



Public Housing

Admissions & Occupancy Plan (AOP)

Section VII(4)(K): Leasing of Units, Security Deposit

Security Deposit: New households must pay a security deposit at move-in. The security deposit for all households except in Brentwood is ~~\$200.00~~ ~~150.00~~. Brentwood PH pay a \$200.00 security deposit and Brentwood Affordable households pay a \$300.00 (2br) and \$400.00 (3br). JHA allows families to sign a repayment agreement to pay the security deposit in increments. If paid in increments, the payments will be enforced through the lease. Failure to pay the incremental payments will result in violation of the lease.

Section IX – Occupancy Policy (16) Termination of Lease:

- B. Management shall give ~~seven (7)~~ **ten (10) business** days written notice of termination if said termination is based upon:
- a. Any criminal activity which threatens the health, safety, or peaceful enjoyment of the premises by other residents or employees of the public housing agency; or any violent or drug-related criminal activity on or off the public housing premises; or if any household member becomes subject to a registration requirement under any state or national sex offender and/or sex predator registration program; or knowingly harbor fugitives from the law.

Section XIII: Repayment Agreements and Collection Policy – clarify period is calendar days (two places)

Additional Monies Owed: If the family has a Repayment Agreement in place and incurs an additional debt to the JHA:

- The JHA will not enter into more than one Repayment Agreement at time with the same family
- Additional amounts owed by the family may be added to the existing repayment agreement, unless the additional amount is due to fraud or unreported income. In which case, the family must pay all other debts in full before entering into a new repayment agreement due to fraud or unreported income.
- If a Repayment Agreement is in arrears more than 30 **calendar** days, any new debts must be paid in full.

Public Housing and Rental Assistance Demonstration Leases

Add RENTCafé language

- Public Housing Lease: Section 4. Rent – add RENTCafé language
- Centennial Towers, Jax Beach Redevelopment, and Brentwood Leases: Section 5. Charges for Late Payments, Returned Checks, and Court Awards:

We strongly encourage all residents to pay their monthly rent payments online on the JHA RENTCafé website. Rent and other All payments ~~may also must~~ be made at the Manager’s Office in the community you live in; payments will only be accepted in the form of personal check, money order, or cashier’s check. . . .

Security deposit increasing to \$200

- Public Housing, Lindsey Terrace Leases: Section 9. Security Deposit

You agree to pay a security deposit of \$200.00~~150.00~~ upon the signing of this lease. ~~unless this lease is for a unit in Brentwood, in which case you agree to pay a security deposit of \$200.00.~~

Obligation to Repay (new paragraph)

- Public Housing, Leases: Section 11
- Lindsey Terrace Lease: Section 13(N). Resident and Member(s) of the Household Obligations
- The Waves, Centennial Towers, Hogan Creek, Brentwood, and Beach Redevelopment Leases: Section 14(s). Obligations of the Resident

If JHA permits you to enter into a repayment agreement for any outstanding charges or debts due or owed to JHA, late and/or missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

Days to consider transfer offer

- Public Housing, Lindsey Terrace, Lease: Section 16. Size of Dwelling Unit

Section 16. Size of Dwelling Unit

You understand that federal regulations permit us to assign units according to the size of the household and the age, sex, and relationship of household members. You agree to transfer to an appropriate size dwelling unit if we determine at an annual or interim reexamination that such a transfer is necessary to correct an overcrowded or over-housed situation and a unit is currently available. ~~Management will initiate the process and notify you pursuant to Section 21. We will notify you in writing when an appropriate unit becomes available and inform you of the location and size of the unit. You must decide whether to accept the unit within five (5) days, unless you can demonstrate, to our satisfaction, that you have good cause for refusing that offer. You will have five (5) days from the day you receive keys to the new unit to complete the move. If the family does not complete the move in to the new unit and has not turned in the keys to the old unit by the close of business on the fifth day, the family will be charged rent at both units for each day that the family takes to complete the transfer. Upon your transfer, you agree to execute a new lease and all corresponding Lease Addendums.~~

Section 21. Transfers

- A. In addition to transfers under Section 16, the Owner or JHA shall have the right to transfer you to another unit of equivalent size, either in the same complex or another complex owned by JHA, in the event that you are involved in a situation in which a resident's peaceful enjoyment of his or her accommodations has been disrupted and has not responded to intervention by management.
- B. Only two (2) transfer offers will be offered to you. You have two (2) business days ~~from the date of the phone call or posting of the offer~~ to accept or reject the offer. If the offer is sent by mail only, three (3) additional business days shall be added to the time ~~of the date of the letter~~ to accept or reject the offer.
 1. If you reject the second offer, your name will be removed from the transfer list. If you are in an overhoused unit and reject the second transfer offer, your lease will be terminated.

2. Upon your acceptance of a transfer offer you have five (5) business days in which to complete your transfer move. When you are transferred or move into another JHA unit or unit at Lindsey Terrace Apartments, you hereby acknowledge that the execution of a new lease is a result of either modernization or another authorized transfer purpose. In consideration of your being relocated, you, the Owner, and JHA agree that all obligations, causes of action claims, and defenses existing under the previous lease are hereby preserved and incorporated into this Lease.
3. If the family does not complete the move-in to the new unit and has not turned in the keys to the old unit by the close of business on the fifth business day, the family will be charged rent at both units for each day that the family takes to complete the transfer. Upon your transfer, you agree to execute a new lease and all corresponding Lease Addendums.

Right to take photographs and/or video when entry to unit is made

- Public Housing, Lindsey Terrace Leases: Section 17. Inspections
 - A. The Owner or JHA and you or your representative shall inspect the premises prior to occupancy by you. The Owner or JHA shall furnish you with a written statement of the condition of the premises, the dwelling unit, and equipment provided with the unit. This statement shall be signed by the Owner or JHA and you and another copy retained in your resident's folder.
 - B. When you vacate the unit, the Owner shall inspect the unit and furnish you with a written statement of any charges for which you are responsible. You and/or your representative may join in such inspection.
 - C. Duly authorized agent or representative of JHA may take photographs and/or video of the unit or any section thereof (including unit interior, exterior, and associated outdoor area) for reasonable purpose (for example, to document condition of unit) when entry to unit is made as described in this section.

Termination of Lease

- Public Housing and Lindsey Terrace Leases: Section 22(E)(1)
Termination of the lease shall be as follows:
 1. We shall give fourteen (14) days written notice of termination if said termination is caused by your failure to pay rent and/or all other charges after notice is provided to the resident pursuant to Section 13 (M) and/or (N) of the lease.
 2. We shall give ten (10) business days written notice in all other cases.
- Brentwood, The Waves, Jax Beach Redevelopment, Centennial Towers, and Hogan Creek Leases: Section 17(f)
 - f. Lease Termination Notice – If we elect to terminate this Lease, we will do so only in accordance with HUD regulations and state laws. We may evict you from your unit only by bringing an action before a court of law. You will be notified in writing of the reason(s) for termination. You may review any of our documents, records, or regulations that are directly relevant to the termination. You have the right to have copies of documents made at your expense and the right to request a grievance hearing in accordance with the Grievance Procedure, if applicable.

If you are entitled to a grievance hearing, this lease will not terminate (even if the notice to terminate under state law has expired) until the grievance process has been completed.

Termination of the lease shall be as follows:

1. We shall give fourteen (14) calendar days written notice of termination if said termination is caused by your failure to pay rent and/or all other charges after notice is provided to the resident pursuant to Section 14 (p) and (s) of the lease.
2. We shall give ten (10) business days written notice in all other cases.

Guests must show picture identification

- Section 14(hh). Obligations of the Resident. Centennial Towers and Hogan Creek Leases.
hh. All guests are required to present a federal or state issued, non-expired picture identification card to sign in and out with each visit at the security guard at the property;

Update owner of Lindsey Terrace

- Lindsey Towers Lease, Section 1. Parties
Section 1. Parties

~~The Vestor Fund XVI, LTD. SREIT~~ LINDSEY TERRACE LLC, (hereinafter sometimes referred as “us,” “we,” or “Owner”) . . .

- All Leases: remove Lease Addendum – Housing Quality Unit Inspection Report
- All Leases: Fair Housing and Nondiscrimination Policy – update contact phone number and email address for Director of Human Resources

RESIDENT NOTIFICATION

RESIDENT CHARGE LIST

Effective October 1, 2021

As stated in the HUD Code of Federal Regulations (24 CFR; 966.5) Posting of policies, rules and regulations: Schedules of special charges for services, repairs and utilities and rules and regulations which are required to be incorporated in the lease by reference shall be publicly posted in a conspicuous manner in the Project Office and shall be furnished to applicants and tenants upon request. Such schedules, rules and regulations may be modified from time to time by the PHA provided that the PHA shall give at least a 30-day written notice to each affected tenant setting forth the proposed modification, the reasons therefore, and providing the tenant an opportunity to present written comments which shall be taken into consideration by the PHA prior to the proposed modification becoming effective.

As stated in the HUD Code of Federal Regulations (24 CFR 966.4) Lease Requirements; (2) PHA charges: The lease shall provide for charges to the tenant for maintenance and repair beyond normal wear and tear and for consumption of excess utilities. The lease shall state the basis for the determination of such charges (e.g., by a posted schedule of charges for repair). Additionally, (24 CFR Part 966.4) (f) Tenant's obligations; (10) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to project buildings, facilities or common areas) caused by the tenant, a member of the household or a guest.

Due to HUD's budget decreases for the overall operating expenses of Public Housing programs and the most recent HUD mandate for housing authorities to operate under Asset Management, the agency is now forced to look at all expenses. Under Asset Management, each site must operate independently and within its individual site budget based on calculations determined by HUD. It is not the intent of JHA to increase resident charges to make money, only to be able to recover cost.

Por favor, póngase en contacto con la oficina si usted necesita este documento traducido o si necesita un intérprete. Este servicio se ofrece sin costo alguno en relación con los negocios de la agencia.

RESIDENT CHARGE LIST

Effective October 1, 2020

The Resident Charge List is used to assess cost of repairs and/or replacement of JHA property where there is abuse, neglect and/or damages caused by the resident(s) or their guests.

MATERIALS AND/OR PARTS COST

The cost of materials and/or parts will be charged to residents at actual cost. JHA will continue getting price quotes from vendors for materials and parts that will enable JHA to purchase in quantities that reflect the best and lowest cost available.

LABOR COSTS

Labor cost has been determined by averaging the overall agencies maintenance costs for each job classification. The following is a list of job classifications and the hourly rate that will be charged in increments of not less than 30 minutes.

<u>Job Classification:</u>	<u>Hourly Rate:</u>
Site Utility Worker	\$25.00 20.57
Site Maintenance Mechanic	\$30.00 25.34
Site Foreman	\$35.00 28.30
JHA HVAC / Maintenance Mechanic	\$75.00
JHA Plumber	\$79.00
JHA Electrician	\$78.00

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Specialized Services:

Outside contractor or services	At Cost
Replace appliance(s) due to resident caused fire, severe neglect, theft	At Cost (or may be less depreciation)
Unlock Door – During Working Hours	\$15.00 10.00 multi-family site \$30.00 20.00 scattered sites \$10.00 8.00 high-rise
Unlock Door – Non-working Hours	\$80.00 60.00
Unlock Door-Security Guard	\$10.00 8.00 High-Rise
Change Locks	Parts plus Labor
Return Check Fee (NSF)	\$50.00 35 per incident
Mow/Clean/Rake/Fence Lines	\$50.00 25.00 plus Labor
Remove Tenant Property from roofs and/or trees	\$25.00 15.00 plus Labor
Hauling Off Tenant Property	\$50.00 20.00 plus Labor & dump fee if applicable
Clean Apartment (Vacant Unit)	\$30.00 plus Labor
Clean Range (Vacant Unit)	\$15.00 plus Labor
Clean Refrigerator (Vacant Unit)	\$15.00 plus Labor
Remove Wall Paper - Borders/Soffits	\$15.00 plus Labor
*Large and/or full wall covered areas	\$25.00 plus Labor
Paint/Wall Repair for damages occurring while occupied	Materials plus Labor

Por favor, póngase en contacto con la oficina si usted necesita este documento traducido o si necesita un intérprete. Este servicio se ofrece sin costo alguno en relación con los negocios de la agencia.

On-site unclogging sink, Materials plus Labor and/or cost of \$
25.00 per occurrence
toilet, tub, or washer drain _____ contractor

Disposal of resident litter and/or garbage \$50.00~~25.00~~ per occurrence plus
Labor & dump fee if applicable
left outside unit or in common areas _____

Transfer Fees for approved optional \$200.00
transfers (administration fee)

Please Note:

This Resident Charge List is not all inclusive; residents will be charged material cost plus labor for items not listed on the Resident Charge List that require repair and/or replacement of JHA property where there is abuse, neglect and/or damages caused by the resident or their guest.

All labor will be charged based upon the actual time spent with a minimum time charged of ½ hour.

Elderly/disabled are not charged for light bulbs or changing light bulbs.

Por favor, póngase en contacto con la oficina si usted necesita este documento traducido o si necesita un intérprete. Este servicio se ofrece sin costo alguno en relación con los negocios de la agencia.

Section 8

Administrative Plan

Section I – Statement of Policies and Objectives

- Add HUD VASH program information; delete Shelter Plus Care information

~~HUD VASH Shelter Plus Care~~

Unless expressly noted, all regulatory requirements and HUD directives regarding the Housing Choice Voucher Program and Project Based Voucher programs are applicable to HUD VASH vouchers.

JHA currently has HUD VASH vouchers. These vouchers are issued based on the referrals received from the Veterans Affairs Office, after a family has met the VA’s eligibility criteria. VASH vouchers are not issued based on the Section 8 waiting list.

Program description: HUD-VASH is a collaborative program which pair’s HUD’s Housing Choice Voucher (HCV) rental assistance with VA case management and supportive services for homeless veterans. These services are designed to help homeless veterans and their families find and sustain permanent housing and access the health care, mental health treatment, substance abuse counseling, and other supports necessary to help them in their recovery process and with their ability to maintain housing in the community.

~~Shelter Plus Care Denial or Termination of Assistance~~

Section VIII – Briefing of Families and Issuance of Housing Voucher

- Add alternative allowed briefing methods
 - A. Briefings
 1. Purpose of the Briefing
The purpose of the briefing is to review the voucher packet to fully inform the participant about the program so he/she will be able to discuss it with potential or participating owners.
 2. Briefing Attendance Requirement
Briefing attendance may be conducted in person, [virtually via webcast or video call](#), [company website](#), [by phone](#), or [via other methods as permitted under Notice PIH2020—32](#).
 - ...
 3. Format of the Briefing
Briefing, or orientation, of the voucher holders is conducted on a group basis. Applicants are interviewed in groups [or individually](#), given an opportunity to ask questions, and [are](#) requested to sign various forms and documents.

- Add Jax Area Legal Aid, Inc., to security deposit requirements
 - B. Security Deposit Requirements
 1. The maximum security deposit that can be collected by the owner cannot be more than they collect from market rate tenants.
 2. The family is responsible for paying the security deposit. Security deposits are not paid by the housing authority.
 3. The owners use the security deposit for any unpaid rent payable by the tenant, damages to the unit, or other charges due under the lease. The owner must maintain and disburse the security deposit pursuant to Florida Law.
 4. The security deposit is between the owner and the participant. Should there be any dispute; the participant should seek the advice of an attorney, [including Jax Area Legal Aid, Inc., in Jacksonville, Florida](#)

Section VIII(C)(2) Voucher Issuance

- Voucher will be recalculated if income decreases after voucher is issued
 To avoid any family obtaining a unit which they cannot afford, the voucher shall be issued based on the documents provided and verified by the JHA. Once the voucher has been issued, no changes shall be made to the amount or bedroom size. Any change in Total Tenant Payment (TTP) based on income shall be calculated thirty (30) days after the authorized move in date. [If family income decreases after the voucher has been issued, the voucher will be recalculated and reissued based on the new family income.](#)

Section XII(B) – Rent Reasonableness Determination for Vouchers

The housing authority will make a determination as to the reasonableness of the rent the owner is proposing in relation to the comparable units on the unassisted private [market using AffordableHousing.com \(www.affordablehousing.com\)](#). Rent reasonableness determinations are made during the whole course of an assisted residency in accordance with Federal law. Leasing a unit that does not meet the rent reasonableness determination will not be approved. . . .

Section XIII(F)(25) – Payment to Owner and Owner Responsibilities

F. Landlord Responsibilities

25. I acknowledge I have the opportunity to attend the Property Owner/Manager Workshop [or to contact JHA personnel via email or phone in order](#) to better understand the Section 8 program and process and, to ask any questions I may have.

Section XVI – Interim Recertification

A. Required Changes to Report

Total Tenant Payment and Tenant Rent will remain in effect for the period between regularly scheduled reexaminations:

1. The resident must report all changes in the household composition, within ten (10) business days.
2. The resident must report any of the following changes which may result in a decrease in the resident's rent:
 - a. Decrease in income
 - b. Increase in allowances or deductions
3. The family must report all increases and should report all decreases in income within ten (10) business days. ~~However, the housing counselor will not make a payment change unless the increase in income is \$100 or more per month.~~

Section XXI – Repayment Agreements and Collection Policy

A. Repayment Agreement for Families with Debts (Other Than Fraud / Unreported Income) and

B. Debts Due to Fraud / Non-Reporting of Income:

Additional Monies Owed: If the family has a Repayment Agreement in place and incurs an additional debt to the JHA:

- The JHA will not enter into more than one Repayment Agreement at time with the same family
- Additional amounts owed by the family may be added to the existing repayment agreement, unless the additional amount is due to fraud or unreported income. In which case, the family must pay all other debts in full before entering into a new repayment agreement due to fraud or unreported income.
- If a Repayment Agreement is in arrears more than 30 calendar days, any new debts must be paid in full

C. Owner Debts to JHA

If the JHA determines that the owner has retained Housing Assistance Payments or Claim Payments the owner is not entitled to, the JHA may reclaim the amounts from future Housing Assistance Payments or Claim Payments owed to the owner for any units under contract.

If future Housing Assistance Payments or Claim Payments were insufficient to reclaim the amounts owed, the JHA may exercise any or all of the following:

- Require the owner to pay the amount in full within 30 calendar days
- Pursue collections through a collection agency, passing the collection

Section XXVI – Family Unification Program

When a referral is received for the family, the family will be placed on the FUP list and informed of the option to apply for housing using RENTCafé ~~placed on both FUP list and the conventional Section 8 waiting list.~~ Any new FUP applicant will be placed at the bottom of the FUP waiting list based on the date and time of their application is submitted. If found ineligible for the FUP, they will retain their place on the conventional Section 8 waiting list.