



**Revision Fiscal Year 2022/2023
Admissions and Continued Occupancy Plan
Summary of Changes
Public Housing-General**

The following are general revisions to the Admissions and Continued Occupancy Plan (ACOP) and Public Housing reference documents- House Rules and Maintenance Service Charge Schedule. Revisions are being made to facilitate consistency between programs, compliance with HUD requirements and assist Public Housing management better communicate property expectations and financial responsibilities. Revisions to the ACOP and reference documents are proposed to be effective 6/1/2023.

ACOP Reference	Current	Proposed
<p>Chapter 4, Waiting List, Page 4-10</p>	<p>Local Preferences [24 CFR 960.206] PHAs are permitted to establish local preferences and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits the PHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with the PHA plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources [24 CFR 960.206(a)].</p> <p><u>HACSJ Policy</u> Residency Preference (5 points) Families who live, work, or have been hired to work within San Joaquin County at the time of selection from the wait list. Applicants who are working or who have been notified that they are hired to work in the County of San Joaquin must be treated as residents of the residency preference area.</p> <p>Displaced by Government Action (3 points) New applicants to the Public</p>	<p>Updated local preferences and definition of elderly/disabled for consistency with HCVP</p> <p>Local Preferences [24 CFR 960.206] PHAs are permitted to establish local preferences and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits the PHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with the PHA plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources [24 CFR 960.206(a)].</p> <p><u>HACSJ Policy</u> Residency Preference (5 6 points) Families who live, work, or have been hired to work within San Joaquin County at the time of selection from the wait list. Applicants who are working or who have been notified that they are hired to work in the County of San Joaquin must be treated as residents of the residency preference area.</p> <p>Displaced by Government Action (3 4 points)</p>

	<p>Housing program must be a family displaced within the last twelve (12) months by a natural disaster. The waiting list will remain open for this preference. This includes disasters recognized by a Federal government, which extensively damaged or destroyed their dwelling or is:</p> <ul style="list-style-type: none"> • Dilapidated as cited by city/county officials of a local code enforcement office and does not provide safe, adequate shelter; has one or more critical defects or a combination of defects requiring considerable repair or endangers the health, safety, and well-being of family. • Has been declared unfit for habitation by a government agency. <p>Veteran Preference (1 point) Any active duty United States service member, veteran or surviving spouse. Veterans must provide evidence of honorable discharge. Surviving spouses of a deceased service member who is receiving service connected benefits of their deceased spouse will be eligible for this preference.</p> <p>Disability Preference (1 point) This preference is extended to disabled persons or families with a disabled member as defined by HUD. Proof of disability will be required at time of selection.</p>	<p>New applicants to the Public Housing program must be a family displaced within the last twelve (12) months by a natural disaster. The waiting list will remain open for this preference. This includes disasters recognized by a Federal government, which extensively damaged or destroyed their dwelling or is:</p> <ul style="list-style-type: none"> • Dilapidated as cited by city/county officials of a local code enforcement office and does not provide safe, adequate shelter; has one or more critical defects or a combination of defects requiring considerable repair or endangers the health, safety, and well-being of family. • Has been declared unfit for habitation by a government agency. <p><u>Disability/Elderly Preference (3 points)</u> <u>An elderly preference applies if the head, spouse or co-head is a person who is age 62 or older. A disabled person preference applies if the head, spouse or co-head are one or more of the following:</u></p> <ul style="list-style-type: none"> • <u>Receives Social Security or Supplemental Security benefits or otherwise meets the definition of disabled as defined under Section 223 of the Social Security Act as follows:</u> • <u>Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted</u>
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		<p><u>or can be expected to last for a continuous period of not less than 12 months; or</u></p> <ul style="list-style-type: none"> • <u>In case of an individual who has attained the age of 55 and is blind inability by reason of such blindness to engage in substantial gainful activity in which he has previously engaged with some regularity and over a substantial period of time.</u> • <u>Has a physical, mental or emotional handicap which:</u> <ul style="list-style-type: none"> • <u>Is expected to be of long and indefinite duration</u> • <u>Substantially impeded his/her ability to live independently; and</u> • <u>Is of such a nature that the person's ability to live independently could be improved by more suitable housing</u> • <u>Has a developmental disability as defined in Section 102(7) of the Developmental Assistance and Bill of Rights Act. Developmental disability is defined as a severe, chronic disability which:</u> <ul style="list-style-type: none"> • <u>Is attributable to a mental and/or physical impairment; Was manifested before the age of 22;</u> • <u>Is likely to continue indefinitely;</u>
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		<ul style="list-style-type: none"> • Results in substantial functional limitations in three or more of the following areas: capacity for independent living; self-care; receptive and expressive language; learning; mobility; self-direction; and economic self-sufficiency; AND • Requires special, interdisciplinary, or generic care, treatment, or other services which are of lifelong or extended duration and are individually planned and coordinated. <p>A person may receive no more than 3 total points for the Elderly or Disabled preference category.</p> <p>Veteran Preference (1 point) Any active duty United States service member, veteran or surviving spouse. Veterans must provide evidence of honorable discharge. Surviving spouses of a deceased service member who is receiving service connected benefits of their deceased spouse will be eligible for this preference.</p> <p>Disability Preference (1 point) This preference is extended to disabled persons or families with a disabled member as defined by HUD. Proof of disability will be required at time of selection.</p>
<p>Chapter 8, Leasing & Inspections Page 8-8 & Attachment 1</p>	<p>Maintenance and Damage Charges <u>HACCSJ Policy</u> When applicable, families will be</p>	<p>Updated charge policies to match current practices and HUD requirements Maintenance and Damage Charges <u>HACCSJ Policy</u> When applicable, Ffamilies will be</p>

	<p>charged for maintenance and/or damages according to the Housing Authority’s current schedule. Work that is not covered in the schedule will be charged based on the actual cost of labor and materials to make needed repairs (including overtime, if applicable).</p> <p>Notices of maintenance and damage charges will be mailed monthly and will be in accordance with requirements regarding notices of adverse actions. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the Housing Authority may not take action for nonpayment of the charges until the conclusion of the grievance process.</p>	<p>charged for maintenance and/or damages according to the Housing Authority’s current schedule. Work that is not covered in the schedule will be charged based on the actual <u>standard</u> cost of labor and materials to make needed repairs (including overtime, if applicable).</p> <p><u>Fines outlined in the Maintenance Service Charge Schedule, will be delivered with a lease violation and begin after a (3) day cure period. If the violation remains after (30) days of notice the Housing Authority may pursue eviction. The daily fine will be assessed until the violation is resolved or the family is evicted.</u></p> <p>Notices of maintenance and damage charges will be mailed monthly and will be in accordance with requirements regarding notices of adverse actions. Charges are due and payable (14) calendar days after billing. If the family requests a grievance hearing within the required timeframe, the Housing Authority may not take action for nonpayment of the charges until the conclusion of the grievance process.</p>
<p>Chapter 8, Leasing & Inspections Exhibit 8-1 Page 8-15</p>	<p style="text-align: center;">.</p> <p style="text-align: center;">EXHIBIT 8-1: SMOKE-FREE POLICY</p> <p>In accordance with HUD regulations, the Housing Authority has adopted these smoke-free policies. The policies are effective as of Board approval date.</p> <p style="text-align: center;">NO SMOKING (TOBACCO-FREE) POLICY</p> <p>To ensure quality of air and the safety of all public housing residents, the Housing Authority of the County of San Joaquin (Housing Authority) has declared that all public housing communities have a No Smoking</p>	<p style="text-align: center;">Updated smoke free policy to consolidate all smoking policies including tobacco, vaping and marijuana</p> <p style="text-align: center;">EXHIBIT 8-1: SMOKE-FREE POLICY</p> <p>In accordance with HUD regulations, the Housing Authority has adopted these smoke-free policies. The policies are effective as of Board approval date.</p> <p style="text-align: center;">NO SMOKING (TOBACCO-FREE) POLICY</p> <p>To ensure quality of air and the safety of all public housing residents, the Housing Authority of the County of San Joaquin (Housing Authority) has declared that all public housing</p>

	<p>Policy.</p> <p>In accordance with PIH Notice PIH-2009-21 (HA), 24 CFR 903.7(b)(3), smoking (including, but not limited to, smoking cigarettes, cigars, and pipes) is prohibited in all the Housing Authority public housing communities.</p> <p>This includes all indoor areas including but not limited to residential units and common areas; and within twenty-five (25) feet of said buildings and outdoor areas (apartments, entry ways, walkways, grassed areas, picnic areas, parking lots, and private vehicles parked on Housing Authority property).</p> <p>Smoking outside is limited to the following areas:</p> <ul style="list-style-type: none"> • Public areas such as; <ul style="list-style-type: none"> ○ Parks ○ Sidewalks ○ Streets <p>The term “smoking” is defined as inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, or other similar tobacco products in any manner or in any forms.</p> <p>Prohibited tobacco products are defined as items that involve the ignition and burning of tobacco leaves, such as cigarettes, cigars, pipes and water pipes (also known as hookahs).</p> <p>The No Smoking Policy applies to all visitors, residents, contractors, volunteers, and vendors. Tenants and members of the household shall be responsible to enforce this No Smoking Policy as to their guests, invitees, and visitors to their residential units.</p> <p>Electronic Nicotine Delivery Systems (ENDS)</p>	<p>communities have a No Smoking Policy.</p> <p>In accordance with PIH Notice PIH-2009-21 (HA), 24 CFR 903.7(b)(3) <u>and Quality Housing and Work Responsibility Act (QHWRA) of 1998 (42 U.S.C. 13661)</u>; smoking (including, but not limited to, smoking <u>marijuana (medical or recreational) and/or tobacco</u> cigarettes, cigars, and pipes) is prohibited in all the Housing Authority public housing communities. <u>The term “smoking” is defined as inhaling, exhaling, burning, or carrying any lighted tobacco and/or marijuana products in any manner or in any forms. Electronic Nicotine Delivery System (ENDS) including e-cigarettes, nicotine inhalers, and marijuana vaping devices are subject to the same prohibitions.</u></p> <p>This includes all indoor areas including but not limited to residential units and common areas; and within twenty-five (25) feet of said buildings and outdoor areas (apartments, entry ways, walkways, grassed areas, picnic areas, parking lots, and private vehicles parked on Housing Authority property).</p> <p>Smoking outside is limited to the following areas <u>public areas such as:</u></p> <ul style="list-style-type: none"> • Public areas such as; <ul style="list-style-type: none"> ○ Parks ○ Sidewalks ○ Streets <p>The term “smoking” is defined as inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, or other similar tobacco products in any manner or in any forms.</p> <p>Prohibited tobacco products are defined as items that involve the ignition and burning of tobacco leaves,</p>
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	<p>Electronic nicotine delivery systems (ENDS) include e-cigarettes, nicotine inhalers, and vaping devices.</p> <p>HACSJ Policy</p> <p>Use of ENDS is not permitted in public housing units, common areas, or outdoor areas within 25 feet from housing and administrative buildings</p> <p><u>Responsibilities</u></p> <p>It is the responsibility of the Housing Authority staff to educate residents and visitors about the No Smoking Policy. Signage and printed material may be available for visitors at the management office of each development.</p> <p>It is the responsibility of the resident and members of the household that for the health and safety of the Housing Authority employees and their representatives, no one shall have any type of tobacco or related product burning at such time as any employee or representative of the Housing Authority enters and remains in the apartment or unit. If anyone refuses to put out the burning tobacco or related product prior to the employee or representative entering the apartment, or if the resident lights a tobacco or related product while an employee or representative remains in the apartment, the employee or representative may vacate the apartment immediately and may not return until such time as there is no longer any tobacco or related product burning. This may result in a delay of services and all violations will be reported to the site management office.</p> <p>All public housing residents and their guests, invitees, and visitors are expected to:</p> <ol style="list-style-type: none"> 1. Comply with the Residential Tenancy Lease Agreement and House Rules; 	<p>such as cigarettes, cigars, pipes and water pipes (also known as hookahs).</p> <p>The No Smoking Policy applies to all visitors, residents, contractors, volunteers, and vendors. Tenants and members of the household shall be responsible to enforce this No Smoking Policy as to their guests, invitees, and visitors to their residential units.</p> <p>Electronic Nicotine Delivery Systems (ENDS)</p> <p>Electronic nicotine delivery systems (ENDS) include e-cigarettes, nicotine inhalers, and vaping devices.</p> <p>HACSJ Policy</p> <p>Use of ENDS is not permitted in public housing units, common areas, or outdoor areas within 25 feet from housing and administrative buildings</p> <p><u>Responsibilities</u></p> <p>It is the responsibility of the Housing Authority staff to educate residents and visitors about the No Smoking Policy. Signage and printed material may be available for visitors at the management office of each development.</p> <p>It is the responsibility of the resident and members of the household that for the health and safety of the Housing Authority employees and their representatives, no one shall have any type of tobacco or related product burning at such time as any employee or representative of the Housing Authority enters and remains in the apartment or unit. If anyone refuses to put out the burning tobacco or related product prior to the employee or representative entering the apartment, or if the resident lights a tobacco or related product while an employee or representative remains in the apartment, the employee or representative may vacate the apartment immediately and</p>
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	<ol style="list-style-type: none"> 2. Not smoke in any resident unit, Housing Authority Offices, and within twenty-five (25) feet of any doors and windows at said premises; 3. Not cause or permit a nuisance; 4. Not interfere, or cause or permit interference with, the reasonable peace, comfort or privacy of others; 5. Be responsible for the behavior, conduct of their occupants and/or visitors to their unit, and ensure their compliance with the Housing Authority designated tobacco-free properties and common areas. <p><u>Violations</u> A violation of the Tobacco-Free Policy will be considered a material violation of the residential lease. The Housing Authority will utilize the following process to address the violations of the No Smoking Policy:</p> <p>1st Violation – Verbal Warning. The Housing Authority may provide smoking cessation materials.</p> <p>2nd Violation – A written letter of warning will be given and the Housing Authority may provide smoking cessation materials.</p> <p>3rd Violation – A thirty (30) day lease termination notice will be served to the resident but resident will be given an option to remedy.</p> <p>4th Violation – A thirty (30) day lease termination notice.</p> <p><u>Cessation Resources</u> All residents may be offered</p>	<p>may not return until such time as there is no longer any tobacco or related product burning. This may result in a delay of services and all violations will be reported to the site management office.</p> <p>All public housing residents and their guests, invitees, and visitors are expected to:</p> <ol style="list-style-type: none"> 1. Comply with the Residential Tenancy Lease Agreement and House Rules; 2. Not smoke in any resident unit, Housing Authority Offices, and within twenty-five (25) feet of any doors and windows at said premises; 3. Not cause or permit a nuisance; 4. Not interfere, or cause or permit interference with, the reasonable peace, comfort or privacy of others; 5. Be responsible for the behavior, conduct of their occupants and/or visitors to their unit, and ensure their compliance with the Housing Authority designated tobacco-free properties and common areas. <p><u>Violations</u> A violation of the Tobacco-Free Policy will be considered a material violation of the residential lease. The Housing Authority will utilize the following process to address the violations of the No Smoking Policy:</p> <p>1st Violation – Verbal Warning. The Housing Authority may provide smoking cessation materials.</p>
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<p>Attachment 2</p>	<p>What does the tenant do? The tenant’s responsibilities are articulated in the public housing lease. The tenant has the following broad responsibilities:</p> <ul style="list-style-type: none"> • Comply with the terms of the lease and PHA house rules, as applicable 	<p>Updated House Rules</p> <p>What does the tenant do? The tenant’s responsibilities are articulated in the public housing lease. The tenant has the following broad responsibilities:</p> <ul style="list-style-type: none"> • Comply with the terms of the lease and PHA house rules, as applicable