

# Housing Authority of the Borough of Highland Park

242 S. Sixth Ave. Highland Park, NJ 08904

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## A Guide to the Section 8 Housing Choice Voucher Program

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Date

## Obligations of the Household

There are specific obligations that you must comply with as a participant in the Section 8 program. These obligations are spelled out in your voucher that was issued to you. Your specialist will review them with you. Failure to comply with these obligations is ground for denial or termination of assistance.

### **The Household must:**

1. Sign an "Authorization for the Release of Information" form and supply any information or documentation that the program determines to be necessary in the administration of the program;
2. Provide true and complete information to the program;
3. Disclose and verify social security numbers;
4. Correct a breach of the housing quality standards caused by the household;
5. Allow the program to inspect the dwelling unit at reasonable times and after reasonable notice;
6. Notify the program and the owner before the household moves out of the dwelling unit or terminates the lease with written notice to the owner;
7. Promptly give the program a copy of any eviction notice;
8. Use the assisted unit solely for residence by the household members listed on the most recent "Certification of Household Composition" form, and as the household's only residence.
9. Promptly inform the program of the birth, adoption, foster care arrangement or court-awarded custody of a child. The household must request the program's approval before adding any other household member as an occupant of the assisted unit;
10. Promptly notify the program if any household member no longer resides in the assisted unit; and
11. Promptly notify the program of absence from the assisted unit.

### **The Household must not:**

1. Commit any serious or repeated violation of the lease;
2. Sublease or rent the assisted unit or any part of the assisted unit;
3. Assign the lease or transfer the assisted unit;
4. Own or have any interest in the dwelling unit, except that of a household assisted in cooperative housing or a mobile home where the household leases the pad;
5. Commit fraud, bribery or any other corrupt or criminal act in connection with the Section 8 program;
6. Engage in drug-related criminal activity, violent criminal activity or alcohol abuse; or
7. Receive Section 8 tenant-based assistance while receiving another housing subsidy.
8. Add anyone to their household without prior approval from the Housing Authority.

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## Grounds for Denial or Termination of Assistance

The Section 8/HCV program may deny assistance for an applicant or terminate assistance for a participant for any of the following reasons:

1. If the household violates any obligation under the Section 8 program.
2. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.
3. Any household member is convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
4. If any member of the household has ever been evicted from public housing in the last five years.
5. If a housing agency has ever terminated assistance under the Section 8 program for any member of the household.
6. If any member of the household commits drug-related criminal activity, violent criminal activity or abuse of alcohol.
7. If any member of the household commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
8. If the household currently owes any monies to the program, or to another housing agency, in connection with Section 8 or public housing assistance under the United States Housing Act of 1937.
9. If the household breaches an agreement to pay amounts owed to the program or to another housing agency.
10. If the household has engaged in or threatened abusive or violent behavior towards Housing Authority personnel.
11. If the household does not pay its portion of the rent to the owner.

If you owe monies as described above, the program may, at its discretion, offer you the opportunity to enter into an agreement to reimburse the program. The program will prescribe the terms and conditions of the agreement and will deny or terminate assistance for a breach of the agreement.

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## **Your Right to an Informal Hearing**

You have the right to request an informal hearing if you disagree with the program over the following:

1. The calculation of your family income or the housing assistance payment;
2. A determination of the appropriate utility allowance, if any, for tenant-paid utilities from the program's utility allowance schedule;
3. The determination of the number of bedrooms entered on the voucher issued to you;
4. A decision to terminate your assistance because of your household's actions or failure to act.

An informal hearing must be requested in writing within ten days of the decision in question. Address your request to Highland Park Housing Authority, 242 South Sixth Ave. Highland Park, NJ 08904

Include in your request letter your name, address, phone number and the reason why you are requesting an informal hearing. The hearing process will give you the opportunity to present evidence and witnesses in support of your position. At your own expense, you may be represented by a private attorney. If you cannot afford an attorney, check with Legal Services to find out if you qualify to be represented by one of their attorneys.

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## Frequently Asked Questions

### 1. *Do I have to pay a security deposit?*

The landlord may collect a security deposit from you in accordance with New Jersey law (one and one half month's rent) and you are responsible for paying it. The Housing Authority does not supply any money to tenants for security deposit purposes. Make sure you get a receipt for any security deposit you pay. The lease agreement will identify the bank where the security deposit is being held in an interest-bearing account and you should receive an annual report from your landlord as to the interest accumulated on the deposit.

**\*For Project Base Vouchers, your security will be equal to one FULL month's rent \*\***

Your security deposit will be returned to you when you vacate the unit, **less** any amount retained by the landlord for unpaid tenant rent, tenant caused damages and/or vacancy loss. If your security deposit is not sufficient to cover the monies owed by you under the lease for the above reasons, the owner may take legal action against you to collect the balance from you.

### 2. *How do I pay my portion of the rent?*

You are responsible for paying your share of the rent, which is known as the "tenant rent", directly to your landlord. You must pay, by the first of the month, the amount stated as tenant rent on your copy of the notification letter from the program. It is advisable to pay by money order or check, which will act as a receipt for the monies that you have paid.

Any utility costs that are not paid for by the landlord must also be paid each and every month. Failure to pay your portion of the rent or having your utilities shut off for non-payment may cause you to be evicted from your unit and will jeopardize your participation in the program.

The HPHA will pay its share of the contracted rent directly to your landlord at the beginning of each month. You are not responsible for the HPHA's portion of the rent while the lease and contract are in effect.

### 3. *When can the landlord increase the rent?*

A landlord may not increase the rent during the first 12 months of your lease. However, after that 12 month period has ended, a landlord may increase the rent.

The landlord must submit a written request to the Housing Authority office 60 days in prior to the effective date of the desired increase. The increase must be approved by the HPHA before it can go into effect.

You must contact your specialist if you receive notification from the landlord that a change in rent has been requested. If the request is approved, you will receive a letter in the mail stating your new rent amount and the date it will go into effect.

4. *What do I have to do to stay in the program?*

You must comply with all of the “Obligations of the Family” listed on the voucher issued to you. At the end of each annual period, your occupancy under the lease and contract may be continued as long as all program requirements are satisfied.

Each year, you will receive advance written notice of the need for you to meet with your Housing Authority specialist to “recertify” your eligibility for the program. You must attend this meeting with your specialist each year. At this meeting, your household’s eligibility for the program will be reexamined and all household income will be re-verified. Your housing unit will be re-inspected annually and it must continue to meet the federal housing quality standards (HQS).

You also must send any copies of notice regarding complaints, eviction process, etc. that you receive from the landlord directly to the Housing Authority office as soon as you receive them.

5. *What changes must I report to the program?*

You **MUST** report, in writing, to your housing specialist, any change in the size or composition of your household. You **MUST** report, in writing, any changes in your household income (different salary, new job, loss of job or benefits, increases in child care expenses, etc.) You come into the office within 10 days of the change bringing in documentation of this change. Your household’s portion of the rent may either be increased or decreased to reflect a change in the size of your household or in your household’s income. This will only take effect once the new information has been verified by the Housing Authority.

6. *What if I want to move?*

You may move after the first year of the term of your lease. You must stay in your unit for one year unless there are special circumstances that threaten your health and or safety.

If you want to end your lease, you must give advanced written notice to your landlord. **Move out notices are available at the Highland Park Housing Authority.** Your lease will tell you how many days notice you must give – it could be 30, 45 or 60 days notice. When you pick up the move out notice, fill out the top portion and have your landlord sign and approve the bottom portion. You will lose your housing assistance if you move without giving your landlord AND your housing specialist the notice.

**\*\*For Project-Based Vouchers, after your initial lease term of one year; you may request that your name be added to a waiting list to receive a tenant based voucher if you are interested in moving from your current unit\*\***

7. *What if I have a problem with my landlord?*

If you have a complaint about your tenancy, notify your landlord in writing and keep a copy for your own records. Send a copy to the HPHA.

You may obtain legal advice by contacting your local Legal Services agency. Check the telephone directory for the Legal Services office nearest you. The Office of Tenant/Landlord Information at the NJ Department of Community Affairs is another resource for information. They may be contacted at (609) 292-4174 or by writing to the Office of Landlord/Tenant Information, PO Box 805, Trenton, NJ 08625.

Your housing specialist should be advised if the problem remains unsolved. Under NO circumstances should you withhold your portion of the rent without notifying your housing specialist.

8. *Am I responsible for damage to the property?*

You are responsible for maintaining your housing in good condition. Tenants, or their guests, who willfully or through neglect cause damage to an assisted unit may be determined ineligible for continued program participation.

9. *What if my landlord wants to evict me?*

A landlord may recover possession of rental housing by consent of the tenant or through the legal process of eviction. A landlord may evict a tenant if the landlord can prove, in court that one of the good causes listed in the New Jersey Anti-Eviction Act has occurred.

A participant whose landlord has just cause for eviction may be denied continued program participation.

A “self-help” eviction, that is, entry into a dwelling unit and removal of tenants without their permission or without a judgment from a court, is illegal in New Jersey. Refusing to renew a lease for a tenant without good cause or choosing to stop renting to Section 8 tenants is also illegal.

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