member – "means with respect to a person –

- (A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
- (B) any other person living in the household of that person and related to that person by blood or marriage."

1.4 Sexual Assault

As defined in Section 3 of the U.S. Housing Act of 1937 as amended by VAWA (42 U.S.C. 13925)

PART II TENANT SELECTION

[SEC 607] (Sec. 6(3)

1.1 The Housing Authority of Vineland shall not deny admissions to the project to any applicant who is or has been a victim of domestic violence, dating violence, or stalking, if the applicant otherwise qualifies for assistance or admissions. Nothing in this section supersedes a Federal, State, or local law that provides greater protection for victims.

PART III TENANCY

LEASE TERMS REGARDING TERMINATION OF TENANCY [SEC 607: 6(3) subsection (1)(5)]

1.1 An incident or incidents of actual or threatened domestic violence, dating violence, or violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and shall not be good cause for the terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

PART IV TERMINATION OF ASSISTANCE/EVICTION

[SEC 607: 6(4) subsection (1)(6)(A)]

1.1 Criminal activity directly relating to domestic violence, dating violence, or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of the tenancy or occupancy rights, if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, or stalking.

- 1.2 Nothing in [Part V: 1.1] may be construed to limit the Authority, when notified, to honor court orders regarding rights to access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among household members in cases where a family breaks up. [Sec 6 (4)(C)].
- 1.3 Nothing shall limit the Authority to evict a tenant for any violation of a lease *not* premised on the acts of violence, or for other good cause unrelated to the incident or incidents of domestic violence, provided that the victim is not subject to a "more demanding standard" than non-victims. [Sec 6 (4)(D)].
- 1.4 Nothing shall prohibit eviction if the Housing Authority "can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's tenancy is not terminated." [Sec 6 (4)(E)].
- 1.5 Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, or stalking. [Sec 6 (4)(F)].

PART V: CERTIFICATION

[SEC 6(u)]

1.1 CERTIFICATION

AGENCY STATEMENT:

The authority's compliance with this statue based solely on the victim's statement or other corroborating evidence shall not alone be sufficient to constitute evidence of an unreasonable act or omission by the Housing Authority or employee thereof. [Sec 6(u)(F)].

The Housing Authority responding to subsections (1)(5) or (6) (i.e., a claim to protected status under VAWA) and at the discretion of the Authority [Sec 6(u)(1)(A)(6)], the Housing Authority of Vineland will require that an individual certify by a HUD-approved certification form (if available) that the individual is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements set forth in the statue. [Sec 6(u)(A)].

Should a HUD-approved certification not be available, an individual claiming domestic violence may satisfy the certification requirements by "providing (to the Authority) with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking, or the effects of the abuse, in which the professional attests 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, and the victim of domestic, dating violence, or stalking has signed, or attested to the documentation or by providing or producing a Federal, State, tribal territorial, or local police or court record". [Sec 6(u)(C)(i)]

- 1.1(a) Such certification shall include the name of the perpetrator.
- 1.1(b) certification shall be provided within fourteen (14) business days after the Authority request such certification, in writing.

Nothing in the certification section preempts a Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, or stalking. [Sec 6(u)(1)(E)].

1.2 FAILURE TO PROVIDE CERTIFICATION

If the individual does not provide the certification within fourteen (14) business days after the Housing Authority has requested such certification in writing, nothing may be construed to limit the authority of the Housing Authority to evict any tenant or lawful occupant that commits violations of a lease. The fourteen (14) day deadline may be extended, *at the discretion*, of the Authority. [Sec 6(u)((B)(5) or (6) of subsection (1)].

PART VI: CONFIDENTIALITY

[SEC 6(u)(2)(A)]

1.1 INFORMATION OBTAINED THROUGH CERTIFICATION

All information provided to the Housing Authority of the City of Vineland including the fact that an individual is a victim of domestic violence, dating violence, or stalking shall be retained in confidence and shall neither be entered into any shared database, nor provided to any related entity, except to the extent that disclosure is —

- (i) requested or consented to by the individual in writing;
- (ii) required for use in an eviction proceeding under subsection (1)(5) or (6)
- (iii) otherwise required by applicable law

1.2 NOTIFICATION

The Housing Authority will provide notice to its tenants and their rights under Section 607 of Victims Against Women Act (VAWA) of 2005 including their rights of confidentiality.

RESOLUTION #2015-22

A Resolution to Amend the Public Housing Admissions and Occupancy (ACOP) and the Section 8 Housing Choice Voucher Administration Plan (Admin Plan)

WHEREAS, it becomes necessary for the Vineland Housing Authority to include the provisions of various regulation changes as published in the Code of Federal Regulations (CFR) by the executive department of the Department of the Housing and Urban Development (HUD); and

WHEREAS, regulation changes have been published and titled Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity (Equal Access Rule) per 24 CFR 5.105(a)(2) and changes have been published concerning the existing Violence Against Women Act (VAWA) per CFR 24 5.91.880; and

WHEREAS, both changes to the Equal Access Rule and VAWA pertain to the ACOP and to the Admin Plan; and

WHEREAS, the summary of changes to the Equal Access Rule and VAWA are as follows:

Equal Access Rule

- a) All HUD assisted housing programs are open to all eligible individuals regardless of sexual orientation, gender identity or marital status;
- No administrator of HUD assisted housing may inquire about the sexual orientation or gender identity of an applicant for purposes of determining eligibility;

VAWA

- a) Prohibits survivors of domestic violence, dating violence and stalking from being evicted or denied housing assistance based on acts or violence committed against them;
- b) Documentation of domestic violence can be a HUD-approved form, a police or court record; or a signed statement from a victim service provider, an attorney or medical provider;
- c) The documentation of domestic violence shall not be entered into a shared database or provided to any related entity;
- d) Certain restrictions regarding the portability of Section 8 vouchers do not apply when a victim must move for health or safety reasons;

WHEREAS, the both the ACOP and Administrative Plan are being amended to be consistent with both the Equal Access Rule and the VAWA regulations;

WHEREAS, this revision was submitted to the Board of Commissioners, who by their signatures, hereby indicate they have read and approved said Amendment.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves this Amendment in its full content.

ADOPTED: June 18, 2015

Mario Ruiz-Mesa Chairman

Chris Chanman

Nicholas Fiocchi

Elizabeth Gordon

Alexis Cartagena

Daniel Peretti

Brian Asselta

ATTESTATION:
This resolution was acted upon at the Regular Meeting of the Vineland Housing Authority's Board of Commissioners held on June 18, 2015 at the Authority's principal corporate office at 191 W. Chestnut Avenue, Vineland, New Jersey 08360.

Ву:

Jacquelline S. Jones, Executive Director Secretary Treasurer

MOVED/SECONDED:

Resolution moved by Commissioner ASSE Ha
Resolution seconded by Commissioner Chapman

Commissioner	Yes	No	Abstain	Absent
Chris Chapman				
Elizabeth Gordon	1	=======================================		
Brian Asselta	1/			
Alexis Cartagena	1			
Nicholas Fiocchi				1
Daniel Peretti				
Mario Ruiz-Mesa - Chairman	./			

Resolution #2013-18

Resolution Adopting Revisions to the Section 8 Housing Choice Voucher Program Administrative Plan and The Public Housing Admissions and Continued Occupancy Policy

WHEREAS, the Housing Authority of the City of Vineland is required by the U.S. Department of Housing and Urban Development to have an Administrative Plan to cover the Section 8 Housing Choice Voucher Program and its Family Self-Sufficiency Program component for participating Section 8 families, and

WHEREAS, the Housing Authority of the City of Vineland is required by the U.S. Department of Housing and Urban Development to have Admissions and Occupancy Policy (ACOP) for its Public Housing Program, and

WHEREAS, said plan and policy outline the objectives and program functions for the Section 8 Housing Choice Program and the Public Housing Program; and

WHEREAS, the revisions to the Section 8 Housing Choice Program Administrative Plan and the Admissions and Continued Occupancy Policy are updating said plan and policy according to the U.S. Department of Housing and Urban Development NOTICE PIH 2013-03 issued January 22, 2013; and

WHEREAS, the revisions allow for Temporary Compliance Assistance such as:

- Allow option to use participants' actual past income in verifying income;
- Allow households to self-certify as to having assets of less than \$5,000;
- Allow optional streamlined annual reexaminations for elderly families and disabled families on fixed incomes'
- Allow PHAs to establish a payment standard of not more than 120% of the fair market rent without HUD approval as a reasonable accommodation (Housing Choice Program only);

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Vineland adopt the revised Administrative Plan for the Section 8 Housing Choice Voucher Program and the Admissions and Continued Occupancy Policy for the Public Housing Program.

ADOPTED: March 21, 2013

Robert A. D'Orazio Chairman

Chris Chapman

Elizabeth Gordon

Carmen Nydia Diaz

Mario Ruiz-Mesa

Brian Asselta

This resolution was acted upon at the Regular Meeting of the Vineland Housing Authority's Board of Commissioners March 21, 2013 at the Authority's principal corporate office at 191 W. Chestnut Avenue, Vineland, New Jersey 08360.

Ву:

Jacqueline S. Jones, Executive Director Secretary/Treasurer

MOVED/SECONDED:

Resolution moved by Commissioner

Resolution seconded by Commissioner Chapman

Commissioner	Yes	No	Abstain	Absent
Robert A. D'Orazio - Chairman				
Chris Chapman				
Elizabeth Gordon				
Carmen Nydia Diaz	1			
Mario Ruiz-Mesa				1
Brian Asselta				-

RESOLUTION #2015-22

A Resolution to Amend the Public Housing Admissions and Occupancy (ACOP) and the Section 8 Housing Choice Voucher Administration Plan (Admin Plan)

WHEREAS, it becomes necessary for the Vineland Housing Authority to include the provisions of various regulation changes as published in the Code of Federal Regulations (CFR) by the executive department of the Department of the Housing and Urban Development (HUD); and

WHEREAS, regulation changes have been published and titled Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity (Equal Access Rule) per 24 CFR 5.105(a)(2) and changes have been published concerning the existing Violence Against Women Act (VAWA) per CFR 24 5.91.880; and

WHEREAS, both changes to the Equal Access Rule and VAWA pertain to the ACOP and to the Admin Plan; and

WHEREAS, the summary of changes to the Equal Access Rule and VAWA are as follows:

Equal Access Rule

 a) All HUD assisted housing programs are open to all eligible individuals regardless of sexual orientation, gender identity or marital status;

b) No administrator of HUD assisted housing may inquire about the sexual orientation or gender identity of an applicant for purposes of determining eligibility;

<u>VAWA</u>

 a) Prohibits survivors of domestic violence, dating violence and stalking from being evicted or denied housing assistance based on acts or violence committed against them;

 b) Documentation of domestic violence can be a HUD-approved form, a police or court record; or a signed statement from a victim service provider, an attorney or medical provider;

c) The documentation of domestic violence shall not be entered into a shared database or provided to any related entity:

 d) Certain restrictions regarding the portability of Section 8 vouchers do not apply when a victim must move for health or safety reasons;

WHEREAS, the both the ACOP and Administrative Plan are being amended to be consistent with both the Equal Access Rule and the VAVVA regulations;

WHEREAS, this revision was submitted to the Board of Commissioners, who by their signatures, hereby indicate they have read and approved said Amendment.

NOW, THEREFORE, BE IT RESOLVED that the Eloard of Commissioners hereby approves this Amendment in its full content.

ADOPTED: June 18, 2015

Mario Ruiz-Mesa Chairman

Chris Chapman

Nicholas Fiocchi

Alexis Cartageha

Daniel Pereti

ATTESTATION:

This resolution was acted upon at the Regular Meeting of the Vineland Housing Authority's Board of Commissioners held on June 18, 2015 at the Authority's principal corporate office at 191 W. Chestnut Avenue, Vineland, New Jersey 08360.

Jacqueline S. Jones, Executive Director Secretary Treasurer

MOVED/SECONDED:

Resolution moved by Commissioner Asse Ha
Resolution seconded by Commissioner Chapman

Commissioner	Yes	No	Abstain	Absort
Chris Chapman			Austaili	Absent
Elizabeth Gordon				
Brian Asselta			-	
Alexis Cartagena			-	
Nicholas Fiocchi				
Daniel Peretti			-	
Mario Ruiz-Mesa - Chairman			 	

RESOLUTION #2015-56

Resolution Approving Significant Amendment to the PHA Plan

WHEREAS, the Board of Commissioners of the Housing Authority of the City of Vineland approved the submission of the Annual Plan for the PHA fiscal year beginning October 1, 2015, and:

WHEREAS, the Board of Commissioners of the Housing Authority of the City of Vineland desires to approve significant amendments to its Annual Plan, and;

WHEREAS, the Housing Authority of the City of Vineland conducted a meeting with the Resident Advisory Board to discuss the significant amendment recommendations as required by the certifications and agreements with the Department of Housing & Urban Development (HUD) in connection with the submission of the Annual Plan and implantation thereof, and;

WHEREAS, the Board of Commissioners of the Housing Authority of the City of Vineland desires to make the following significant amendments:

- Rental Assistance Demonstration Program (RAD).
- Revisions of its Section 8 Project Based Voucher occupancy guidelines for determining family unit size.
- Administration of other Housing Authorities' Section 8 Project Based Voucher for Rental Assistance Demonstration Program (RAD).
- Amendment to Community Service & Self Sufficiency Requirement Policies & Procedures.
- Disposition of Scattered Sites.

NOW, THEREFORE, BE IT RESOLVE by the Board of Commissioners of the Housing Authority of the City of Vineland approves the significant amendments listed above to its Annual Plan effective immediately.

ADOPTED: October 15, 2015

Mario Ruiz-Mesa Chairman

Chris Chapman

Nicholas Fiocchi

Elizabeth Gordon

Alexis Cartagena

Daniel Peretti

Brian Asselta

ATTESTATION:
This resolution was acted upon at the Regular Meeting of the Vineland Housing Authority's Board of Commissioners held on October 15, 2015 at the Authority's principal corporate office at 191 W. Chestnut Avenue, Vineland, New Jersey 08360.

By:

Jacqueline S. Jones, Executive Director Secretary/Treasurer

MOVED/SECONDED:
Resolution moved by Commissioner Chapman
Resolution seconded by Commissioner Fiocchi

Commissioner	Yes	No	Abstain	Absent
Chris Chapman	V			
Elizabeth Gordon				
Brian Asselta				
Alexis Cartagena	1/			
Nicholas Fiocchi				
Daniel Peretti				
Mario Ruiz-Mesa – Chairman	V			

RESOLUTION #2015-73

Resolution Approving Significant Amendment to the PHA Plan

WHEREAS, the Board of Commissioners of the Housing Authority of the City of Vineland approved the submission of the Annual Plan for the PHA fiscal year beginning October 1, 2015, and;

WHEREAS, the Board of Commissioners of the Housing Authority of the City of Vineland desires to approve significant amendments to its Annual Plan, and;

WHEREAS, the Housing Authority of the City of Vineland conducted a meeting with the Resident Advisory Board to discuss the significant amendment recommendations as required by the certifications and agreements with the Department of Housing & Urban Development (HUD) in connection with the submission of the Annual Plan and implantation thereof, and;

WHEREAS, the Board of Commissioners of the Housing Authority of the City of Vineland desires to make the following significant amendments:

- Rental Assistance Demonstration Program (RAD).
- Revisions of its Section 8 Project Based Voucher occupancy guidelines for determining family unit size.
- Administration of other Housing Authorities' Section 8 Project Based Voucher for Rental Assistance Demonstration Program (RAD).
- Amendment to Community Service & Self Sufficiency Requirement Policies & Procedures.
- Disposition of Scattered Sites.
- Conversion to Tenant Paid Utilities at all properties.

NOW, THEREFORE, BE IT RESOLVE by the Board of Commissioners of the Housing Authority of the City of Vineland approves the significant amendments listed above to its Annual Plan effective immediately.

ADOPTED: December 17, 2015

Mario Ruiz-Mesa - Chairn

Chris Chapman

Nicholas Fiocchi

Elizabeth Gordon

Alexis Cartagena

Daniel Peretti

Brian Asselta

ATTESTATION:

This resolution was acted upon at the Regular Meeting of the Vineland Housing Authority's Board of Commissioners held on December 17, 2015 at the Authority's principal corporate office at 191 W. Chestnut Avenue, Vineland, New Jersey 08360.

By:

Jacqueline S. Jones, Executive Director Secretary/Treasurer

MOVED/SECONDED:
Resolution moved by Commissioner ASSE Ha
Resolution seconded by Commissioner Chapman

Commissioner	Yes	No	Abstain	Absent
Chris Chapman	./		7.120.12.11	Abount
Elizabeth Gordon				
Brian Asselta				
Alexis Cartagena				
Nicholas Fiocchi				
Daniel Peretti				
Mario Ruiz-Mesa – Chairman				