

The Jersey City Housing Authority (JCHA), in accordance with HUD regulations and JCHA policy, has adopted the following One Strike Policy and lease amendment. The foregoing process shall be triggered by an arrest, and a criminal conviction is unnecessary to demonstrate violations of the applicable lease. In addition, the JCHA shall pursue terminations of voucher assistance under One Strike based on egregious crimes committed by juveniles, as permitted by law.

If a Section 8 Program Participant (“participant”) has been evicted based on a One Strike violation and the charges against the participant are dismissed—not pled down to a lesser offense—then the participant shall be reinstated to the Section 8 Voucher Program if the participant previously held a voucher.

The lease shall require the participant to act and cause authorized family members, guests and other persons under the participant’s control, to act in a manner that will not disturb other tenants’ peaceful enjoyment of their accommodations and will be conducive to maintaining the assisted unit¹ in a decent, safe and sanitary condition, including refraining from behavior caused by drug or alcohol abuse that interferes with the health, safety or right to peaceful enjoyment of the assisted premises² by other tenants, agents of JCHA, the owner/landlord of the assisted unit, or persons residing in the immediate vicinity of the assisted premises. In accordance with federal law and applicable HUD regulations, a criminal conviction is not necessary to demonstrate serious violations of the lease. Prohibited activities include, but are not limited to, the following:

- Engaging in any activity, including physical and verbal assaults, that threatens the health, safety or right to peaceful enjoyment of the assisted premises by other tenants, agents of JCHA, owner/landlord of the assisted unit, or persons residing in the immediate vicinity of the assisted premises;
- Engaging in any violent criminal activity or other activity that threatens the life, health or property of other tenants, agents of JCHA, owner/landlord of the assisted unit, or persons residing in the immediate vicinity of the assisted premises;
- Engaging in any drug-related criminal activity on or off the assisted premises; for purposes of the lease, the term “drug-related criminal activity” means the illegal manufacture, sale, distribution, use, possession, storage, service, delivery or cultivation of a controlled substance;
- Displaying a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw or otherwise discharge the weapon, to actually shoot, fire, explode, throw or otherwise discharge a deadly weapon, or to inflict any injury on another person or to damage any property through the intentional, reckless, careless or negligent use of a weapon. For purposes of this lease, a “deadly weapon” means a firearm or anything manifestly designed, made or adapted for the purpose of inflicting death or serious bodily injury. A deadly weapon shall include but not be limited to a club, explosive weapon, firearm, knife or knuckles. This also prohibits the use of any BB gun or pellet guns on the assisted premises; and

¹ Assisted unit is defined as a Section 8 rental unit.

² Assisted premises is defined as the premises where the Section 8 rental unit is located.

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- Owning or possessing illegal weapons on the assisted premises;
- Causing any fire on the assisted premises, either intentionally or through negligent or careless disregard.
- If participant, household members, guests or other persons under participant's control have been convicted of manufacture or production of methamphetamines on the premises of federally assisted housing, the voucher assistance shall be terminated immediately;
- If participant, household members, guests or other persons under participant's control are subject to a lifetime registration requirement under state sex offender registration laws, then the voucher assistance shall be terminated immediately;

JCHA shall emphasize that the foregoing list of prohibited actions is not exhaustive. In all circumstances, except in circumstances that necessitate mandatory voucher termination, JCHA retains the authority to, after considering all credible evidence and on a case-by-case basis, decide against voucher termination. JCHA shall consider the following factors when making determinations regarding authorized voucher terminations under the One Strike Policy:

1. Seriousness of the offending action
2. The extent of participation by the Head of Household and other household members in the offending action, including whether the culpable member is a minor, disabled, or a victim of domestic violence or stalking
3. The effects the voucher termination would have on family members not involved in the offending activity
4. The extent to which the Head of Household has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action
5. Effects the voucher termination, or the absence of termination, would have on the community
6. The demand for the Housing Choice Voucher (Section 8) Program by eligible families
7. The length of time since the offending action
8. If JCHA considers rehabilitation, then the participant must submit evidence (e.g. formal certification of his/her participation in, or completion of, a rehabilitation program recognized by JCHA)

The following guidelines shall serve as just that: an instructive guide for JCHA and participants with respect to One Strike violations and their serious consequences. Note that the following guidelines are not mandatory, not applicable in all circumstances, and not exhaustive. In making any decisions pursuant to JCHA's One Strike Policy, employees shall consider alternatives and factors as described more clearly below and may, on a case-by-case basis under the totality of the circumstances based on the best evidence available to the JCHA, choose against voucher termination.

- Drug charges:
 - **By Head of household:**
 - Possession with intent to distribute --- On/Off assisted premises --- termination of voucher assistance.

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- Possession charge only --- On/Off assisted premises --- stipulation agreement to enter a rehabilitation program and no further lease violations for two years.
- **By other members of the household on the lease:**
 - Possession with intent to distribute --- On/Off assisted premises --- termination of voucher assistance.
 - Possession charge only --- On/Off assisted premises --- stipulation agreement to remove household member or enter a rehabilitation program and no further lease violations for two years.
- **By persons not on lease: relative, guest, or frequent visitor not on the lease using the address of the head of household:**
 - Possession with intent to distribute
 - On assisted premises --- stipulation agreement for offender not to enter the assisted unit and no further One Strike violations from the assisted unit for two years. Also, if the arrest happened in the assisted unit with drugs, then termination of voucher assistance.
 - Off assisted premises --- certification to be signed by the head of household and must provide A or B: (A) documentation of address for the offender; (B) change of address by the head of household for the offender from the US Post Office. Also, if charged within 500 feet of assisted premises, then stipulation agreement for offender not to enter the assisted unit and no further One Strike violations from the assisted unit for two years.
 - Possession charge only --- On/Off assisted premises --- certification to be signed by head of household must provide either A or B: (A) documentation of address by the head of household for the offender from the USPS and/or notification to the USPS that mail shall not be sent to the assisted unit's address.
- Note that the use of controlled substances in compliance with New Jersey state law (e.g. the New Jersey Compassionate Use Medical Marijuana Act, N.J.S.A. § 24:6I) will not subject participants to violation of JCHA's One Strike Policy unless such use constitutes a pattern of abuse that interferes with the health, safety or right to peaceful enjoyment of the assisted premises by other tenants.
- Weapon charges:
 - **Firearms:**
 - By Head of household --- On/Off assisted premises --- termination of voucher assistance.
 - Other member of household on lease --- On/Off assisted premises --- termination of voucher assistance.
 - Persons not on lease: relative, guest, or frequent visitor not on the lease using the address of the head of household --- On assisted premises --- stipulation agreement for the offender not to enter the assisted unit and no further One Strike violations from the assisted unit for two years. Also, if the arrest happened in the assisted unit with weapons, then termination of voucher assistance.
 - Persons not on lease: relative, guest, or frequent visitor not on the lease using the address of the head of household --- Off assisted premises --- certification to be signed by head of household must provide either A or B: (A) documentation of address for the offender; (B)

change of address by the head of household for the offender from the USPS and/or notification to the USPS that mail shall not be sent to the assisted unit's address. Also, if charged within 500 feet of the assisted premises, then stipulation agreement for offender not to enter the assisted unit and no further One Strike violations from the assisted unit for two years.

- **Weapons other than firearms:**

- By Head of household --- On/Off assisted premises --- based on the severity of weapons charge: termination of voucher assistance or stipulation agreement for no further One Strike violations for two years.
- Other member of household on the lease ---On/Off assisted premises --- based on severity of weapons charge: termination of voucher assistance or stipulation agreement.
- Persons not on lease: relative, guest, or frequent visitor not on the lease using the address of the head of household --- On/Off assisted premises --- certification to be signed by the head of household providing A or B: (A) documentation of address for the offender; (B) change of address by the head of household for the offender from the USPS and/or notification to the USPS that mail shall not be sent to the assisted unit's address.

- *Alcohol abuse:* pattern of abuse that interferes with the health, safety, or right to peaceful enjoyment of the assisted premises by other tenants, agents of JCHA, owner/landlord of the assisted unit.

- **Head of household and any other member of the household on the lease:**

- On assisted premises: stipulation agreement for a rehabilitation program and no further One Strike violations for two years.
- Off assisted premises: N/A

- **Persons not on lease: relative, guest, or frequent visitor not on the lease using the address of the head of household:**

- On assisted premises: stipulation agreement for the offender not to enter the assisted unit and no further One Strike violations from the assisted unit for two years.
- Off assisted premises: N/A

- *Violent criminal activity:*

- **Violent criminal activity that interferes with the health, safety, or right to peaceful enjoyment of the assisted premises by other tenants, agents of JCHA, owner/landlord of assisted unit or persons residing in the immediate vicinity of the assisted premises:**

- Head of household --- On/Off assisted premises --- termination of voucher assistance.
- Other member of the household on lease --- On/Off assisted premises --- termination of voucher assistance.

- **Violent criminal activity AND evidence that offender is residing in the assisted unit**

- Persons not on lease: relative, guest, or frequent visitor not on the lease using the address of the head of household
 - On assisted premises:

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- With evidence that offender is residing in the assisted unit --- stipulation agreement not to enter or visit the head of household in the assisted unit and no further One Strike violations for two years.
- Without evidence that offender is residing in the assisted unit --- certification to be signed
- Off assisted premises:
 - Certification signed by the head of household providing A or B: (A) documentation of address for the offender; (B) change of address by the head of household for the offender from the USPS and/or notification to the USPS that mail shall not be sent to the assisted unit's address. Also, if charged within 500 feet of the assisted premises, then stipulation agreement for offender not to enter the assisted unit and no further One Strike violations from the assisted unit for two years.
- **Violation criminal activity with additional charges:**
 - Persons not on lease: relative, guest, or frequent visitor not on the lease using the address of the head of household --- On/Off assisted premises --- (1) termination of voucher assistance if there is evidence that the offender is residing in the assisted unit; (2) stipulation agreement for the offender not to enter the assisted unit and no further One Strike violations from the assisted unit for two years.

Where JCHA deems appropriate and executes a stipulation agreement, JCHA shall seek termination of voucher assistance based upon any subsequent violations of the lease and/or One Strike Policy which thereby violates the existing stipulation agreement. If JCHA has executed a stipulation agreement for a violation of One Strike Policy, then JCHA may offer a grievance hearing to resolve the lease violation if it is not another One Strike violation.

Where the guidelines provide for a Stipulation Agreement, JCHA may require the removal of the offending individual from the lease. Where such alternative is appropriate, household members wishing to remain in the assisted unit must provide sufficient proof that the offending individual has indeed been physically removed from the assisted unit. To do so, participants shall refer to the following list. Participants must provide documents and/or satisfy criteria from the following list, which must total a minimum of 10 points. For example, if a participant provides the removed person's new lease from a different address, then such document totals 10 points; thus, the participant has satisfied his/her obligation to remove the culpable person and, accordingly, the participant along with the rest of his/her household may remain in the assisted unit.

- Lease of removed person, evidencing his/her new address (10 POINTS)
- Utility bill of removed person, evidencing his/her new address (7 POINTS)
- Is head of household willing to move to a smaller apartment? (7 POINTS)
- Participant in good standing (5 POINTS)
- JCHA checks subject assisted unit and finds no evidence that the culpable person is still living in the assisted unit (5 POINTS)
- Documentation notifying the USPS of a change of address for the offender (5 POINTS)

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- Mail going to removed person at different address (3 POINTS)
- Request that mail not be delivered to the head of household’s address (3 POINTS)
- Legal Disclaimer Ad in newspaper (3 POINTS)

The Grandparent Clause is an exception to JCHA’s One Strike Policy. With regard to the treatment of elderly persons (whether heads of household or other household members) who have members on their lease who have been arrested in violation of One Strike, JCHA may offer an option for the elderly person to avoid eviction by allowing him/her to transfer to an appropriate senior site or building. This option is contingent upon the elderly resident’s willingness to transfer to the new housing independently.

CONFLICT WITH OTHER PROVISIONS OF THE LEASE: In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

CERTIFICATION: I have read and understand all provisions of this Addendum and agree that all other conditions of the original lease and addenda, except those changed by this separate and subsequent Addendum, shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Lease Agreement on this _____ day of _____ month, 20____ for the assisted unit at _____ (address), _____ (city), _____ (state).

Head of Household:

_____	_____	Date: _____
(Print Name)	(Sign Name)	

Adult Member of Household:

_____	_____	Date: _____
(Print Name)	(Sign Name)	

Adult Member of Household:

_____	_____	Date: _____
(Print Name)	(Sign Name)	

Adult Member of Household:

_____	_____	Date: _____
(Print Name)	(Sign Name)	