

**THE HOUSING AUTHORITY OF THE
CITY OF GRIFFIN, GEORGIA**

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

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SECTION 1 **GENERAL**

1-1. PURPOSE.

This Admission and Continued Occupancy Policy ("Policy") outlines the policies that The Housing Authority of the City of Griffin ("GHA") will use for the admission of applicants to, and the continued occupancy of residents in, its conventional Public Housing Program. This Policy promotes the operation of sound public housing communities that provide decent homes and suitable living environments to individuals and families, while fostering economic and social diversity in the resident body as a whole.

1-2. ONE STRIKE AND YOU'RE OUT POLICY.

This Policy also takes into consideration the United States Department of Housing and Urban Development's ("HUD") *One Strike and You're Out Policy* for public housing. The *One Strike and You're Out Policy* encourages public housing authorities to implement a strict, straightforward *One Strike* policy which maintains that residents (and their visitors, guests, and invitees) in public housing who engage in drug or other criminal activity or activities that adversely affect the health, safety and peaceful enjoyment of the community, will face certain and swift eviction. The *One Strike and You're Out Policy* also encourages public housing authorities to carefully screen all applicants to ensure that unsuitable applicants do not enter public housing. The Admissions and Continued Occupancy Policy continues The Housing Authority of the City of Griffin's commitment to weave a new community fabric for the individuals and families who live in public housing. Toward this end, GHA has implemented provisions that provide for:

- 1-2.1.** Comprehensive background screening of applicants that includes screening for criminal activity. (see Section 2-5.3(A));
- 1-2.2.** The exclusion of applicants whose criminal histories indicate that they would not be desirable residents of public housing. (see Section 2-5.3(A)(3));
- 1-2.3.** The exclusion of applicants who have family members who illegally use (or show a pattern of illegal use) of a controlled substance or alcohol. (see Section 2-5(A)(2));
- 1-2.4.** The eviction of residents who engage in criminal activity in their apartment, in the community where the apartment is located, on other public housing premises, or anywhere else. (see Section 3-2.6(A));
- 1-2.5.** Resident responsibility for all the unlawful or disturbing actions of their

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households, guests, visitors and invitees. (see Section 3-2.2(A));

1-2.6. The screening of existing residents for criminal conduct as a part of each reexamination. (see Section 3-3.6);

1-2.7. The ready identification of nonresident individuals on community property.

GHA believes that these provisions, along with other provisions in the Policy, and GHA's Dwelling Lease ("Lease"), will assist GHA to foster a vibrant environment where the health, safety and the peaceful enjoyment of each community remains a paramount concern for the residents, visitors, contractors, and GHA staff.

1-3. SCOPE.

This Policy shall apply to all GHA professionals, and shall be effective upon adoption by the Board of Commissioners of GHA. This Policy may not strictly apply to the admission and continued occupancy of residents in apartments or homes that are under separate or special housing agreement(s) with GHA or are subject to separate management agreement(s). The extent of the applicability of this Policy in those circumstances shall be specified in the separate or special housing agreement(s).

1-4. NONDISCRIMINATION.

It is the policy of GHA to comply with all applicable Federal, State and local nondiscrimination laws and HUD regulations governing Fair Housing and Equal Opportunity, including, but not limited to: The Fair Housing Act, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988), Executive Order 11063, as amended by Executive Order 12259, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), applicable laws identified in 24 C.F.R. §5.105(a), any applicable State laws or local ordinances and any legislation protecting the individual rights of residents, applicants or staff that may subsequently be enacted.

GHA shall not unlawfully discriminate because of race, color, sex, religion, familial status, disability, national origin in the leasing and rental of housing or related facilities, or in the use or occupancy thereof. Even so, GHA may give preference to certain applicants or residents in accordance with HUD approved or HUD allowed special designations, including, but not limited to, a HUD approved Designated Housing Plan.

To further its commitment to compliance with applicable Civil Rights laws, GHA will provide information to applicants and residents of the Public Housing Program regarding discrimination and any recourse available to them if they

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believe they may be victims of discrimination. Generally, such information will be made available upon request and applicants and residents will be advised where to obtain additional Fair Housing Information and Discrimination Complaint Forms. Moreover, all written public advertisements relating to the waiting lists will contain the required Equal Opportunity language and logo.

1-5. ACCESSIBILITY AND PLAIN LANGUAGE.

1-5.1. Accessibility of Facilities and Programs.

GHA shall make reasonable efforts to make the facilities and programs under its Public Housing Program accessible to all applicants and residents according to GHA's Accessibility Policy set forth in Section 11 of this Policy. Generally, GHA will make reasonable efforts to make available the application and Central Offices, hearing rooms, community spaces, laundry facilities, craft and meeting rooms for use by residents, including those who may be suffering from disabilities. Even so, any such request or effort toward accessibility cannot result in a fundamental alteration in the nature of GHA's program or activity or result in undue financial and administrative burdens.

1-5.2. Accessibility to Program Documents.

To the extent possible, documents intended for use by applicants and residents will be made available in formats accessible to those with vision or hearing impairments and written simply and clearly to enable applicants to understand as much as possible. Some of the concepts that must be described relative to eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance are complicated, and GHA may reasonable seek to assist applicants and residents in an effort to have them understand the issues involved. Upon an applicant's or resident's request, GHA may make reasonable efforts explain the particular concept or benefit to a resident or applicant verbally. Moreover, at the point of initial contact, GHA will ask all applicants whether they need some form of communication other than plain language paperwork. Such alternative forms of communication may include: having materials explained orally by staff, either in person or by telephone; larger print materials; information on tape; having someone (i.e., friend, relative or advocate) accompany the applicant or receive, interpret and explain housing materials; allowing applicants who speak, read or understand little English to furnish an interpreter, at the applicant's expense, who can explain what is going on; telecommunication devices for deaf persons ("TDD"); and alternative formats for those with vision or hearing impairments.

1-5.3. Reasonable Accommodations.

GHA recognizes that sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of GHA public

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housing programs and related services. If GHA grants the reasonable accommodations, such accommodations do not confer special treatment or advantage for the person with a disability, rather, they make the program or service accessible to them in a way that would otherwise not be possible due to their disability. A more complete discussion of how GHA's addresses reasonable accommodation requests is set forth in GHA's Reasonable Accommodation procedures. Because disabilities are not always apparent, and because it is not apparent which disabilities may adversely affect an individual person from enjoying the full benefits of GHA's programs and services, GHA will make applicants and residents aware of the opportunity to request reasonable accommodations. However, it is up to the applicant or resident to actually request a reasonable accommodation. In making reasonable accommodations or proposed structural modifications for otherwise qualified persons with disabilities, GHA is not required to:

- A. In an existing housing program, make each of its existing facilities accessible; or make structural alterations when other methods can be demonstrated to achieve the same effect;
- B. Make structural alterations that require the removal or alteration of a load-bearing structural member;
- C. Provide an elevator in any multifamily housing community solely for the purpose of locating accessible units above or below the grade level;
- D. Take any action that would result in a fundamental alteration in the nature of the public housing program, activity or its services;
- E. Take any action that would result in an undue financial and administrative burden on GHA.

1-5.4. Plain Language Documents.

At a minimum, GHA will prepare the following information in plain-language accessible formats:

- Marketing and informational materials
- Information about the application process
- Application materials
- Form letters, notices to applicants and residents
- General statement about reasonable accommodations
- Orientation materials, if any, for new residents
- The Dwelling Lease and House Rules
- Guidance or instructions about the care of the resident's apartment
- Information about opening, updating, purging or closing the waiting list

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- Information related to applicant’s rights (e.g., informal hearings, grievance hearings, etc.), and
- Newsletters and informational announcements to residents.

1-6. MARKETING AND FAMILY OUTREACH.

GHA will conduct such outreach as is needed to maintain an adequate application pool. Such outreach will be subject to available resources and will take into consideration the level of vacancy in GHA’s communities, availability of apartments through turnover, and waiting list characteristics. GHA will periodically assess these and other factors in order to determine the need for and scope of any marketing efforts. As applicable, GHA will generally publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation. GHA may also advertise in selected minority media, if available, or by other suitable means. To reach people who cannot or do not read the newspapers, GHA may distribute fact sheets to the broadcasting media and initiate personal contacts with members of the community, community service personnel, service providers, and selected advocacy or member organizations. GHA may also try to utilize public service announcements.

1-7. RIGHT TO PRIVACY.

All adult members of both applicant and resident households are required to sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice* or such equivalent form as GHA may designate. The *Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the Federal Privacy Act Statement. GHA will not release applicant or resident information unless there is a: (i) signed release of information request from the applicant or resident; (ii) lawful court order or through lawful civil or criminal discovery processes; (iii) a request for cooperation or for information from other governmental agencies or regulatory bodies; (iv) as authorized by HUD regulations; or (v) as otherwise authorized by law.

1-8. ECONOMIC DECONCENTRATION AND INCOME MIXING POLICY¹.

1-8.1. Purpose.

This Economic Deconcentration and Income Mixing Policy (“Deconcentration Policy”) reaffirms the commitment of GHA to provide for deconcentration of poverty and income mixing as required by the *Quality Housing and Work Responsibility Act of 1998* (“QHWRA”) and subsequent guidance or regulations pertaining to the same issued by the United States Department of Housing and Urban Development (“HUD”).

1-8.2. Scope.

¹ This Economic Deconcentration and Income Mixing Policy was approved by the GHA Board of Commissioners on November __, 2004.

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This Deconcentration Policy shall apply to all communities of public housing actually managed by GHA professionals or managed under separate private management or special housing agreements between a private management company and GHA. This Deconcentration Policy shall not strictly apply to those communities where the public housing units are under separate HUD endorsed agreements. Moreover, this Deconcentration Policy shall not apply to communities, properties or interests in properties, owned, operated, or financed by GHA where no HUD restricted funds, or HUD funds at all, were used.

1-8.3. Deconcentration Policy.

GHA shall design policies and practices which provide for deconcentration of poverty and income mixing, by, to the extent possible, encouraging residents with higher incomes to choose to move into public housing communities where there is a concentration of lower income residents, and encouraging residents with lower incomes to choose to move into public housing communities where there is a concentration of higher income residents. GHA will address this goal by:

A. Applicant Offers of Housing.

When making offers of specific housing units in specific developments to applicants, GHA will consider available means which will best promote the objectives of attaining, to the maximum extent feasible, a resident body in each community that is composed of families with a broad range of incomes and avoiding concentrations of the most economically deprived families with serious social problems. These objectives will be factors taken into consideration: (i) when determining whether to offer a unit to an applicant that qualifies for a local preference, and (ii) when a determination is made to offer the unit to an applicant that qualifies for a local preference, in selecting among such qualified applicants. GHA shall seek to implement its selection procedures in such a manner that the number of residents, in each community, within certain income ranges will, over time, approximate, to the extent possible, the income distribution based on the Low-Income census information, or other such income distribution as may be necessary to make selected developments more economically viable. Notwithstanding the following, GHA will ensure that the incomes of 40% of all new admissions are at or below 30% of Area Medium Income.

B. Ranking Preference.

GHA shall use an Income Ranking Preference in an effort to achieve a broad range of incomes and a resident group, in each community, which promotes a balanced socio-economic mix and fiscal stability. This effort shall be tempered by the realization that each applicant and resident has the right to exercise choices that may not foster GHA's

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Deconcentration Policy.

C. Federal Preferences.

As GHA will focus more specifically on promoting a socio-economic mix and fiscal stability to its communities, GHA will no longer use any of the former Federal Preferences, other than Involuntarily Displaced, to rank or order applicants on its Waiting List.

D. Other Programs and Initiatives.

GHA shall study the appropriateness of implementing other programs and initiatives that are designed to attract the desired economic mix of residents in its communities as may be suggested, allowed, or authorized by HUD.

1-8.4. Amendments.

The Executive Director may amend this Deconcentration Policy, at any time, when such amendment(s), in her discretion, are warranted, required or advisable, without further vote from the Board of Commissioners.

1-8.5. Effective Date.

This Deconcentration Policy shall be effective upon approval of the GHA's Board of Commissioners.

1-8.6. References for Deconcentration Policy.

Quality Housing and Work Responsibility Act of 1998 (October 21, 1998) (Pub.L. 105-276, 112 Stat.2461).

Quality Housing and Work Responsibility Act of 1998; Initial Guidance, Notice (February 18, 1999).

[Rule to Deconcentrate Poverty and Promote Integration in Public Housing; Final Rule \(Federal Register, Vol. 65, No. 247, December 22, 2000\)](#)

1-9 TERMINOLOGY.

In addition to the terms set forth the Definitions section of this Policy (see Section 12), the terms listed below will have the following meanings:

- The terms "he" or "his" used throughout this Policy is used in the generic sense to include male/female, singular/plural as appropriate.
- The term "may" refers to an action or activity that is not required but is optional in the sole discretion of GHA.
- The terms "shall" and "will" refer to an action or activity that is required by the terms of the Policy or HUD regulation.

1-10. GENERAL REFERENCES FOR ADMISSIONS AND CONTINUED OCCUPANCY POLICY.

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- *The United States Housing Act of 1937, as amended (42 U.S.C. §1437, et seq.)*
- *Quality Housing and Work Responsibility Act of 1998 (P.L. 105-276, 112 Stat. 2518, approved October 21, 1998)*
- Title 24 of the *Code of Federal Regulations ("24 C.F.R.")*, Parts 5, 8, 100, 900, 942 and 960.
- *HUD Sample Admissions & Occupancy Policy* (Prepared for Larger Housing Authorities (July 1995)(*For Guidance Only*)
- *Public Housing Occupancy Handbook, 7465.1 Rev-2 (8/87)(For Guidance Only)*

1-11. EFFECT OF POLICY.

This Policy shall supersede and replace all previous Admission and Continued Occupancy Policies including, but not limited to the Admission and Continued Occupancy Policy adopted by GHA in December 2001, as revised.

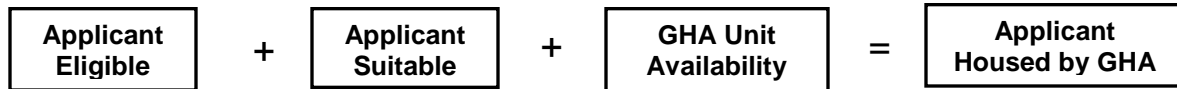
1-12. EFFECTIVE DATE.

This Policy shall be effective as of November __, 2004

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SECTION 2 RESIDENT SELECTION AND ASSIGNMENT

Generally, each applicant who demonstrates that he or she is *eligible* and *suitable* for the benefits of public housing will have the opportunity to request, and potentially receive, housing from GHA. GHA² thoroughly screens each individual applicant in accordance with HUD's regulations and sound management practices to determine whether an applicant is both *eligible* and *suitable* for public housing. This means that:



To demonstrate *eligibility*, an applicant must satisfy the five (5) separate eligibility requirements outlined below:

BASIC APPLICANT ELIGIBILITY REQUIREMENTS **(see Section 2-4)**

Each applicant must:

1. Qualify under the definition of a *family*;
2. Not exceed income limits set by HUD for participation in the Program; and
3. Meet citizenship/eligible immigrant criteria; and
4. Provide documentation of Social Security numbers for all family members; and
5. Meet or exceed the other Eligibility selection criteria described in Section 2-4 of this Policy.

To demonstrate *suitability*, an applicant must satisfy two (2) expansive requirements and demonstrate:

BASIC APPLICANT SUITABILITY REQUIREMENTS **(see Section 2-5)**

Each applicant must reasonably show, to GHA's satisfaction:

1. family's ability and willingness to pay the rent; and
2. family's ability and willingness to comply with the lease.

² For purposes of Sections 2, 5, 7, 8 and 9 of the Policy, any action or decision which could be taken by "GHA" shall also refer to any contractor, agent, management, or private management representative authorized by GHA to make eligibility, suitability, placement, transfer and administrative hearing decisions and determinations.

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All such qualified applicants shall be assigned his or her appropriate place on a community wide waiting list, in sequence, based upon date and time the application (or in GHA's option, a pre-application) is received (or based on a lottery placement, as the case may be), suitable type and size of apartment, ~~and~~ factors affecting preference or priority consistent with the objectives of this Policy, and applicable HUD regulations and requirements. The following provisions of this Section delineate the placement of persons on the waiting list, and the assignment of vacant apartments to persons on the waiting list in a uniformly nondiscriminatory basis without respect to race, sex, national origin, handicap, religion, familial status or language. GHA, from time to time, may establish particular administrative procedures to enact certain provisions of this Policy and those procedures are incorporated by reference herein.

2-1. APPLICATION/PRE-APPLICATION PROCESS.

Families wishing to apply for the Public Housing Program will be required to complete GHA's application for housing assistance during a period of open registration. Applications are generally made in person, and are accepted during designated hours at the GHA's ~~Central Office~~ ~~central office of AHA~~. GHA may, from time to time, alter the times and places for taking and receiving applications, including requests for the application forms by telephone and accepting applications through the mail. At GHA's option, families may additionally be required to submit a pre-application prior to completing the actual application. If this is the case, GHA will provide directions to families about the pre-application process. GHA may also acknowledge receipt of all applications and preliminarily place the applicant on the waiting list, according to the specific housing category and the requested preference, subject to further eligibility and suitability determinations. For purposes of this entire Section 2, the term "application" shall also mean any required "pre-application"; moreover, the term "GHA" shall also include any management agent, contractor, or vendor undertaking the eligibility, screening, placement and transfer activities for any GHA conventional public housing community or GHA applicant.

2-2. WAITING LISTS THAT ARE AVAILABLE TO RESIDENTS.

GHA shall maintain separate waiting lists, in accordance with the various housing programs offered, subdivided into the following categories:

- Public Housing ~~Centralized~~ Waiting List consisting of a single community-wide waiting list appropriately grouped by preference category and bedroom size, and ranked by date and time and, in GHA's option, by income;
- Special Initiative Site-Based or Centralized Waiting Lists designed to address GHA's economic or life style self-sufficiency and/or

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Deconcentration of Poverty initiatives³;

□ Any applicable GHA-sponsored Home Ownership Waiting List³.

Public housing residents and applicants must separately apply to Special Initiative and Home Ownership Waiting Lists when, and if, GHA establishes them. Residents will be notified if such waiting lists are established and the requirements of each of the waiting lists.

2-3. APPLICANT SELECTION FROM THE GHA WAITING LIST.
~~2.3.~~

³ The procedures governing the selection, assignment and administration of this waiting list will be set forth in the documents describing the particular initiative or the Home Ownership Program.

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GHA has two categories of applicants from which it selects residents for housing in GHA communities. Those applicants who have a verified local preference (“Local Preference Applicants”), and those applicants who do not have a local preference, or cannot or do not verify their local preference (“Non-preference Applicants”). GHA informs all applicants about the available local preferences and gives applicants an opportunity to show that they qualify for available preferences. As public housing apartments become vacant, GHA will generally select the applicants for housing from its Local Preference Applicants on GHA’s applicable local preference waiting list, and then GHA will select any additional applicants required to meet GHA’s occupancy needs, if any, from the Non-preference Applicants on the applicable GHA waiting list. This is to say that all applicants meeting any or all of the preference categories, regardless of date and time of pre-application, shall be given priority for housing placement over non-preference applicants. As Federal law has abolished the former Federal Preferences, GHA has established the two broad categories of applicants based solely on its local preferences.

2-3.1. Description of Local Preferences

The Local Preference categories described herein are designed to attain the federally mandated goal of achieving a broad range of incomes and avoiding concentrations of the most economically deprived families with serious social problems within each community. Up to one hundred percent (100%) of the applicants who GHA will house on an annual basis will be selected from Local Preference Applicant pool by the following Local Preferences according to the priority ranking, unit availability, income ranking and category of resident required for GHA to meet its occupancy goals, as set forth below (and within each subcategory by date and time of a completed and screened application as appropriately ranked).

These local preferences shall include the following in order of priority: Working Family (see Section 2-3.1(A)), Income Ranking Preference (see Section 2-3.1(B)), Spalding County Residence Preference (see Section 2 - 3.1(C)) Involuntarily Displaced Preference (see Section 2-3.1(D)) ranked by Date and Time (see Section 2-3.2).

A. Working Family Local Preference. This local preference is available for any applicant where the head of household is considered working in a full-time capacity, long-term part-time capacity or an approved job training capacity in accordance with the following provisions:

- 1. Full-time Employment.** Any head of household legally employed by an employer in a full-time capacity. The head of household must work for wages, commissions or other consideration of value and have been so gainfully employed after the date of application. The applicant must also demonstrate full-time employment for, at least,

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nine (9) months immediately prior to the date of placement. It must be apparent that the full-time employment is of a continuous, as opposed to a temporary nature, and the head of household must continue employment (although not necessarily for the same employer or in the same position) until the date of placement and must anticipate such continuous employment after the date of placement. Self-employed individuals would qualify for this Local Preference if the head of the household was able to demonstrate nine (9) months of full-time self-employment immediately prior to the date of placement; or

2. **Part-time Employment.** Any head of household legally employed by an employer in a part-time capacity consisting of not less than twenty (20) hours per week. The head of household must work for wages, commissions or other consideration of value and have been so gainfully employed for, at least, nine (9) months prior to the date of placement. It must be apparent that the part-time employment is of a continuous, as opposed to a temporary nature, and the head of household must continue such part-time employment (although not necessarily for the same employer or in the same position) until the date of placement and must anticipate such continuous employment after the date of placement. Self-employed individuals would qualify for this Local Preference if the head of the household was able to demonstrate nine (9) months of part-time self-employment, of not less than twenty (20) hours per week, immediately prior to the date of placement; or
3. **Upward Mobility/Approved Job Training Program.** Any head of household who is participating in, or enrolled for participation in a training, education or employment program funded by HUD, Georgia Department of Human Resources, Georgia Department of Family and Children Services, or any other Federal, state or local organization, provided that the program's primary purpose is to prepare low and very low-income individuals for economic independence or family self-sufficiency. Such participation must be for a minimum of twenty (20) hours per week, and must be verified, in writing, by the training, education, or employment provider.

- B. **Income Ranking Preference.** When making offers to applicants of specific housing apartments in specific developments, GHA will consider available means which will best promote the objectives of attaining, to the maximum extent feasible, a resident body in each community that is composed of families with a broad range of incomes and avoiding concentrations of the most economically deprived

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families with serious social problems. -These objectives will be factors taken into consideration: (i) when determining whether to offer an apartment to an applicant that qualifies for a local preference, and (ii) when a determination is made to offer the apartment to an applicant that qualifies for a local preference, in selecting amongst such qualified applicants.

1. **Purpose of Preference.** Use of the Income Ranking Preference is designed to achieve a broad range of incomes and a resident group, in each community, which promotes a balanced socioeconomic mix and fiscal stability and, to the extent practicable, avoids -concentrations which adversely impact GHA's economic deconcentration strategies. GHA may also select applicants that will produce a mix of incomes in the communities in an effort to deconcentrate poverty and to bring a mix on incomes into the communities in furtherance of GHA's Annual or 5-Year Plan under the Quality Housing and Work Responsibility Act of 1998 ("QHWRA"), or any GHA self-sufficiency initiative.
2. **Distribution of Incomes** GHA's applicant selection procedures are designed so that the number of residents, in each community, within certain income ranges will, over time, approximate, to the extent possible, the income distribution based on the low-income, very low-income and extremely low-income census information, or other such income distribution percentages as GHA, in its sole discretion, may determine is necessary to ensure ~~specialy~~ selected -viable communities. Generally, GHA will place applicants in various income ranges based on the percentages of the Area Median Income ("AMI") and select applicants from the various income range(s) necessary to fulfill GHA's deconcentration and management goals.
3. **Income Verification.** Income must be verified according to already existing GHA procedures to determine eligibility for assisted housing.
4. **Revision of Income Ranking Preference.** Once a broad range of incomes for a particular community has been reached, or if current strategies to reach a broad range of income are unsuccessful, -these preferences, and any procedures promulgated thereunder, may be revised to ensure that an appropriate mix of families of different incomes in each community will be maintained.

- C. **Spalding County Residency Preference.** This preference is for applicants who reside in Spalding County, or whose head of household or spouse works full-time or part-time (i.e., not less than 20 hours per

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week) in Spalding County or whose head of household or spouse has been given a bonafide offer of employment in Spalding County.

- D. Involuntarily Displaced Preference.** This preference is available to those applicants who have been asked to move from their current home because of some action or activity not attributable to the applicant or a member of the applicant's family. Such circumstances must be verified and will generally include one of more of the following:
1. **Catastrophe.** A disaster, such as a fire, flood, or explosion, has made the unit uninhabitable;
 2. **Government Activity.** Code enforcement, public improvement or development program activities by HUD, or a State, County, or local governmental body or agency.
 3. **GHA Activity.** Public improvement, demolition, development or other like activities by GHA.
 4. **Forced Unit Vacation.** The housing owner has taken an action which forces the applicant to vacate its unit and: (i) the action was beyond the applicant's ability to control or prevent; (ii) the action occurred despite the applicant meeting all previously imposed conditions of occupancy; and (iii) the action was not a rent increase.
 5. **Domestic Violence.** The applicant has vacated a housing unit because of domestic violence or the applicant lives in a housing unit with a person who engages in documented domestic violence. For purposes of this preference, *domestic violence* means actual or threatened physical violence directed against one or more members of the applicant family by a spouse or other member of the applicant's household, and the violence has occurred recently, or is of a continuing nature, and the violence has been reported to the appropriate authorities.
 6. **Law Enforcement.** The applicant family or members of the family provide information on criminal activities to a law enforcement agency and based on a threat assessment, the law enforcement agency recommends re-housing the family to avoid or minimize a risk of violence against the applicant (or members of the Applicant's family) as a reprisal for providing such information.
 7. **Hate Crimes.** One or more members of the applicant's family have been the victim of one or more documented hate crimes, and the

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applicant has vacated a housing unit primarily because of such crime, or the fear associated with such crime has destroyed the applicant's peaceful enjoyment of the unit. For purposes of this preference, *hate crimes* means the actual or threatened physical violence or intimidation that is directed against a person or his or her property and that is based on the per's race, color, religion, sex, national origin, handicap, or familial status. The crime must have occurred recently, or is of a continuing nature, and the crime must have been reported to the appropriate authorities.

- 8. **Limited Apartment Use Due to Disability.** Applicant or a member of applicant's family has a mobility or other impairment that makes the person unable to use critical elements of the unit, and the owner is not legally obligated to make the changes to the unit that would make critical elements accessible to the disabled persons as a reasonable accommodation, and GHA has the type of unit in its inventory that would meet the applicant's needs.

- 9. **Section 203 Disposition.** Disposition of a multifamily rental housing community under Section 203 of the Housing and Community Development Amendments of 1978.

2-3.2. Priority Ranking of Local Preferences.

GHA shall seek select from the applicable waiting list of Local Preferences applicants according to: the eligibility score of the applicant based on the verified preference(s), unit availability, the category of resident required for GHA to meet its occupancy or deconcentration goals, and applicable ranking preferences, the date and time the application which requests a Local Preference was received, evaluated and placed in the Ready Pool, or assigned a place in the applicable category on the waiting list. GHA shall verify and if necessary, re-verify, the applicant's Local Preference(s) at the time of an applicant's selection and placement or at such earlier time as GHA may select. Generally, in establishing an eligibility score for each applicant, GHA will assign an eligibility score for each preference category based on the GHA's occupancy and deconcentration goals. The initial eligibility scores for the local preferences shall be as follows:

Local Preference	Score
Working Family (full-time)	50
Working Family (part-time)	40
Working Family (upward mobility)	30
Involuntarily Displaced	25
Domestic Violence	25
Substandard Housing (verified)	25
Spalding County Residence Preference	25

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Each category of preference shall then be ranked according to the income ranking preference and then according to date and time. The Executive Director shall have the right and responsibility, without further vote of the Board of Commissioners, to modify these eligibility scores from time to time based on the then needs of GHA. The Executive Director shall publish the modified scores and make it available to applicants and residents upon request.

2-3.3. Change in Local Preference Status.

GHA shall recognize a change in the subcategory of the Working Family Local Preference if any applicant rises to the top of the waiting list and has a verifiable subcategory of the Working Family Local Preference which is different or additional to the subcategory originally named at the time of application. Such applicant shall not lose his/her place on the waiting list as a result of the change, but shall only be placed in accordance with, unit availability, the category of resident required for GHA to meet its occupancy and deconcentration goals, applicable ranking preferences, and other placement concerns.

2-3.4. Preference Consideration for Elderly and Disabled.

An applicant household shall be given the benefit of a Local Preference, if the head and spouse, or sole member, are age 62 or older. GHA will provide local preference consideration and placement for such elderly residents. Moreover, an applicant household shall be given the benefit of a Local Preference, if the head and spouse, or sole member, ~~or~~ are receiving social security disability, supplemental security income disability benefits, or any other payments based on an individual's inability to work.

2-3.5. Elderly Priority Placement.

In the selection of a family for an apartment in a community which is a community where residents are primarily elderly and/or disabled population community, GHA will give priority to elderly, and then to disabled families ranked first by age, income, bedroom preference, and then date and time.

2-3.6. Selections for Designated Housing.

GHA may make selections from the applicable waiting list(s) which will satisfy GHA's requirements pursuant to any Designated Housing Plan for GHA which GHA may adopt for specific housing for elderly families, disabled, families, or mixed populations of elderly and disabled families.

2-3.7. Certification and Verification of Preferences.

A. Self-certification and Preferences Verification. Each applicant must certify, in writing, the nature of the preference category he or she

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is claiming. GHA shall verify all applicants' claims for a preference prior to extending an offer of housing. Should the applicant claim for a preference not be verified, the applicant ~~shall~~ may be placed on the non-preference waiting list by date and time of application, or in the case of misrepresentation, the applicant shall be deleted from the waiting list.

- B. Time of Verification.** ~~In the event~~ At any time the waiting list is ~~reopened by unit size and type~~ for applicants claiming a preference, the applicant may be required to verify ~~their~~ his or her preference claim prior to an application being accepted for placement on the local preference waiting list.
- C. Documentation of Verification.** Verifications must be supported in accordance with GHA's standard verification guidelines (see Section 2-7).

2-3.8. Preference Prohibition for Drug-related Evictions.

- A. General Prohibition for Drug-related Evictions.** A family may not be granted a ~~federal or~~ local preference if any member of the family is a person or member of a family evicted from housing assisted under the 1937 Act⁴, during the past five (5) years, because of drug-related criminal activity. However, the family may qualify for a local preference if each evicted person who engaged in such drug-related criminal activity who is a member of the family seeking admission to the program has successfully completed a rehabilitation program approved by GHA.
- B. Waiving Drug-related Evictions Prohibition.** GHA may waive the preference prohibition for drug-related criminal activity eviction for an evicted person if the evicted person clearly demonstrates to the GHA's satisfaction, either that the evicted person clearly did not participate in and had no knowledge of the drug-related criminal activity, or that circumstances which lead to eviction no longer exist.

2-3.9. Informal Review of Federal or Local Preference Denials.

- A. Notification of Preference Denial.** If an applicant is determined *not* to qualify for a Local Preference, the applicant will be so notified in writing. The notice must give the reasons for the determination and offer the applicant an opportunity for a review of the decision. If

⁴ "Housing assisted under the 1937 Act" means public or Indian housing, housing assisted with tenant-based or project-based assistance under Section 8, rental rehabilitation program housing, Section 23 rental assistance, housing community grant housing, and Turnkey III and mutual home ownership housing.

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requested, the review will be conducted in accordance with GHA's Applicant's Informal Review Process.

- B. Scope of Administrative Review.** This administrative review shall only focus on the particular decision in question and is not intended as a forum for challenging the overall policies with regard to the Preference System. ~~The informal review procedures required hereunder regarding preferences are substantially equivalent to the informal review already required under current regulations when an applicant is determined ineligible.~~ It should be emphasized that the informal review is not a Grievance Hearing under the Resident's Grievance Policy and is therefore not subject to its requirements and standards.

2-4. APPLICANT ELIGIBILITY CRITERIA.

All families who are seeking to be admitted into public housing administered by GHA must undergo an individual determination of eligibility. Generally this determination seeks to verify if the applicant meets or exceeds the minimum program requirements as designated by GHA in accordance with HUD regulations. In order to meet the eligibility determinations, an applicant must fall within, and satisfy or exceed, each of the following eligibility requirements:

2-4.1. Qualification as a Family.

Each applicant must be eighteen years or older at the time of the initial application and must demonstrate that he or she is a family (see Section 12-15) under this Policy. The applicant must also provide proof, acceptable to GHA that all members of the applicant's household are related by blood, marriage, adoption or are recognized as a member of the household due to a court order granting guardianship or custody. GHA, in its sole discretion, may relax or waive this latter provision relating to a court order. Moreover, the family composition ~~which~~ must conform to the waiting list(s) that is (are) open at the time of application and not exceed the maximum occupancy requirements of GHA's apartments.

2-4.2. Income Limits Eligibility.

To be eligible for admission to communities, applicants must be a low-income, very low-income, or extremely low-income family at the time of admission. Generally, the applicant would be eligible to any apartment in GHA's communities subject to GHA's broad range of incomes (see Section 2.3.1(B)), and other initiatives of GHA undertaken in furtherance of GHA's Economic or Life Style Self-sufficiency or Economic Deconcentration strategies. The income eligibility requirements apply to all families entering GHA's Public Housing Program even if the family has been on another assisted housing program of another housing authority.

Even so, the income eligibility criteria apply only -at admission and are not

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applicable for continued occupancy of families. Annual income, not adjusted income, is used in determining, whether an applicant is eligible. GHA will use the Low Income limits in admitting applicants to projects that reached Date of Funding Availability (“DOFA”) before October 1, 1981, and will use the Very Low-Income limits in admitting applicants to projects that reached DOFA on or after October 1, 1981, provided however, ~~income for Eligibility-eligibility~~ for any properties purchased, leased or acquired by GHA to alleviate current or anticipated housing replacement needs generally shall not exceed the “Low Income” limits for the public housing-assisted units, if any., unless HUD has approved an exception.

2-4.3. Citizen/Non-citizen Eligibility.

To be eligible for admission, each member of the family must be a United States citizen, national, or a noncitizen that has eligible immigration status under in one of the following categories:

- A. Permanent Resident.** Lawfully admitted for permanent residence as an immigrant, including special agricultural workers;
- B. Attorney General Designation.** Entered the United States before January 1, 1972 and has maintained continuous residence thereafter, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General of the United States;
- C. Asylum/Refugee.** Lawfully present in the United States pursuant to the granting of asylum (i.e., refugee status);
- D. Emergent/Public Interest.** Lawfully present in the United States as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest (i.e., parole status);
- E. Deportation Withholding.** Lawfully present in the United States as a result of the Attorney General of the United States withholding of deportation (i.e., threat to life or freedom);
- F. Amnesty.** Lawfully admitted for temporary or permanent residence (i.e., amnesty granted under Immigration and Naturalization Action Section 245A).

A family shall not be eligible for assistance unless every member of the family who will reside in the apartment is determined to have an eligible status, unless the family is a mixed family (see Section 12-36)

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under appropriate HUD regulations or certain family members are eligible for temporary deferral of termination of assistance, or HUD determines that benefits should otherwise continue or be granted.

2-4.4. Social Security Eligibility.

To be eligible, all family members four (4) years of age and older must provide a Social Security number or certify that they have not yet received one after having made application to the Social Security Administration. Generally, no family member may be added to the lease prior to the verification of his or her social security number.

2-4.5. Other Eligibility Criteria.

To be eligible, applicants must meet or exceed the following additional eligibility requirements:

A. Execution of Consent Forms. To be eligible, each member of the family who is at least 16 years of age, shall sign one or more consent forms. The consent form(s) usually contain, at a minimum, authorization for the following:

1. **SWICA Authorization.** A provision authorizing HUD or GHA to obtain from State Wage Information Collection Agencies (SWICAs) any information or material necessary to complete or verify the application for participation or for eligibility for continued occupancy;
2. **Employer Authorization.** A provision authorizing HUD or GHA to verify with previous or current employers income and job related information pertinent to the family's eligibility for or level of assistance;
3. **IRS and SSA Authorization.** A provision authorizing HUD or GHA to request income information from the Internal Revenue Service and the Social Security Administration for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits;
4. **Credit Report/Previous Landlord Authorization.** A provision authorizing GHA to secure credit reports and a previous landlord history report;
5. **Substance Abuse Treatment Records Authorization.** A provision which will authorize the release of certain medical and treatment history for persons who have enrolled in an alcohol or substance or drug abuse facility and are stating to GHA that they have been rehabilitated from the alcohol and substance or drug abuse;

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6. ~~f.~~ **Criminal History Authorization.** A provision which authorizes GHA to conduct criminal background investigation of the applicant and each member of the applicant's family who is at least 16 years old;
 7. **Fingerprint Cards.** ~~A provision which authorizes~~ GHA, ~~its authorized agent(s),~~ or any law enforcement agency, ~~to take the fingerprints of any applicant to determine whether the applicant is a multi-state offender;~~ and
 8. **Expiration Statement.** A statement that the authorization(s) to release the information requested by the consent form expires 60 days after the termination of the lease or after 18 months from the date the consent form is signed if applicant is not yet housed, whichever is later.
- B. Duty to Cooperate.** Applicants are required to respond ~~to~~ GHA within the specified time frames to any request to review their application, submit or update information, and/or execute any necessary documents. Failure of the applicant to do so will result in removal of the applicant from the ~~AHA-applicable~~ waiting list. GHA reserves the right to require applicant status checks, changes to applications regarding income and family circumstances, etc., to be done in person, telephonically, by mail or electronically.
- C. Eviction from Public Housing.** Any applicant who has been evicted from public housing for drug-related criminal activity or other serious criminal activity within five (5) years preceding the date of application may not be placed on ~~the any~~ GHA waiting list. Additionally, any applicant who owes a verified or admitted move-out balance to GHA (regardless of time) or any other HUD subsidized program ~~may be placed on the waiting list but~~ will not be considered for ~~admission or~~ readmission until the account is paid in full.
- D. Fraud or Misrepresentation.** Any applicant who has committed fraud or any person who knowingly or intentionally aids or abets any other person in obtaining or attempting to obtain or in establishing or attempting to establish eligibility for, any public housing, Section 8, or other subsidized program by the use of fraud, misrepresentation or other fraudulent scheme or device is not eligible for public housing admission for a period of one (1) year from the date of the final denial.
- E. Occupancy Standards.** The applicant family must conform to the Occupancy Standards regarding unit size and type as described in Section 6 of this Policy.

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- F. **Ineligible Applicants.** Applicants determined ineligible will be promptly notified of their status, and upon request and within a reasonable time after such determination, will be provided an opportunity for an informal review.

2-5. APPLICANT SUITABILITY FOR TENANCY.

GHA will evaluate each applicant to determine whether the applicant would be reasonably suitable as a resident of a GHA community. GHA will deny admission to any applicant whose habit(s), action(s) and practice(s) reasonably may be expected to have a detrimental effect on other residents, GHA's management or maintenance staff, GHA's agents, contractors or employees, or other members of the public in and around the community. Generally, GHA will focus on the applicant's willingness and ability to: (i) meet the rent and other financial obligations of the lease, and (ii) abide by the other responsibilities contained in the lease. These suitability provisions shall also apply to any person who may be eligible to become Head of Household by reason of a family separation, or who may become a family member due to: (i) additions to the lease; (ii) live-in aid; (iii) guardianship; or (iv) a residual family.

2-5.1. Basic Suitability Considerations.

Applicants will be thoroughly screened by the ~~Housing Operations~~ appropriate persons authorized by staff of GHA, or GHA's agent(s), contractor(s) or designee(s). Applicants who fall into one of the following categories may (on an individual basis) be declared unsuitable for occupancy. Before such a determination is made, consideration shall be given to demonstrated favorable changes in the behavior pattern of the applicant, length of time since the latest offense and other extenuating circumstances that indicate the applicant would or could be a responsible resident. GHA will screen applicants for their suitability giving particular focus on the screening criteria and considerations in Section 2-5.2, below.

2-5.2 Family's Ability and Willingness to Pay the Rent.

GHA will carefully evaluate and reasonably determine the applicant family's ability to pay the required rent. GHA will also review the Applicant's previous history with respect to the timely paying of rent and other financial obligations. In making this determination GHA will take into account and examine the following:

- A. **Income Information.** Employment, benefits (non-wage), real and personal property, and any other assets.
- B. **Credit History.** Record of eviction, judgment, significant debt which would reduce or reasonably inhibit the ability to pay rent.

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- C. Landlord Contact.** Contact with the current landlord and, if applicable, at least one prior landlord to gather information about past performance in meeting rental obligations. If applicant was a participant in the Housing Choice (formerly known as Section 8) Program, GHA may look to see if applicant met the conditions set forth in the Certificate of Family Participation or other Housing Choice documents.
- D. Utility Supplier.** Contact with one prior utility supplier to gather information on the applicant's payment history. (Note: in order to lease in some of GHA's communities, the applicant must have the ability to obtain utility service in the applicant's name).
- E. Other Contacts.** Contact with such other person(s) or entity(ies) as GHA may deem necessary to demonstrate applicant's previous and current ability and/or willingness to pay the rent and other applicable charges in a timely fashion.

2-5.3. Family's Ability and Willingness to Comply with the Lease.

A. Family's history of serious or consistent criminal activities. An applicant may be denied on the basis of a history of serious or consistent criminal history if the applicant has a criminal history which indicates, in GHA's reasonable opinion, that the applicant's future behavior may reasonably pose a threat to the health, safety, peaceful environment, or welfare of other residents, members of the GHA community, GHA's contractors or agents and/or GHA employee(s). In making a determination regarding the applicant or the applicant's family member's ability and willingness to abide by the lease, GHA will consider the following:

- 1. Time Frame of Criminal Activity.** Generally, an applicant may not be denied for an incident more than ten (10) years old unless that incident involved murder, rape, armed robbery, child abuse/molestation, violence (e.g., aggravated assault), violent criminal activity, drug-related criminal activity, drugs, and/or the incident contributes to or evidences a pattern of consistent criminal activity.
- 2. Drug or alcohol abuse.** An applicant may be denied if GHA determines that it has reasonable cause to believe that illegal use or a pattern of illegal use of a drug (including alcohol) by a household member may threaten the health or safety of, or the right to the peaceful enjoyment of the community by, other residents; and the applicant has not otherwise demonstrated, to the satisfaction of GHA, that the family member in question has successfully completed a supervised drug or alcohol rehabilitation

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program, and has otherwise been rehabilitated successfully.

3. **Pattern of violent behavior.** A pattern of behavior by the applicant or a member of the applicant's family that may include violent criminal activities and other activities that were not the subject of a criminal complaint or warrant.
 4. **History of chronic or consistent delinquency in rent or utility payments.**
 5. **Record of serious disturbances of neighbors, destruction of property, or other disruptive or dangerous behavior.**
 6. **Unsanitary, unduly sloppy or hazardous housekeeping.** The applicant family must not have a record of unsanitary or hazardous housekeeping. This includes the creation of a fire hazard through acts such as the hoarding of rags and papers; damage to premises and equipment, affecting neighbors by causing infestation, foul odors, depositing garbage improperly, or neglect of the premises.
 7. **Sex Offender Registration.** An applicant may be denied if the applicant is a dangerous sex offender or appears on a sex offender registration list maintained by any Federal, State or local law enforcement or other authority(ies).
- B. Family Disturbances.** If family has history of disturbances or destruction of property, they may be found unsuitable for occupancy. Generally, the applicant/family must not exemplify a history of disturbances (especially violent or abusive ones), such as disturbance of neighbors, destruction of property, living habits, housekeeping practices, substance abuse, or any other history which may be reasonably expected to adversely affect::
- ☞ The health, safety, or welfare of other residents.
 - ☞ The physical, environment and fiscal stability of the neighborhood.
 - ☞ The peaceful enjoyment of the neighborhood by other residents.

C. Home Visits.

All applicants will be required to allow GHA, its contractor(s), agents(s), or designee(s), or requestee(s) to conduct such home visit inspection(s) or reinspection(s) of their current living arrangements as GHA, its contractor(s), agent(s), ~~or~~ designee(s), or requestee(s) may

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deem appropriate. Failure to comply will result in removal of the applicant from the waiting list.

1. **Purpose of Home Visit.** The purpose of the home visit(s) is to obtain information for determining the applicant's willingness and ability to comply with lease obligations relating to the sanitary upkeep of the apartment and for determining the applicant's ability to meet GHA's stringent *Uniform Resident Housekeeping Standards* ("URHS"), and *Uniform Physical Conditions Standard* ("UPCS").
2. **Nature of Inspections.** Housekeeping inspections shall be a part of each home visit. The inspections shall include, but not be limited to, an evaluation of the: (i) conditions in living room, kitchen (including food preparation and clean-up), bathroom(s) and bedrooms; (ii) conditions of entrance-ways, halls and yard; (iii) cleanliness in each room; (iv) general care of furniture, appliances, fixtures, windows, doors and cabinets; (v) maintenance of home in accordance with the lease governing the inspected home.
3. **Other Home Visit Inspection Factors.** During Home visits, GHA will also look for evidence of the following: (i) evidence of destruction of property; (ii) unauthorized occupants; (iii) evidence of criminal activity; (iv) conditions inconsistent with information contained on the application or other documents submitted to GHA by the applicant; (v) any other activity or condition that may reasonably adversely affect the health, safety and peaceful enjoyment of the Community.
4. **Notice of Home Visit.** Generally, applicants shall have at least twenty-four (24) hours advance notice of any home visit.
5. **Home Visits Excused.** GHA may, but is not obligated to, excuse the requirement for Home Visits when the resident has met or exceeded all of the other requirements of eligibility, suitability and screening and when: (i) the applicant is currently living in a facility which because of security, or other sufficient reasons, does not allow third parties on the property, or in the area where the applicant lives, for the purpose of conducting home visits; (ii) the applicant is living outside of the Griffin metropolitan area and GHA is unable to secure the voluntary services of another housing authority to conduct a home visit on GHA's behalf; or (iii) administrative or other program considerations of GHA do not allow for a timely and efficient home visit. If the home visit is excused, the applicant will be subject to increased housekeeping, UPCS, and

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URHS inspections by the management and maintenance ~~staff~~ professionals at the community where the applicant leases.

D. Other Contacts. Contact with such other person(s) or entity(ies) as GHA may deem necessary to demonstrate applicant's previous and current ability and/or willingness to comply with the Lease.

2-6. APPLICANT SCREENING AND SELECTION CRITERIA.

All applicants for public housing will be screened according to the eligibility and suitability criteria set forth in Section 2-4 and Section 2-5 of this Policy. GHA will strictly verify all information affecting a family's eligibility and suitability, including all information regarding income, family composition, criminal activity and ancillary related criteria such as: (1) the family's ability and willingness to pay the rent in accordance with Federal or GHA guidelines; and (2) the family's ability and willingness to comply with the lease. GHA will make all screening decisions on a case-by-case basis looking at the individual circumstances of each case in making its screening decision.

2-6.1. General Screening Criteria.

The process by which GHA determines whether an applicant is eligible, suitable and otherwise satisfies GHA's admission requirements is called "screening." Screening is generally conducted by GHA's employees, ~~or~~ representatives, agents, or contractors and will take into account all of the criteria set forth in Section 2-4 and Section 2-5 of the Policy. In all cases, GHA reserves the right to withdraw any determination of eligibility or suitability, when additional information indicates that the prior determination was inappropriate.

2-6.2. Formal Interviews.

Each applicant/family will be formally evaluated, and generally, interviewed by GHA's staff, agent(s), or designee(s) to determine whether the eligibility and suitability requirements are satisfied. Eligibility and suitability for GHA's Public Housing Program is not based on a "declaration system" but upon verification of data supplied by applicants. An applicant ~~will~~ may be called for a formal interview according to their place on the waiting list based on: (i) their local or non-local preference status; (ii) GHA's ranking preferences; (iii) GHA's economic deconcentration, employment training program, and/or economic or life style self-sufficiency goals; (iv) and date and time of application; (v) applicant profile category; (vi) responsiveness of applicant to interview notice; (vii) cooperation of applicant with the eligibility, suitability, screening and selection process; (viii) availability or projected availability of apartments of a particular bedroom size or type; or (ix) such other factors as GHA may reasonably determine. Failure of an applicant to cooperate with GHA in obtaining verifications will result in the application

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being declared incomplete and the applicant's name will be removed from ~~AHA's~~ the appropriate waiting list.

A. Private Interview. Insofar as possible, application interviews shall be conducted in a private or semi-private atmosphere where GHA can reasonably maintain the confidentiality of the information that the applicant or family provides.

B. Consistency of Information. During the applicant's formal interview, the eligibility interviewer will compare new information received with past information stated on application and, if necessary, inquire of the applicant family the reason(s) for any discrepancies, and/or require additional documentation.

C. Additional Documentation. Additional documentation or verifications specifically requested of the applicant must be provided within one week, or such other reasonable time as GHA may determine, from the interview date unless an extension is granted.

2-6.3. Additional Screening Considerations.

In addition to the eligibility and suitability screening determinations set in this Policy, an applicant may be denied admission for the following:

A. Failure to Cooperate.

Applicants who fail to provide documentation to support an eligibility, suitability or screening determination within the requested time, and applicants who fail to keep an appointment after one opportunity to reschedule, will be deleted from the waiting list.

B. Abusive, Threatening or Inappropriate Words or Actions.

Applicants who demonstrate abusive, threatening or inappropriate behavior during the eligibility, suitability and screening process, or at the time of initial leasing, may be deleted from the waiting list or denied admission by GHA based on that conduct.

2-6.4. Notification of Applicant.

All applicants will be notified of GHA's suitability and screening decisions in writing after those decisions are made by GHA.

A. Approved Applicants. When a determination has been made that an applicant is eligible, suitable, and satisfies all requirements for admission, the applicant shall be notified of the approximate range of dates of occupancy, if, and only to the extent that such range of dates can be reasonably determined. GHA reserves the right to reverify, through an updated criminal history report or otherwise, that the applicant is still suitable and eligible at any time prior to the actual placement of the applicant into an GHA community.

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B. Denied Applicants. GHA shall notify any applicant who has failed to satisfy the eligibility or suitability requirements, ~~of~~ the basis for such a determination, and shall provide the applicant upon request, (within a reasonable time after the determination is made) with an opportunity for an informal review on such determination. In addition, if during the screening process it becomes evident that for one or more reasons that an applicant can not satisfy or exceed GHA's eligibility (including local preferences), suitability or screening criteria, the investigation is to be discontinued or postponed, as the case may be. Applicants deemed ineligible, for any reason, will be notified in writing of their right to contest the determination through the Applicant Informal Conference Process set forth in Section 8. Generally, any applicant who fails to request a hearing within the specified reasonable time of ten (10) days will be removed from the active Waiting List.

C. Conditional Admission. GHA shall have the right, but is under no obligation to do so, to impose, as a condition of admission to, or continued assistance in, the Public Housing Program for other household members, a requirement that any household member who engaged in or is culpable for the drug use or alcohol abuse may not reside with the household on the premises. Moreover, GHA may require, but is not obligated to do so, that a household member who has engaged in the illegal use of a drug, or in alcohol abuse that threatened the health or safety of, or the right to peaceful enjoyment of the premises by, other residents, to submit evidence of current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program as a condition to being allowed to reside with the household or on the premises. ~~and the application will be placed in the Denied File.~~

~~and the application will be placed in the Denied File.~~

2-6.5. Unfavorable or Derogatory Family Information.

In the event of the receipt of unfavorable information with respect to an applicant/family, consideration shall be given to the time, nature and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects. For example:

A. Evidence of rehabilitation. Evidence, acceptable to GHA, that the applicant, or relevant member of applicant's family, has engaged in an approved program of rehabilitation, or has otherwise demonstrated verifiable rehabilitation over ~~such a~~ suitable period of time, ~~such~~ that GHA reasonably believes the unsuitable conduct or activities will not reasonably recur in the future.

B. Social Services and Counseling Participation. Evidence of the applicant family's participation and continuing willingness to participate

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in social services, housekeeping/cleaning or other appropriate counseling service programs and the availability of such programs;

C. Self-sufficiency Evidence. Evidence of the applicant family's willingness to attempt to increase family income and the availability of training or employment programs in the locality; and

D. Repayment of Debts. Evidence of repayment or continuance of satisfactory payment towards outstanding indebtedness. Even so, an applicant can be denied admission if the applicant has not paid back any debt owed to GHA from a previous tenancy.

2-6.6. Extraordinary Needs of Applicant.

An applicant can be denied admission if the applicant, in GHA's reasonable opinion, requires services from GHA's staff that could reasonably alter or exceed the fundamental housing nature of GHA's Public Housing Program.

2-6.7. Additional Documentation.

GHA may require additional documentation as necessary to determine the applicant's ability to ~~uphold~~ comply with the responsibilities and obligations of the lease agreement. To the extent necessary to determine eligibility, ~~and~~ rent, and placement, GHA may require applicants to provide verification of their status as a Disabled Person. ~~In the case of a Disabled applicant, reasonable accommodation will be made to allow the applicant to allow another to assist with resident's compliance with the lease, such as a cleaning service or aid from third parties in maintaining the unit,~~ provided that the housing of the applicant does not exceed the fundamental housing nature of GHA's public housing program. However, it is always the resident's sole responsibility to ensure full compliance with the lease.

2-7. VERIFICATION OF INFORMATION.

GHA will verify all information related to local preferences, eligibility, and suitability. This includes, but is not limited to, information related to admission, level of benefits prior to admission, disability status, full-time student status, citizenship/eligible noncitizen status, age, relationship, Social Security numbers, landlord references, criminal history, housekeeping, and sex offender status. Generally, the information will be verified by third party verification or documents which are not generated by the resident. Such third party verifications may also include information received by GHA from another government agency and oral third party documentation. In those cases where third party verification cannot be obtained, GHA ~~will~~ may accept documentation received from the applicant, including notarized statements signed by the applicant.

2-7.1. Types of Verification.

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The chart below outlines some of the typical eligibility, suitability and screening criteria that may be verified and gives common examples of the verification that will be sought. Generally, to be a valid third party verification, GHA must receive the documentation directly from the third party source. While written verifications from third parties are the most desirable form of verification, GHA may, in its discretion, accept other reasonably reliable forms of verification. All hand-carried information will be generally verified through the third party verification process outlined in this Section.

AREA	3rd Party Verification	Applicant Verification
1. <u>General Eligibility Matters.</u>		
Age	N/A	Certified birth certificate, voter's registration card, picture driver's license, picture state ID, passport, etc.
Child care costs	Letter from care provider	Bills and receipts
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, passport, etc.
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Eligible immigration status	INS SAVE confirmation number	INS card
Full time student status (for family members over 18)	Letter from school	For high school students, any document evidencing enrollment
Medical expenses	Letters from medical providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Relationship	N/A	Birth certificate, court order, hospital records, etc.
Social Security Number	Letter from Social Security, electronic reports	Social Security card
2. <u>Asset Matters.</u>		
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Certificates of Deposits, bonds, etc	Letter from financial institution	Tax return, information brochure from institution, the CD, the bond
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of

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AREA	3rd Party Verification	Applicant Verification
		worth
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Savings, checking accounts	Letter from financial institution	Passbook, most current statements
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
3. <u>Income.</u>		
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Earned income	Letter from employer	Multiple pay stubs
Incremental Earnings due to New Employment	Letter from employer, file and/or public agency review of previous employment	N/A
Periodic payments (i.e., social security, welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Self-employed	N/A	Tax return from prior year, books of accounts
TANF Payments	Letter from appropriate State agency showing level of payment	N/A
Training program participation	Form from program provider indicating nature of program and funding source(s)	Program documents issued to applicant
4. <u>Preferences.</u>		
Working Preference	Employment Verification Form, Employer's Letter, SWICA documentation	Multiple pay stubs from relevant time period
Approved Job Training	Letter from approved Job Training Program	N/A
Spaulding County residency	Letter from landlord	Deed, lease, utility bill, etc.
Involuntary Displacement	Letter from landlord, court records, letter from governmental entity, shelter records, etc.	Personal verified statement outlining circumstances
5. <u>Miscellaneous Matters.</u>		
Community Service	Completed form from Agency showing hours and days resident worked	N/A
Criminal History	Georgia Crime Information Center report, Federal Bureau of Investigation report, official criminal	Upon request from GHA, GCIC, NCIC, other criminal history reports from other states, court disposition, probation and

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AREA	3rd Party Verification	Applicant Verification
	history reports from other states, official court disposition records, parole and probation records, reports provided to GHA by reliable screening or database reporting firm(s)	parole records
Sex Offender Status	Records from applicable Sex Offender registry	N/A

2-7.2. Accuracy of Information.

The applicant family must complete all verifications. Misrepresentation of income, family composition or any other information affecting eligibility, suitability, rent, unit size, etc., will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the family may be subsequently evicted, or have its lease non-renewed, even if the family meets current eligibility requirements at the time.

2-7.3. Oral Verifications.

Verifications via telephone or in person may be used should written verifications not be expedient. Written file documentation should indicate who provided the information and when, as well as the interviewer who obtained the information. This temporary oral verification should be supported with the appropriate documentation at a later date normally not exceeding thirty (30) days, when feasible.

2-7.4. Local Preference Verification Matters.

GHA must require that the applicant provide verification that he or she qualifies for a Local Preference claimed by virtue of the applicant's current status. GHA may require such verification at time of application and may require reverification. The applicant's current status must be determined without regard to whether there has been a change in the applicant's qualification for a preference between the certification and execution of a Lease Agreement, including a change from one Local preference category to another.

2-7.5. Frequency of Obtaining Verification.

Generally verifications must be no older than ninety (90) days old of approval, certification or reexamination. Generally, if the verification is older than this, the third party source will be contacted and asked to provide information regarding any changes. Even so, the following verifications will generally be done only once, however, GHA, in its discretion may reverify any eligibility, suitability or screening criteria.

A. Local Preference. If an applicant's qualification for a Local Preference has once been verified, GHA need not require the applicant

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to verify such qualification again, unless, as determined by GHA: (i) such a long time has elapsed since verification as to make reverification desirable, (ii) ~~or~~ GHA has reasonable grounds to believe that the applicant no longer qualifies for a Local preference, or (iii) for such other reason(s) as GHA may deem appropriate.

B. Citizenship/Eligible Noncitizen Status. For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. In addition, prior to a new member joining the family, their citizenship/eligible noncitizen status will be verified.

C. Social Security Number. For each family member age 4 and above, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination. Likewise, when a child turns four, their verification will be obtained at the next regular reexamination.

2-7.6. File Maintenance of Verifications.

Original documents such as birth certificates, social security records, pay stubs, receipts, etc. should be reviewed and photocopied and the photocopies included in the applicant's file.

2-7.7. Applicant's Notarized Statement.

In specialized circumstances and when no other form of verification is available, the applicant's notarized statement may be accepted.

2-7.8. Disposition of Eligibility, Suitability and Screening Activities.

Applicants whose files are completed will be placed in a "Ready or Placement Pool" awaiting an available apartment, or the reverification of pertinent suitability, eligibility or screening criteria, whichever occurs first.

2-8. PROCEDURES GOVERNING ASSIGNMENT OF UNITS.

GHA will make reasonable efforts to provide apartments of the size and type which are appropriate for the applicant families. This effort will include the assignment of apartments, subject to apartment availability, which are designed for families with physically disabled members who require such apartments.

2-8.1. Offer of an Apartment.

When GHA discovers that an apartment is either available or will become available, GHA will contact the first family on the waiting list who has the highest priority for that type of apartment or community and whose income

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category would help to meet the deconcentration goal and/or the income targeting goal and/or other goals of GHA. Generally, GHA will offer one (1) ready apartment to the applicant. In GHA's sole discretion, for extenuating circumstances (e.g., age of the applicant, need to be closer to work, etc.), GHA may make a second offer of an apartment to an applicant.

A. Contacting the Family.

GHA will contact the family first by telephone to either ask the family to come in so that an apartment offer can be made, or, in GHA's option, it may offer the apartment over the telephone. Generally, if the family can not be reached, the next eligible family on the waiting list will be called. If the family cannot be reached by telephone, the family ~~will~~may be notified of the apartment offer via first class mail. If the family does not contact GHA within ~~the stated~~at time period, the family will have waived the opportunity for housing and GHA may delete the family from the waiting list.

B. Offering Earliest Ready Units.

A ready apartments, that meets the family composition or handicapped accessible needs of the applicant, shall be offered first and GHA may offer projected apartments after exhausting the ready apartments. Generally, of the ready units, those that have been vacant the longest after being readied shall be offered first, except in those circumstances where GHA is engaging in special ~~publicly declared~~or seeking to impact GHA's deconcentration goals, or other administrative reasons as GHA may deem appropriate.

C. Applicant Selection of an Apartment. GHA need only make one (1) offer of an appropriately sized apartment. Applicants will be shown information about the ~~two (2)~~ apartments which ~~are~~is appropriate for the applicant family's verified needs. GHA will provide general information to the applicant regarding the location of the community(ies) where the apartments are located, description of social community and supportive, and other services in the neighborhood of the apartments, and such other information as may be available or as may be reasonably requested by the applicant. The applicant must select the offered apartment at the time of the initial offer. The selection of an apartment will not mean that the applicant has leased or will lease the apartment, but will only mean that the applicant will travel to the community to look at the apartment. If the applicant fails to select an apartment, GHA may assign the apartment to another applicant, or GHA may conclude that the applicant has rejected the offer of housing and GHA may remove the applicant's name from the Waiting List and the applicant is not eligible to reapply for one year from the date of the rejection.

D. Acceptance of the Apartment.

After the opportunity to view the apartment, the family will have a reasonable time, generally not to exceed twenty-four (24) hours, to accept and sign the lease or to reject the unit. The family's decision must be documented in the applicant file. If the family accepts the offer, GHA and the applicant will use the leasing procedures outlined below (i.e., see Section 2-8.1(F)) to finalize the leasing of the apartment. In limited circumstances, an applicant can execute a power of attorney or the applicant's legal guardian over the applicant's person, can make the initial selection of unit, visit the unit, and select or reject the apartment, and such selections shall be binding on the applicant.

E. Rejection of the Apartment.

If the applicant rejects the apartment, GHA's management staff will note the reason for the rejection in the applicant's file and have the applicant sign a letter or notice verifying the reason(s) for the rejection. Generally, after a rejection, the applicant will be removed from the waiting list and the applicant will forfeit the opportunity for GHA housing. However, in the following circumstances, applicants may have an additional opportunity for the extension of another apartment offer:

1. **Deconcentration Goal Rejection.** If in making the offer to the family, GHA passed over other qualified families on the waiting list in order to meet its deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.
2. **Undue Hardship.** Applicant must demonstrate to GHA's satisfaction that the acceptance of the apartment would have resulted in an Undue Hardship on the applicant.
3. **Other Good Cause.**
The applicant has other good cause acceptable to GHA. Such good cause must relate directly to the appropriateness of the apartment and not to the personal preferences of the applicant.

2-8.2. Leasing of the Apartment.

If the applicant accepts the apartment, GHA will require the applicant to sign a lease that will become effective immediately or the business day when the apartment becomes available, whichever is earlier.

- A. Pre-Occupancy Orientation.** Prior to or in conjunction with signing the lease, all families (head of household) and other adult family

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members will be required to attend the Lease Orientation which may include a pre-occupancy training component. Generally, the family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the screening process or the offer for housing.

- B. Lease Execution and Ancillary Documents.** The applicant will be provided a copy of the lease which informs the applicant about the applicant's responsibilities and obligations under the lease, grievance procedure, utility allowances, utility charges, the current schedule of routine maintenance charges, and a request for reasonable accommodation form, house rules and other matters pertaining to the community. Generally, the review of the applicant's financial and other confidential information are to be handled privately. In addition, the Resident and GHA will conduct a "move-in" inspection of the apartment to identify any additional apartment needs that should be addressed. The documents which constitute a part of the Lease will be explained in detail. One executed copy of the Lease will be furnished to resident and GHA will retain the original executed Lease in the Resident's file. The applicant will sign a certification that the applicant has received these documents and that the applicant has reviewed them with management personnel.
- C. Payment of Rent.** All rents should be paid at the Central Office of GHA. Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment. If the rent is not paid by the fifth (5th) day of the month, GHA will issue a Notice of Lease Termination to the resident. In addition, a \$30.00 late charge will be assessed to the resident. Moreover, if rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$32.00 (or such higher amount as GHA's financial institution shall charge) for processing costs. Moreover, GHA may require such a resident to pay by other than a personal check.

2-8.3. Rent Choices for Applicants.

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At admission to a public housing apartment and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the Income-based Method or having their rent set at the Flat Rent amount. No matter what the choice exercised by the family, rent and other charges are due and payable on the first day of the month.

A. Flat Rents Generally. GHA has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood. GHA determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated periodically (i.e., at least, once every three (3) years) and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the first day of the second month after notification of a change or, in GHA's option, on the anniversary date for each affected family.

GHA will post the flat rents applicable to the particular community at GHA's Central Office. The flat rents for all of the communities will be available for review at the Central Office and may be available on GHA's web page after the same is developed and operational. The level of flat rents for each particular GHA community is incorporated in this Policy by reference upon approval of the flat rents by GHA's Board of Commissioners.

B. Change to Income-based Method. Families who have chosen the Flat Rent Method may request a reexamination and a change to the Income-based Method once during any twelve (12) month period if the family shows that the family is unable to pay the Flat Rent Method amount because of financial hardships. Such financial hardships must arise from: (i) situations in which the income of the family has decreased because of changed circumstances, (ii) loss or reduction of employment, (iii) death in the family, (iv) reduction in or loss of income or other assistance, as long as the loss or reduction was not because of the fraud of any family member, (v) increase in family's expenses for medical costs, child care, transportation, education, or similar items, (vi) other serious or catastrophic financial situations as specifically approved by GHA. Any such reporting and request for a change must be made within ten (10) days of the date of the change of circumstances or financial conditions.

C. Minimum Rent. GHA has set the minimum rent at Fifty and No/100 Dollars (\$50.00) per month. Each family is expected to meet this minimum obligation each month. However if the family requests a hardship exemption, GHA will immediately suspend the minimum rent

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for the family until GHA can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

D. Hardships in Payment of Minimum Rent. If a family who has previously paid one or more months of minimum rent is unable to pay the monthly rent due to extraordinary financial distress, that family may request a hardship. A hardship may exist when, in addition to the requirements set forth in GHA's Hardship Exemption Procedures, any of the following circumstances are present: (i) the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program; (ii) the family would be evicted as a result of the imposition of the minimum rent requirement; (iii) the income of the family has decreased because of changed circumstances, including loss of employment; (iv) a death has occurred in the family which requires the extraordinary expenditures of funds or loss of funds by the family; or (v) such other circumstances as GHA or HUD may determine.

GHA shall promptly investigate any request for hardship and take the following actions based on whether a hardship is established and the type of hardship established.

1. **No Minimum Rent Hardship.** If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring the immediate back payment of minimum rent for the time of suspension, if any.
2. **Temporary Minimum Rent Hardship.** If GHA reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of ninety (90) days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. GHA will offer a repayment agreement in accordance with its procedures for any rent not paid during the period of suspension. During the suspension period GHA will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period. This will not stop an eviction of the family for any other violations of the lease.
3. **Long-term Minimum Rent Hardship.** If GHA determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
4. **Appeals.** The family may use the grievance procedure to appeal the Housing Authority's determination regarding the determination of a hardship. No escrow deposit will be required in order to access

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the grievance procedure.

2-8.4. Security Deposit.

Each applicant who accepts a housing offer will pay a security deposit at the time of the lease signing. The security deposit will be set in accordance with GHA's Uniform Rent Collection Procedures, as the same may be amended from time to time. Currently, the security deposits are a flat amount based on the bedroom size of the apartments and are set as indicated in the Uniform Rent Collection Procedures. In the case of financial hardship, for applicants only, as determined by GHA, and full payment cannot be made, GHA may, but is not obligated to do so, accept partial payment of not less than \$50.00 toward the Security Deposit with the balance due in equal periodic payments within sixty (60) days.

2-8.5. Time Limits of Reapplications.

Applicants who are removed from the waiting list for failure to meet some eligibility, suitability or screening criteria, other than the criteria relating to a previous eviction from public housing, and other than fraud or misrepresentation, may apply at any time after their removal. Applicants however, are encouraged to correct or rehabilitate the particular situation which led to the denial and removal prior to reapplying. An applicant who has received and rejected a valid offer for housing, other than verified undue hardship, will be removed from the waiting list. The applicant may not reapply for at least one (1) year from the date of the refusal, and only when the appropriate waiting list is open.

2-8.6. Income Distribution Needs Offers.

Notwithstanding the above, GHA may prioritize and offer units to applicants who have a Local Preference in developments targeted for income distribution improvements under GHA's deconcentration or economic self-sufficiency initiatives according with the income distribution needs of the particular targeted community.

2.9. RECORD MAINTENANCE.

GHA will keep a copy of each resident's application for admission to Public Housing in the resident's file or via some type of electronic storage means. All occupancy and resident information collected generally will be retained for the appropriate time period set forth in HUD Handbook 2228.2 REV-2, General Records Schedules and GHA's Records Retention Policy. This includes data on current applicants and residents, and applications from people who were never admitted. GHA will maintain records of the dwelling units offered to every applicant, including the location, date and circumstances of each offer and each rejection or acceptance in accordance with the General Records Schedules.

2-10. WAITING LISTS.

2-10.1. Opening of the Centralized Public Housing Waiting List.

GHA will make arrangements to take applications for specific bedroom size(s) and/or type(s) of program(s), whenever it projects that the waiting list would be depleted within one (1) year. GHA will not seek more applicants than can be served within a reasonable period of time. When GHA opens any applicable waiting list, GHA must give public notice that families may apply for the applicable public housing assistance. The public notice must state where and when to apply, the type of applicants who may apply and which selection method will be utilized, whether by date and time of pre-application or lottery, as determined by GHA.

2-10.2. General Rules Regarding Opening/Closing of the Waiting List.

A. Applications/Pre-application Handling.

Each application/pre-application must be date and time stamped by an authorized GHA staff member or its agent(s), contractor(s) or designee(s). Such a stamp verifies that the application/pre-application was received during the period of time the waiting list was open, regardless of the method GHA chooses for selecting applications (i.e., whether by date and time or by lottery with date and time designations generated by computer). All applications/pre-applications will be referred to GHA's employees, or its agent(s), contractor(s), or designee(s) office where the applicant's eligibility, suitability and screening criteria are determined. Duplicate copies of applications/pre-applications will not be honored for the same applicable waiting list. Only one pre-application can be filed by an applicant family for any applicable waiting list. An applicant can apply for more than one waiting list if additional waiting lists are open for application. The original pre-application will become part of the applicant's permanent file maintained by GHA.

B. Placement on and Selection from the Waiting List.

The applicant's name will be placed on the waiting list either in the date and time order the application/pre-application was received by GHA, or in the order the application/pre-application was ranked by lottery, as determined by GHA and stated in the public notice opening the waiting list(s). If the lottery method of ranking and selection is used, the following procedures will apply:

1. The public notice announcing the opening the applicable waiting list will state that the ranking and selection of pre-applications within applicable preference categories will be by lottery.

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2. The public notice will further provide that applications/pre-applications may be submitted at any time during the period the waiting list remains open, and that applications/pre-applications submitted after the date the waiting list closes will not be accepted.
3. Applications/pre-applications submitted during the open waiting list period will be date and time stamped as verification that the applications/pre-application was received prior to the closing date of the waiting list announced in the public notice.
4. The waiting list, applications/pre-applications will be sorted into groupings by preference category, and ranked from the highest preference category to the lowest according to the priority order established by this Policy.
5. Generally, all applicable pre-applications already on the waiting list prior to the opening of it will keep their current date and time position on the waiting list. The applicants to be entered onto the waiting list by lottery will be placed on the waiting list *after* the applicants already on the waiting list.
6. If GHA selects a lottery, within each preference category grouping, applications/pre-applications will be assigned a lottery control number utilizing the applicant's Social Security number. These numbers will then be input into a computer program utilizing a random numbers generator as the means to randomly rank applicants according to preference category.
7. The order in which the lottery control numbers are posted by the computer program will determine the placement of applicants on the waiting list within each preference category.
8. Upon completion of the lottery process for the first preference category grouping, successive lotteries for the other preference category groupings may be conducted until all applicants have been placed on the waiting list.
9. As an alternate methodology, the Social Security number or other unique identifier of each applicant will be typed on a card and placed in a "secured container" and drawn out by hand or in another appropriate witnessed manner will determine the placement of the applicants on the waiting list within each

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preference category grouping. This method may be used if less than 250 pre-applications were received in response to the public notice, or if a technical difficulty should arise with the computer software.

10. It is the sole responsibility of the applicant to weigh his or /her circumstances and claim the appropriate preference category accordingly. GHA will not verify the applicant's claim for a particular preference prior to any lottery. If it is determined at a later date after the lottery ranking process has been completed that an applicant does not qualify for the preference category grouping in which he/she was ranked, then said applicant will be transferred to the appropriate preference category and placed at the bottom of that preference category grouping. Likewise, if an applicant changes their preference claim other than as allowed in Section 2-3.3), said applicant will be transferred to the appropriate preference category and placed at the bottom of that preference category grouping.

11. The Executive Director of GHA will certify the results of the lottery.

C. Sequential Opening of the Waiting List.

If the waiting list or any site-based waiting list, and application process have been closed generally, or for a particular bedroom size, for a substantial period, and the resources available are insufficient to satisfy the demand for applications, the application process may be opened sequentially (i.e., in phases) to avoid overwhelming demands on the application process, and maintain an orderly and fair procedure for all applicants who desire public housing.

D. Adequate Pool of Applicants.

If there is already an adequate pool of applicants on the waiting list who are likely to qualify for a Local Preference, the waiting list may remain closed until: (1) all waiting applicants are provided an opportunity to claim a preference, or (2) the waiting list contains less applicants than GHA reasonably believes is necessary to maintain an adequate pool of applicants.

2-10.3. Purging Of Waiting Lists.

GHA will periodically purge the waiting list to update information on applicants for the public housing program. Generally, a letter is mailed to the applicant with a requirement to be returned to the GHA within a specific time. The returned letter includes basic

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information updates and an affirmative statement that advises of the continued interest of the applicant in the public housing program or a public housing-assisted unit. Applicants who do not respond to the letter are removed from the site-based waiting list and may request an Informal Review.

2-11. HOUSING OCCUPANCY INITIATIVE VOLUNTEER PROGRAM.

GHA may establish a separate roster of applicants derived from its current list of approved or pending waiting list applicants who agree to participate substantially in its GHA Public Housing Occupancy Initiative Program, when the Program is developed. The Program criteria shall be determined by GHA and generally shall require that the applicant voluntarily indicate a willingness to participate. GHA shall establish and continue any such roster by notifying all applicants on the current waiting list for whatever bedroom categories are included in the program. GHA may establish the separate roster of applicants who desire to accept the opportunity in the order of the application date and time. GHA shall make reasonable accommodations to assure that participation in any such program is made available for all affected applicants.

2-12. SITE-BASED WAITING LIST.

GHA or the site based management company may establish a separate roster of applicants and a separate waiting list(s) for each, or in GHA's discretion, one or more specially designated mixed-financed mixed-income, or privately managed developments or specially selected GHA communities. Each such waiting list shall be consistent with the goals of Title VI of the Civil Rights Act of 1964, be open to applicants on GHA's current public housing waiting list, and be governed by such management and marketing plans as GHA may design for the particular waiting list(s). Should GHA decide to exercise this option, it will draft and publish a separate Site-Based Waiting List Policy, which Policy shall be incorporated by reference into this Policy.

2.13. INFORMAL REVIEW OF DISPOSITION OF APPLICATIONS FOR HOUSING.

Any applicant that is aggrieved as a result of the GHA Resident Selection and Assignment Plan, is entitled to have his/her concern handled via an informal review in accordance with the applicable GHA Applicant's Informal Conference Policy (See Section 9).

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The general conditions of occupancy of all GHA apartments are set forth in this Policy, the Dwelling Lease, and Rules and Regulations. These documents clearly outline the responsibilities and obligations of residents and GHA's responsibilities to residents. The primary purpose for such a delineation is to help build vibrant wholesome communities where every member of the community takes an active and defined role to promote the community's well-being. Therefore, although key components of these documents are summarized below, the actual provisions of the Dwelling Lease and House Rules should be consulted and are incorporated by reference herein.

3-1. LEASING OF DWELLING UNITS.

A dwelling lease is to be entered into between GHA and the head of household of the resident family as named on the lease. The dwelling lease is to be kept current at all times and is to reflect the rent being charged, unit occupied, and the conditions governing occupancy. Generally speaking, the public housing dwelling lease conveys to a resident possession and utilization rights to a specific apartment and establishes mutual obligations between the resident and GHA. GHA requires each resident to adhere to the provisions of the dwelling lease currently in force. GHA recognizes that the dwelling lease may require updating from time to time to comply with federal lease requirements or changes in rent or other circumstances, and GHA will make such updates through appropriate amendments. GHA may also lease apartments to essential employees, police officers, a new head of household as a result of a family separation. If GHA decides to lease apartments to essential employees or police officers it may, but is not required to, waive some or all of the normal eligibility and suitability requirements, and may impose such additional occupancy conditions as GHA shall deem appropriate. Before GHA will decide whether to lease to a new head of household because of a family separation or residual household, that new head of household must meet all of the eligibility, suitability and screening criteria set forth in Section 2 above, however, the new head of household normally will not be required to be placed on the waiting list and GHA may place the new family in an apartment as if the new family was transferring from another apartment

3-2. KEY TERMS OF THE LEASE.

GHA's Dwelling Lease contains the essence of the agreement between GHA and each resident. The Lease specifies, in great detail, the respective rights, obligations and responsibilities of GHA and the resident and is incorporated by reference into this Policy. An outline of several key terms of the Lease include:

3-2.1. GHA's Basic Lease Obligations and Responsibilities.

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GHA's basic lease obligations and responsibilities are to maintain the premises in a clean, decent, safe and sanitary condition (as HUD defines these terms), including compliance with applicable building codes and federal standards. This includes: (i) making necessary repairs to premises; (ii) maintaining all mechanical items, such as building generators, elevators and trash receptacles; (iii) evicting residents who fail to comply with lease provisions; (iv) ensuring proper occupancy standards for all residents and processing transfers when applicable; (v) periodically inspecting dwelling units to determine their conditions; (vi) maintaining the community's common areas; (vii) complying with the other obligations as set forth in the dwelling lease or in the appropriate HUD regulations.

3-2.2. Resident's Basic Lease Obligations and Responsibilities.

Resident's basic lease obligations and responsibilities are to live in the apartment in such a manner as to contribute to the quiet, peaceful enjoyment of the premises by other residents and to meet the obligations set forth in the lease. Such responsibilities include: (i) to pay rent and other assessed charges on or before the first day of the month; (ii) to take proper care of the dwelling unit, appliances and grounds; (iii) to comply with all obligations imposed by applicable provisions of building, housing and health codes; (iv) to report changes in family income or composition within ten (10) days of the change; (v) to remove all trash, garbage and litter from and around his/her unit in a clean and sanitary manner; (vi) to insure that household members and guests refrain from destroying, defacing, damaging, or removing any part of the premises, common areas or other property; (vii) to conduct themselves, and cause family members and other persons who are on the premises with his/her consent, to conduct themselves in a manner that will not disturb neighbors or constitute violations of the law; (viii) to use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances; (ix) to comply with all safety and security procedures including, if applicable, carrying and, if requested, displaying resident identification cards and participating in fire drills; (x) to satisfy all other provisions of the dwelling lease (including any Addendum or Addenda) governing the resident's occupancy, resident responsibilities and obligations and any other provision of the dwelling lease.

3-2.3. Rent.

The resident has an opportunity to select rent based on two different methods. The resident may choose a Flat Rent which is a fixed amount of rent based on the apartment size, location of the apartment and the market value of the apartment. The resident may rather select an Income-based rent which is a rent based on the annual income of the household. A resident who chooses the Flat Rent may change the basis on which the

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rent is calculated at any reexamination and once during any twelve month period. No matter what method of rent calculation the resident selects, rent is due on the first (1st) day of the month and late after the fifth (5th) day of the month. A late fee will be assessed by GHA after the fifth (5th) day of the month.

3-2.4. Security Deposit.

Each resident is required to pay a security deposit in the amount determined by GHA and as is set forth in the Dwelling Lease. Such payments must be made prior to occupancy, unless partial payment arrangements are made with management. GHA has decided security deposits will be a fixed amount based on the bedroom size of the apartment in accordance with GHA's Rent Collection Procedures, which Procedures, as the same may be amended from time to time, are incorporated by reference herein. The security deposit will be returned to the resident within thirty (30) days after move-out in accordance with the Georgia Security Deposit Act. A resident may not receive the entire security deposit if: (i) the resident owes any unpaid balance of rent or "other than rent" charges; (ii) the apartment and all equipment and appliances have not been left in a reasonably clean and damage-free condition, normal wear and tear excepted, and all trash and debris has not been removed by the resident; (iii) all keys issued to the resident are not returned to GHA.

3-2.5. GHA access to the Apartment.

Generally, GHA, its agents and contractors may enter an apartment, under the following conditions: (i) in case of emergency; (ii) with the resident's consent; (iii) if the resident unreasonably withholds his or her consent; (iv) to complete routine scheduled maintenance; (v) to complete requested maintenance; (vi) to conduct Uniform Physical Conditions Standards, housekeeping or lease compliance inspections (including "spot checks" for new residents as frequently as every thirty days); and (vii) when reasonable notice is provided.

3-2.6. Termination or Nonrenewal of Dwelling Lease

A. Termination or Nonrenewal of Dwelling Lease by GHA.

GHA shall have the right to terminate or refuse to renew the lease for any of the following reasons: (i) failure by resident to fulfill his/her obligations set forth in the dwelling lease; (ii) serious or repeated violations by resident of one or more of the material terms of the lease; (iii) fraud, misrepresentation, falsification of preference status or of any occupancy related information or document; (iv) criminal activity engaged in by the resident or a member of the family; (v) any drug related activity engaged in by the resident or a member of the family whether on the community site or otherwise; or (vi) such other reasons

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or causes as may be set forth in the Dwelling Lease or applicable HUD regulations. The notice of termination or nonrenewal to the resident shall state the reasons for the termination or nonrenewal and shall inform the resident of his or her right to make a response and/or to request a hearing in accordance with GHA policy, if applicable.

B. Termination or Nonrenewal of Lease by the Resident.

The resident may terminate his/her lease at any time by giving thirty (30) days' written notice to management.

3-3. ELIGIBILITY FOR CONTINUED OCCUPANCY.

The eligibility of a family to remain in occupancy as a result of a reexamination or an interim re-determination is based upon the terms of this Policy as the same may be amended by federal regulations in effect at the time of the reexamination. Residents will be eligible for continued occupancy as specified in the Dwelling Lease and on the following bases:

3-3.1. Family Qualification.

The resident must continue to qualify as a family as defined in Section 12-15 of this Policy.

3-3.2. Occupancy Standards Compliance.

The resident must comply with the Occupancy standards established in this Policy or applicable HUD regulations.

3-3.3. Ability and Willingness to Comply with the Lease.

The resident must demonstrate the ability and willingness to comply, and demonstrate actual compliance, with the terms of the dwelling lease (including, but not limited to the criminal activity and community service provisions).

3-3.4. Rent Payment History.

The resident must demonstrate satisfactory performance in rent payments (i.e., the resident was not late paying rent two (2) or more times in the preceding twelve (12) months).

3-3.5. Disturbances on the Property.

The resident must show the absence of incidents involving the disturbance of neighbors, destruction of property or living or housekeeping habits which adversely affect the health, safety or welfare of other residents;

3-3.6. Criminal Activity.

The resident must show the absence of criminal activity or other activity that adversely affects the health, safety and peaceful enjoyment of the community, by any family member, guests, invitees. To verify the absence of criminal activity or other activity that adversely affects the health, safety

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and peaceful enjoyment of the community, GHA, its agent(s), contractor(s), or designee(s) may institute a criminal history check to verify the absence of criminal conduct by every family member sixteen (16) years of age or older. Resident members must sign the criminal history consent forms if requested to do so by GHA. For purposes of this section, a resident or family member shall not engage in any criminal activity or other activity that adversely affects the health, safety and peaceful enjoyment of the community, whether said activity occurs on the leased premises, on or near the housing community of which the leased premises are a part, or in any other location whatsoever. If GHA discovers that the resident or family member has engaged in criminal or other activity which may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents of the community, or in conduct which amounts to harassment or abuse of GHA employees in the pursuit of their responsibilities, GHA may deny continued occupancy to the resident and terminate or nonrenew any existing lease.

3-3.7. Income.

All adult members of the household must provide information about the income received by the household.

3-3.8. Income Verification by HUD.

Each resident must promptly (i.e., within ten (10) days of receipt) disclose and provide a copy to GHA of the letter and other information resident, or any member of resident's household, receives or received from HUD regarding household income (either under HUD's income verification initiative or otherwise). GHA will then verify the accuracy of the income date, change rent amounts, or terminate assistance, or nonrenew the lease, as appropriate;

3-3.9. Family Self-Sufficiency.

Satisfactory demonstration of progress toward Family Self-Sufficiency for all residents enrolled in the program including those residents who are on a minimum rent or credit status for more than sixty (60) days during the lease term.

3-3.10. Citizenship Review.

Unless it is already on file, each resident must submit evidence of citizenship or eligible immigration status.

3-3.11. Uniform Housekeeping Standards and UPCS Compliance.

Satisfactory demonstration of the ability to maintain the residence, and surrounding areas, in a clean, orderly and sanitary manner for the previous twelve (12) months. This demonstration shall include the satisfaction of all of the standards set forth in GHA's standard

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housekeeping inspection, GHA's Housing Quality Standards inspection or such other GHA programs designed to ensure the upkeep of residences within GHA communities.

3-3.12. Substance Abuse.

Absence of conduct or other evidence from which GHA determines that it has reasonable cause to believe that a family member's illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents of the community.

3-3.13. Condition that Alters Fundamental Housing Nature.

The family member does not have a condition that, in GHA's reasonable opinion, requires services from GHA's staff that could alter the fundamental housing nature of GHA's program.

3-3.14. Reexaminations.

Successful completion of the reexamination process as outlined in Section 4-4, below.

3-4. REEXAMINATION.

At least annually for residents paying rent based on their income, and not less than once every three years for residents paying a flat rent, GHA will conduct a reexamination of family income and all circumstances surrounding family's eligibility for and occupancy in an GHA apartment. The reexamination shall consider the factors set forth in Section 3-3, above, and be conducted in accordance with this Section. In GHA's option, it may also require Special or Interim reexaminations. The results of the reexamination will determine the continued occupancy of the family and the conditions of the continued occupancy.

3-4.1. Annual Reexamination.

The eligibility, suitability and continued occupancy status, including the annual income, of all residents are to be reexamined and redetermined once, at least, every twelve (12) months. All residents will be reexamined based upon the annual reexamination schedule for the community where they reside regardless of the date of their previous reexamination.

3-4.2. Temporary Rent.

In the event that it is not possible to obtain all verifications necessary to complete a reexamination, including a rent adjustment, by the established reexamination date, and if the resident has selected an Income-based rent, a temporary rent will be established based on income data supplied by the resident family. The resident will be notified by a "Temporary Rent Notice" that payments of rent based on this unverified report of anticipated income are to be made pending establishment of appropriate rent. The

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notice will make clear to the resident that when the appropriate rent is established **it will be effective from the established reexamination date** and that he or she will be charged for any balance due, or credited with any overpayment, resulting from payment of the temporary rent. **The temporary rent period will last for thirty (30) days** from the established reexamination date and extend no longer than one additional month. At the conclusion of said period the temporary rent status will expire and GHA will charge the temporary rent amount as a permanent rent amount, or will return the resident to the rent amount paid prior to the temporary rent, **whichever is higher.**

3-4.3. Initiation of Re-Examination Process.

Generally, all residents are to be reexamined on their occupancy anniversary date and thereafter within one year of the effective date of their last reexamination. In order to have the information available to adjust the rent on the scheduled date, the initial request for reexamination will be started sixty (60) to ninety (90) days before the date the reexamination is scheduled to be effective. GHA will send a notification letter for the family letting the family know that it is time for their annual reexamination and scheduling an appointment. The letter may also include a listing other forms or information that the family must bring or complete prior to the appointment. The letter will also include instructions which permits the family to reschedule the interview if necessary or make alternate arrangements. If a family fails to respond to the letter or fails to attend the interview, GHA, in its option, will reschedule a second interview for the family. If a family fails to attend the second scheduled interview, without notification to GHA and good cause for the failure to attend, GHA will begin dispossession actions against the family.

3-4.4. Continued Occupancy/Criminal History Consents.

At the time of reexamination, the head of household of each resident family is required, to supply information called for in the reexamination process and sign such forms and consents as GHA may require, attesting to the accuracy of the information provided. The resident family may also be requested to sign another Release form authorizing GHA, or its agents or contractors, to obtain a criminal history report on the applicant and the applicant's household members age 16 and above.

3-4.5. Verification and Documentation of Re-Examination Data.

To ensure that the data upon which the determination of eligibility and suitability for continued occupancy, rent to be paid, and size of dwelling required are accurate, and completely adequate in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion. As verifications of all necessary items for each application are completed, an examination of verified information is to be prepared. The examination is to cover the following determinations: (i)

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eligibility of the resident as a family, a single person or as the resident of a family; (ii) size of dwelling required; (iii) rent which the family is to pay and (iv) family's suitability to continue in public housing.

When the verified findings are at substantial variance from the data furnished by the resident in his/her reexamination forms, the resident is to be re-interviewed and an opportunity is to be given for him or her to explain the apparent discrepancies. If the resident is found to have knowingly falsified or misrepresented information on the Application for Continued Occupancy, or any other occupancy related document, GHA may terminate the tenancy, non-renew the lease, and evict the resident.

3-4.6. Community Service.

In order to be eligible for continued occupancy, each adult family member must either: (1) contribute eight hours per month of community service (not including political activities) within the community in which the public housing community is located; or (2) participate in an economic self-sufficiency program; or (3) show that they are exempt from the community service and economic self-sufficiency requirement .

Generally, the community service requirements includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community. GHA will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service opportunities. It will be the responsibility of the family to contact the agency of resident's choice so that resident can fulfill the community service responsibility. The resident will also have the responsibility of providing proof of the actual community service performed.

The economic self sufficiency program (e.g., GHA's Family Self-Sufficiency Program) is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

A. Exemptions. The following adult family members of tenant families are exempt from this requirement:

1. Family members who are 62 or older;
2. Family members who are blind or disabled;

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3. Family members who are the primary care giver for someone who is blind or disabled;
4. Family members engaged in work activity;
5. Family members who are exempt from work activity under part A Title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program;
6. Family members receiving assistance under a State program funded under part A Title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program

B. Notification of Requirement.

GHA shall attempt to identify all adult family members who are apparently not exempt from the community service requirement, however the primary person responsible for fulfilling the requirement is the resident. GHA shall notify all family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status and thereafter, the GHA shall verify such claims. The notification will also advise them that failure to comply with the community service requirement, if applicable, will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

C. GHA's Responsibilities.

At the first annual reexamination, and upon request, at each annual reexamination thereafter, the GHA will do the following:

1. Make available a list of volunteer opportunities to the family members.
2. Make available information about obtaining suitable volunteer positions.
3. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor at the volunteer agency date and sign for each period of work.
4. Make available GHA's Resident Services coordinator to assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities, if the family member requests such assistance.

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5. Upon request, thirty (30) days before the family's next lease anniversary date, the Resident Services Coordinator will advise the GHA whether each applicable adult family member is in compliance with the community service requirement.

D. Non-compliance Notification of Community Service Requirement.

GHA will notify any family found to be in noncompliance of the following: (i) the family member(s) has been determined to be in noncompliance; (ii) that the determination is subject to the grievance procedure; and (iii) that, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated.

E. Opportunity for Cure of Non-compliance.

GHA will offer the family member(s) one opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over a sixty (60) day period beginning with the date of the agreement and the resident shall, at the same time, stay current with that year's community service requirement. The first hours a resident earns will be applied toward the current commitment until the current year's commitment is made.

If any applicable family member does not accept the terms of the agreement, does not fulfill his or her obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three (3) hours, the GHA may take action to terminate the lease.

3-4.7. Rent Choice.

At reexamination residents will have the opportunity to choose to pay a Flat Rent for their apartment or a Income-based Rent. GHA will provide letters and documents to residents outlining the options.

A. Flat Rents Annual Letter.

The annual letter to Flat Rent payers regarding the reexamination process will provide the following: (i) each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount while, and in some cases in lieu of, completing the reexamination process and having their rent based on the formula amount; (ii) the amount of the flat rent; (iii) a fact sheet about formula rents that explains the amount the resident would have to pay under the formula rents; and (iv) that all families will have to undergo a reexamination no matter what rent option the family selects;

B. Changes in Selection of Flat Rent.

Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons: (i) situations in which the income of the family has decreased because of changed circumstances, (ii) loss or reduction of employment; (iii) death in the family which caused the family to expend extraordinary resources; (iv) reduction in or loss of income or other assistance, as long as the loss or reduction was not because of the fraud of any family member; (v) increase in family's expenses for medical costs, child care, transportation, education, or similar items; (vi) other serious or catastrophic financial situations as specifically approved by GHA. A family may request to make the change one time during any twelve (12) month period outside of the normal reexamination process. In any event, any such reporting and request for change must be made within ten (10) days of the date of the change of circumstances or financial conditions.

C. Flat Rent Review.

The dates upon which GHA expects to review the amount of the Flat Rent (i.e., *at least* once every three (3) years), and approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.

D. Flat Rent Information.

Any resident can call GHA's Central Office to get additional information or counseling concerning flat rents.

E. Certification.

Each family must sign a certification accepting the income based rent or the flat rent.

3-4.8. Action Required Following Reexamination.

Following each resident's reexamination, the resident is to be informed in writing concerning: (i) any change to be made in the rent or size of dwelling occupied; (ii) any instances of misrepresentation or noncompliance with the terms of the lease revealed through reexamination and any corrective or punitive action which is to be taken.

If the reexamination discloses that the resident, at the time of admission or at any previous reexamination, made misrepresentations which resulted in his/her being classified as eligible or suitable, the resident may be required to vacate even though he/she may be currently eligible. In addition, if at the time of reexamination it is found that the resident's

misrepresentations have resulted in his/her paying a lower rent that he/she should have paid, he/she is to be required to pay the difference between the rent paid and what should have been paid. In justifiable cases, GHA may take such other action as it deems necessary in accordance with applicable law.

3-5. INTERIM ADJUSTMENT OF INCOME-BASED RENT.

Income-Based Rent as fixed herein or as adjusted pursuant to this Policy will remain in effect for the period between regular rent re-determinations unless during such period the resident undergoes a change in his/her personal, family or household circumstances. The leaseholder must report and provide verification(s) for all changes which involve loss or gain of a family member, lessee or income. An increase or decrease in family size may result in an increase or decrease in rent. Family size changes must be reported within ten (10) days of the change. Residents may request an interim adjustment of rent as a result of a decrease or loss of income. If, as a result of any interim change, rent is decreased, then the resident must report and provide verification of all subsequent changes in income and (family composition) as they occur until their next scheduled annual reexamination. The resident's rent will be adjusted accordingly.

3-5.1. Changes in Income-based Rent.

Increases in rent will be made effective the first day of the second month following the month in which the change occurred. Decreases in rent will be made effective the first of the month following that month in which the change is reported and proper verification is brought in.

3-5.2. Misrepresentation.

If it is found that the resident has misrepresented to GHA the facts upon which rent is based so that the rent being paid is less than should be charged, then the increase in rent shall be retroactive to the date of the change in facts. In justifiable cases, GHA may take such other action as it deems advisable in accordance with applicable law, including, but not limited to, referral for criminal prosecution.

3-5.3. Minimum Rent Changes.

There are changes in the minimum rent required by federal law or regulation or as set by GHA's Board of Commissioners. Any such change in the minimum rent shall be effective thirty (30) days following notice to the affected resident(s).

3-6. REQUIREMENTS FOR POSTING MATERIALS AND REGULATIONS.

There shall be maintained outside of GHA's Central Office a bulletin board which accommodates the following materials, or in the cases of large documents or for ease at reviewing materials, a notice that the materials exist and can be reviewed

upon request, in such manner as to be readily available to all residents, visitors and other interested persons in accordance with Equal Opportunity and other GHA requirements:

- Admission and Continued Occupancy Policy.
- Income limits for Admission.
- Dwelling Lease.
- Utility Allowances Schedule.
- Current schedule of routine maintenance and other charges.
- Grievance Procedure.
- Notice of the status of the waiting list (i.e., whether it is opened or closed).
- Fair Housing Poster.
- *Equal Opportunity in Employment* Poster.
- Flat Rents for the Communities.
- Community Service Work Requirement Notice.
- Resident oriented notices.

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SECTION 4

ALLOWANCES AND ADDITIONAL CHARGES

4-1. UTILITIES.

GHA shall establish for each community, by bedroom size, an allowance based upon units of energy or water which will afford a reasonable consumption of utilities by an energy conservative household of modest circumstances consistent with the requirement of a safe, sanitary and healthful living environment. Monthly allowances shall be established at a uniform monthly amount based on an average monthly utility requirement for a year. GHA will review and potentially revise the allowances according to the following:

4-1.1. Annual review.

GHA shall review, at least annually, or in accordance with regulatory requirements the basis on which Utility Allowances have been established and, if reasonably required in order to continue adherence to the standards, shall establish revised allowances.

4-1.2. Revision due to rate changes.

GHA may revise its allowances for resident purchased utilities between annual reviews if there is a rate change (including fuel adjustments) and shall be required to do so if such change, by itself or together with prior rate changes not adjusted for, results in a change of ten percent (10%) or more from the rates on which such allowances were based, or such other lesser or greater percentage amount as HUD or GHA may deem appropriate.

4-1.3. Schedule of Utility Allowances.

Schedules of utility allowances for each community are available in on the bulletin board outside of GHA's Central Office, or may be made available in a notebook maintained in the Central Office for resident review of key public housing documents, and will be made available to the resident upon request.

4-2. MAINTENANCE CHARGES.

Schedules of maintenance charges are posted in the community Central Offices, or may be made available in a notebook maintained in the Central Office for resident review of key public housing documents, and will be made available to residents upon request. The schedules will be updated at least every twelve (12) months. Residents will be charged for material and services provided in repairing apartment conditions and damages to apartments and common areas caused by resident negligent or intentional conduct at the price list in effect at the time of repair. If a particular repair or service is not listed, residents will be charged the actual amount, including labor, GHA incurred to make the particular repair or

**SECTION 4
ALLOWANCES AND ADDITIONAL CHARGES**

service.

GHA will notify the residents, in writing, by mail or in person of any maintenance charges for which he or she will be billed, and his or her rights to request a hearing under the grievance procedure. The charges are due fourteen (14) days after GHA notifies the resident. In those cases where the resident has requested a grievance about the charges, GHA will not enforce the payment of the charges until after the grievance process has been completed.

4-3. MOVE OUT CHARGES.

Residents will be held responsible for all damages (including but not limited to damage caused by pets or fire) to the unit and appliances incurred prior to the move out inspection and acceptance of the unit keys by management. Unrepaired damages, beyond normal wear and tear, will be charged to the resident's account at the time of move-out. The price list in effect at the time of move-out will be utilized to price labor and materials.

4-4. FIRE DAMAGE.

Residents will be charged for all fire, smoke and water related damages to the resident's unit and any surrounding units or buildings, caused by a fire started by resident, resident's household, guests or visitors. These damages will be charged to the resident even if GHA decides to evict the resident family according to the dwelling lease.

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SECTION 5

RESIDENT TRANSFER POLICY

5-1. Purpose.

This Resident Transfer Policy ("Transfer Policy") governs the transfer of residents within the conventional housing program. This Transfer Policy shall not apply to communities or apartments which are not fully GHA owned, or which are subject to and under separate private management or special housing agreements between GHA and some third party, or otherwise have a separate site-based waiting list for admissions.

5-2. Definitions⁵. The terms listed below shall have the meanings indicated:

5-2.1. Appropriate Size Unit.

"Appropriate size unit" refers to GHA's established occupancy standards as to the minimum and maximum number of persons that may occupy a dwelling unit of a specific size.

5-2.2. Authority Mandated Transfer.

"Authority mandated transfer" refers to a transfer initiated by GHA.

5-2.3. Available Unit.

"An available unit" refers to a unit that is vacant and is in a suitable condition or can be made into a suitable condition within thirty (30) days

5-2.4. Overcrowding.

"Overcrowding" refers to a household whose members identified in the lease, exceed the maximum number of persons for which a specific size apartment is designated by one bedroom.

5-2.5. Overhoused.

"Overhoused" refers to a household whose members, identified in the lease, do not equal the minimum number of persons for which a specific size unit is designated.

5-2.6. Suitable Unit.

"Suitable unit" refers to a unit that is the correct bedroom size for the transferring family (under GHA's occupancy standards), and has met appropriate physical conditions standards and will cause no undue transfer hardship for the transferring family.

⁵The definitions listed below shall have the same meaning throughout this Transfer Policy notwithstanding the fact that the defined words are not in uppercase.

5-2.7. Undue Transfer Hardship.

“Undue Transfer Hardship” refers to the following:

- A. Proper Size Apartment.** The apartment is not of the proper size (and resident has not agreed to live in the apartment nonetheless), type or condition, or the resident would be able to reside there only temporarily (e.g., a specially designed unit that is awaiting a handicapped family needing such a unit.);
- B. Lead Based Paint.** The unit contains lead-based paint, and accepting the offer could result in subjecting the family and children under seven years of age to lead-based paint poisoning;
- C. Significant Inability to Move.** The resident is unable to move at the time of the offer due to significant reasons and presents clear evidence which substantiates this claim to GHA's satisfaction. For example:
 - 1. A doctor or other licensed medical professional verifies that the resident has just undergone major surgery and needs a specified period of time to recuperate; or
 - 2. A court verifies that the resident is serving on a jury which has been sequestered.
- D. Other Undue Hardship.** Accepting the offer would result in undue hardship to the resident not related to consideration of race, sex, color, national origin, familial status or language, such as making employment or day care facilities inaccessible; and the resident presents clear evidence which substantiates this claim to GHA's satisfaction.

5-2.8. Underhoused.

"Underhoused" refers to a household whose members identified in the lease, exceed the maximum number of persons for which a specific size apartment is designated by two or more bedrooms.

5-3. Transfer Policy Objectives. Although circumstances will normally dictate the need to transfer a resident, GHA will endeavor to achieve the following objectives in the consideration of each transfer request:

- To fully utilize available housing resources while avoiding overcrowding by ensuring that each resident, to the extent possible, occupies an apartment of appropriate size.

**SECTION 5
RESIDENT TRANSFER POLICY**

- To facilitate resident relocation when required for modernization, demolition, disposition, natural disaster or any serious threat to the resident's life, health or safety or any approved and substantiated transfer request in accordance with the provisions of Sections 5-5 and 5-6.
- To facilitate resident relocation when required to accommodate a permanent and verified medical or handicap disability or other extenuating circumstances.
- To eliminate vacancy loss and other direct and indirect expense due to unnecessary or unsubstantiated transfers.
- To handle transfers, to the extent possible, within each individual community via intra-community transfers.

5-4. Types of Transfers.

GHA will administer transfers for the following reasons and in the following order of priority:

5-4.1. Redevelopment/Modernization Related Transfer.

A transfer of resident who lives in an apartment, building, or applicable portion of a community which is undergoing substantial rehabilitation, modernization, revitalization, redevelopment, demolition, or disposition.

5-4.2. Emergency Transfer.

Any emergency condition which:

- A.** Physically displaces a resident by an act of God or other catastrophic event (e.g., by fire, flood, storm, etc.)
- B.** Creates an imminent and serious threat to the life, health or safety of the resident.
- C.** Creates an imminent and serious safety hazard, (e.g., structural, electrical, mechanical, sewer, water, electricity, heat etc.), or a potential health hazard.

If such condition was caused by the resident, a resident's family member or a guest under circumstances that constitute "good cause" for eviction of the resident under the lease and federal law or regulations, GHA may promptly initiate eviction procedures against the family in lieu of processing or approving a transfer.

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RESIDENT TRANSFER POLICY**

5-4.3. Medical Transfer.

Any condition that causes a serious hazard to the health or safety of a resident by virtue of a documented and verified medical condition (physical or mental) which condition can be alleviated or substantially improved by the proposed transfer. GHA may require certification by a qualified health professional to support this priority, including but not limited to an independent medical or psychological certification or examination.

5-4.4. Extraordinary Circumstances.

Other extraordinary circumstances, of an urgent or serious nature as reasonably determined by GHA or upon the resident's request.. Such transfers may include special demonstration/incentive transfer programs, and transfers designed to enhance GHA's deconcentration strategies,

If the serious condition that prompts the transfer request, was caused by the resident, a resident's family member, visitor or a guest under circumstances that constitute "good cause" for eviction of the resident under the lease and federal law or regulations, GHA may promptly initiate eviction procedures against the family in lieu of processing or approving a transfer.

5-4.5. Underhoused Transfer.

Any underhoused or overcrowded (as defined in Section 5-2.8 and Section 5-2.4) situation for which the resident requests a transfer or GHA requires a transfer. The resident may request to remain in an underhoused or overcrowded situation that does not substantially violate the requirements of GHA's Occupancy Standards or the City of Griffin's Housing Code or other health or safety requirements.

5-4.6. Overhoused Transfer.

Any overhoused situation for which the resident requests a transfer or GHA requires a transfer.

5-5. General Policies and Procedures.

5-5.1. Precedence.

Precedence shall generally be given to resident transfers as opposed to new admissions up to the maximum level set in an annual transfer plan approved by the Executive Director. Even so, where it is managerially in the GHA's best interest, the Executive Director may authorize the ~~temporarily~~ giving of precedence to new admissions over transfers.

5-5.2. Transfer Requests.

A. Requested by Head of Household. Any head of household may

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RESIDENT TRANSFER POLICY

request a transfer at any time at GHA's Central Office, ~~or at the central office~~ during designated hours. Transfers will only be honored and processed if they are in writing. GHA in its discretion may prescribe forms for which all resident requested transfers must complete.,

- B. Lease Compliance Review.** GHA will review the lease compliance status of each family who requests a transfer and only those families in lease compliance will be eligible for transfer. This review will normally require each transferring family member to allow GHA to obtain a new criminal history report on each member of the household age sixteen (16) or older. Each such member must have a satisfactory criminal history report.
- C. Register of Transfers.** GHA shall maintain ~~an~~ updated registers of all resident transfer requests and Authority mandated transfers. The transfers for each community shall be ranked by priority (as shown in Section 5-4).
- D. Misrepresentation.** GHA reserves the right to reject any transfer request and/or evict any resident who misrepresents family circumstances or composition, or any other transfer related information.
- E. Transfer Offers.** Transfer offers shall be made in a reasonable time following approval, by ranking order, as shown in Section 5-5, subject to unit availability, deconcentration strategies, initiatives designed to relieve overcrowding or undercrowding by means of intra-development transfers, or other management related concerns.
- F. Inspection of Current Dwelling.** Residents requesting transfers may be subject to a housekeeping and/or UPCS inspection of the resident's current dwelling unit (under applicable laws) prior to the transfer to determine the extent of resident inflicted damages to the unit.

5-5.3. Unit Availability.

Generally, to the extent possible, ~~A~~ resident seeking a transfer, will be transferred to another suitable dwelling apartment of appropriate size within the same community site pursuant to unit availability. ~~may request to~~ If no unit is reasonably available in the resident's community, or if an intra-site transfer will not resolve the threat and/or condition, the resident will be transferred to a suitable apartment in another public housing community.

If the resident must move to a site where the resident is required to

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purchase all or some utilities, the resident will pay all such utility costs.

5-5.4. Offers and Rejections.

A. Number of Offers. All GHA mandated and resident requested transfers shall be provided one offer of a suitable apartment. For Authority mandated overhoused transfers and Authority mandated modernization, demolition, disposition or substantial rehabilitation transfers, GHA may, but is not required to, extend two (2) suitable offers. In any event, an offer shall not count if the apartment is unsuitable or the offer would result in an undue transfer hardship.

B. Failure to Accept Mandatory Transfer.

Failure of the resident to accept a suitable apartment within the established number of offers (subject to undue hardship objections) in the case of an authority mandated transfer (whether emergency, overhoused, mandated modernization, demolition, disposition or substantial rehabilitation transfers) shall be grounds for termination of the lease.

Any resident who fails to accept a suitable apartment within the established number of offers (subject to undue transfer hardship objections) for a resident requested transfer, or fails to respond to a verification request or an apartment offer by GHA (whether in writing or verbal), shall be removed from the Transfer Wait List. Any resident removed from the Transfer Wait List for this reason is not eligible to apply for another transfer based on the same priority code and supporting documentation for a period of twenty-four (24) months.

C. Notification of Rejection.

GHA shall promptly notify each resident in writing after the resident's rejection of a suitable offer(s) that GHA has discharged its obligation to the resident, that he/she remains in the apartment at his/her own risk, and that if the transfer related to some condition in the apartment, that GHA assumes no liability for his/her condition relating to the transfer. This notice shall also inform the resident of the right to request a grievance hearing in connection with the offer.

D. Prompt Transfer to New Apartment.

Any resident, who accepts a transfer apartment and who fails to move within three (3) days of notification of a suitable ready apartment will be charged a full month's rent at both locations (current apartment and the assigned apartment), unless the resident can demonstrate undue transfer hardship. Moreover, the resident may be subject to further dispossessionary action(s).

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5-5.5. Relocation Assistance.

Transfers which are needed as a result of a natural disaster, modernization, demolition or disposition shall be performed with such relocation assistance, (including moving expenses and utility fees, if applicable) as determined by GHA in its Relocation Plan. In all other cases, GHA shall not bear the cost of any other direct or indirect resident expense(s) associated with transfers. All transfers will be considered as permanent transfers.

5-5.6. Underhoused Resident Exceeding Occupancy Standards.

Periodically, a resident's household size may exceed the maximum occupancy standards established for the largest apartment offered by GHA. In such cases, the family may request, or may be requested by GHA, to separate into smaller apartments (if appropriate) to facilitate a transfer. If the resident fails to comply with the separation request, or if the family can not designate a head of household for each of the smaller apartments who is 18 years or older, the resident family will be subject to the termination or nonrenewal of the lease.

5-5.7. Lease Violations.

Any resident who is not in compliance with the applicable clauses of the executed dwelling lease at the initiation of the transfer process or anytime prior to the completion of the transfer and/or has been determined as having misrepresented their circumstances on any GHA document and/or has an unsatisfactory criminal history, shall not be considered for transfer, and will be subject to lease termination or nonrenewal. Also, GHA may temporarily suspend consideration of a transfer application pending the outcome of an outstanding lease termination.

5-5.8. Non-handicapped Family Transfers.

If a handicapped accessible or wheelchair accessible unit is occupied by a family who does not have a handicapped or disabled member who needs such a unit, GHA may ask the family to transfer to another unit so that a handicapped or disabled family may live in the accessible unit. Such transfers will be at the resident's expense and will usually be made with thirty (30) days advance notice.

5-5.9. Exceptions.

GHA reserves the right to make case-by-case exceptions to this Resident Transfer Policy as circumstances may require under life threatening, safety, health related conditions, or in furtherance with special GHA strategies and initiatives, including but not limited to, GHA's deconcentration strategies, consistent with applicable law.

**SECTION 5
RESIDENT TRANSFER POLICY**

5-6. Transfer Determinations and Approval.

The determination of the need of a transfer shall be reviewed and approved or disapproved by the appropriate ~~AHA~~-GHA management personnel based on the following:

- Information provided by the resident through the annual or interim reexamination process or information that is contained in the resident's file;
- Information provided through regularly scheduled or special apartment inspections;
- Information provided by the resident via the Request for Transfer Form or other approved GHA form;
- Third party information such as certifications by qualified health professionals or other relevant professional(s) who provide independent judgment as to the existence, validity and/or severity of prevailing conditions(s) as generally outlined in this Transfer Policy.
- Such other information as may be available to GHA.

5-7. Resident Notifications.

5-7.1. General Approval/Disapproval Notification.

An approval or disapproval of a resident requested transfer shall be reasonably provided to the resident after the request is approved or disapproved by GHA.

5-7.2. Authority Mandated Transfers.

Transfers which are Authority mandated modernization, demolition, disposition or substantial rehabilitation (other than emergencies) shall require a minimum of thirty (30) days notice except as circumstances may warrant by virtue of an emergency or natural disaster.

5-8. Grievances.

A resident requesting a transfer is entitled to a grievance hearing for any adverse action or decision affecting the resident or the resident's household, according to GHA's Grievance Policy.

5-9. Other Matters.

5-10.1. Transfer during Pending Rent Dispute.

GHA may not refuse to transfer a resident with an *emergency* transfer request under this Transfer Policy because the resident owes rent or other

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RESIDENT TRANSFER POLICY**

charges to GHA. Instead, GHA must process and make the transfer pursuant to the Resident Transfer Policy and await final determination in a proper administrative grievance, or judicial forum. If the final determination is wholly or partially in favor GHA, GHA may terminate the lease, evict or may require such payment as a condition for continued occupancy, as appropriate, either in a lump sum or by periodic payments.

5-10.2. Security Deposit and Rent Changes.

Any resident who transfers to another GHA apartment will have the right to make a rent choice regarding the new apartment. The resident will also be responsible for any increase in the security deposit required because the resident moved to a new apartment or because the previous security deposit was applied to damages in the previous apartment.

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SECTION 6 **OCCUPANCY STANDARDS**

To avoid overcrowding, prevent waste of space, maintain the usefulness of apartments, while preserving apartments from excessive wear and tear or underutilization, apartments are to be assigned according to the occupancy guidelines set forth below. These general maximum and minimum number of persons per apartment size are only guidelines and may be exceeded, in GHA's discretion, at the request of the family, or because of the overall living space of the apartment:

6-1. Occupancy Based on Bedroom Size

<u>NUMBER OF PERSONS</u>		
<u>No. of Bedrooms</u>	<u>Minimum</u>	<u>Maximum</u>
1	1	2
2	2	4
3	3	6
4	4	8

6-1.1. Exceptions to the Maximum Occupancy Standards.

Exceptions to the maximum standards may be made in case of reasonable accommodations for a person with disabilities, emergencies, and at the discretion of the Executive Director or her designee. Further, GHA has the right to permit families exceeding the maximums shown above to occupy apartment when the family requests such occupancy, and when GHA determines that the apartment in question is large enough.

6-1.2. Exceptions to the Minimum Occupancy Standards.

Subject to the discretion of GHA, families may choose to be placed on the waiting list for an apartment one bedroom size smaller than that designated on the guidelines chart. A family that chooses to occupy a smaller size apartment must agree not to request a transfer until their family size changes.

6-2. Additional Occupancy Considerations.

6-2.1. General Occupancy Standards.

Generally, up to two persons will occupy a single bedroom, and units so assigned shall not require the use of the living room for sleeping purposes. Persons of opposite sex, shall not be required to occupy the same bedroom or living/sleeping room except at the request of the family or if the persons occupying the same bedroom are: (i) Husband and wife; or (ii)

**SECTION 6
OCCUPANCY STANDARDS**

Parent and child under the age of three (3) years; or (iii) Children under the age of three (3) years;

A child three years of age and older shall not be required to share a bedroom with a parent or a family member of a different generation. No child shall be required to share a bedroom with two parents.

6-2.2. Adopted, Foster and Unborn Children.

Generally, GHA will not give consideration to an unborn child in determining the size of the apartment a family requires. GHA will give consideration to those individuals under the age of 18 who will be adopted or those where legal custody is being obtained.

6-2.3. Overhousing and Underhousing Families.

If there are no families on the waiting list for a larger size apartment, or if there are no qualified larger families at the time of the apartment vacancy, GHA may assign the apartment to a smaller family if the family signs a form stating that, at GHA's request, they will transfer (at the family's own expense) to the appropriate size apartment when an eligible family needing a larger unit has the need of that larger apartment. The family transferring will be given a minimum of 30-day notice before being required to move.

Alternatively, larger units may be offered to a smaller family in order to improve the marketing of a community suffering from a high vacancy rate.

Moreover, at the applicant's request, GHA may assign an applicant to a smaller unit consistent with GHA occupancy standards without regard to the age, sex, or relationship of its family members. In such a case, the applicant must agree and acknowledge, in writing, that the family will be ineligible for a transfer for a larger size apartment, and GHA will not process a transfer requesting a larger unit, unless the family size increases.

6-2.4. Family's Informed Selection.

The above options will be discussed with each applicant family. Families will also be updated as to the status and movement of the various waiting lists and sublists maintained by GHA. Families may be asked to declare in writing the waiting list and bedroom size on which they wish to be placed. If a family opts for a smaller unit size, than would normally be assigned under the above standards (generally, for example, because the list is moving faster), the family will be required to sign a statement agreeing to occupy the unit assigned at their request until their family size or circumstances change.

**SECTION 6
OCCUPANCY STANDARDS**

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SECTION 7 **RESIDENTS' GRIEVANCE POLICY**

7-1. PURPOSE.

These procedures provide the means for residents of GHA Public Housing to obtain a hearing should they present a grievance regarding any GHA action or failure to act, in accordance with lease requirements, federal regulations, or this Policy which results in denial, significant reduction or termination of benefits, or when a resident contests an GHA notice of proposed adverse action.

7-2. RIGHT TO A GRIEVANCE.

Any resident who has a grievance (as defined herein) may have it processed as provided in this Grievance Procedure, except that any grievance concerning an eviction or termination of tenancy based upon a resident's creation or maintenance of a threat to the health or safety of other residents or GHA employees, or any grievance relating to a Resident engaging in drug or other criminal activity shall be excluded from this procedure. However, any resident who believes that he or she has been subjected to discrimination may file a grievance in accordance with this Grievance procedure.

7-3. HEARING OFFICER.

All grievances shall be heard by ~~AHA's~~ an Administrative Hearing Officer appointed to hear such matters. The Hearing Officer is hereby empowered to rule on the grievance in the manner and in accordance with the time frames which are set forth in this Policy. The Administrative Officer could be the Executive Director, her designee, or such other person as the Executive Director shall appoint, provided that the Hearing Officer was not directly involved in the particular decision or matter which is the subject of the grievance.

7-4. INFORMAL SETTLEMENT OF GRIEVANCE.

7-4.1. Written Complaint.

A resident must make a written complaint to GHA's Central Office within ten (10) days from the date when the grievance arose. **If the resident fails to make the written complaint within this time, the resident will have waived his or her right to utilize any aspect of the Residents' Grievance Policy with respect to the complaint.**

7-4.2. Informal Discussion.

GHA must hold an informal discussion with the complaining resident within seven (7) days, and attempt to resolve the complaint without a formal hearing.

7-4.3. Discussion Summary.

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RESIDENTS' GRIEVANCE POLICY

A summary of the discussion shall be prepared by the Authority and mailed to the resident within ten (10) days.

7-4.4. Informal Discussion is Required.

No hearing of a grievance will be granted unless preceded by an informal discussion (as set forth above), except where the complaining resident can show good cause to the Hearing Officer, as the case may be.

7-4.5. Request for Grievance Hearing.

If the resident disagrees with the decision, the resident should file a request for a Grievance Hearing, in the manner prescribed, within the required time after receipt of the Discussion Summary.

7-5. PROCEDURES TO OBTAIN A GRIEVANCE HEARING.

7-5.1. Request for a Grievance Hearing.

The complaining resident shall submit a written request for a grievance hearing to the community Central Office within ten (10) days after receipt of the Discussion Summary. The request for hearing shall include the reasons for the grievance and the action or relief sought.

7-5.2. Failure to Request a Grievance Hearing.

If the resident does not request a hearing in accordance with the **AHA's** Resident Grievance Procedure, the decision made by GHA, as expressed in the Discussion Summary, shall become final.

7-5.3. Rent Dispute Grievances.

In the case of a grievance relating to a rent dispute, the resident shall pay to GHA an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the alleged act or failure to act took place. The resident shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by the Administrative Hearing Officer. Noncompliance with the escrow requirements of this sub-paragraph will result in a termination of the resident grievance and appeals procedure, and all sums will immediately become due and payable under the lease.

7-6. PROCEDURES GOVERNING THE HEARING.

7-6.1. Hearing Standards.

The parties shall be entitled to a fair and private hearing and may be represented by legal counsel or another person chosen as a representative. Strict rules of evidence will not apply at the hearing.

7-6.2. Right to Examine Evidence.

**SECTION 7
RESIDENTS' GRIEVANCE POLICY**

A resident, or his or her authorized representative may examine before the hearing, and copy at his or her expense all documents, records, and regulations of GHA that may be relevant to the hearing, unless otherwise prohibited by law.

7-6.3. Failure to Appear.

If the resident fails to appear at a scheduled hearing, the Hearing Officer, in his or her sole discretion shall:

- make a determination to postpone the hearing for a period not exceeding five (5) business days; or
- make a determination that the party has waived his or her rights to a hearing; or
- proceed with the hearing in the absence of the resident.

7-6.4. Burden of Proof.

At the hearing the resident should show why GHA's proposed action is improper. The burden of proof will then be on GHA to justify the action or inaction proposed by it. The resident as well as GHA have the right to present oral or written evidence and arguments in support of their case and to refute the evidence of all witnesses on whose testimony the other party relies.

7-6.5. Transcription of Hearings.

Tape recordings or other verbatim records of the hearings are generally not allowed unless both the resident and GHA agree to create such records.

7-7. FINAL DECISION AND APPEALS.

7-7.1. Basis for the Hearing Decision.

The decision of the Hearing Officer shall be based solely and exclusively upon the facts presented at the hearing, and such documentary evidence as may be presented at the hearing or as may be contained in the resident's file, and upon applicable County and Federal regulations and requirements. The decision shall be issued, in writing, specifying the reasons thereof, within ten (10) calendar days after the hearing. Copies of the decision must be sent to the resident, and if applicable, to the resident's representative(s).

7-7.2. Modifications and Appeals of the Hearing Decision.

The decision of the Hearing Officer shall be binding upon the parties to the hearing unless the parties to the hearing are notified within fifteen (15)

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RESIDENTS' GRIEVANCE POLICY**

calendar days from the receipt of the decision by the Executive Director, Chair of the Board of Commissioners or other responsible representative ~~Deputy Executive Director for Housing Operations~~ that such decision violates Federal regulations or this Policy, specifying which regulation or selection of the Policy the decision violates. Should this be the case, the Hearing Officer shall amend the decision to comply with the regulations within ten (10) days of receipt of the notice. The resident may also appeal the decision of the Administrative Hearing Officer, or Hearing Panel within seven (7) days of the decision of the Administrative Hearing Officer. If the resident believes that the decision of the Hearing Officer is inappropriate, ~~the~~ resident may also appeal the decision to the Executive Director within seven (7) days of ~~the any~~ decision of the Hearing Officer. Any such appeal must be in writing and specify the reasons why the resident believes the appeal is contrary to GHA's policy or HUD regulations. ~~The~~ Generally, all appeals will be decided based on the documents in the file and live testimony will not be generally allowed. The Executive Director will issue a written decision within a reasonable period after consideration of the appeal.

7-8. EFFECT OF FINAL DECISION.

7-8.1. Executive Director's Rights.

A Hearing Officer decision shall be binding on GHA unless the Executive Director determines within fifteen (15) days, and promptly notifies the resident of her determination that the grievance does not: (i) concern GHA's action or failure to act in accordance with the resident's lease or GHA's regulations, policies and procedures which adversely affect the resident's rights, duties, welfare or status and therefore the Hearing Officer decision must be modified; (ii) or the decision is contrary to applicable Federal or Georgia Law, HUD regulations or requirements of the Annual Contributions Contract between HUD and GHA; or (iii) the decision is contrary to other policy concerns of GHA.

7-8.2. Final Decision's Affect on other Rights.

If the final decision is in favor of GHA, GHA shall be free to pursue its remedies and the resident may seek appropriate relief elsewhere. A final decision which is in favor of GHA or which denies the resident the action sought by the resident in whole or in part, shall not constitute a waiver of, nor affect in any manner whatsoever, rights the resident may have to a trial under Georgia Law subsequently brought in connection with the same subject matter.

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**SECTION 7
RESIDENTS' GRIEVANCE POLICY**

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SECTION 8

APPLICANT'S INFORMAL CONFERENCE PROCESS

8-1. RIGHT TO AN INFORMAL CONFERENCE.

Any applicant who disagrees with an adverse decision of GHA relating directly to the applicant, may have the decision reviewed as provided for in this Informal Conference Process.

8-2. PROCEDURE FOR REQUESTING AN INFORMAL CONFERENCE

8-2.1. Request for Hearing.

An applicant must make a written request to GHA's ~~Leasing/Applications~~ Central Office within ten (10) days from the date of the adverse notice or decision. Upon receipt of the written request, ~~AHA's~~ a representative of GHA who did not participate in the decision, an Administrative Hearing Officer, or designee, will generally hold an Informal Conference with the complaining applicant within thirty (30) calendar days.

8-2.3. Conducting the Hearing.

Present at the informal conference will be the GHA representative, or Administrative Hearing Officer, or designee, and the applicant and applicant's representative(s), not to exceed two (2) representatives.

A. Cancellation by the Applicant. If unable to attend, applicant must notify the Administrative Hearing Officer or a designated staff representative at least one (1) hour before the hearing time.

B. Failure to Attend/Lateness. If the applicant fails to attend at the hearing (with a "grace period" being 10 minutes after the set appointment), and fails to notify GHA within the time indicated above, the applicant's right to an Informal Conference will be forfeited.

C. Evidence and Witnesses. During the informal conference, the resident will have the right to offer evidence, question witnesses, present documentary evidence and be represented by an attorney or representative.

D. Taping or Verbatim Record of the Hearing. An applicant shall have no right to tape record or produce other verbatim record of the proceedings unless both the applicant and GHA agree to such taping or verbatim record.

SECTION 9

PET POLICY FOR RESIDENTS

GHA residents who desire to keep a pet (as later defined in this Pet Policy) in a GHA apartment, may only do so in strict accordance with the procedures set forth in this Pet Policy. All other residents are prohibited from keeping, harboring or feeding pets in their apartments, in their yards, around their apartment or in or around any GHA property.

9-1. APPLICABILITY.

This Pet Policy (“Policy”) is applicable for all GHA owned or managed communities that have been approved for common household pets.

9-2. DEFINITION OF COMMON HOUSEHOLD PET.

“Common household pet” or “pet” means an GHA recognized domesticated animal which, for purposes of this Policy, shall be confined to a dog, cat, bird or fish that is kept in the home for pleasure. The pet can not be used for any commercial purposes, and each pet must otherwise meet the requirements of this Pet Policy. Notwithstanding the foregoing, the term “Common household pets” or “pets” specifically excludes:

- **Birds of Prey.** Birds of prey or birds with an overly aggressive nature.
- **Overly Aggressive Cats.** Any cat with any overly aggressive nature or any cat with a known or suspected propensity, tendency or disposition to unprovoked attacks, or any cat which actually attacks, or threatens to attack, a resident, visitor, guest, management or maintenance representative, GHA staff member, or any GHA agent or contractor.
- **Fighting Dogs.** Any dog owned or harbored primarily, or in part, for the purpose of dog fighting, or any dog trained or training for dog fighting; or
- **Vicious Dogs.** Any vicious and/or intimidating dogs. The terms ‘vicious’ or ‘intimidating’ dog shall mean:
 - **Propensity for Unprovoked Attacks.** Any dog with a known or suspected propensity, tendency or disposition to unprovoked attacks that cause injury, or any dog that otherwise endangers the safety of human beings or domestic animals.
 - **Threatening Approaches to People.** Any dog which approaches any person in an apparent attitude of attack upon the streets, sidewalks or any community grounds or common areas.
 - **Attitude of Attack.** Any dog which, when unprovoked, in a vicious or

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PET POLICY***

terrorizing manner, approaches any person in an apparent attitude of attack upon the streets, sidewalks or any public grounds or places.

- **Dog Bite.** Any dog which bites, inflicts injury, assaults or otherwise attacks a human being or domestic animal with or without provocation on public or private property, including but not limited to, a bite which occurs inside of the resident's apartment.
- **Reasonably Endangers Others.** Any dog which actually or may reasonably endanger or threaten to endanger the safety of any resident, staff member, GHA contractor, GHA agent, management or maintenance representative, visitor or guest of or to an GHA community.
- **Prohibited Breeds of Dog.** Any dog of the pit bull, rottweiler, chow, or boxer breeds.
- **Prohibited Types of Birds.** Any pigeon, doves, mynah bird, psittacine bird, and birds of other species that are hosts of the organisms causing psittacosis in humans.

9-3. APPLICATION FOR PET PERMIT.

9-3.1. Application Submissions.

Prior to housing any pet in a GHA apartment, in a resident's yard, or on or about any GHA community, the resident shall apply to the GHA Central Office for a Pet Permit. The application must be accompanied by:

- A. Pet License.** A current animal or pet license or tag issued by the appropriate authority;
- B. Sprayed or Neutered.** Evidence that the pet has been sprayed or neutered as applicable; and
- C. Immunization Record.** Current shot record from the resident's veterinarian or the Spalding County Humane Society or other applicable county Humane Society evidencing that the pet has received current rabies and distemper inoculations or boosters, as applicable. The record must also attest that the animal has no communicable disease. This requirement will not apply to fish.
- D. General Law Compliance.** Such other evidence or documents as GHA may require to ensure that the keeping of the proposed pet is in accordance with applicable state and local public health, animal control, and animal anti-cruelty laws and regulations.

**SECTION 9
PET POLICY***

- E. Veterinarian Contact**. Name, address and telephone number of the veterinarian who will be providing regular care for the pet. This requirement will not apply to fish.
- F. Pet Policy Compliance**. Such other evidence or documents as GHA may require to ensure that the resident owns, or will own, the proposed pet and the keeping of the proposed pet is in accordance with GHA's Pet Policy and Procedures for GHA Residents.

9-3.2. Tag Requirement.

The Resident shall indicate and show the tag for the pet with an identifying number by the Humane Society in Spalding County or other applicable county Humane Society, or by a licensed veterinarian. Such tag is generally provided after a pet has received the appropriate inoculations. The pet's tag number along with the shot inoculation record shall be recorded at the Central Office and, if all other requests and conditions have been satisfied, and the pet's owner is issued a pet permit. Each pet owner is responsible for securing the identifying tag to the pet in such a way that the pet wears the tag at all times.

9-3.3. GHA Pet Permit.

The Pet Permit shall be completed as prescribed by the form and shall not be valid until it is signed by both the Resident and approved by GHA or designee.

9-4. PET APPLICATION FEE.

Each pet application shall be submitted with a non-refundable pet application fee of One Hundred and No/100 Dollars (\$100.00). The application fee will be used to offset the processing of the pet application, a photo, or otherwise distinct identification of the pet and the additional administrative requirements undertaken by GHA to administer this Pet Policy. Upon receipt of the One Hundred and No/100 Dollars (\$100.00) application fee, a member of the management staff will take a photo of the pet along with the pet's owner and place the photo or otherwise distinct identification in the resident's file.

9-5. PET DEPOSIT.

As a condition for approval of any pet application, each resident must satisfy the following pet deposit requirements:

9-5.1. Deposit Amounts.

Each resident desiring to keep a pet shall pay a pet deposit in the amount indicated below:

- A. Cat or Dog**. The pet deposit shall be \$325.00 for each cat or dog. This fee is collected in the event it is necessary to clean/replace carpets and/or

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floors, fumigate the apartment and/or common areas, replace tile, paint, repair window treatments, walls or doors, or other such repairs or replacements which are attributable to the pet being in the apartment. The amounts for each of these charges are contained on GHA's Authority Wide Maintenance Charges Schedule. Past experience has shown that such charges approximate \$350+.

B. Birds. The pet deposit shall be \$240.00 for all birds in the same cage. This fee is collected in the event it is necessary to clean/replace carpet, fumigate the apartment, paint, repair window treatments, walls and doors, or other such repairs or replacements which are attributable to the pet being in the apartment. The amounts for each of these charges are contained on GHA's Authority Wide Maintenance Charges Schedule. Past experience has shown that such charges approximate \$250+.

C. Fish/Aquariums. The pet deposit shall be \$160.00 for all fish in a single aquarium over five (5) gallon capacity. This fee is collected in the event it is necessary to clean/replace carpet and/or floors, paint, repair water damage if the aquarium should fall or break, or other such repairs or replacements which are attributable to the pet being in the unit. The amounts for each of these charges are contained on GHA Authority Wide Maintenance Charges Schedule. Past experience has shown that such charges approximate \$180+.

9-5.2. Refund of Pet Deposit.

GHA shall refund the unused portion of the pet deposit, after subtracting any damages to the apartment, to the resident within a reasonable time after the resident moves from the community or a reasonable time after the resident no longer owns or keeps a pet in the apartment.

9-5.3. Pet Deposits for Current Pet Owners.

Current pet owners, as of the effective date of this Policy (i.e., November __, 2004), who: (i) already reside in an GHA community, (ii) have a current and valid Pet Permit, (iii) have a financial hardship, and (iv) are in lease compliance, must pay the entire amount of the appropriate pet deposit and fee within a reasonable period, not to exceed eighteen (18) months, from the date of notification by the GHA's Central Office. Notwithstanding the application fee set forth in Section 9-4 of this Policy, any such current pet owner shall only pay a pet application fee of Fifty and No/100 Dollars (\$50.00) and may apply any application fee paid under the previous pet policy toward this reduced application fee. Resident must submit twenty percent (20%) of the appropriate pet deposit within sixty (60) days of the date the resident received notification of this pet deposit requirement from the Central Office or the date of the resident's application for a pet permit

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under this Pet Policy, whichever is earlier. The balance will be due in equal monthly payments over a reasonable period set by GHA. Such reasonable period shall not exceed eighteen (18) months.

9-5.4. Reasonable Accommodations Regarding Pet Deposits.

A resident who desires to keep a pet in an approved GHA community and who: (i) requires the pet as a part of treatment for a demonstrated and verified medical or psychological condition amounting to a disability or handicap, (ii) has a financial hardship, and (iii) is in lease compliance, may request a reasonable accommodation with respect to the pet deposit or application fee. Upon the verification of the medical, psychological condition which amounts to a disability/handicap, GHA may reasonably accommodate the payment of the pet deposit and/or fee by allowing payment over a period of months, not to exceed fourteen (14) months, from the date of application. Any such resident must pay an initial payment of Fifty and No/100 Dollars (\$50.00) toward the application fee, with the balance of the application fee due in equal monthly installments over the next sixty (60) days. Moreover, such resident must submit twenty percent (20%) of the appropriate pet deposit at the time of application. The balance will be due in equal monthly payments over a reasonable period set by GHA. Such reasonable period shall not exceed fourteen (14) months.

9-5.5. Adjustments to the Pet Deposit Amounts.

GHA shall adjust the Pet Policy Deposit requirements in accordance with HUD regulations and the managerial needs of GHA, periodically. If an increase in the amount of the Pet Deposit is warranted, residents shall be notified, by letter, as to the amount and the effective date of the increase. The increased amount may be paid in full or in two monthly installments.

9-6. RULES AND REGULATIONS.

9-6.1. Number of Pets Allowed:

No head of household, family member or other occupant of GHA apartments shall own or keep in their apartments or on any property owned by GHA more than:

- A. one (1) dog;
- B. one (1) cat;
- C. two (2) aquariums;
- D. one (1) bird cage containing not more than two (2) birds;
- E. a combination in the aggregate of not more than: (i) one (1) dog or one (1) cat, and one (1) aquarium; or (ii) one (1) bird cage containing not more than two (2) birds and one (1) aquarium.

For purposes of this Pet Policy, fish in a single approved aquarium shall

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constitute one (1) pet. Also, no more than two (2) birds in a single cage constitute one (1) pet.

9-6.2. Applicability of Rules and Regulations to Service Animals.

There shall be no charge for registration of "Seeing Eye" dogs while used as such by any blind person, provided that an affidavit of such services is filed with GHA and that such dog shall be vaccinated in compliance with The Spalding County Animal Control Ordinance or any applicable County or City ordinance, rule, or regulation. All "Seeing-Eye" dogs, although, not technically a "pet" shall adhere to all of the Rules and Regulations set forth in this Pet Policy with exception of the rule regarding weight limitations of a "pet".

9-6.3. Rules and Regulations Related to all Pets.

A. Only Permitted Pets. The only permitted pets in and about GHA communities are GHA recognized domesticated dogs, cats, birds who are kept in approved bird cages, and fish who are kept in approved aquariums.

B. Pet Disturbances. Residents shall not allow their pet(s) to disturb, interfere or diminish the peaceful enjoyment of other residents. The terms "disturb, interfere and diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities. Moreover, residents shall not permit their pets to become a nuisance. Any dog is declared a public nuisance, if such dog:

1. Complaint Verification. Seriously disturbs a person or neighborhood by loud, frequent barking or howling. Generally, no management action will be taken against any person unless the complainant executes an affidavit indicating that he or she will testify in court concerning such disturbance when notified of the date and time the matter is set for trial.

2. Threatening Circumstances. Threatens or causes a condition which endangers public health.

C. Unattended Pets. If pets are left unattended for a period of twenty-four (24) hours or more, GHA may enter the resident's apartment, remove the pet and transfer it to the proper authorities, subject to the provisions of Georgia state law and pertinent local or county ordinances. GHA accepts no responsibility for the animal under such circumstances. GHA will charge the resident of the unattended pet a fee for the removal of the pet. Moreover, any pet found outside of an apartment unattended by the pet's owner or keeper will be considered a stray animal and placed in the custody of the Spalding County

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Animal Control Center, or other animal control facility, contractor or agent.

- D. No Alterations.** Residents shall not alter their apartment, patio or apartment area in order to accommodate a pet without the express permission of GHA.
- E. Damages/Cleaning.** Residents are responsible for all damages caused by their pets, including the cost of cleaning or replacement of carpets, floors, doors, walls, ceilings, cabinets, window coverings and/or the fumigation of apartments or common areas.
- F. Feeding Stray Pets.** Residents are prohibited from feeding or harboring stray or homeless animals. The feeding of stray or animals or otherwise supporting stray or homeless animals, shall constitute having a pet without the written permission of GHA and may subject the resident to lease termination.
- G. Litter/Offspring.** Should a resident's pet give birth to a litter or offspring, the resident shall remove all animals within ten (10) days. In the case of a dog or cat pet, resident shall re-neuter the dog or cat and provide proof to GHA. Should another resident wish to keep one of the litter or offspring, that resident must show a current license and shot record for the new pet, must pay the appropriate pet deposit, and must comply with all other aspects of this Pet Policy.
- H. Alternative Custodian.** Each resident who has an approved pet must identify an alternate custodian of the pet in the event of resident illness or other significant absence from the dwelling unit. The alternative custodian can not be another resident of GHA unless during such times of resident illness or other significant absence from the dwelling unit, the pet is physically housed in a non-GHA location. The identification of an alternate custodian must generally occur prior to GHA's issuance of a Pet Permit.
- I. Non-resident Owned Pets.** Pets that are not owned by a resident shall NOT be kept on a temporary basis.
- J. Nuisance.** Pets must not be allowed to go onto the property of others and shall not constitute or become a nuisance to the pet owner's neighbors or neighbors to GHA's communities.
- K. Interference with GHA's Operations.** Pets must not hinder, interfere with, threaten or harass GHA staff members, agents, contractors,

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management or maintenance representatives, or service providers in the performance of their duties including but not limited to: (i) routine, non-routine and emergency maintenance in and about resident's apartment; (ii) energy upgrades; (iii) building improvements; and (iv) routine and non-routine pest extermination or control activities; routine and non-routine delivery of supportive or other services. In no event may a resident refuse to allow GHA to perform such services due to the presence of a pet. Moreover, in no event shall GHA or any of its management or maintenance representatives be responsible if a pet inadvertently comes out of or escapes from a confined area during a management or maintenance representative visit to an apartment.

- L. Surgical Procedures.** Pets are not allowed who have been subjected to a surgical procedure, such as de-barking or de-clawing, that is typically performed as a substitute for correcting environmental deficiencies and providing proper supervision, or that can render the animal abnormally aggressive.

9-6.4. Rules Regulations Related to Dogs and Cats.

- A. Weight.** The weight of a dog or cat shall not exceed 30 pounds (adult size). "Seeing-Eye" dogs which are actually used as a service animal, pursuant to Section VI (B), are exempt from this rule.
- B. Sprayed or Neutered.** All dogs and cats two (2) months or older must be spayed or neutered, as applicable.
- C. Dangerous Dog.** Any dog that bites, attacks or endangers the safety of humans without provocation is classified as a potentially dangerous dog. The owner of such a dog is subject to revocation of his/her pet permit, a fine, and/or legal action. A dog is **not** considered potentially dangerous or dangerous if it bites a person:
 - 1. Attacking Owner.** When its owner is being attacked by the person who is bitten;
 - 2. Trespassers.** Who is a willful trespasser on the property of the owner or who is committing another tort or crime; or
 - 3. Tormentors/Abusers.** Who has tormented or abused the dog and such torment or abuse is documented.
- D. Location of Dogs and Cats.** Dogs and cats shall remain inside the resident's unit. No animals shall be permitted to be loose in lobby areas, laundromats, community rooms, yards or other common areas of the community.

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E. Dogs in Common Areas or on the Grounds. Residents may not allow dogs to go outside unless the dog is securely leashed with a leash no longer than four to six feet in length. It shall be the absolute responsibility of every owner, possessor or person who keeps any dog to prevent it from running at large upon sidewalks, vacant lots, or anywhere in the community. A dog shall be deemed to be running at large when off or away from the premises of the owner or keeper, or under the actual physical control by means of a leash, cord or chain. Dogs may not be leashed, chained, tethered or otherwise secured to any inanimate object such as trees, posts, buildings, cars, etc.

F. Licensing. Dogs and cats must be licensed yearly by a licensed veterinarian or the Spalding County Humane Society or other county Humane Society. Residents must show proof of annual rabies and distemper booster inoculations.

G. Litter Boxes. Residents must provide litter boxes for cat waste, which must be kept in the dwelling unit. Residents shall neither allow refuse from litter boxes to accumulate nor to become unsightly or unsanitary.

H. Pet Waste. Residents are solely responsible for cleaning up pet droppings and waste, if any, inside and outside the apartment and/or on the community's grounds. Droppings and waste must be disposed of by being placed in a bag and then placed in a dumpster/container. Residents in violation will be subject to a minimum maintenance fee charge of Twenty-five dollars (\$25.00) for each offense.

9-6.5. Rules and Regulations Related to Birds.

A bird cage cannot be larger than 18 inches by 18 inches by 30 inches (18" x 18" x 30"). Birds must fit inside of the cage.

9-6.6. Rules and Regulations Related to Fish.

An aquarium cannot be larger than ten (10) gallons and must be watertight.

9-7. PET PERMIT RENEWAL.

The Pet Permit shall be renewed at the annual reexamination for each resident that keeps a pet in his or her dwelling unit. Copies of current pet inoculations shall be required during reexamination. GHA Management will bring expired pet permits to the attention of the pet owners by written notice allowing the pet owner a grace period of fifteen (15) days to provide the Central Office with a current certificate of appropriate inoculations. Resident pet owners who do not have a

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current Pet Permit after being extended a fifteen (15) day grace period are in violation of their dwelling lease and must remove the pet or be subject to lease termination.

9-8. ANNUAL PET INSPECTIONS.

At least once each year, each apartment which has a pet will be subject to an inspection by GHA to determine what damage, if any, has occurred in the apartment as a result of the pet's or pets' presence in the apartment. Should GHA determine that damage to the apartment has occurred, GHA shall provide a listing of the damages and charge the resident for the repair of the damages. Such charges shall be paid by the resident when due (i.e., generally the first day of the second month after notification of the charge). Should the resident fail or refuse to pay the charges when due, such failure or refusal shall be grounds for revocation of the pet permit and for lease termination.

9-9. REVOCAION OF PET PERMIT

The privilege of maintaining a pet in an GHA apartment shall be subject to the rules set forth above. This privilege shall be revoked at any time, subject to GHA's Grievance Procedures, if the animal becomes destructive, creates a nuisance, represents a threat to the health, safety and/or security of other residents.

9-10. AMENDMENTS TO THE PET POLICY

GHA reserves the right to amend this Pet Policy as it deems necessary to protect and enhance the GHA communities.

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SECTION 10

FRAUD AND MISREPRESENTATION

10-1. PURPOSE.

This section explains the consequences of misrepresentation and falsification of any application, reexamination or transfer related information by applicants or residents.

10-2. GEORGIA LAW PROHIBITIONS.

Under Georgia law:

Any person who obtains or attempts to obtain or who establishes or attempts to establish eligibility for, and any person who knowingly or intentionally aids or abets such person in obtaining or attempting to obtain or in establishing or attempting to establish eligibility for, any public housing or a reduction in public housing rental charges or any rent subsidy to which such person would not otherwise be entitled, by means of a false statement, failure to disclose information, impersonation, or other fraudulent scheme or device shall be guilty of a misdemeanor. O.C.G.A. §16-9-55.

The maximum penalty for a misdemeanor in the state of Georgia is a jail sentence of up to one (1) year, or a fine of \$1,000,00 or both.

10-3. FEDERAL LAW PROHIBITIONS.

Under Federal law:

Any person who knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both. 18 U.S.C. §1001.

10-4. APPLICANT AND RESIDENT CERTIFICATION.

10-4.1. Warning on Applications.

Initial applications and applications for continued occupancy for the Public Housing Program shall contain a warning that falsification of information is punishable under State and Federal Law.

10-4.2. Consequences of Misrepresentation and Fraud.

GHA shall consider the misrepresentation of income and/or family status

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FRAUD OR MISREPRESENTATION**

and/or any other significant information to be a serious lease and policy violation as well as a crime and shall take appropriate action if fraud or misrepresentation is discovered. Specifically:

- A. Applicant Misrepresentation/Fraud.** An applicant family who has made misrepresentations of income or family status shall be declared ineligible for housing assistance. A resident family who has made misrepresentations of income, transfer or family status shall be subject to both eviction and being declared ineligible for future housing assistance.
- B. Resident Misrepresentation/Fraud.** If an examination of a resident's file discloses that the resident made any misrepresentations (at the time of admission or during any previous reexamination) which resulted in the applicant/resident being classified as eligible when, in fact, the applicant/resident was ineligible, the resident shall be required to vacate the apartment unit, even though the resident may be currently eligible.

If it is determined that the resident's misrepresentations resulted in paying a lower rent than should have been paid, the resident shall be required to pay the difference between rent owed and the amount that should have been paid. GHA reserves the right to demand full payment within seven (7) days.

- E. Reporting Offenders to Appropriate Authorities.** GHA may report apparent cases of applicant/resident fraud to the appropriate governmental agency. It is the policy of GHA to cooperate with Federal, State, County or local authorities in prosecuting cases which, in the GHA's judgment, appear to be willful or deliberate misrepresentation.

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SECTION 11
ACCESSIBILITY POLICY
(November 10, 2004)⁶

11-1. OVERVIEW.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. §794, *et. seq.* ("Section 504"), requires all agencies receiving federal financial assistance (e.g., public housing and some privately-owned housing) to adopt appropriate measures to allow individuals with disabilities to participate in and benefit from programs and activities administered by such agencies to the same extent as participants without disabilities. The Americans with Disabilities Act of 1990, 42 U.S.C.A. §12101-12213 ("ADA") also addresses, among other things, accessibility requirements in public accommodations for persons with disabilities.

The Housing Authority of the City of Griffin ("GHA") receives federal financial assistance for all of its major programs and is therefore subject to Section 504 and ADA. Moreover, GHA is committed to the goals of these and related statutes and regulations and desires to highlight that commitment, to the largest extent possible, with the adoption of this policy on access to GHA facilities and programs (the "Accessibility Policy").

11-2. GENERAL POLICY STATEMENT.

GHA shall use reasonable efforts to assist individuals with disabilities who are applicants, residents of GHA communities, GHA employees and visitors to GHA offices and communities to participate in GHA programs on the same basis as individuals who do not have such disabilities. GHA will make reasonable and necessary accommodations for individuals with disabilities so that each such individual may participate in a meaningful manner, and benefit from, all GHA-sponsored programs and activities. These reasonable accommodations shall extend to GHA's applications procedures, program participation and facilities enhancement activities. GHA also has the goal of achieving, to the extent possible, an enhanced level of visitability to its properties and renovated units of GHA property which are not otherwise subject to ADA or Section 504 requirements.

11-3. KEY DEFINITIONS.

For the purposes of the Accessibility Policy the terms "Disability" and "Reasonable Accommodations" shall have the following meanings:

⁶This Accessibility Policy was originally approved by the Board of Commissioners of The Housing Authority of the City of Griffin, at its November 10, 2004 Regular Meeting.

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ACCESSIBILITY POLICY**

11-3.1. Disability.

“Disability” shall mean an individual with disabilities who (i) has a physical or mental impairment that substantially limits one or more major life activities; (ii) has a record of impairment such as a history of a disability or misclassification as having a disability; or (iii) is regarded as having an impairment (i.e., a reasonable person treats the person as if he or she has an impairment whether or not the person actually does). Any such disability must adversely impact the individual’s ability to fully participate in the GHA program or activity. The term “disability” shall also encompass the term “handicapped individual” which includes any individual who (i) has a physical or mental disability which for such individual constitutes or results in a substantial handicap to employment and (ii) can reasonably be expected to benefit in terms of employability from vocational rehabilitation services provided pursuant to subchapters I and II of the Rehabilitation Act of 1973, as amended and the further definitional provisions set forth in 29 U.S.C. §706(7)(A) and (B). The term “disability” shall also encompass the term “Individual with Handicaps” and “Qualified individual with handicaps” as those terms are defined in 24 C.F.R. §8.3.

11-3.2. Reasonable Accommodations.

“Reasonable Accommodations” shall mean those accommodations and reasonable adjustments GHA may make to allow individuals with disabilities to enjoy the benefits of GHA programs and activities. An accommodation or adjustment is not a “reasonable accommodation” if it is unduly costly or burdensome or one where the benefit of the proposed accommodation does not enhance the ability of the individual with the disability to fully participate in the GHA program or activity.

11-3.2. Visitability.

“Visitability” shall mean the efforts GHA will make to provide disabled residents and visitors, to the extent feasible and practicable, with the maximum potential for community interaction by meeting an increased level of access to such disabled residents and visitors. In meeting this increased level of access, GHA will facilitate upgrades of entrances at grade and interior door width and clearance concerns. GHA shall have a goal of increasing, to the extent feasible, and as budgetary funds allow, the reasonable “visitability” categorization of its properties undergoing substantial rehabilitation which are not otherwise subject to the provisions of Section 504 or ADA.

11-4. AREAS AFFECTED BY THE ACCESSIBILITY POLICY

GHA contemplates making reasonable accommodations for the benefit of disabled individuals who visit, work or live on GHA properties. The Accessibility Policy shall impact on and be applied to, all of GHA physical and programmatic

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ACCESSIBILITY POLICY**

areas, including, but not limited to, the following GHA programs and activities:

11-4.1. Pre-employment and Employment Activities.

GHA shall assist all applicants, upon the applicants' request, in the pre-employment application process. GHA shall use its best efforts to make reasonable accommodations for its current employees with disclosed disabilities so that such individuals may perform their duties as fully as employees without disabilities.

11-4.2. Program Participation Activities.

GHA shall assist all applicants in the application process for the public housing, the special housing and other programs. GHA shall request, orally or via the written pre-application process, each applicant to identify any special needs which the applicant may have which would impact his or her ability to fully participate in GHA's programs. GHA shall use reasonable efforts to make reasonable accommodations for its residents or program participants who disclose a disability to GHA.

11-4.3. Facilities Enhancement Activities.

To the greatest extent feasible, an GHA staff person shall be assigned to facilitate compliance with the design and construction requirements for new construction and for renovation and rehabilitation set forth in the U.S. Department of Housing and Urban Development regulations, so that individuals with disabilities may have greater access to common-use areas such as building lobbies, lounges, halls and corridors, elevators and public use restrooms.

11-4.4. Individual Units.

To the greatest extent feasible, an GHA staff person shall be assigned to facilitate compliance with the design and construction requirements for new construction and for renovation and rehabilitation set forth in the U.S. Department of Housing and Urban Development regulations, so that individuals with disabilities may have greater access into and through individual dwelling units. To the extent feasible, GHA shall also assign disabled families to GHA units already equipped to meet the needs of a disabled family and shall not isolate or segregate such participants.

11-4.5. Assistance Upon Request/Notice.

Any reasonable accommodation made by GHA shall be at the request of the disabled family. While GHA may ask, pursuant to this Policy, whether an applicant, resident, or participant needs assistance in obtaining the full benefits of an GHA program or activity, GHA shall not be under an obligation to "discover" an applicant's, resident's or participant's disability, or assume the presence of any such disability. To the extent a disability is

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ACCESSIBILITY POLICY**

disclosed to GHA, GHA shall allow the applicant, resident or participant to bring or utilize third parties to assist the applicant, resident or participant to receive the full benefits of an GHA program or activity. Such participation by third parties may include, but not be limited to, a sign language interpreter obtained by the applicant or resident for a hearing or attending a meeting at an GHA facility. Any compensation for such third parties shall be borne by the applicant, or resident. GHA may also install a TDD telephone system for the benefit of hearing impaired applicants to the public housing.

11-4.6. Documentation of Disability.

GHA may also require any applicant, or resident who claims that a disability adversely impacts his or her ability, although otherwise qualified, to participate in an GHA program or activity to provide GHA with documentation from a medical doctor substantiating the disability and suggesting reasonable accommodations which GHA may consider employing.

11-5. IMPLEMENTATION OF THE ACCESSIBILITY POLICY

The Executive Director or her designee(s) shall be responsible for implementing the Accessibility Policy and its goals and shall direct the heads of all GHA departments to conduct a thorough review of their policies and procedures to ensure that they are complying with the letter of Section 504, ADA and GHA's visitability goals. Further, the Executive Director may enact such other policies or plans as may be necessary or advisable to carry out the letter and spirit of the Accessibility Policy without the further vote or approval of the Board of Commissioners.

11-6. EFFECTIVE DATE AND AMENDMENTS

The effective date of the Accessibility Policy shall be November 10, 2004. The Executive Director may amend or modify this Accessibility Policy at any time, provided that such amendments or modifications do not amount to a material change in the basic tenets of the Policy, without a vote by the Board of Commissioners.

11-7. REPORTING GOALS

The Executive Director shall make periodic reports to the Board of Commissioners on GHA's efforts to meet the goals of Section 504, ADA and similar statutes and State and local building codes and the goals expressed in this Accessibility Policy.

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ACCESSIBILITY POLICY**

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SECTION 12

DEFINITION OF TERMS

The definitions listed below shall have the same meaning throughout this Policy notwithstanding the fact that the defined words may or may not be in uppercase.

12-1. ADJUSTED INCOME.

This is the Annual Income (as determined by GHA) of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions:

- A. \$480 for each dependent; and
- B. \$400 for any elderly family; and
- C. The sum of the following, but only to the extent the sum exceeds three percent of annual income: (i) unreimbursed medical expenses of any elderly family or disabled family; and (ii) unreimbursed reasonable attendant care an auxiliary apparatus expenses for each member of the family who is a person with a disability, to the extent necessary to enable any member of the family (including the member with a disability) to be employed. Generally this deduction should not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the Disabled Person; and
- D. The amount of any earned income of a family member (other than the family head or spouse) who is not 18 years of age or older.
- E. Reasonable child care expenses (see Section 12-3, below) necessary to enable a member of the family to be employed or to further his or her education.
- F. Any other deductions from annual income as GHA may establish during any special initiatives, special leasing incentives or any other programs GHA may establish to reduce vacancies in any of its communities or to further its economic deconcentration goals.
- G. Any other deductions from annual income as HUD may establish and mandate, from time to time.

12-2. ANNUAL INCOME.

Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, 18 years of age and older, including all net income derived from assets to which any member of the family has access, for the 12 month period following admission or the effective date of the annual reexamination

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exclusive of income that is temporary, nonrecurring or sporadic as defined herein. Annual income also means all amounts, monetary or not, which go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member and any income which is not specifically excluded in paragraph (b) of this section. If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.

A. Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages, salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services;
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or other tangible assets from the operation of a business or profession will be included in the calculation of income, except to the extent the withdrawal is a demonstrated reimbursement of cash or assets invested in the operation by the family;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or other tangible assets from the operation of a business or profession will be included in the calculation of income, except to the extent the withdrawal is a demonstrated reimbursement of cash or assets invested in the operation by the family. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is a demonstrated reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts; excluding the

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deferred periodic payments of Social Security Insurance and Social Security benefits which are received in a lump sum;

5. Payments in lieu of earnings, such as unemployment and disability compensation, workers compensation and severance pay (but see Section 2-2 (B)(2), below);
6. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
7. All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse, (see Section 2-2(B)(7), below):
 - a. The amount of reduced welfare income that is disregarded specifically because the family engaged in fraud or failed to comply with an economic self-sufficiency or work activities requirement.
 - b. If the amount of a welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: (i) the amount of the allowance or grant exclusive of the amount specially designated for shelter or utilities; plus (ii) the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities.
10. Any earned income tax credit to the extent that it exceeds income tax liability.
11. Such other income as may be specified in appropriate HUD regulations, including but not limited to 24 C.F.R. §5.609(b).

B. Annual income does not include the following:

1. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
2. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workers compensation), capital gains and settlements for personal or property losses (but see Paragraph (A)(5) above);

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3. Amounts received under a resident service stipend;
4. Amounts received by the Family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a Live-in Aide, as defined in *24 C.F.R. §5.403* (also see §2-30);
6. Amounts of student financial assistance paid directly to the student or to the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Amounts received under training programs funded by HUD;
9. Amounts received by a Disabled Person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
10. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (e.g., special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
11. Temporary, nonrecurring or sporadic income, including gifts;
12. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
13. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding head of household and spouse);
14. Adoption assistance payments in excess of \$480 per adopted child;
15. Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts;
16. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the unit;
17. Amounts paid by a State agency to a family with a member who has a

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developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;

- 18.** Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. A notice will be published in the Federal Register and distributed to GHA by HUD identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. Said updates shall be incorporated by reference herein. Some benefits that currently qualify for the exclusion include:
- a.** Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (*42 U.S.C. §4636*);
 - b.** The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (*7 U.S.C. §2017(b)*);
 - c.** Payment to volunteers under the Domestic Volunteer Service Act of 1973 (*42 U.S.C. §5044(g) 5058*);
 - d.** Payments received under the Alaska Native Claims Settlement Act (*43 U.S.C. §1626(a)*);
 - e.** Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (*25 U.S.C. §459(e)*);
 - f.** Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (*42 U.S.C. §8624(f)*);
 - g.** Payments received under programs funded in whole or in part under the Job Training Partnership Act (*29 U.S.C. §1552(b)*);
 - h.** Income derived from the disposition of funds of the Grand River Band of Ottawa Indian (Pub. L. 94-540, 90 Stat. 2503-2504);
 - i.** The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (*25 U.S.C. §§1407-1408*) or from funds held in trust for an Indian tribe by the Secretary of the Interior (*25 U.S.C. §117*);

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- j. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 that are used to cover the cost of attendance at an educational institution (See *24 C.F.R. §§215.1(c)(6), 236.3(c)(6), 813.106(c)(6), and 913.106(c)(6)*);
 - k. Payments received from programs funded under Title V of the Older Americans Act of 1965 (*42 U.S.C. §3056(f)*);
 - l. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
 - m. Payments received under the Maine Indian Claims Act;
 - n. The value of child care under the Child Care and Development Block Grant Act of 1990;
 - o. Earned income tax credit refund payments;
 - p. Payments for living expenses under the AmeriCorps Program; and
 - q. Payments made under the United States Department of Health and Human Services' Low-Income Energy Assistance Program.
19. Such other income as may be specified in appropriate HUD regulations, including, but not limited to, *24 C.F.R. §5.609(c)*.
20. Income received for twelve 12-months as a result of the employment of a family member who was previously unemployed for one or more years or within the past six (6) months was a recipient of temporary ~~assistnace~~assistance for needy families ("TANF"), and who has met the other criteria outlined in *24 C.F.R. §5.612(a)* and in GHA's procedures implementing HUD's Self-Sufficiency incentives. Such requirements and procedures include, but are not limited to, the requirements that the resident report the employment in a timely manner (i.e., within ten (10) days of the date of beginning employment) and the resident not otherwise be participating in any Individual Savings Account Program GHA may implement pursuant to *24 C.F.R. §5.612(c)*.
21. Fifty percent (50%) of the income received from the continuation of the employment set forth in Section 12-2(B)(20), above, for a 12-month period following the expiration of the 12-month period of Section 2-2(B)(20), above, in accordance with the other criteria outlined in *24 C.F.R.*

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§5.612(b) and in GHA's procedures implementing HUD's Self-Sufficiency incentives. Such requirements and procedures include, but are not limited to, the requirement that the resident not otherwise be participating in any Individual Savings Account Program GHA may implement pursuant to 24 C.F.R. §5.612(c).

22. Principal and interest in any individual savings account of a resident participating in any Individual Savings Account Program GHA may implement pursuant to 24 C.F.R. §5.612(c).

C. Annualization of Shorter Period Income.

If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.

12-3. CHILD CARE EXPENSES.

These are the amounts anticipated to be paid by the family for the care of children under 13 years of age during the period of which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

12-4. DATE AND TIME.

A local or ranking preference where an applicant on the Public Housing waiting list is selected by date and time of application or pre-application. In the case of a lottery, the date and time of application may be computer generated and assigned.

12-5. DEPENDENT.

A member of the family household (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

12-6 DESIGNATED HOUSING.

A community, communities, or a portion of a community or communities that has been designated in accordance with 24 C.F.R. Part 945.

12-7. DISABLED FAMILY.

A Family whose head or spouse, or sole member, is a Disabled person. It may include two or more Disabled persons living together, or one or more Disabled persons living with one or more Live-in aides.

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12-8. DISABLED PERSON.

A Disabled Person or an individual with disabilities means any person who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. It shall also include a person who is defined as an "Individual with disabilities" pursuant to 24 C.F.R. §9.103. A Disabled Person may also have a disability as defined in Section 223 of the Social Security Act, or have a developmental disability as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. §6001(5)).

12-9. DISPLACED FAMILY AND DISPLACED PERSON.

A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

12-10. DOMESTIC VIOLENCE.

Domestic violence means actual or threatened physical violence of a recent or continuous nature directed against one or more members of the applicant family by a spouse or other member of the applicant's household.

The applicant must certify that the person who engaged in such domestic violence will not reside with the applicant family unless the GHA has given advance written approval. If the family is admitted, GHA may deny or terminate assistance to the family for breach of this certification.

12-11. DRUG-RELATED CRIMINAL ACTIVITY.

Any criminal activity which involves the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

12-12. ELDERLY FAMILY.

A Family whose head or spouse, or sole member, is an Elderly person. It may include two or more related Elderly persons living together, or one or more Elderly persons living with one or more Live-in aides.

12-13. ELDERLY PERSON.

A person sixty-two (62) years of age or older. In GHA's sole discretion, and from time to time, this designation may also refer to a near-elderly person who is fifty (50) years of age or older, or any age demarcation of persons in this range (e.g., persons 55 – 61 years old, etc.).

12-14. ELIGIBILITY INCOME.

This is the amount (i.e., Annual Income) which is compared to the HUD approved Income limits to determine if an applicant family is eligible for admission to the

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housing program.

12-15. EXTREMELY LOW-INCOME FAMILY.

A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

12-16. FAMILY.

A Family is two or more people related by blood, marriage (whether by ceremony, appropriate state official or recognized common law), legal adoption or temporary custody who will be living in the same dwelling unit. A Family also includes but is not limited to: (i) an Elderly Family; (ii) a Disabled Family; (iii) the remaining unmarried member of a resident family; (iv) a displaced family; and (v) ~~any~~ any other single person who is eighteen (18) years of age or older, and who is not an Elderly Family, disabled, handicapped, displaced or the remaining member of a resident family.

12-17. FAMILY INCOME.

Family Income means the Adjusted Income on which rent is based. It is Annual Income less deductions authorized by Federal guidelines.

12-18. FAMILY SELF-SUFFICIENCY.

Family Self-Sufficiency program means any approved program established by GHA to promote economic or social self-sufficiency among a participating family, including the provision of supportive services to these families, as authorized by Section 23 of the U.S. Housing Act of 1937. A family achieves self-sufficiency for purposes of this definition when the family's annual income is such that the family is no longer receiving Section 8, public or Indian housing assistance, or any Federal, State or local rent or home ownership subsidies or welfare assistance.

12-19. FEDERAL PREFERENCES.

These were preferences previously required by HUD for the admission of low-income, very low-income, and extremely low-income persons into public housing. Currently, there are no federal preferences. This definition shall apply, however, to such Federal preferences which may be, from time to time, set forth by HUD, which preferences, if any, are incorporated by reference herein.

12-20. FLAT RENT.

This is the amount of tenant rent based on the market value of the apartment, as determined by GHA. The flat rent is designed to encourage self-sufficiency and to avoid creating disincentives for continued resident by families who are attempting to become economically self-sufficient. GHA has established its flat rents after determining the market value of each unit and using a comparability study and will periodically review its flat rents, at least, every three (3) years.

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12-21. FULL-TIME STUDENT.

A person carrying a subject load that is considered full-time for students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

12-22. HANDICAPPED OR DISABILITY ASSISTANCE EXPENSE.

Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled family member and that are necessary to enable a family member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

12-23. HATE CRIMES.

Hate crime means actual or threatened physical violence or intimidation of a recent or continuing nature that is directed against a person or his property and that is demonstrably based on the person's race, color, religion, sex, national origin, handicap or familial status.

12-24. HEAD OF HOUSEHOLD.

The family member who is held responsible and accountable for the family and normally considered to be the lessee. For purposes of the Local Preference of "Working Family" (see Section 12-53) *only*, the term "head of household" shall also include the spouse of the family member who is normally considered to be the lessee.

12-25. HOMELESS FAMILY.

Any individual or family who:

A. Lacks a fixed, regular, and adequate nighttime residence; and

B. Has a primary nighttime residence that is:

1. A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
2. An institution that provides a temporary residence for individuals intended to be institutionalized; or
3. A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

C. A homeless family does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State, County or Local Law.

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12-26. INCOME-BASED RENT.

This is the amount of rent a resident must pay to GHA for the rental of an apartment based on the family's income, as determined by GHA, and GHA's rent policies, which may specify a percentage of family income, a schedule of amounts, or some other feasible system. Currently, GHA calculates rent, using this method, at up to thirty (30) percent of the adjusted family income. GHA may use such higher amount as HUD may, from time to time, allow. The Income-Based rent however, can not exceed Total Resident Payment.

12-27. INCOME FOR ELIGIBILITY.

Generally, no family other than a low-income family shall be eligible for admission to ~~aan~~ GHA's Public Housing Program, unless otherwise determined by HUD. HUD has determined that, at least, forty (40) percent of the new admissions to the Public Housing Program in any fiscal year must be extremely low-income families except as "credited" under the provisions of 24 C.F.R. §5.607(a)(2)(ii).

12-28. INCOME LIMITS.

Income limits are those published by HUD, from time to time, for admission of Low-Income, Very Low-Income and Extremely Low-Income families to federally subsidized housing communities. These income limits are incorporated by reference herein, subject to the provisions set forth in Section 12-26, above.

12-29. INCOME RANKING PREFERENCE.

A Local ranking Preference of GHA which utilizes income in the selection of applicants for specifically designated communities. This ranking preference is designed to maintain or develop a resident group, in each designated community, which promotes a balanced socioeconomic mix and fiscal stability amongst the communities and avoids concentrations of the most economically deprived families with serious social problems or concentrations which adversely impact GHA's economic deconcentration strategies. GHA may also select applicants that will produce a mix of incomes in the communities in an effort to deconcentrate poverty and to bring a mix on incomes into the communities in furtherance of GHA's Annual or 5-Year Plan.

12-30. INDIVIDUAL WITH HANDICAPS.

This definition refers to an Individual with Handicaps and Qualified Individual with Handicaps is a person under Section 504 of the Rehabilitation Act and is an individual with handicaps means any person who has: (a) a physical or mental impairment that : (i) substantially limits one or more major life activities; (ii) has a record of such an impairment; or (iii) is regarded as having such an impairment.

12-31. INTERIM ADJUSTMENTS OR RE-DETERMINATION OF RENT.

Changes of rent between a Resident's admission and reexamination, or between

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reexamination and the next succeeding reexamination.

12-32. LIVE-IN-AIDE.

A person who resides with an Elderly, Disabled, or Handicapped person or persons and who: (i) is determined to be essential to the care and well-being of the person; (ii) is not obligated for the support of the person(s); (iii) would not be living in the unit except to provide the necessary supportive services; (iv) can reasonably provide the services indicated by resident's physician; and (v) satisfies GHA's suitability requirements (including, but not limited to, a satisfactory criminal history report). A live-in aide may be employed but the employment may not be of such a nature, duration or intensity that the live-in aide is not reasonably available to perform the services indicated as necessary by the medical documentation submitted by the resident to support the need for a Live-in Aide. A Live-in Aide is not listed on the lease and cannot become a remaining family member for continued occupancy purposes. Moreover, the Live-in Aide's income is not counted in determining the family's income. (See Section 12-2(B)(5)).

12-33. LOCAL PREFERENCE.

A preference GHA has adopted, or may adopt in the future, which is used to establish a system for admitting or selecting families for assistance to its Public Housing and/or Section 8 Programs that provides preference to families having certain characteristics. Such Local Preference categories adopted by GHA have been designed to attain the federally mandated goal of achieving a resident body in each community that is composed of families with a broad range of incomes and avoiding concentrations of the most economically deprived families with serious social problems. The Local Preferences also are based on local housing needs and priorities, as determined by GHA. GHA has determined that its Local Preferences shall include the following: Working Head of Household (see Section 12-54), Income Ranking Preference (see Section 12-28) ranked by Date and Time (see Section 12-4).

12-34. LOW-INCOME FAMILY.

A family whose annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

12-35. MEDICAL EXPENSES.

Those medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

12-36. MINIMUM RENT.

The minimum amount of rent each family must pay for the rental of any

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apartment, absent the verification of a hardship as is set forth in GHA's procedures. The minimum rent will be set by GHA and is currently in the amount of \$25.00.

12-37. MIXED FAMILY.

A mixed family is one where one or more of the family members are not an United States citizen or have an eligible immigration status and meets all of the following conditions: (i) the family was receiving assistance on June 19, 1995; (ii) the family was granted continuation of assistance before November 29, 1996; (iii) the family's head or spouse has eligible immigration status; and (iv) the family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse. If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Assistance will be continued or prorated in accordance with appropriate HUD regulations.

12-38. MIXED POPULATION COMMUNITY.

A mixed population community is a community, or portion of a community, that was reserved for elderly families and disabled families at its inception (and has retained that character). If the community was not so reserved at its inception, but GHA has obtained HUD approval or acquiesce to give preference in resident selection for all units in the community (or portion of community) to elderly families and disabled families that community is also a mixed population community. These communities formerly were known as elderly communities. Depending on the percentage of elderly in a community, such communities might still be referred to as elderly communities by some residents and members of the public.

12-39. MONTHLY INCOME.

One-twelfth of Annual Income.

12-40. MONTHLY ADJUSTED INCOME.

One-twelfth of Adjusted Income.

12-41. NET FAMILY ASSETS.

The reasonable net cash value or interest therein of all real and/or personal property after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding: (i) interests in Indian trust land; (ii) equity accounts in HUD homeownership programs; and (iii) the value of necessary items of personal

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property such as household furnishings, insurance, occupational tools, automobiles. The following are to be considered assets: checking and savings accounts; real estate or interests in real estate; stocks and bonds; other forms of capital investments; income distributed from any trust account; and any business or family assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of application for the program or reexamination, as applicable. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident receives important consideration not measurable in dollar terms.

12-42. RE-EXAMINATION/RECERTIFICATION DATE.

The date on which any rent change is effective as required by the result of the annual reexamination of eligibility, lease compliance and income verification.

12-43. RESIDENT RENT.

The amount payable monthly by the family as rent to GHA. In those cases, where all utilities (except telephone and cable services) and other essential housing services are supplied by GHA, Resident Rent equals Total Resident Payments. Where some or all utilities (except telephone and cable services) and other essential housing services are not supplied by the Landlord and the cost thereof is not included in the amount paid as rent to the Landlord, the Resident Rent equals Total Resident Payment less the Utility Allowance. Resident Rent is used interchangeably with "rent" elsewhere in this Policy and refers to the monthly payment by the family to GHA.

12-44. SINGLE PERSON.

A person living alone or intending to live alone and who does not qualify as a Elderly Family, displaced person, or as the remaining member of a resident family.

12-45. STATUTORY MAXIMUM RENT.

Total Resident Payment for any apartment where the resident has not selected a Flat Rent, that shall not exceed the greater of thirty percent (30%) of family income or ten percent (10%) of annual income, or Twenty-five and No/100 Dollars (\$25.00) or such higher amount as may be authorized by federal law or regulation and approved by GHA's Board of Commissioners, or any applicable GHA approved ceiling rent, whichever is greater.

12-46. STATUTORY MINIMUM RENT.

Total Resident Payment for any apartment cannot be less than the greater of thirty percent (30%) of adjusted family income or ten percent (10%) of annual income of the family occupying the unit or the Flat Rent. Moreover, any such Total Resident Payment must be a minimum of Twenty-five and No/100 Dollars

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(\$25.00) or such higher amount as may be authorized by federal law or regulation and approved by GHA's Board of Commissioners. GHA's current minimum rent is \$50.00.

12-47. TOTAL RESIDENT PAYMENT.

The sum of Resident Rent and GHA's estimate of the cost to the resident where some or all utilities (except telephone and cable service) and other essential housing services are not paid by GHA, and not included in the amount paid as rent, as determined in accordance with the GHA's schedule of allowances for such utilities. Such costs shall not exceed the established Ceiling Rent, if any. The Total Resident Payment is the highest of the following amounts, rounded to the nearest dollar: (i) 30 percent of the family's monthly adjusted income; (ii) 10 percent of the family's monthly income; (iii) if the family is receiving payments for welfare assistance from a public agency and part of those payments adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is designated for housing; (iv) the minimum rent; or (v) flat rent based on the rental value of the assigned unit. GHA reserves the right to establish Total Resident Payment at an amount less than specified above in accordance with statutory law or in accordance with any special occupancy, leasing or deconcentration ~~initiatives~~initiatives GHA may announce, from time to time.

12-48. UNDUE HARDSHIP.

"Undue Hardship" refers to the following situations:

- A. Unit Size and Type.** The unit is not of the proper size, type or condition, or the resident would be able to reside there only temporarily (e.g., a specially designed unit that is awaiting a handicapped family needing such a unit.);
- B. Unit Conditions.** The apartment contains unabated or unencapsulated lead-based paint, and accepting the offer could result in subjecting the family and children under seven (7) years of age to lead-based paint poisoning;
- C. Extraordinary Inability to Occupy Apartment.** The resident is unable to move at the time of the offer and presents clear evidence which substantiates this claim to GHA's satisfaction. Such evidence may include, but not be limited to: (i) a doctor's written verification that the applicant or resident has just undergone major surgery and needs a specified period of time to recuperate; (ii) a court verifies that the resident is serving on a jury which has been sequestered; (iii) accepting the offer would result in undue hardship to the applicant or resident **not** related to consideration of race, sex, color, national origin, familial status, perceived instances of criminal activity in the community or surrounding area, or

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language, such as making employment or day care facilities inaccessible or overly burdensome to reach.

12-49. UTILITIES.

Utilities mean water, electricity, gas, other heating, refrigeration and cooking fuels, trash and garbage collection, and sewage services. (Telephone and cable service are not included in this definition and are not considered utilities.)

12-50. UTILITY ALLOWANCE.

If the cost of utilities (not telephone and cable service) for an assisted unit is not included in the Resident Rent but is the responsibility of the Family occupying the unit, the Utility Allowance is the amount equal to the estimate made, as approved by the GHA or HUD, of the monthly consumption costs of a reasonable energy-conservative household of modest circumstances of such utilities for the apartment, consistent with the requirements of a safe, sanitary, and healthful living environment.

12-51. UTILITY REIMBURSEMENT/ZERO RENT/CREDIT RENT.

The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the Total Resident Payment for the family occupying the unit. If the utility allowance exceeds the Total Tenant Payment, a zero rent or credit rent condition exists

12-52. VERY LOW-INCOME FAMILY.

A family whose Annual Income does not exceed fifty percent (50%) of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

12-53. VIOLENT CRIMINAL ACTIVITY.

Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, nontrivial bodily injury or property damage.

12-54. WELFARE ASSISTANCE.

Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.

12-55. WORKING FAMILY OR WORKING HEAD OF HOUSEHOLD.

An applicant where the head of household (see Section 12-19) is considered working in a full-time or long term part-time capacity or in an approved job training program. (Also, see Section 2-3.1(A)).

A. Full-time Employment.

Any head of household legally employed by an employer in a full-time capacity. The head of household must work for wages, commissions or

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other consideration of value and have been so gainfully employed after the date of placement. The applicant must also demonstrate full-time employment for, at least, nine (9) months immediately prior to the date of placement. It must be apparent that the full-time employment is of a continuous, as opposed to a temporary nature, and the head of household must anticipate such continuous employment after the date of placement. Self-employed individuals could qualify for this Local Preference if the head of the household was able to demonstrate the self-employment for, at least, nine (9) months immediately prior to the date of the placement.

B. Part-time Employment.

Any head of household legally employed by an employer in a part-time capacity consisting of not less than twenty (20) hours per week. The head of household must work for wages, commissions or other consideration of value and have been so gainfully employed for, at least, nine (9) months immediately prior to the date of placement. It must be apparent that the part-time employment is for a minimum of twenty (20) hours per week, and is of a continuous, as opposed to a temporary nature, and the head of household must anticipate such continuous part-time employment after the date of placement. Self-employed individuals would qualify for this Local Preference if the head of the household was able to demonstrate nine (9) months of part-time self-employment consisting of not less than twenty (20) hours per week immediately prior to the date of placement; or

C. Upward Mobility/Approved Job Training Program.

Any head of household who is participating in, or enrolled for participation in a training, education or employment program funded by HUD, JTPA⁷ (PIC), JOBS⁸/PEACH (DFACS), or any other Federal, state or local organization, provided that the program's primary purpose is to prepare low and very low-income individuals for economic independence or family self-sufficiency. Such participation must be for a minimum of twenty (20) hours per week, and must be verified, in writing, by the training, education, or employment provider.

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⁷This designation means the Job Training Partnership Act (29 U.S.C. §1579(a)).

⁸This designation means the Job Opportunities and Basic Skills Training Program authorized under Part F of Title IV of the Social Security Act (42 U.S.C. §402(a)(19)).