

**Proposed Edits to DCA's Administrative Plan for the Housing Choice Voucher Program
Summary of Changes**

ADMINISTRATIVE AUTHORITY

No	Chapter Name/Subject Area	Source	Existing Administrative Plan Text	Proposed Administrative Plan Text
	Services and Program Incentives			<p>In accordance with Public & Indian Housing Notices (PIH) 2021-15 and 2021-18 NJDCA elects to provide on a case -by- case basis the following incentives and service fee to owners or Community Based Organizations to assist Emergency Housing Voucher, Housing Choice Voucher, and Mainstream in securing fair, decent and affordable housing.</p> <ol style="list-style-type: none"> 1. Pre inspections -NJDCA or its designated agent will provide inspectors to preform pre-inspections of units to ensure they qualify for the Section 8 program in advance of voucher issuance if unit is vacant and staff are available 2. Incentive payment to Owner- NJDCA may pay an owner a signing bonus when the Housing Assistance Payment contract is executed. 3. Repair Fund- NJDCA may provide reimbursement to owners for initial repairs to ensure the health and safety of Emergency Housing Voucher, Section 8 HCV, and Mainstream participants; expenses will be approved by the inspector for NJDCA or its designated agent. The amount of said reimbursement will be determined by NJDCA. 4. Security Deposit- NJDCA will pay the maximum allowed by New Jersey State regulations for Emergency Housing Voucher, Section 8 HCV, and Mainstream families. 5. NJDCA may pay Community Based Organizations a service fee to assist Emergency Housing Voucher, Section 8 HCV, and Mainstream participants obtain required documentation, complete all program related paperwork, and identify potential units. 6. NJDCA may provide a onetime downpayment assistance grant for purchasing a home to participants in good standing that are receiving tenant- based rental assistance in the Section 8 Housing Choice Voucher program.

Proposed Edits to DCA's Administrative Plan for the Housing Choice Voucher Program

Pg. 50			<p>The Violence Against Women Act (VAWA), Public Law 109-162, was enacted on January 5, 2006. Sections 606 and 607 amend Section 8 of the U. S. Housing Act of 1937 to protect certain victims of criminal domestic violence, dating violence, sexual assault, or stalking, as well as members of the victims' immediate families from losing their HUD assisted housing as a consequence of the abuse of which they were a victim.</p>	<p>The Violence Against Women Act (VAWA), Public Law 109-162, was enacted on January 5, 2006. Sections 606 and 607 amend Section 8 of the U. S. Housing Act of 1937 to protect certain victims of criminal domestic violence, dating violence, sexual assault, or stalking, as well as members of the victims' immediate families from losing their HUD assisted housing as a consequence of the abuse of which they were a victim. DCA emergency transfer plan allows participant lease holder or co lessee to apply for an emergency transfer if they believe they, or other individuals covered under the Violence Against Women Act (VAWA) qualify as victim in the protected categories. Furthermore, an authorized member can also apply for a VAWA transfer. This plan is based on a model emergency Transfer plan published by the U.S. Department of Housing and Urban Development (HUD) the Federal agency that oversees DCA. See Appendix G.</p>
--------	--	--	---	---

No	Chapter Name/Subject Area	Source	Existing Administrative Plan Text	Proposed Administrative Plan Text
53	Repayment Agreements		<p>If a household owes monies to the program as described in 7.15.6, the program, at its discretion, may offer the household an opportunity to enter into an agreement to reimburse the program. The program will prescribe the terms and conditions of the agreement and may deny or terminate assistance for a breach of the agreement. Households that owe the program more than \$3,000 because of their failure to report changes in their total annual income may be terminated without being given the opportunity to enter into a repayment agreement. The program on a case-by-case basis and at its sole discretion, may offer a repayment, in lieu of termination, for debts in excess of \$3000. A participant will only be allowed to enter two (2) repayment agreements during the lifetime of their participation on the program. Participants may be denied the option of portability until any and all debt associated with a repayment agreement is satisfied to the satisfaction of the DCA. The head of household and all adult household members must sign the repayment agreement. Household members that were minors at the time the repayment agreement was entered will not be obligated to satisfy the debt, in order to secure a voucher of their own as an adult.</p> <p>Any terms allowing more time for repayment or for a lower down payment must be approved by Housing Choice Voucher Program director or his/her designee. A hearing officer shall also have the discretion to set the amounts and length of time for repayment, if a repayment agreement is a stipulation of participation determined at an informal hearing. Strict adherence to the terms of the repayment agreement by the participant is necessary otherwise, benefits may be terminated in accordance with this plan</p>	<p>If a household owes monies to the program as described in 7.15.6, the program, at its discretion, may offer the household an opportunity to enter into an agreement to reimburse the program. The program will prescribe the terms and conditions of the agreement and may deny or terminate assistance for a breach of the agreement. Households that owe the program more than \$4,000 because of their failure to report changes in their total annual income may be terminated without being given the opportunity to enter into a repayment agreement. The program on a case-by-case basis and at its sole discretion, may offer a repayment, in lieu of termination, for debts in excess of \$4000. This is accomplished by permitting a paydown of the debt to DCA's established threshold, to bring the debt down to \$4,000, that must be repaid in a reasonable time and reasonable amount A participant will only be allowed to enter into two (2) repayment agreements during the lifetime of their participation on the program. Participants may be denied the option of portability until any and all debt associated with a repayment agreement is satisfied to the satisfaction of the DCA. The head of household and all adult household members must sign the repayment agreement. Household members that were minors at the time the repayment agreement was entered will not be obligated to satisfy the debt, in order to secure a voucher of their own as an adult.</p> <p>Any terms allowing more time for repayment or for a lower down payment must be approved by Housing Choice Voucher Program director or his/her designee. A hearing officer shall also have the discretion to set the amounts and length of time for repayment, if a repayment agreement is a stipulation of participation determined at an informal hearing. Strict adherence to the terms of the repayment agreement by the participant is necessary otherwise, benefits may be terminated in accordance with this plan</p>

	Homeownership/Down payment Assistance			<p>1.NJDCA may provide a onetime downpayment assistance grant for participants in good standing that are receiving tenant- based rental assistance in the Section 8 Housing Choice Voucher program.</p> <p>2.The downpayment assistance grant must be applied toward the downpayment required in connection with the purchase of the home and /or reasonable and customary closing costs in connection with the purchase of the home.</p> <p>3. A downpayment assistance grant may not exceed 12 times the difference between the payment standard and the total tenant payment.</p> <p>4. The downpayment assistance grant shall be paid at the closing of the family’s purchase of the home.</p> <p>5.A participant family that has received a downpayment assistance grant may reapply for and receive tenant based rental assistance, in accordance with program requirements and NJDCA policies, However NJDCA may not commence tenant based rental assistance for occupancy of the new unit so long as any member of the family owns title or other interest in the home purchased with homeownership assistance. Further, 18 months must have passed since the family receipt of the downpayment assistance grant.</p>