



**Comparative Summary of Changes  
Table of ACOP, Lease and House Rule Revisions  
11-19-13**

The following chart summarizes the changes proposed to NHA's Admissions and Continued Occupancy Policy (ACOP)

No	Chapter Name Subject Area	Source	Existing ACOP	Proposed ACOP	Proposed Lease	Proposed House Rules
1.	Chapter 4: Eligibility & Suitability		<b>Co-Head</b> <ul style="list-style-type: none"> <li>A co-head is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one co-head.</li> </ul>	<b>Co-Head</b> <ul style="list-style-type: none"> <li>A co-head is individual in the household who is equally responsible for the lease with the head of household, either a spouse or a co-head, but not both. A co-head never qualifies as a dependent. However, a co-head may be under 18 years old if declared an "emancipated minor", as many states will allow an emancipated minor to sign a lease.</li> </ul>		
2.	Chapter 4: Eligibility & Suitability	PIH Notice 2012-28	<ul style="list-style-type: none"> <li>Not currently included</li> </ul>	<b>Sex Offender Status</b> <ul style="list-style-type: none"> <li>NHA will ask whether the applicant, or any member of the applicant's household, is subject to a lifetime sex offender registration requirement in any state.</li> </ul>		
3.	Chapter 4: Eligibility & Suitability	PIH Notice 2012-28	<ul style="list-style-type: none"> <li>Not currently included</li> </ul>	<b>Sex Offender Status</b> <ul style="list-style-type: none"> <li>Should NHA's screening process reveal that an applicant's household includes an individual subject to state lifetime registered sex offender registration, NHA will offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, NHA will deny admission to the family [Notice PIH 2012-28].</li> </ul>		

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4.	Chapter 4: Eligibility & Suitability	NHA	<b>Photo ID Requirement</b> <ul style="list-style-type: none"> <li>To ensure that NHA has the ability to identify all residents who are 18 years old or older, all families with persons 18 years old or older (not just the head of household) will be required to provide valid photo identification at admission and upon addition to a household.</li> <li></li> </ul>	<b>Photo ID Requirement</b> <ul style="list-style-type: none"> <li>To ensure that NHA has the ability to identify all residents who are 18 years old or older, all families with persons 18 years old or older (not just the head of household) will be required to provide valid, <b>State, local or government issued</b> photo identification at admission and upon addition to a household.</li> </ul>		
5.	Chapter 5: Application, Wait List and Applicant Selection	PIH Notice 2009-36	<ul style="list-style-type: none"> <li>Not currently included</li> </ul>	<b>Supplement to the Application</b> <ul style="list-style-type: none"> <li>NHA will include Form HUD-92006, Supplement to Application for Federally Assisted Housing, as part of the full application.</li> </ul>		
6.	Chapter 9 Verification	PIH Notice 2010-19 and 2013-13	<b>Resident Income Data Reports</b> <ul style="list-style-type: none"> <li>Changes language, from Resident Income Data Reports to EIV Income Reports, for consistency with HUD nomenclature.</li> </ul>	<ul style="list-style-type: none"> <li>EIV Income Reports</li> </ul>		
7.	Chapter 9 Verification	PIH 2013-03	<b>Asset Verification</b> <ul style="list-style-type: none"> <li>Not currently included</li> </ul>	<b>Asset Verification</b> <ul style="list-style-type: none"> <li>Families with assets are required to report all assets annually. NHA will allow households to self-certify as to having assets of less than \$5,000 and will accept a family's declaration of the amount of assets of less than \$5,000 as well as the amount of income expected to be received from those assets. NHA's application and reexamination documentation will serve as the declaration.</li> <li>Where the family has net family assets equal to or less than \$5000, NHA will not request supporting documentation (e.g. bank statements) from the family to confirm the assets or the amount of income expected to be received from those assets.</li> <li>Where the family has net family assets in</li> </ul>		

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				<p>excess of \$5000, the NHA will obtain supporting documentation and verification (e.g. bank statements) to confirm the assets. Any assets will continue to be reported on HUD Form 50058.</p>		
8.	Chapter 9 Verification	PIH Notice 2013-04	<p><b>Verification of Fully Excluded Income</b> Not currently included</p>	<p><b>Verification of Fully Excluded Income</b></p> <ul style="list-style-type: none"> <li>• Income that is fully excluded means the entire amount qualifies to be excluded from the annual income determination. NHA will not verify fully excluded income nor will this income be entered on the 50058. Examples of fully excluded income include: <ul style="list-style-type: none"> <li>▪ Supplemental Nutrition Assistance Program (SNAP) formerly known as food stamps</li> <li>▪ Income from a live-in aide</li> </ul> </li> <li>• NHA will accept the Recertification Questionnaire as self-certification of fully excluded income.</li> <li>• NHA will continue to verify partially excluded income. An example of partially excluded income is income from an adult full time student where only the first \$480 is included and the remaining earned income is excluded.</li> </ul>		
9.	Chapter 10 Leasing  Lease Section IX. Resident's Obligations  House Rules: Automobiles	NHA	<p><b>Automobiles at NHA Developments</b></p> <ul style="list-style-type: none"> <li>• Vehicles must be registered to an NHA resident and the registration, driver's license and insurance must be registered to the resident at his/her NHA address, unless the vehicle is leased from an authorized leasing company. Residents are required to remove from NHA property any vehicle without a valid registration or inspection and insurance.</li> </ul>	<p><b>Parking Policy &amp; Automobiles at NHA Developments</b></p> <p>All NHA owned properties, including parking facilities are considered private property for the sole use of authorized residents, household members and employees. Parking is prohibited unless authorized by the NHA. Any illegally parked, unauthorized, abandoned vehicles or nuisance vehicles posing a danger to persons or property may be towed without prior notice to the owner</p>	<p><b>Resident's Obligations</b></p> <ul style="list-style-type: none"> <li>• To remove from NHA property any vehicles without a valid NHA parking permit, valid New Jersey registration and insurance coverage, and those vehicles that do not display a current New Jersey inspection sticker; and/or any abandoned, junk or nuisance vehicles. Vehicles must be registered to an NHA resident and the</li> </ul>	<ul style="list-style-type: none"> <li>• Residents are required to remove from NHA property any vehicle without a valid registration or inspection and insurance. Residents must remove from NHA property any vehicles without a valid NHA parking permit, valid New Jersey registration and insurance coverage, and those vehicles that do not display a current New Jersey inspection</li> </ul>

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				<p>and at the owner's expense.</p> <p><b>Definitions:</b></p> <ul style="list-style-type: none"> <li>• "Abandoned Vehicle" shall mean any motorized vehicle, trailer, or semi-trailer that is inoperable and has remained on NHA property for more than 72 hours; or is not displaying a valid inspection sticker and has remained on NHA property for more than 72 hours.</li> <li>• "Junk Vehicle" shall mean any motorized vehicle, trailer or semi-trailer that is wrecked, dismantled or is in an irreparable condition.</li> <li>• "Nuisance Vehicle" shall mean any motorized vehicle, trailer or semi-trailer that is a danger to the health, safety, welfare or quiet enjoyment of other residents, household members, guests, staff or other persons authorized to be on NHA property. Nuisance vehicles include, but are not limited to: vehicles that are supported by cinder blocks, bricks or propped up by other means than tires; have broken windows; permit access to the interior, trunk or engine compartment; have exposed torn or sharp metal; harbor a vermin infestation or pose other threat to health and safety.</li> </ul> <p><b>Other Vehicle Requirements and Restrictions:</b></p> <ul style="list-style-type: none"> <li>• All vehicles must be registered with the NHA and residents must obtain a parking permit for permission to park on NHA property. Each household is permitted to park one vehicle in the NHA parking lot designated for their development. A</li> </ul>	<p>registration, driver's license and insurance must be registered to the resident as his/her NHA address, unless the vehicle is leased from an authorized leasing company. All vehicles must have current inspection stickers and insurance. Any vehicles that are not registered with the NHA displaying a valid NHA parking permit, parked illegally (including but not limited to vehicles in a right-of-way or fire lane), abandoned, considered junk or nuisance vehicles and/or not registered, insured or displaying a valid inspection sticker may be removed without notice by the NHA or its designated towing contractor at the owner's expense.</p> <ul style="list-style-type: none"> <li>• Automobile maintenance, repairs and washing of automobiles are not permitted on development sites.</li> </ul>	<p>sticker; and/or any abandoned, junk or nuisance vehicles. Vehicles must be registered to an NHA resident and the registration, driver's license and insurance must be registered to the resident as his/her NHA address, unless the vehicle is leased from an authorized leasing company. All vehicles must have current inspection stickers and insurance. Any vehicles that are not registered with the NHA displaying a valid NHA parking permit, parked illegally (including but not limited to vehicles in a right-of-way or fire lane), abandoned, considered junk or nuisance vehicles and/or not registered, insured or displaying a valid inspection sticker may be removed without notice by the NHA or its designated towing contractor at the owner's expense.</p> <ul style="list-style-type: none"> <li>• Automobile maintenance, repairs and washing of automobiles are not permitted on development sites.</li> <li>• Guests may not park in areas reserved for Residents.</li> </ul>

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				<p>parking permit is not a guarantee of availability of parking at any particular development. Parking availability is on a “first come, first served” basis. There are no reserved parking spaces or spaces designated for particular rental units. Households with more than one vehicle are not entitled to a second parking permit and are not permitted to park a second vehicle on NHA property.</p> <ul style="list-style-type: none"> <li>• No parking is permitted in designated “Handicapped Parking” spaces without a valid “Handicapped Parking” permit issued by New Jersey Motor Vehicle Commission.</li> <li>• In order to register a car with the NHA and obtain a parking permit, the resident must have a valid driver’s license, and the vehicle must have a valid NJ registration, current inspection sticker and insurance coverage. The vehicle must be registered to the resident’s NHA address, unless the vehicle is leased from an authorized leasing company. Residents are required to remove from NHA property any vehicle without a valid registration, current inspection or insurance coverage.</li> <li>• Residents are only permitted to park in designated parking spaces and are to refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the NHA.</li> <li>• Residents must remove cars from parking areas on the day following the end of a snow storm and/or upon notification by NHA so plows can remove snow from parking areas. Residents who fail to</li> </ul>		

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				<p>remove their cars may be towed at the owner's expense. Removal of snow on and around a resident's car is the resident's responsibility.</p> <ul style="list-style-type: none"> <li>• Any abandoned, junk or nuisance vehicle may be removed by the NHA or its designated contractor without notice to the resident and at the owner's expense.</li> <li>• Any illegally parked vehicle and/or vehicle parked in a place other than a designated parking space may be removed by the NHA or its designated contractor without notice to the resident and at the owner's expense.</li> <li>• Any vehicle not registered with the NHA and displaying an NHA parking permit; and/or failing to display a valid NJ State inspection sticker, valid registration or insurance coverage may be removed by the NHA or its designated contractor without notice to the resident and at the owner's expense.</li> <li>• The management office at each NHA site will maintain a log of vehicles removed from NHA property and residents may contact the management office with inquiries as to whether a vehicle has been removed and/or for the contact information of the towing company who removed the vehicle. Signs displaying information regarding the towing company and location for storage of towed vehicles will be displayed in accordance with New Jersey law.</li> </ul>		

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10.	Chapter 12 Continued Occupancy	PIH Notice 2010-9	<b>Removal of belongings</b> <ul style="list-style-type: none"> <li>NHA will coordinate the removal of personal belongings from the unit within a reasonable time period.</li> <li>Where judicial intervention is sought to regain possession of the unit, NHA will list the eviction date as the effective date of the action.</li> </ul>	<b>Removal of belongings</b> <ul style="list-style-type: none"> <li>NHA will coordinate the removal of personal belongings from the unit within a reasonable time period <b>not to exceed 14 days</b>.</li> </ul>	<ul style="list-style-type: none"> <li>In the event of the death of a sole household member, termination of the lease will be effective on the earliest of the date on which the family or designee of the deceased tenant's estate returned the keys and signed a vacate notice, or the date NHA legally regains possession of the unit. Rent must be paid up to the time of such termination, and NHA shall be entitled to retain such rent. <b>NHA may coordinate the removal of personal belongings within a reasonable time frame (not to exceed 14 days).</b></li> </ul>	
11.	Chapter 12 Continued Occupancy  Lease Addendum	NHA	<b>Use and Occupancy Policy: Rent and Recert During Eviction or Legal Process</b> <ul style="list-style-type: none"> <li>NHA will not accept rent and/or process recertifications or rent changes when evictions, legal actions and/or termination are pending for a household. NHA's acceptance of rent payments, recertification documentation or processing of a rent change does not in any way waive NHA's rights to terminate or evict.</li> <li>NHA will request a Use and Occupancy Agreement from the Court in order to collect rent from tenants who have court proceedings in process.</li> <li>All interim and regular reporting requirements remain in effect when an eviction/legal action/termination is pending. For example, if a resident gets a new job while an eviction action is pending, the resident is required to report and provide documentation of this change to NHA. Upon conclusion of the pending action,</li> </ul>	<b>Use and Occupancy Policy: Rent and Recert During Eviction or Legal Process</b> <ul style="list-style-type: none"> <li>This policy will take effect when the Landlord/Tenant relationship between the NHA and the resident/household has ended, but the resident remains in possession of the rental unit.</li> <li>In the event a tenancy has been terminated and the household has been served with a termination notice and demand for possession (as per the requirements in Chapter 17 Lease Termination) it is the policy of the NHA not to accept rent for any period after the effective date/move out date listed in the notice. Residents and household members served with a lease termination notice and demand for possession are expected to move out on or before the termination date.</li> <li>If the resident/household member(s) holds over and fails to move out on or</li> </ul>	<b>Lease Addendum on Use and Occupancy Policy</b> <ul style="list-style-type: none"> <li>NHA will require review and signature on a Lease Addendum which contains the Use and Occupancy Policy language.</li> <li>Exiting residents will be required to sign the Lease Addendum at their next reexamination.</li> <li>New residents will sign the Lease Addendum at the time of initial lease-up.</li> </ul>	

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			<p>NHA will process all applicable rent changes according to policy.</p>	<p>before the termination date in the notice, the NHA will expect payment of a use and occupancy fee as per the Use and Occupancy Agreement signed by the tenant and incorporated into the lease. The use and occupancy fee will be in an amount equal to the amount of the resident's rent in the month preceding the termination. This use and occupancy fee will be collected for the resident's/household member's continued use and occupation of the NHA's rental unit and is not considered rent or to create a new tenancy.</p> <ul style="list-style-type: none"> <li>• Acceptance of payment of the use and occupancy fee after the termination of a tenancy shall not reinstate any relationship, create a new tenancy or create any possessory rights allowing the resident and/or household members to occupy or reside in the rental unit after the termination. The NHA will collect the use and occupancy fee without prejudice to the NHA's right to evict the resident/household for holding over the termination of the tenancy.</li> <li>• All interim and regular reporting requirements remain in effect when an eviction/legal action/termination is pending. For example, if a resident gets a new job while an eviction action is pending, the resident is required to report and provide documentation of this change to NHA. Upon conclusion of the pending action, NHA will process all applicable rent changes according to policy.</li> <li>•</li> </ul>		



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12.	Chapter 14 Transfer	NHA	<p><b>Transfer Review</b></p> <ul style="list-style-type: none"> <li>Transfer requests, including emergency transfers, are reviewed and approved by the Director of Occupancy or his/her designee.</li> <li>The Director of Occupancy may review Emergency Public Safety transfer requests, to determine if the transfer is warranted based on the documentation/evidence provided. In addition, the Director of Occupancy may make a determination of required actions associated with facilitating an approved Emergency Public Safety transfer.</li> <li>The Director of Occupancy may recommend transferring a resident family without regard to its placement on the transfer list in order to address the immediate need of a family in crisis, i.e. Witness Protection.</li> </ul>	<p><b>Transfer Review</b></p> <ul style="list-style-type: none"> <li>The Emergency Transfer Review Committee generally reviews only emergency Public Safety transfer requests. The review is conducted to determine if the emergency Public Safety transfer is warranted based on the documentation/evidence provided. In addition, the Emergency Transfer Review Committee may make a determination of required actions associated with facilitating an approved Emergency Public Safety transfer.</li> </ul>		
13.	Chapter 14 Transfer	NHA	<ul style="list-style-type: none"> <li>NHA will pay for reasonable costs related to mandatory transfers. Moving costs must be pre-approved by NHA. For all other transfers, all costs associated with the transfer will be the responsibility of the resident family.</li> </ul>	<ul style="list-style-type: none"> <li>NHA will pay for reasonable moving costs related to voluntary reasonable accommodation transfers, voluntary designated housing transfers and all mandatory transfers, with the exception of Occupancy Standard Transfers. NHA may make exceptions to this policy on a case by case basis. The reasonable cost of transfers includes the cost of packing, moving, and unloading.</li> </ul>	<ul style="list-style-type: none"> <li>NHA will pay for reasonable moving costs related to voluntary reasonable accommodation transfers, voluntary designated housing transfers and all mandatory transfers, with the exception of Occupancy Standard Transfers. NHA may make exceptions to this policy on a case by case basis. The reasonable cost of transfers includes the cost of packing, moving, and unloading.</li> </ul>	
14.			<ul style="list-style-type: none"> <li>Mandatory transfers, other than Emergency Maintenance and Demolition, Disposition, Revitalization, or Rehabilitation, are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a grievance has expired or the</li> </ul>	<ul style="list-style-type: none"> <li>No change</li> </ul>	<ul style="list-style-type: none"> <li>Mandatory transfers, with the exception of transfers due to demolition, disposition, revitalization, rehabilitation and maintenance emergencies are subject to the ACOP</li> </ul>	

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			grievance procedure has been completed.		Grievance Policies, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.	
15.	Chapter 16 Pet	NHA	<ul style="list-style-type: none"> <li>No current language</li> </ul>	<ul style="list-style-type: none"> <li>Residents must prepare well in advance for all kinds of situations, including taking care of and making arrangements for their pets when emergencies arise. NHA is not responsible for evacuating, caring for and/or making arrangements for residents' pets in the event of an emergency, including emergencies which require residents and pets to evacuate the premises.</li> </ul>	<ul style="list-style-type: none"> <li>Language has also been added to the pet policy and pet agreement which are included in the Lease by reference.</li> </ul>	
16.	Lease	NHA	<ul style="list-style-type: none"> <li>Not applicable</li> </ul>	<ul style="list-style-type: none"> <li>Not applicable</li> </ul>	<p><b>Reference to Incorporated Lease Addendum</b>  INCORPORATION - The ACOP, any Grievance Procedure, Utility Allowance Schedule, Maintenance Schedule of Charges, Community Service Policy, Pet Policy, Bed Bug Lease Addendum, Use and Occupancy Policy Lease Addendum and any other NHA approved Lease Addendum are incorporated by reference herein and deemed a part of this Lease.</p>	