

**CONYERS HOUSING AUTHORITY**

**ADMISSIONS AND CONTINUED  
OCCUPANCY POLICY**

**ACOP, Revised and Board Approved November 20, 2024**

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**CONYERS HOUSING AUTHORITY ADMISSIONS AND  
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**Part A**

**Introduction**



# INTRODUCTION

## 1. Purpose of the ACOP

The purpose of this policy is to establish guidelines for the Conyers Housing Authority staff to follow in determining eligibility for admission to, and continued occupancy of, public housing.

## 2. Civil Rights Policy

It is the policy of the Conyers Housing Authority, also referred to as the “Housing Authority”, the “CHA” and/or the “PHA”, to comply fully with 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), Executive Order 11063, Section 3 of the 1968 Civil Rights Act, Title II of the Americans with Disabilities Act of 1990, The Violence Against Women and Department of Justice Reauthorization Act of 2005, and with all rules and regulations. Specifically, the CHA shall not on account of race, color, sex, creed, or national origin deny a family or individuals the opportunity to apply for assistance under the Low-Rent Housing Program. Neither will the CHA discriminate because of religion, age, physical handicap, pregnancy, parenthood, marital, or veteran status.

To further its commitment to full compliance with applicable Civil Rights Acts, the CHA will provide federal, state, and local information to applicant/participant households regarding discrimination and recourse in the event of discrimination. Such information will be made available during the Pre-Occupancy Briefing and all applicable forms and printed material will be made available to prospective resident families.

## 3. Privacy Policy

It is the policy of the CHA to facilitate the full exercise of rights conferred on individuals under the Privacy Act of 1974, 5 U.S.C 552A, and to insure the protection of privacy of individuals about whom the Housing Authority maintains records under its Low-Rent Housing Program.

Therefore, the CHA shall not disclose any personal information contained in such records by any means of communication to any person or to another agency unless the individual to whom such information pertains requests or consents to such disclosure or unless such disclosure is authorized under the applicable provisions of the Privacy Act. The CHA has determined that disclosure under any other circumstances would constitute an unwarranted invasion of privacy in violation of the Privacy Act and the United States Constitution. The CHA shall refuse any and all requests for any unauthorized and unlawful disclosures. It is important to note that this privacy policy is applicable to the disclosure of participant information and NOT the gathering and use of information necessary to ensure full compliance with HUD regulations governing such items including, but not limited to, the following:

- Determining initial and on-going eligibility
- Applicable allowances and deductions
- Resident rental payments
- Current and past assets
- Outstanding indebtedness to government as a result of prior participation in other federally subsidized housing programs.

However, no information regarding applicant/participant households will be solicited unless directly attributed to direct or implies responsibilities of the Housing Authority.

## 4. Authority

Eligibility for admission to and occupancy of Low-Income Public Housing is governed by requirements of the Department of Housing and Urban Development, with some latitude for local policies and procedures. This Admissions and Continued Occupancy Policy (ACOP) incorporates these requirements and is binding upon applicants, residents, and the Housing Authority alike, the latter two through inclusion of the ACOP into the Dwelling Lease by

reference. Notwithstanding the above, changes in applicable Federal law or regulations shall supersede this policy at any point in which they are in conflict.

## **5. Objectives**

The objectives of this policy are to:

- a. Promote the overall goal of drug-free, healthy, safe, affordable, decent, and sanitary housing in good neighborhoods by:
  - (i) Ensuring a social and economic mix of low-income residents within each public housing neighborhood in order to foster social stability and upward mobility;
  - (ii) Ensuring the fiscal stability of the Housing Authority; and,
  - (iii) Lawfully denying admissions or continued occupancy to families whose presence in a public housing neighborhood is likely to adversely affect the health, safety or welfare of other residents or the physical environment of the neighborhood.
- b. Facilitate the efficient management of the Housing Authority and compliance with Federal Regulations by establishing the policy basis for management procedures, record keeping, and auditing.
- c. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964 and all other applicable Federal Laws and regulations to insure that admission to and occupancy of public housing neighborhoods is conducted without regard to race, color, creed, sex, or national origin.
- d. Prescribe standards and criteria for resident selection and annual reexamination of income and family composition.

## **6. Terminology**

The term “he” or “his” used throughout this document is used in the generic sense to include male/female, singular/plural as appropriate. The Conyers Housing Authority is also referred to as the “Housing Authority”, the “CHA”, or the “PHA” throughout this document.

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**CONYERS HOUSING AUTHORITY**  
**ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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**Appendix A**

**INCOME LIMITS**

# Conyers Housing Authority Income Limits

## 2025

FY 2025 Income Limits Summary

FY 2025 Income Limit Area	Median Family Income <a href="#">Click for More Detail</a>	FY 2025 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Atlanta- Sandy Springs- Roswell, GA HUD Metro FMR Area	\$114,200	Very Low (50%) Income Limits (\$) <a href="#">Click for More Detail</a>	40,000	45,700	51,400	<b>57,100</b>	61,700	66,250	70,850	75,400
		Extremely Low Income Limits (\$)* <a href="#">Click for More Detail</a>	24,000	27,400	30,850	<b>34,250</b>	37,650	43,150	48,650	54,150
		Low (80%) Income Limits (\$) <a href="#">Click for More Detail</a>	63,950	73,100	82,250	<b>91,350</b>	98,700	106,000	113,300	120,600

\*The highlighted area is the Income Limits use for Conyers Housing Authority

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**PART B**

**DEFINITIONS and PREFERENCES**

**Board Approved 2019**

# DEFINITIONS

## FAMILY

**1. The term “Family” as used in this policy means:**

- a. A family with or without children;
- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining member of a tenant family; and
- g. A single person who is not an elderly or a person with disabilities, or the remaining member of a tenant family.

**2. The term “Disabled Family” as used in this policy means:**

A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

**3. The term “Displaced Family” as used in this policy means:**

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.

**4. The term “Displaced Person” as used in this policy means:**

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.

**5. The term “Elderly Family” as used in this policy means:**

A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

**6. The term “Elderly Person” as used in this policy means:**

A person who is at least 62 years of age.

**7. The term “Live-in Aide” as used in this policy means:**

A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- a. Is determined to be essential to the care and well-being of the persons;
- b. Is not obligated to financially or otherwise support the person(s); and
- c. Would not be living in the unit except to provide the necessary supportive services.

**8. The term “Near-elderly family” as used in this policy means:**

A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62 living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

**9. The term “Near-elderly person” as used in this policy means:**

A person who is at least 50 years of age but below the age of 62.

**10. The term “Person with Disabilities” as used in this policy means:**

- a. Has a disability as defined in section 223 of the Social Security Act;
- b. Has a physical, mental, or emotional impairment that:
  - i. Is expected to be of a long-continued and indefinite duration;
  - ii. Substantially impedes his or her ability to live independently; and
  - iii. Is of such nature that such ability could be improved by more suitable housing conditions.
- c. Has developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(5)).
- d. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for low-income housing under this title, solely on the basis of any drug or alcohol dependence.

## **ANNUAL INCOME**

### **1. Income**

Income is defined by the Secretary of HUD at 24 CFR 5.609, effective April 1, 1997 and amplified in this policy in those areas within the discretion of a Public Housing Authority.

### **2. Annual Income**

Annual income 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; or are anticipated to be received from a source outside the family during the 12-month period following reexamination effective date; and, which are exclusive of income that is temporary, nonrecurring, sporadic, and exclusive of certain other types of income specified in this policy; and, amounts derived during the 12-month period from assets to which any member of the family has access.

a. Annual Income includes, but is not limited to:

- i. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- ii. The net income from 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 assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the Family;
- iii. 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 is permitted only as authorized in (ii) above this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is a 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 periodically by HUD;
- iv. 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, including a lump-sum payment for the delayed start of a periodic payment;
- v. Payments in lieu of earnings, such as unemployment and disability compensation and severance pay (but see "lump sum additions" in this policy);
- vi. Welfare assistance;
  1. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus,
  2. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
- vii. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
- viii. All regular pay, special pay and allowances of a member of the armed forces (whether or not living in the dwelling, but see paragraph 5 in the next sub-section regarding special pay);

b. Annual Income does NOT include:

- i. Income from employment of children (including foster children) under the age of 18.

- ii. Payments received for the care of foster children or foster adults;
- iii. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workers compensation), capital gains and settlement for personal or property losses (but see “payments in lieu of earnings” in this policy);
- iv. Amounts that are specifically for or in reimbursement of the cost of medical expenses, when applicable;
- v. Income of a Live-in Aide, as defined in 24 CFR 913.102;
- vi. Amounts of educational scholarships paid directly to the student or the educational institution, and amounts paid by the Government to a veteran, for use in meeting the cost of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that are available for subsistence is to be included in income.
- vii. The special pay to a family member in the Armed Forces away from home and exposed to hostile fire;
- viii. Temporary, nonrecurring or sporadic income (including gifts)
- ix. 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.
- x. Earnings in excess of \$480 for each full-time student 18 years old or older, excluding the head of household and spouse;
- xi. Adoption assistance payments in excess of \$480 per adopted child;
- xii. Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
- xiii. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
- xiv. Amounts paid by a state agency to a family with a member who has a 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.
- xv. Certain stipends (not to exceed \$200/mo) and other income received by participants in qualified training, self-sufficiency and work incentive programs. Includes CIAP and CGP training programs
- xvi. Earned income:
  - 1. Disallowance of earned income from rent determinations applies when a family member becomes employed after being unemployed for at least one year, or when income increases during the participation in any family self-sufficiency or job training program, or who is or was Assisted under TANF within six months and whose earned income increases. Such disallowance shall be granted to eligible families for a twelve month period, contingent upon continued employment or increased income.
  - 2. Upon expiration of the 12 month period of disallowance of earned income from rent determinations, earned income shall continue to be disallowed for the next twelve months at a rate not to exceed 50% of the amount of the total rent increase that would be applicable in the absence of the disallowance. Such phase-in of earned income in rent calculation is contingent upon continued employment or increased income.
- xvii. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining the eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. When such exclusions are mandated by federal statute or regulation, they will become effective as prescribed by the federal government without the necessity to amend this



policy. The following is a list of types of benefits that qualify for that exclusion effective February 1998.

1. 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).
2. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7U.S.C. 2017 (b));
3. Payment to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(g), 5058);
4. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(a));
5. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
6. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
7. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b);
8. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503 2504);
9. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Authority 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); and
10. 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 CFR 215.1 (c)(6), 236.3(c)(6), 813.106(c)(6), and 913.106(c)(6)).

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.

**3. Monthly Income**

One-twelfth of Annual income. For purposes of determining priorities based on an applicant's rent as a percentage of monthly income.

**4. Adjusted Income**

Adjusted income means annual income less the following:

- a. \$400 for any elderly or disabled family;
- b. The amount by which 3% of the annual family income is exceeded by the sum of:
  - (1). Unreimbursed medical expenses for any elderly family or disabled family;
  - (2). Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each handicapped member of the family, to the extent necessary to enable any member of such family (including such handicapped member) to be employed.
- c. Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education;
- d. \$480 for each member of the family residing in the household (other than the head of the household or his or her spouse) who is less than 18 years of age, or is attending school or vocational training on a full-time basis, or who is 18 years of age or older and is a person with disabilities;
- e. The amount of any earned income of a member of the family who is not:
  - (1) 18 years of age or older, and
  - (2) The head of the household (or the spouse of the head of the household).

**5. Monthly Adjusted Income**

One-twelfth of Adjusted Income.

**6. Income for Rent**

"Income for Rent" for the purpose of determining rents, and for statistical reporting means adjusted income; except that Annual Income is to be used in determining 10 percent of gross income.

## **TOTAL TENANT PAYMENT**

1. Determining the Total Tenant Payment is a two-step process. Total tenant Payment for families whose initial lease is effective on or after August 1, 1982, shall be the highest of the following rounded to the nearest dollar:
  - a. 30 Percent of Monthly Adjusted Income; or
  - b. 10 Percent of Monthly Income;
  - c. The welfare rent if applicable.
  - d. A minimum rent amount of \$50. Note: QHWRA established certain exceptions to the minimum rent requirements relating to hardship which are discussed in the Rent Collections Policy of this ACOP

After the highest amount has been determined above, that number is compared to the ceiling rent or flat rent of the unit size that is or will be occupied by the family, and the lower of the amount determined above or the ceiling/flat rent is the Total Tenant Payment.
2. Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges, such as maintenance charges, late charges, etc.

## **OTHER**

1. **Child Care Expenses:**

Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to 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, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The Housing Authority will not normally determine child care expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for children.
2. **Dependent:**

A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a Full Time Student. An unborn child shall not be considered a dependent.
3. **Designated Housing:**

A project (or Projects) or a portion of a project (or projects) that has been designated in accordance with 24 CFR Part 945.
4. **Employment:**

Individual who is head of household or spouse and is employed. The employment income must be countable under the U.S. Department of Housing and Urban Development's definition of annual income.
5. **Enrolled in a Job Training Program:**

Individual who is head of household or spouse and is currently enrolled and participating in a job training program that prepares the applicant to enter or reenter the job market. Verification shall be required from the job training program.
6. **Extremely Low-Income Family:**

A family's who's Annual Income does not exceed 30% of the area median income, as determined by HUD.
7. **Graduate of Job Training Programs:**

Individual who is head of household or spouse is a graduate of a job training program that prepares the applicant to enter or reenter the job market. Verification shall be required from the job training program.
8. **Head of Household:**

Head of Household means the adult member of the family who is held primarily responsible and accountable for the family, particularly in regard to lease obligations.
9. **Low Income Family:**

A family who's annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of

its finding that such variations are necessary because of the prevailing levels of construction costs of unusually high or low family incomes.

**10. 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. Medical expenses, in excess of 3% of annual income are deductible from annual income for families defined by the CHA as elder or disabled.

**11. Military Service:**

Military service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard and since July 29, 1945, the Commissioned Corps of the United States Public Health.

**12. Minor:**

A "minor" is a person less than eighteen years of age. (An unborn child may not be counted as a minor but is counted for eligibility of a single, pregnant female.) An infant child is a child under the age of two. Unemancipated minors shall not be eligible for participation in the public housing program because they cannot be legally held to a contract.

**13. Mixed Population Project:**

A Public Housing project, or portion of a project, that was reserved for elderly families and disabled families at its inception (and has retained that character). If the project was not so reserved at its inception, the PHA has obtained HUD approval to give preference in tenant selection for all units in the project (or portion of a project) to elderly families and disabled families. These projects were known as elderly projects.

**14. Net Family Assets:**

"Net Family Assets" include the value of or equity in, real property, savings, bonds, stocks, and other forms of capital investments after deducting reasonable costs that would be incurred in the disposition of such assets. The value of personal property such as furniture and automobiles is to be disregarded in the Net Assets determination. Also, the interest in Indian trust land and equity accounts in HUD home ownership programs are to be disregarded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered as an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.) In determining Net Family Assets, the PHA shall include the value of any assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. 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 received important consideration not measurable in dollar terms.

**15. Spouse:** Spouse means the husband or wife of the head of household

**16. Tenant Rent:**

The amount payable monthly by the family as rent to the PHA. Where all utilities (except telephone) and other essential housing services are supplied by the PHA, tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the PHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance. (Tenant Rent is a term established and defined by 24 CFR (913) and as such, is occasionally awkward in ordinary usage. For this reason, the term "Tenant Rent" is used interchangeably with "rent" elsewhere in this ACOP to refer to the new monthly payment by the family to PHA. The only exception is the term "rent" as defined in this policy in reference to admission priorities based on an applicant's rent as a percentage of monthly income).

**17. Rent:**

For purposes of determining whether an applicant is entitled to a priority for public housing admission based on current rent as a percentage of monthly income (if applicable), rent is defined as the actual amount due, calculated on a monthly basis, under a lease or rental

agreement between a family and the family's current landlord, plus any monthly payments that a family makes toward tenant purchased utilities (except telephone) and other housing services. In calculating a family's payments toward utilities and other housing services, the Housing Authority will use its reasonable estimate of tenant-purchased utilities and other housing services that are normally included in rent; or if the family chooses, the family's average monthly utility costs, based on the family's utility bills furnished by the family, for the most recent 12-month period, or, where bills are not obtainable for the entire period.

For the purposes of calculating rent under this paragraph, amounts paid to or on behalf of a family under any energy assistance program must be subtracted from the otherwise applicable rental amount to the extent that they are not included in the family's income.

In the case of an applicant who owns a manufactured home, but who rents the space upon which it is located, rent under this paragraph includes the monthly payment to amortize the purchase price of the home, as calculated in accordance with HUD's requirements. In the case of members of a cooperative, rent under this paragraph means the charges under the occupancy agreement between the members and the cooperative.

**18. Utility:**

Electricity, gas, heating fuel, water and sewage services, and trash and garbage collection. Telephone service is not included as a Utility.

**19. Utility Allowance:**

If the cost of utility (except telephone) and other housing services for an assisted unit is not included in the Total Tenant Payment but is the responsibility of the family occupying the unit, an amount equal to the estimate made by PHA or HUD, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a quality living environment.

**20. Utility Reimbursement Payment:**

The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the total Tenant Payment for the family occupying the unit.

**21. Very Low-Income Family:**

A family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for small and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

**22. Welfare Assistance:**

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

**23. Neighborhood or Community:**

Any lower income Public Housing site as established in a development program, except that when sites are adjacent or within a block of each other, such sites collectively shall be considered one location.

**24. Handicapped Assistance Expenses:**

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.

**25. Public Housing Authority/Agency (PHA)**

A State, County, municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized by the 1937 Housing Law, as amended to engage in or assist in the development or operation of housing for lower income families. The term "public housing" includes dwelling units in a mixed finance project that are assisted by a public housing authority with capital or operating assistance.

## **PREFERENCES**

The Conyers Housing Authority has four preferences:

**1. Victims of Domestic Violence:**

Domestic violence is defined as an applicant that has vacated a unit because of domestic violence or the applicant lives in a housing unit with a person who engages in domestic violence. Verification of such violence is certified by local law enforcement and/or service agencies.

**2. Working Families:**

A working family is defined as a family whose head or spouse has been regularly employed for the past 9 months. Regularly employed means full-time or part-time employment which requires the employee to work on a regular basis and which is not considered to be temporary, non-recurring or sporadic. A working family also includes a family whose head, spouse or sole member is age 62 or older or are receiving social security disability, supplemental security income disability benefits, or any other payments based on an individual's inability to work.

**3. Veteran Families:**

A veteran family is defined as a family whose head or spouse is a veteran.

**4. Residents of Rockdale County:**

Applicants who reside in the City of Conyers, or whose head of household or spouse works in the City of Conyers, or whose head of household or spouse has been given a bon fide offer of employment in the City of Conyers. There is no minimum residency or income requirement to qualify for this preference.

*Victims of domestic violence have the highest preference, and the other three preferences are weighted equally.*

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**CONYERS HOUSING AUTHORITY**  
**ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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**Appendix B**

**VIOLENCE AGAINST WOMEN ACT**

**Lease Addendum**

# The Violence Against Women Act

The Violence Against Women Act (VAWA, [34 U.S.C. § 12471 et seq.](#)) provides housing protections for survivors of domestic violence, dating violence, sexual assault, and/or stalking (collectively referred to on this page as “VAWA violence/abuse”).<sup>[1]</sup> (See [34 U.S.C. § 12291](#)). Despite the name of the law, VAWA’s protections apply regardless of sex, sexual orientation, or gender identity (See [24 C.F.R. § 5.2001](#)).

## VAWA’s protections include, for example:

1. **Non-discrimination:** It is illegal to deny you admission to or assistance under, or to evict you from or terminate your participation in, a covered housing program if you or a member of your household is or has been a survivor of VAWA violence/abuse. You or a member of your household must be otherwise eligible for the program. In addition, it is illegal to deny you tenancy or occupancy rights (for example, you cannot be evicted) in a covered housing program solely on the basis of criminal activity directly relating to the VAWA violence/abuse. HUD refers to these protections as VAWA’s “core” housing protections. (See [24 C.F.R. § 5.2005\(b\)](#)).
2. **Notification of Occupancy Rights:** If you are an applicant or tenant, a covered housing provider must provide to you two HUD-approved documents: (1) Notice of Occupancy Rights under VAWA, and (2) VAWA certification form. The covered housing provider must provide you these forms at certain specified times. (See [34 U.S.C. § 12491\(d\)](#); [24 C.F.R. § 5.2005\(a\)](#)).
3. **Emergency Transfers:** You can request an emergency transfer for you and your household in a covered housing program if you: (1) expressly request the transfer; and (2)(a) you reasonably believe there is a threat of imminent harm from further violence if you remain in the same unit; or (2)(b) in the case of sexual assault, the sexual assault occurred at your housing during the 90-calendar-day period preceding the date of the transfer request. Public housing agencies and other covered housing programs must adopt an emergency transfer plan based on a model plan from HUD. This emergency transfer plan must, among other requirements, allow you to make an internal emergency transfer (to a unit where you would not be categorized as a new applicant) when a safe unit is immediately available. A safe unit is a unit that you believe is safe. (See [24 C.F.R. § 5.2005\(e\)](#)).
4. **Confidentiality Requirements:** Covered housing providers have specific obligations to maintain the confidentiality of the fact that a person is a survivor of domestic violence, dating violence, sexual assault, or stalking. Any information you provide under VAWA’s housing protections, including the fact that you are a VAWA survivor, must be kept confidential by the covered housing provider. These obligations include keeping any such information out of a shared database and not disclosing such information to others unless you consent in writing to such disclosure, it is required for use in an eviction proceeding, or the law otherwise requires it. If your information is used by a covered housing provider in violation of the confidentiality requirements, **you may file a complaint with HUD.** (See [34 U.S.C. § 12491\(c\)\(4\)](#); [24 C.F.R. § 5.2007\(c\)](#)).
5. **Documentation:** If you inform a public housing agency or owner or manager of housing assisted under a covered housing program that you are a survivor of VAWA violence/abuse entitled to VAWA protections, the covered housing provider may request, in writing, that you submit documentation of the occurrence of the domestic violence, dating violence, sexual assault, or stalking. If your housing provider simply provides a VAWA reporting form to you, without a dated letter requesting documentation, the housing provider has not sufficiently made the request in writing. You have the discretion to choose which documentation to provide from the list identified in HUD’s VAWA rule, unless there is conflicting information of VAWA violence/abuse.<sup>[2]</sup> For example, a housing provider may not require a police report to provide VAWA housing protections (but you may choose to provide one). (See [34 U.S.C. § 12491\(c\)](#); [24 C.F.R. § 5.2007](#)).
6. **Lease Bifurcation:** VAWA protects you and other members of your household when a covered housing provider removes a household member from a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to a household member who engages in criminal activity directly relating to VAWA violence/abuse (known as “bifurcating” a lease). Your housing provider may choose whether to bifurcate the lease, and if it is done, it must be done consistent with applicable federal, state, or local laws and the requirements of your covered housing program. In the event of a lease bifurcation, if the household member who was removed was the tenant who made your household eligible for assistance under your covered housing program, your housing provider must give those who remain a reasonable time to establish eligibility under the same program, under a different program, or to find other housing. While this is generally 90 days, it may be a different amount of time, depending on which covered housing program you are participating in. (See [24 C.F.R. § 5.2009](#)).
7. **Prohibition on Retaliation:** It is illegal for a public housing agency or an owner or manager of housing assisted under a covered housing program to retaliate against you because you opposed any action they took or practice they have that is prohibited by VAWA. The housing provider also cannot subject you to retaliation, coercion, intimidation, or threats because you testified, assisted, or participated in an action to enforce your VAWA rights, including encouraging another or exercising your own rights under VAWA. This includes retaliating against you for filing a complaint with FHEO or another entity, or for participating in an investigation of your own complaint or another complaint by giving information as a witness. This right applies even if you did not file a complaint over what you believe was the initial violation of VAWA rights or if you filed such a complaint and received a determination that there is no reasonable cause to believe that a VAWA violation occurred or is about to occur. (See [34 U.S.C. § 12494](#)).
8. **The Right to Report Crime and Emergencies from One’s Home:** Landlords, homeowners, tenants, residents, occupants, guests of, or applicants for, any housing have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance. They may not be penalized based on their requests for assistance, based on criminal activity for which they are a victim, or based on activity for which they are otherwise not at fault under a law, ordinance, regulation, or policy adopted by or enforced by a governmental entity that receives certain HUD funding. This means it is unlawful to threaten or subject individuals seeking assistance to any of the following: monetary or criminal penalties, fines, or fees; eviction; refusals to rent or renew tenancy; refusals to issue an occupancy or landlord permit; withdrawing certifications or permits for operation of the property; and designation of the property as a nuisance or a similar negative designation. (See [34 U.S.C. § 12495](#)).

Covered housing providers must have emergency transfer plans in accordance with their specific program regulations as of June 14, 2017. • Emergency transfer plans must provide that a tenant who is a survivor qualifies for an emergency transfer if: • The tenant “expressly requests” the transfer; and • The tenant: • “reasonably believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit” OR • in an instance where a tenant is a survivor of sexual assault, either “the tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit ... or the sexual assault occurred on the premises during the 90-calendar-day period” before the transfer request.

**Any information submitted by survivor under VAWA must be maintained in “strict confidence” by housing providers. • Housing providers cannot allow anyone administering assistance or employees to have access to confidential information unless explicitly authorized. • Confidential information will not be entered into shared database or disclosed to others, except if disclosure is: • Requested or consented to in writing by survivor in time-limited release; • Required for use in eviction or termination hearing; or • Otherwise required by law.**

If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

	<b>Conyers Housing Authority</b>
<hr/> <b>Resident</b>	<hr/> <b>Authorized Representative</b>
<hr/> <b>Resident</b>	<hr/> <b>Authorized Representative</b>
<hr/> <b>Resident</b>	<hr/> <b>Authorized Representative</b>



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**CONYERS HOUSING AUTHORITY ADMISSIONS AND  
CONTINUED OCCUPANCY POLICY**

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**Part C**

**Admissions**

# **ADMISSIONS**

## **ADMISSIONS POLICIES**

### **1. Non Discrimination**

The Conyers Housing Authority will not, on account of race, color, creed, sex or national origin, deny or hinder any applicant family the opportunity to make application or lease a dwelling unit suitable to its needs in any of its developments. Neither will the Conyers Housing Authority discriminate because of religion, age, physical handicap, pregnancy, parenthood, or marital or veteran status.

The selection of residents for occupancy of available units will be in conformance with the HUD guidelines and regulations and applicable Fair Housing and Equal Opportunity Requirements.

### **2. Income Targeting**

The Conyers Housing Authority will admit for occupancy eligible families and strive for no less than 40% of available dwelling units occupied by eligible families whose incomes at the time of commencement of occupancy do not exceed 30% of the area median income.

### **3. Deconcentration**

The Housing Authority will strive to create mixed-income communities and lessen the concentration of very-low income families within the Housing Authority's public housing developments through admissions policies designed to bring in higher income tenants into lower income developments and lower income tenants in higher income developments. This policy shall not be construed to impose or require any specific income or racial quotas for any public housing development owned by the Housing Authority.

## **OUTREACH TO HIGHER INCOME FAMILIES**

### **1. Outreach to Higher Income Families**

The Housing Authority encourages program participation by higher income families. In an effort to create mixed-income communities and lessen the concentration of very-low income families within the Housing Authority's public housing developments, the Housing Authority will conduct outreach targeted to higher income working families. Outreach will include printed material, radio advertising, and television advertising of the Housing Authority's public housing program. Outreach may also include formal and informal discussions and meetings.

### **2. Incentives**

In order to achieve deconcentration, the PHA may choose to skip an applicant on the waiting list in order to house a family who is willing to accept a unit in a targeted development. The PHA may also grant incentive rents (or other incentives) the purpose of creating mixed income communities and lessening the concentration of extremely-low and very low income families in one area. The applicant family shall have sole discretion of determining whether to accept the incentive and the Housing Authority shall not take any adverse action toward any eligible family for choosing not to accept an incentive.

## **APPLICATION TAKING**

### ***The Application Process***

All admissions to public housing shall be made on the basis of a personal interview where an application is completed by the applicant family and Housing Authority personnel. The Application for Admission shall constitute the basic legal record of each family applying for admission and shall support the Housing Authority's determination of eligibility status, priority status, rent, and size of unit for which the applicant is qualified. All supplemental materials pertaining to eligibility shall be considered a part of the application record and carefully recorded. This includes verifications of income and family composition and such other data as may be required. The following conditions shall govern the taking and processing of applications:

1. Applications for the public housing program will be completed during a one on one interview between the applicant family and Housing Authority personnel and shall be maintained on the Housing Authority's computer system. Applicants shall complete and sign the application and certify, subject to civil and criminal penalties, to the accuracy of all statements made therein. The Housing Authority reserves the right to require the signature of any or all adult members of the applicant household.

2. Applicants will be required to submit verification documentation as part of the application process. Applicants will be given a list of required verifications at the time of their interview with designated PHA personnel for the purpose of determining eligibility.
3. Should applicants fail to provide required verification documentation within the time frame established by the PHA, their case will be placed in an inactive status and will be required to reapply during the next enrollment period.
4. The Housing Authority reserves the right to suspend application taking when the current supply of completed full applications exceeds the number of families that could be reasonably expected to be housed within the next twelve months.
5. The Housing Authority will normally take applications from a central location which will allow for processing by staff persons knowledgeable of the rules and regulations governing resident selection and assignment, but reserves the right to establish satellite locations for application taking.
6. The Housing Authority reserves the right to establish times for taking applications, including by appointment. The Housing Authority staff may, at its discretion, provide for application interviews outside normal hours when necessary for hardship reasons.
7. Insofar as possible, application interviews shall be conducted in private.
8. Applications shall be updated as applicants report changes in income and family circumstances. All modifications to applications shall be properly documented and the transaction initialed by the staff member making the change.
9. Applicants are responsible for keeping the authority informed as to their continuing interest in receiving housing assistance. The authority will review the applicant waiting list monthly. If the authority has not heard from an applicant in the previous 12 months, a letter will be sent to the applicant's last known address requesting updated information. If there is no response to this letter, the applicant will be dropped from the waiting list.
10. Applicants on waiting lists for any other type of assisted housing will have no special status with respect to the Low-Rent Public Housing Program. Applicants must submit separate applications for other programs. Applicants will not lose their place on any other PHA waiting list should they make an application for "Low Rent" public housing. This right will be explained to each applicant who might have previously filed an application for a dwelling unit through any other PHA program.
11. The Housing Authority shall maintain such records as are necessary to document the disposition of all applications and to meet Department of Housing and Urban Development audit requirements.

#### **ELIGIBILITY CRITERIA**

1. The Housing Authority shall use the guidelines and procedures prescribed by HUD at the time of applicant processing to make a final determination of household eligibility.
2. All families who are admitted to Public Housing must be individually determined eligible under the terms of this policy. In order to be determined eligible, an applicant family must meet ALL of the following requirements:
  - a. The applicant family must qualify as a family as defined in Section B.
  - b. The single person applicant must qualify as a single person as defined in Section B.
  - c. The applicant's Annual Income as defined in Section B (HUD Secretary's definition) must not exceed income limits established by the Department of Housing and Urban Development for Public Housing in the County of PHA jurisdiction.
  - d. The applicant family must conform to the Occupancy Standards contained in this policy regarding unit size and type.
  - e. The applicant must have a satisfactory record in meeting past financial obligations, especially in payment of rent. In situations where an unsatisfactory record is obtained the PHA shall take into consideration extenuating circumstances such as illness, or other incidents beyond the control of the applicant.
  - f. The applicant's financial record must conform to the CHA's Credit Policy, which is appended to this document. Any violation of the authority's One Strike Policy, which is also appended to this document, is cause of r not admitting the applicant to CHA housing.

- g. Applicants shall not have been sued more than two (2) times over the past two (2) years for habitual late rent payments;
- h. Applicants shall not have been sued more than four (4) times during the entire tenancy for habitual late rent payments.
- i. Applicants shall not have been evicted for non-payment of rent over the past two years.
- j. Section 214 of the Housing and Community Development Act of 1980, as amended, prohibits the Secretary of the Department of Housing and Urban Development (HUD) from making financial assistance available to persons who are other than United States Citizens, nationals, or certain categories of eligible non-citizens either applying to or residing in specified Section 214 covered programs. Section 214 programs include: Public Housing, Section 8 Rental Certificate Program and Section 8 Rental Voucher Program.
- k. Any tenant evicted from federally assisted housing by reason of drug-related criminal activity shall not be eligible for federally assisted housing, unless the evicted tenant successfully completes a rehabilitation program approved by the Housing Authority, and/or if the circumstances leading to eviction no longer exists.
- l. The Housing Authority shall prohibit admission for any household member who the Housing Authority determines is illegally using a controlled substance, or determines that a household member's illegal use, or pattern of abuse, of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. QWHRA further stipulates that individuals convicted of manufacturing or producing methamphetamine (speed) will be permanently denied admission to public housing and a current resident's tenancy will be immediately and permanently terminated if convicted of manufacturing or producing methamphetamine. In determining whether to deny admission to the Housing Authority any household based on a pattern of abuse of alcohol by a household member, the Housing Authority may consider whether such a household member:
  - (i) Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable);
  - (ii) Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of controlled substance or abuse of alcohol (as applicable); or
  - (iii) Is participating in a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable).
- m. The Housing Authority shall prohibit admission for any applicant or member of the applicant's household who the Housing Authority determines is or was, during a reasonable time preceding the date when the applicant household would otherwise be selected for admission, engaged in any drug-related or violent criminal activity or other criminal activity which would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other residents or Housing Authority staff.
- n. The Housing Authority shall prohibit admission of any applicant or member of the applicant's household who has been convicted of a felony.
- o. The Housing Authority shall prohibit admission for any applicant or member of the applicant's household that the Housing Authority determines is subject to a lifetime registration requirement under a state sex offender registration program.
- p. The applicant family must have no record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, or any other history which may be reasonably expected to adversely affect:
  - (i) The health, safety, or welfare of other residents;
  - (ii) The peaceful enjoyment of the neighborhood by other residents; or
  - (iii) The physical environment and fiscal stability of the neighborhood.
- q. The applicant family must not have a record of grossly unsanitary or hazardous housekeeping. This includes the creation of a fire hazard through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is

established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In a case where a qualified agency is working with the applicant family to improve its housekeeping and the agency reports that the applicant family shows potential for improvement, decision as to eligibility shall be reached after referral to and recommendation by the Executive Director or his/her designee. This category does not include applicant families whose housekeeping is found to be superficially unclean or lacks orderliness, where such condition do not create a problem for the neighbors.

- r. The applicant family must be able to demonstrate capacity to discharge all lease obligations. This determination shall be made on a case basis and shall not be used to exclude a particular group by age, handicap, etc. In determining the applicant family's capacity to discharge all lease obligations the HA must consider the family's ability to secure outside assistance in meeting those obligations.
  - s. If the applicant is a former resident of public housing or Section 8 housing programs administered by an agency, the applicant family must have a satisfactory record in meeting financial and other lease obligations. A former resident who owes a move out balance to the Housing Authority will not be considered for re-admission until the account is paid in full and reasonable assurance is obtained of the applicant's ability to meet his or her rent obligations.
  - t. The applicant must not have a history of non-compliance with rental agreements including failure to comply with the terms of the rental agreements prior residences, such as provided shelter to unauthorized persons, keeping pets or other acts in violation of rules and regulations, and painting or decorating without permission of the owner.
    - \* Any applicant who has been evicted from a public housing program or terminated from a Section 8 Rental Program shall not be eligible to receive any type of housing assistance for 3 years.
  - u. The applicant family must have properly completed all application requirements, including verifications. Misrepresentation of income, family composition or any other information affecting eligibility, rent, unit size, neighborhood assignment, etc. will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the family may be subsequently evicted, even if the family meets current eligibility criteria at that time.
3. In the event an individual is refused housing based on one or more of the above screening criteria, he/she may request an informal hearing or appeal to the Executive Director in writing.

#### **SCREENING**

- 1. Under Section 575 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority may require, as a condition of providing admission to the Housing Authority, that each adult member of the household provide a signed, written authorization for the Housing Authority to obtain records regarding such member of the household from the National Crime Information Center, police department, and other law enforcement agencies.
- 2. Under Section 578 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority may require, as a condition of providing admission to the Housing Authority, that each adult member of the household provide a signed, written authorization for the Housing Authority to obtain records from state and local agencies to determine whether an applicant is subject to a lifetime registration requirement under a state sex offender registration program. Before an adverse action is taken with respect to an applicant for occupancy on the basis that an individual is subject to a lifetime registration requirement under a state sex offender registration program, the Housing Authority shall provide the applicant with a copy of the registration information and an opportunity to dispute the accuracy and relevance of that information.
- 3. Under Section 575 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority, notwithstanding any other provision of law other than the Public Health Service Act (42 USC 201 et seq), may require each person who applies for admission to the Housing Authority to sign one or more forms of written consent authorizing the Housing Authority to receive information from a drug abuse treatment facility that is solely related to whether the applicant is

currently engaging in the illegal use of controlled substances. In a formal written consent, the Housing Authority shall request only whether the drug abuse treatment facility has reasonable cause to believe that the applicant is currently engaging in the illegal use of a controlled substance.

The Housing Authority shall make an inquiry to a drug treatment facility if the Housing Authority receives information from the criminal record of the applicant that indicates evidence of prior arrest or conviction or the Housing Authority receives information from the records of prior tenancy of the applicant that demonstrates that the applicant engaged in the destruction of property, engaged in violent activity against another person, or interfered with the right of peaceful enjoyment of the premises of another tenant.

4. The applicant's signed written consent shall expire automatically after the Housing Authority has made a final decision to either approve or deny the applicant's application for admittance to public housing.
5. The term "currently engaging in the illegal use of a controlled substance" means the illegal use of a controlled substance that occurred recently enough to justify a reasonable belief that an applicant's illegal use of a controlled substance is current or that continuing illegal use of a controlled substance by the applicant is a real and ongoing problem.

6. ***Conditions for Denial***

- a. The applicant or resident currently owes rent or other amounts to PHA or to another agency in connection with Section 8 or Public Housing Program.
- b. The applicant has committed any fraud in connection with any federal housing assistance program.
- c. The applicant has violated any Family obligation under any Section 8 Existing Program as stated on the Certificate of Family Participation or Housing Voucher.
- d. The applicant has breached an "Agreement to Repay" any monies due the Housing Authority. If the applicant owes money as a prior participant, the applicant will not be accepted, nor placed on the waiting list, until payment in full has been received.
- e. The applicant has an unacceptable Police Record wherein the applicant or any member of the household who has attained the age of 17 has within the past five years been convicted of a crime or has a history of criminal activity that would jeopardize the health, safety and welfare of the community. Examples of unacceptable behavior includes, but is not limited to violent behavior, confirmed drug or alcohol addiction or abuse, grossly unsanitary or hazardous housekeeping, history of disturbance of neighbors, destruction of property, or other disruptive or dangerous behavior of any family member regardless of age.

f. ***INS Denial***

Assistance to applicant shall be denied in accordance with the procedures for any of the following events:

- (i) Evidence of citizenship (i.e. the Declaration) and eligible immigration status is not submitted by the date specified or by the expiration of any extension granted; or,
- (ii) Evidence of citizenship and eligible immigration status is submitted on a timely basis, but INS primary and secondary verification does not verify eligible immigration status of all family members; and,
  - (a) The family does not pursue INS appeal or Housing Authority informal hearing rights; or,
  - (b) INS appeal and Housing Authority informal hearing rights are pursued, but the final appeal or hearing decisions are decided against the family member.
- g. The applicant's financial record must conform to the CHA's Credit Policy, which is appended to this document. Any violation of the Authority's One Strike Policy, which is also appended to this document, is cause for not admitting the applicant to CHA housing.

## **RECORDS MANAGEMENT AND CONFIDENTIALITY**

1. **Records Management**

- a. All records obtained for the purpose of applicant screening shall be maintained confidentially and in accordance with Section 543 of the Public Health Service Act (12 USC 290dd-2) to ensure that the records are not misused or improperly disseminated and are properly destroyed.

- b. All records obtained for the purpose of applicant screening shall be:
  - (i) Maintained in the applicant file in a locked file cabinet.
  - (ii) Destroyed no less than five (5) business days after the date on which the Housing Authority gives final approval for an application for admission.
  - (iii) Destroyed in a timely manner if the Housing Authority denies the application and the date on which the statute of limitations for the commencement of a civil action from the applicant based upon that denial of admission has expired.

## **2. Confidentiality**

The Housing Authority receiving information for the purpose of applicant screening shall not be disclosed to any person who is not an officer, employee, or authorized representative of the Housing Authority and who has a job-related need to have access to the information in connection with admission of applicants, eviction of tenants, or termination of assistance. For judicial eviction proceedings, disclosures may be made to the extent necessary.

Any officer, employee, or authorized representative of the Housing Authority who knowingly and willfully requests or obtains any information concerning an applicant for, or tenant of the Housing Authority, under false pretenses, or any officer, employee, or authorized representative of the Housing Authority who knowingly and willfully discloses any such information in any manner to any individual not entitled under any law to receive it, shall be guilty of a misdemeanor and such to the fines of the state.

Any applicant or resident of the Housing Authority affected by negligent or knowing disclosure of information referred to in this subsection about such person by an officer, employee or authorized representative of the Housing Authority, which disclosure is authorized by this subsection, or any other negligent or knowing action that is inconsistent with this subsection, may bring a civil action for damages and such other relief as may be appropriate against the Housing Authority. The district court of the United States in the district in which the affected applicant or resident resides, in which such unauthorized action occurred, or in which the officer, employee, or representative alleged to be responsible for any such unauthorized action resides, shall have jurisdiction in such matters.

### **VERIFICATION OF INCOME AND CIRCUMSTANCES**

No applicant family shall be admitted to public housing without thorough verification of income, family composition and all other factors pertaining to the applicant's eligibility, rent, unit size and type, priority rating, etc. The same type of verifications is required to process any interim or annual reexaminations for public housing residents. Complete and accurate verification documentation shall be maintained for each applicant and resident. Such documentation may include, but is not limited to the following:

1. Letters or other statements from employers and other pertinent sources giving authoritative information concerning all items and amounts of income and deductions, together with other eligibility and preference determinations;
2. Third party verification forms supplied by the PHA and returned properly completed by employers, public welfare agencies, etc.;
3. Originals, photocopies, or carbon copies of documents in the applicant's possession which substantiate his statements, or a brief summary of the pertinent contents of such documents signed and dated by the staff member who viewed them. Such documents must be within 60 days current. No determinations will be made based upon information/documents more than two (2) months old;
4. Statements from self-employed persons, and from persons whose earnings are irregular, such as salesmen, etc., sworn to before a Notary, setting forth gross receipts, itemized expenses and net income (expenses incurred for business expansion or amortization of capital indebtedness are to be included in net income);
5. Memoranda of verification data obtained by personal interview, home visit, telephone, or other means, with source, data received, name and title of person receiving the information clearly indicated, and a summary of information received;
6. Certified birth certificates, or other substantial proof of age, to support claims to the various entitlements in these policies for each member of the household;
7. Proof of disability, or of physical impairment, if necessary to determine the applicant's eligibility as a family or entitlement to consideration under the criteria established in these policies, provided in written form by the appropriate government agency;

8. Statements from landlords, family social workers, parole officers, court records, drug treatment centers, clinics, physicians, Georgia Department of Law Enforcement, county sheriff's department or police departments, where warranted in individual cases;
9. Receipts for utility services;
10. For households reporting "zero" income, the CHA will require statements and verification from parties who are identified as providing non-cash contributions such as groceries and clothing;
11. When verification cannot be accomplished by either form of third party verification or review of documents, the applicant/resident will be required to submit a notarized statement.

\* Where a notarized statement has been accepted for income determination purposes, the family will be appraised of the requirement to undergo a re-exam every 30 days.

12. **Verification of Citizenship/Eligible Immigrant Status**

To be eligible for assistance, individuals must be US citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by federal regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending.

- a. Citizens or Nationals of the United States. A signed declaration of US citizenship under penalty of perjury.
- b. Eligible Immigrants who were Participants and 62 years of age or over on June 19, 1995. A signed declaration of eligible immigration status and provide proof of age.
- c. Noncitizens with eligible immigration status. A signed declaration of status and verification consent form and original immigration documents which are copied front and back and returned the family. The PHA will verify the status through the INS SAVE system. If this primary verification fails to verify status, the PHA will request within ten (10) days that the INS conduct a manual search.
- d. Ineligible family members who do not claim to be citizens or eligible immigrant must be listed on a statement of ineligible family members signed by the head of household or spouse.
- e. Noncitizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

**Failure to Provide.** If an applicant or participant family member fails to sign required declarations and consent forms or provide documents as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

**Time of Verification.** For applicants, verification of US citizenship/eligible immigration status occurs at the same time as the final verification other factors of eligibility. For participants, it is done at the first regular recertification after June 19, 1995. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered programs, it need not be repeated.

**Extensions of Time to Provide Documents.** Extensions must be given for persons who declare their eligible immigration status but need time to obtain the required documents. The length of the extension shall be based on individual circumstances. HA will allow up to sixty (60) days to provide the document or receipt issued by the INS for issuance of replacement documents.

**Acceptable Documents of Eligible Immigration.** The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)
- Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.



A birth certificate is not acceptable verification of status. All documents in connection with US citizenship/eligible immigration status must be kept five years.

13. The Housing Authority shall require the family head and other such family members as it designates to execute a HUD-approved release and consent authorizing any depository or private source of income, or any Federal, state, or local agency to furnish or release to the PHA and to HUD such information as the PHA or HUD determines to be necessary. Because eligibility for Federal Housing Assistance is not based on a "declaration system" but upon verification of actual income and family circumstances, the Housing Authority is not limited to verification of data supplied by applicants or residents. Failure of an applicant to cooperate with the Housing Authority in obtaining verifications will result in the application being declared incomplete and inactive. A tenant who fails to cooperate or to release information may be evicted. In addition, interim rent reductions will not be made for residents until after receipt of all required verifications. In consideration of the privacy rights of residents and applicants, the Housing Authority shall restrict its requests to those matters of income, family composition and other family circumstance which are related to eligibility, rent, unit size and type, admission priority rating or other lawful determinations made by the Housing Authority. If the verified data as listed in this policy are not more than two months old at the time an applicant is selected for admission, and the applicant certifies by written statement that no change has occurred in his status, the date will be considered as reflecting the applicant family's status at the time of admission. If data are more than two months old, all factors are to be re-verified and findings recorded. As part of the application record of each applicant determined to eligible for admission, the admitting officer or his supervisor shall certify that an investigation has been made of such family and that on the basis of this investigation, it has been determined that the applicant and his family meet all the conditions governing eligibility.

14. **Special Verification Requirements for Phase-In Rents.**

All residents *who desire to claim* an earned income exclusion under the phase-in rent policy, must report the new earned income or increased income within ten (10) days after they begin. Failure to accurately and promptly report changes in employment or increased income (or other changes in income or family circumstances affecting eligibility for the same) will result in denial or loss of the earned income exclusions. If such failure results in the resident paying lower rent than he/she would have otherwise been required to pay, the resident is subject to the same penalties for any other failure to report income, including retroactive rent. ***Residents qualifying under the phase-in rent program must report all changes in income within ten (10) days after they occur.***

In addition to such other verification as the Housing Authority shall require any resident or applicant claiming an earned income exclusion to supply documentation in a form prescribed by the Housing Authority from employers and social services agencies, as applicable.

No resident or applicant is automatically entitled to an earned income exclusion. Determination of the eligibility for the earned income exclusion is the sole responsibility of the Housing Authority. Notwithstanding the above, it is the responsibility of the resident/applicant to supply the complete and accurate information which the Housing Authority requires to make an eligibility determination.

In the event that the Housing Authority determines that the information supplied by the resident and/or training agency is not adequate to determine eligibility, the Housing Authority may require additional information beyond that originally submitted. No exclusions will be granted until all required information is obtained and verified.

An adverse decision on the eligibility of an existing resident for an earned income exclusion may be appealed through the resident grievance procedure (subject to limitations of that procedure, especially as they pertain to the inapplicability of the procedure to policy issues), but the Housing Authority shall not be liable for any retroactive payments due to reversal of an initial determination.

As with other interim rent changes, any reduction in rents which result from the application of this policy shall be effective on the first day of the month following the month in which the eligibility for the deduction is determined. The Housing Authority shall not be liable for retroactive reductions if the resident fails to report the change within the required time period. Rent increases resulting from expiration of the phase-in disallowance period provided under the

earned income exclusion, are effective on the first day of the following month. All other rent increases resulting from the application of this policy, are implemented in the same manner as other increases resulting from changes in income or benefits. If the resident complies in an accurate and timely manner with all reporting requirements, (including requirements to report any changes in training or employment status which affect eligibility for exclusions) any increase in rent will be effective on the first day of the second month after the income changes are reported. Failure to meet reporting requirements will result in rent increase retroactive to the date the change actually took place.

15. **Summary of Verified Data:** A summary of verified information shall be prepared upon receipt of all required verification documentation and shall include the following determinations:
- Eligibility – the applicant meets the definition of Family as defined in this policy and income is within the appropriate income limits for admission.
  - Preferences
  - Date and time of completed application
  - Size of unit needed by family
  - Income exclusions and rent to be paid

#### **DETERMINATION AND NOTIFICATION OF ELIGIBILITY**

- As soon as possible after receipt of an application, the Housing Authority will determine the applicant family's eligibility for public housing in accordance with the provisions of this policy, and will determine whether a preference exists. In the event an applicant family is determined to be eligible, the family shall be placed on the waiting list, and informed of the time estimated before an offer of a dwelling unit will be made. If this period is estimated to be longer than one year, the applicant family shall be informed of this fact.
- Apparently eligible families will be notified that its eligibility determination is tentative in nature, being largely based on declarations made by the applicant family, and is subject to further reviews prior to admission.
- In the event an applicant family is determined to be ineligible, it shall also be informed in writing of the basis for this determination. An applicant family does not have the right to use the Tenant Grievance Procedure, but will be given, upon request, the opportunity for an informal hearing to present such facts as it wishes. The applicant family will be advised that should an informal review be desired, a written request to this effect must be received by PHA within 10 working days of the date of the notification of ineligibility.
- Thorough investigation of each application will be conducted during the Tenant Interview. Eligibility will be verified by the PHA staff within the provisions of this policy.
- Applicants denied a preference shall be notified in writing about the denial. The notice shall contain a brief statement of the reason(s) for the determination and state that the applicant has a right to meet with a representative of the Housing Authority to review the determination.
- In all cases, the Housing Authority reserves the right to withdraw any determination of eligibility, tentative or otherwise, when additional information indicates that the prior determination was inappropriate.
- Informal Review**
  - If a request for a review is received within the specified five (5) day period, the PHA will notify the applicant, in writing, of the scheduled time a date of review.
  - The PHA will appoint a Review Officer to conduct the informal review who shall be a Housing Authority Officer, employee, or other designated representative. The Review Officer shall not be the person or persons who participated in the original determination of denial, nor shall the Officer be a subordinate of the party who made the denial decision nor of anyone else who approved such decision.
  - The applicant will be apprised that they may be represented by legal counsel or other representative at his/her own expense.
  - The PHA will present factual or other basis for its decision. The applicant may also present his/her position. Subject to the direction of the Review Officer, the applicant and the Housing Authority may offer and examine evidence and question any witnesses.
  - The review officer will issue a written decision, stating the facts and/or other basis for the decision. The decision or any other issue of fact will be based solely upon evidence

- presented at the hearing. A copy of the decision will be furnished to the applicant.
- f. The PHA will not be bound by a decision of the Review Officer where it is determined that the Officer exceeded his/her authority or has made a determination which is inconsistent with HUD regulations, federal, statute, or state or local law that imposes obligations on applicants or residents.
  - g. The record of such review/determination will be maintained by the Housing Authority's Application Office.

### **OCCUPANCY STANDARDS**

To avoid overcrowding and prevent wasted space, units are to be leased in accordance with the occupancy standards set forth below. If there should be a dwelling unit that cannot be filled with a family of appropriate size, after all possible efforts have been made to stimulate applications, a family eligible for the next smaller unit may be offered this unit. This shall be with the understanding that the family is subject to later transfer to a unit of the proper size.

1. The following system will be used as a guide to determine proper bedroom size for each applicant and resident:
  - a. The head of each household and his/her spouse (unless medical reasons dictate) are assigned to one bedroom.
  - b. Persons of different generations, persons of the opposite sex (other than spouses) and unrelated adults will not be required to share a bedroom.
  - c. Children, with the possible exception of infants, will not be required to share a bedroom with a person of different generations, including their parents.
  - d. All remaining family members are assigned to bedrooms on the basis of two of the same sex to a bedroom (unless children are under the age of six).
  - e. At the option of the parent and written consent of the head of household, and providing such occupancy does not contradict the dwelling unit maximum occupancy standards, children of opposite sex beyond the age of six (6) and up to age ten (10) may share a bedroom.
  - f. If necessary for continued occupancy and/or admissions, an infant up to the age of two (2) years could share a bedroom with a parent.
  - g. Foster children are normally included in determining unit size.
  - h. A live-in care attendant who is not a member of the family will not be required to share a bedroom with another member of the household.
  - i. Space may be provided for a child who is away at school but who lives with the family during school recesses.
2. Notwithstanding the above, the Housing Authority may lease one bedroom apartments to a single parent with a child provided that neither of the following two events will or are expected to occur within the next nine (9) months:
  - a. That the child sharing the parent's bedroom will turn three (3) years old; and/or
  - b. That the mother is expecting another child.
3. Upon admission, bedrooms shall be occupied by not more than two persons. For continued occupancy, exceptions to this requirement may be waived based on existing conditions affecting family members. These conditions may include one or more of the following:
  - a. Relationship of family members to one another;
  - b. Ages of household members;
  - c. Sex of persons to occupy the unit;
  - d. Handicap; or
  - e. Other individual circumstances.
4. Units shall be assigned so as not to require the use of the living room for sleeping purposes.
5. The following standards regarding the minimum and maximum number of persons who will occupy a unit will be applied within the restraints of financial solvency and program stability. The PHA will assign units based on the type of unit needed by the individual applicant or applicant family. This refers primarily to the family's ability to use stairs or their status as an elderly family. When it is found that the size of the dwelling is no longer suitable for the family in accordance with these standards, the family will be required to move as soon as a dwelling of appropriate size becomes available. These families will be transferred in accordance with the

Transfer Policy. In the situation where a tenant requires a different size dwelling unit and the tenant has either an outstanding balance, a history of poor housekeeping standards or destruction of property, or has not been a desirable tenant the tenant will be deemed ineligible for transfer and will be referred for termination.

<u>Number of Bedrooms</u>	<u>Number of Persons</u>	
	<u>Min</u>	<u>Max</u>
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

### **APPLICANT SELECTION AND ASSIGNMENT PLAN**

#### **1. Application Ranking**

Applications will be filed and selected by unit type and size; by preference; and by date and time of application. If an applicant claims a preference, they are considered to be a priority applicant. Applicants who claim no preference are considered to be non-priority applicants.

#### **2. Preferences**

- a. The Conyers Housing Authority has four admissions preferences. The preferences include the domestic violence preference and three “general” preferences, and they are defined as follows:

***Victims of Domestic Violence:*** Domestic violence is defined as an applicant that has vacated a unit because of domestic violence or the applicant lives in a housing unit with a person who engages in domestic violence. Verification of such violence is certified by local law enforcement and/or service agencies.

***Working Families:*** A working family is defined as a family whose head or spouse has been regularly employed for the past 9 months. Regularly employed means full-time or part-time employment which requires the employee to work on a regular basis and which is not considered to be temporary, non-recurring, or sporadic. A working family also includes a family whose head, spouse, or sole member is age 62 or older or are receiving social security disability, supplemental security income disability benefits, or any other payments based on an individual’s inability to work.

***Veteran Families:*** A family whose head or spouse is a veteran.

***Residents of Rockdale County.*** Applicants who reside in the City of Conyers, or whose head of household or spouse works in the City of Conyers, or whose head of household or spouse has been given a bona fide offer of employment in the City of Conyers. There is no minimum residency or income requirement to qualify for this preference.

- b. Preference shall be given to elderly and disabled applicants over other singles.

- c. **Denial of Preference**

A preference shall not be given to an applicant if any member of the family is a person who has been evicted from housing assisted under a 1937 Housing Act program due to drug related criminal activity. However, a preference may be given if:

- (i) The applicant or family member clearly did not participate in drug related criminal activity; or,
- (ii) The Housing Authority determines that the applicant or family member no longer participates in any drug related criminal activity.

- d. **Weighting Preferences**

Of the four preferences, CHA’s Domestic Violence preference has the greater weight. A family that claims a domestic violence preference will receive housing assistance before a family that claims any combination of the remaining three “general” preferences. The preferences for working families, veterans’ families and Rockdale County residents are all equally weighted.

### **3. Waiting List**

#### **a. Housing Authority-Wide Waiting List**

The Housing Authority-wide waiting list will be ordered as follows:

- (i) By unit type (regular, elderly, special handicapped) and in unit size by bedrooms.
- (ii) By preference only.
- (iii) Within the priorities above, by date and time of application.
- (iv) Families who claim no preference will be notified by the Housing Authority that their names will be retained on the waiting list as non-priority applicants. IF at some future time, their status changes in regards to a preference, they will be entitled to claim the preference, and be added to the priority waiting list.

### **4. Waiting List Skipping**

The Housing Authority may skip a higher-income eligible applicant family on the top of the waiting list if a dwelling unit in a development becomes vacant and the development requires a lower income family to meet the Housing Authority's income targeting goals.

The Housing Authority may also skip a lower-income eligible applicant family on the top of the waiting list (either Authority-wide or site based waiting lists) if a dwelling unit in a development becomes vacant and the development requires a higher income family to meet the Housing Authority's income targeting goals.

### **5. Updating of the Waiting List**

Applicants are responsible for keeping the authority informed as to their continuing interest in receiving housing assistance. The authority will review the applicant waiting list monthly. If the authority has not heard from an applicant in the previous 12 months, a letter will be sent to the applicant's last known address requesting updated information. If there is no response to this letter, the applicant will be dropped from the waiting list.

### **6. Applicant Selection and Assignment**

The PHA will select applicants for participation without discrimination based on race, color, sex, creed, or national origin not deny any family or individuals the opportunity to apply for assistance under the Low-Rent Housing Program. Neither will the PHA discriminate because of religion, age, physical handicap, pregnancy, parenthood, nor marital or veteran status.

The selection of residents for occupancy of available units will be in conformance with all HUD guidelines and regulations and applicable Fair Housing and Equal Opportunity Requirements.

### **7. Special Use Dwelling Units**

- a. When a unit that meets a specific need (e.g., a unit designed to accommodate a handicapped tenant requiring the use of a wheelchair) becomes available, that unit will be offered first to a current occupant of another unit managed by the Housing Authority having handicaps and requiring the accessibility features of the vacant unit. If no such occupant exists, the unit will be offered to the next eligible applicant on the waiting list requiring that special unit. If there are no applicants on the waiting list needing a specially designed unit, the unit will then be offered to those eligible qualified applicants in their normal sequence.
- b. Elderly applicants will be given preference for units designed specifically for elderly occupancy. Near elderly single persons will be given preference over non-elderly single persons for units designed specifically for elderly occupancy.

### **8. Dwelling Unit Offers**

The CHA will make an offer of housing assistance to a family in the development with the highest number of vacancies, or an offer that will satisfy the authority's deconcentration goals. If this unit is rejected, the family goes to the bottom of the waiting list. If, when the family reaches the top of the list, the second offer is refused, the family will be removed from the list for a period of one year. After one year, the family will have to re-apply for housing in order to be considered further.

When the applicant is matched to the specific unit, that dwelling unit becomes "unrentable" until the offer is made and accepted or rejected. In order to reduce vacancy loss, it is necessary that processing from this point move as quickly as possible. To that end, the following conditions shall apply to dwelling unit offers:

- a. As an applicant moves near the top of the waiting list, the Housing Authority will contact

the applicant family to determine continued interest, to update the application for final processing, to alert the applicant that an offer is likely in the near future, and to inform the applicant about the requirements for move-in, such as utility deposits, security deposits, etc.

- b. Upon availability for occupancy, as applicant will be offered a unit.
- c. Upon offer of an apartment, the applicant shall have two (2) days to accept or reject the apartment. An additional business day may be granted if necessary to allow the applicant to inspect the apartment. Failure to give an answer within the prescribed time period shall be counted as rejection of the offer.
- d. Upon acceptance of the offer, the applicant will then be assigned a deadline for move-in. Before the end of this period, the applicant must complete all outstanding pre-occupancy requirements, such as joint HQS unit inspection, establishment of utility services, leasing interview, and lease execution. Failure to complete move-in requirements within the assigned period will result in withdrawal of the offer and inactivation of the application.

#### **9. Unit Refusals**

- a. Applicants will be made two (2) offers of a unit of appropriate size and type. Should the family reject both offers, the family will be removed from the waiting list.
- b. Upon return to the top of the waiting list, such an applicant would be made as offer in accordance with the provisions of this policy. Upon refusal of one such offer, including any in neighborhoods previously refused, the application shall again be placed at the bottom of the waiting list.
- c. When an applicant refuses an offer of an apartment, his/her application shall be returned to the bottom of the waiting list, unless the applicant can document that a move at that time would create an undue hardship on the family which is NOT related to race, creed, sex, national origin, religion, handicap or familial status.
- d. Applicants not responding to an offer of housing by the PHA shall be ruled ineligible and their application will be removed to the inactive/ ineligible file and so documented.
- e. An applicant will have two (2) working days to accept or reject an offer of housing offer receipt of notice of unit availability. Failure to respond to a notice of unit availability will be treated as a no response.

### **LEASING OF DWELLING UNITS**

#### **1. Lease Agreement**

- a. The head of the household/spouse and all adult household members age 18 years and older of each family accepted as a tenant are required to execute a lease agreement in such form as the Housing Authority shall require prior to actual admission. One copy of the lease will be given to the lessee and the original will be filed as part of the permanent records established for the family.  
The head of household according to the Lease will be legally responsible for the family unit and will be held liable for the conduct of the family members and guests and for the needs of the family.
- b. Each lease shall specify the unit to be occupied, the date of admission, the size of the unit to be occupied, all family members who will live in the unit, the rent to be charged, the date rent is due and payable, other charges under the lease, and the terms of occupancy. It shall be explained in detail to the head of household or other responsible adult before execution of the lease.
- c. The lease shall be kept current at all times. If a resident family transfers to a different unit in the same or another PHA community, the existing lease will be canceled. A new lease will be executed for the unit to which the family is to move by the head of household.  
If any other change in the resident's status results in the need to change or amend any provisions of the lease, or if the PHA desires to waive a provision with respect to the resident, (1) the existing lease is to be canceled and a new lease executed, or (2) an appropriate rider is to be prepared and executed and made a part of the existing lease.
- d. Certain documents are made part of the dwelling lease by reference. These include, but

are not limited to, the Admissions and Continued Occupancy Policy (ACOP), the Grievance Procedure, and the Pet Policy.

- e. Cancellation of a tenant's lease is to be in accordance with provisions of the lease. Generally, the lease shall not be canceled or not renewed except for serious or repeated violations of its terms by the tenant. Written records shall be maintained containing the pertinent details of each eviction.
- f. Live-in Caretakers, as defined in Section B, will not be party to the lease nor will the Caretaker's income be taken into consideration in the calculation of resident rent. Families requiring Live-in Caretaker assistance must have such assistance approved by the PHA prior to the Caretaker's occupancy in the dwelling unit. In the event that the family vacates the unit, the Caretaker will be required to vacate as well. In no case will the Caretaker be considered the remaining member of the tenant family.

## **2. Security Deposit**

The resident shall provide the Housing Authority prior to occupancy with a security deposit as designated in the Lease Agreement.

Security deposits shall be returned to the tenant within 30 days after vacating the premises if all terms, covenants, and conditions of the lease have been fully performed; or a letter of Disposition explaining why the Housing Authority is withholding the security deposit will be sent.

### **ADMISSION OF ADDITIONAL MEMBERS OF A CURRENT HOUSEHOLD**

- 1. **Purpose** – Population in excess of the number of persons for which a neighborhood or unit was designed is often the case of many serious management problems including crime, vandalism, excessive maintenance costs, and low tenant satisfaction. It is with this in mind that this section of the ACOP is established.
- 2. **Application Procedure** – The resident of a household that wishes to add additional members to their household must first submit a written application, in the form prescribed by management, for approval by the Executive Director or his/her designee.
- 3. **Eligibility Criteria:**
  - a. All new member(s) must be determined eligible in accordance with Part C eligibility criteria.
  - b. The unit in which new members are requesting admission shall not be overcrowded and shall be maintained in accordance with Part C, Occupancy Standards.
- 4. **Application Denial:**

The PHA may deny the application for any of the following reasons:

  - a. Applicant(s) do not meet Eligibility Criteria as outlined in Part C.
  - b. The dwelling unit is overcrowded or would exceed the Occupancy Standards as outlined in Part C.
  - c. Applicant(s) do not meet the criteria for family as established in Part B.
  - d. Applicant(s) are former members of resident family and have since become emancipated and are attempting to re-enter household for support or other reasons.
  - e. Other reasons as determined from time to time by the Executive Director.
- 5. **Additions which do not require approval of the applications:**

The PHA shall not deny approval for any of the following:

  - a. Newborn infants of members currently on the lease.
  - b. Minor children of members currently on the lease who were removed from their care by court action and are being returned.
- 6. **House Guests.**

Dwelling units are adequate in size for the resident family only, and house guests staying with the family for a period in excess of 14 days . . . within any 12 month period . . . shall be permitted only upon advance written consent of the Executive Director.

**APPROVAL PROCESS FOR RESIDENTS REQUESTING PERMISSION  
TO OPERATE A BUSINESS IN THE UNIT**

Prior to making a determination the resident shall request the PHA's permission in writing and include in the request a complete outline of business activities and other data as may be requested by the PHA. When a resident desires to operate a legal profit making business from the leased unit, the PHA shall use the following factors in determining whether or not such activities are incidental to the primary use of the lease unit.

- a. Local building health codes, requirements for license or governmental approval;
- b. Local Zoning Ordinances;
- c. The effect on PHA Insurance Coverage;
- d. Utility Consumption;
- e. Possible Damage to the leased unit;
- f. Estimated traffic and parking;
- g. Disturbance of other residents;
- h. Attraction of non-residents to the neighborhoods; and,
- i. Possible use of tenant business as a cover for drug-related activities.

**SPECIAL OCCUPANCY PROVISIONS**

**1. Occupancy by police officers**

The Housing Authority may allow a police officer(s) who is not otherwise eligible for residence in public housing to reside in a Housing Authority dwelling unit for the purpose of increasing security for residents of the Housing Authority.

A "police officer" means any person determined by the Housing Authority to be, during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a federal, state, or local government or by any agency thereof.

**Terms and conditions of tenancy**

The Housing Authority shall make known to federal, state, city and county law enforcement agencies within the Housing Authority's jurisdiction of the Housing Authority's policy to allow police officers to reside in a public housing dwelling unit. Police officers will be required to submit proof of family size and proof of full-time employment as a police officer. The police officer will be charged ceiling or flat rent for the unit. The police officer(s) will be required to sign a dwelling lease and will be bound by the provisions of the lease. Family composition and proof of employment will be re-examined not to exceed 12 months of occupancy of the unit. Loss of status of full-time employment as a police officer will result in an interim re-examination to determine income eligibility. If the resident does not meet income eligibility requirements following loss of full-time employment as a police officer, the resident will be issued a notice to vacate the unit.

Police officer(s) will be assigned vacant units within the developments stipulated above. If the development(s) is/are 100% occupied, and a police officer has completed the required paperwork for occupancy of a dwelling unit, the next available dwelling unit in the target developments will be offered to the police officer. Current residents will not be required to vacate units for occupancy by police officers unless the resident agrees to move and there is a comparable unit available for the family. In such case, the Housing Authority will pay moving expenses for the family.



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**CONYERS HOUSING AUTHORITY ADMISSIONS AND  
CONTINUED OCCUPANCY POLICY**

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**Appendix C**

**GRIEVANCE PROCEDURE**

## CONYERS HOUSING AUTHORITY (CHA)

### GRIEVANCE POLICY

#### I. PURPOSE

This grievance procedure has been adopted to provide a forum and procedure for residents to seek the just, effective and efficient settlement of grievances against the Conyers Housing Authority (CHA)

#### II. GOVERNING LAW

The law governing this grievance procedure is section 6(k) of the U.S. Housing Act of 1937 (42 U.S.C. sec. 1437d (k) and subpart B of 24 CFR part 966 (24 CFR secs. 966.50-966.57).

#### III. APPLICABILITY

In accordance with applicable federal regulations, this grievance procedure shall be applicable to all individual grievances (as defined in Section IV below) between a resident and the CHA with the following two (2) exceptions:

- A. This grievance procedure is not applicable to disputes between residents not involving the CHA, or to class grievances involving groups of residents. Also, this grievance procedure is not intended as a forum for initiating or negotiating policy changes between residents, or groups of residents, and the CHA's Board of Commissioners.
- B. HUD has issued a due process determination that the law of the State of Georgia requires that residents be given the opportunity for a hearing in court that provides the basic elements of due process (as defined in Section IV below) before eviction from the dwelling unit. Therefore, the CHA has elected to determine that this grievance Procedure shall not be applicable to any termination of tenancy or eviction that involves:
  - (1) Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of HA; or
  - (2) Any drug-related criminal activity on or off such premises. Any determination of tenancy or eviction that does fall into one of these two categories shall be handled within the confines of the Expedited Grievance Procedure, which is set forth in Section XII below.

#### IV. DEFINITIONS

*The following definitions of terms shall be applicable to this grievance procedure:*

- A. **Grievance:** Any dispute which a resident may have with respect to an action or a failure to act by CHA in accordance with the individual resident's lease or CHA regulations, which adversely affects the individual resident's rights, duties, welfare, or status.
- B. **CFR:** The code of federal regulations that contains the federal regulation governing this grievance procedure.
- C. **Complainant:** Any resident (as defined in this section below) whose grievance is presented to the Central Office of the Conyers Housing Authority, Conyers, GA, in accordance with the requirements set forth in this procedure.
- D. **Drug-related criminal activity:** The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sale, distribute, or use of a controlled substance as define in sec. 102 of the Controlled Substances Act (21 U.S. C. sec 802), as from time to time amended
- E. **PHA or "Housing Authority":** The Housing Authority, a body corporate organized and existing under the laws of the State of Georgia.
- F. **Elements of due process:** The following procedural safeguards are required to be followed in an eviction action or a termination of tenancy in a state or local court:
  - (1) Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
  - (2) Right of the resident to be represented by counsel;

- (3) Opportunity for the resident to refute the evidence presented by the CHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have;
  - (4) A decision on the merits.
- G. Hearing Officer:** An impartial person selected in accordance with 24 CFR Sec 966.55 and this grievance procedure to hear grievances and render decisions with respect thereto.
- H. Hearing Panel:** A three-member panel composed of impartial persons, selected in accordance with 24 CFR Sec. 966.55 And this procedure to hear grievances and render decisions with respect thereto.
- I. HUD:** The United States Department of Housing and Urban Development.
- J. Notice:** As used herein, the term notice shall, unless otherwise specifically provided, mean written notice.
- K. The “Regulations”:** The HUD regulations contained in subpart B of 24 CFR part 966.
- L. Resident Organization:** An organization of residents, which includes any Resident Management Corporation and specifically includes the Resident Organization.
- M. Resident:** The adult person (or persons) other than a live-in aide:
  - (1) Who resides in the unit and who executed the lease with the PHA as lessee of the dwelling unit, or, if no such person resides in the unit.
  - (2) The person who resides in the unit and who is the remaining head of the household of the resident family residing in the dwelling unit.
- N. Business Days:** Monday through Friday of each week, except for legal holidays recognized by the federal government.

## V. INCORPORATION IN LEASES

This grievance procedure shall be incorporated by reference in all public housing dwelling leases between residents and the CHA, whether or not so specifically provided in such leases.

## VI. INFORMAL SETTLEMENT OF GRIEVANCES

- A. Initial Presentation:** Any grievance must be presented, in writing to the Conyers Housing Authority’s main office, located in Conyers, GA, within **five (5) business days** after the occurrence of the event giving rise to the grievance.
- B. Informal Settlement Conference.** If the grievance is not determined by the CHA to fall within one of the two exclusions mentioned in Section III B (1 and 2) above, then the CHA shall, within five (5) business days after the initial presentation of the grievance to informally discuss the grievance with the complainant or his representative(s) in an attempt to settle the grievance without the necessity of a formal hearing. If the informal settlement conference cannot occur at the time the grievance is initially presented by the complainant, then the complainant shall be promptly notified in writing of the time and place for the informal settlement conference.
- C. Written Summary.** Within five (5) business days after the informal settlement conference, a summary of the informal discussion shall be prepared by the CHA and a copy thereof shall be provided to the complainant. The summary shall be in writing and shall specify the names of the participants in the discussion, the date of the discussion, the nature of the proposed disposition of the grievance, and the specific reasons for such disposition. This written summary shall also specify the procedures by which the complainant may obtain a formal hearing if not satisfied by the proposed disposition of the grievance. A copy of the written summary shall also be placed in complainant’s file.

## VII. FORMAL GRIEVANCE HEARING

The following procedures apply to the request for a formal grievance hearing under the grievance procedure:

- A. Request for Hearing:** If the complainant is not satisfied with the results of the informal settlement conference, the complainant must submit a written request for a formal hearing to CHA’s Central Office, Conyers, GA, no later than five (5) business days after the date complainant receives the summary of discussion delivered as required under Section VI above.

Complainant's written request for a hearing must specify:

- (1) The reasons for the grievance;
  - (2) The action or relief sought by the complainant; and
  - (3) If the complainant so desires, a statement setting forth the times at which the complainant shall be available for a hearing during the next ten (10) business days;
  - (4) Complainant's preference, if any, concerning whether the grievance should be heard by a single hearing officer or by a hearing panel;
  - (5) If the complainant has failed to attend an informal discussion conference, a request that the hearing officer or panel waive this requirement.
- B. Failure to Request Hearing:** If the complainant fails to request a hearing within five (5) business days after receiving the written summary of the informal settlement conference, the CHA's decision rendered at the informal hearing becomes final and the CHA is not thereafter obligated to offer the complainant a formal hearing.

## **VIII. SELECTION OF HEARING OFFICER OR PANEL**

All grievance hearings shall be conducted by an impartial person or persons appointed by the CHA after consultation with resident organizations, in the manner described below:

- A.** The permanent appointments of persons who shall serve as hearing officers and hearing panel members shall be governed by the following procedures:
- (1) The CHA shall nominate a slate of persons to sit as permanent hearing officers or hearing panel members. These persons may include, but shall not be necessarily limited to, members of the CHA Board of Commissioners, CHA staff members, residents, or other responsible persons in the community. No persons shall be listed on the slate of members unless such person has consented to serve as a hearing officer or on a hearing panel.
  - (2) The slate of potential appointees shall be submitted to the Resident Organization for written comments. Written comments from the resident organization shall be considered by the CHA before appointments are finally made. Objection to the appointment of a person as a hearing officer or panelist must be considered but is not disparities as to the proposed appointment with respect to which objection is made.
  - (3) On final appointment, the persons appointed and the Resident Organization shall be informed in writing of the appointments. A list of all qualified hearing officers and panelists shall be kept at the Central Office of the CHA and be made available for public inspection at any time.  
The persons who have agreed to serve as hearing panelists for grievances brought under this procedure are listed on Exhibit I attached hereto and hereby incorporated herein by reference. Additional appointments shall be made in the manner set forth in this section.
- B.** The designation of hearing officers or panel members for particular grievance hearing shall be governed by the following provisions:
- (1) All hearings shall be held before a single hearing officer unless the complainant (at the time of the initial request for the hearing) or the CHA requests that the grievance should be heard by a hearing panel.
  - (2) Appointments to serve as a hearing officer or panelist with respect to a particular grievance shall be made by the CHA in random order, subject to availability of the hearing officer or panelist to serve in each such case. The CHA may employ any reasonable system for random order choice.
  - (3) No member of the CHA Board of Commissioners or staff may be appointed as hearing officer or panelist in connection with the grievance contesting an action which was either made or approved by proposed appointee, or which was made or approved by a person under whom the proposed appointee works or serves as a subordinate.
  - (4) No person shall accept an appointment, or retain an appointment, once selected as a hearing officer or hearing panelist, if it becomes apparent that such person is not fully capable of impartiality. Persons who are designated to serve as hearing officers or panelists must disqualify themselves from hearing grievances that

Involve personal friends, relatives, persons with whom they have any business relationship, or grievances in which they have some personal interest. Further, such persons are expected to disqualify themselves if the circumstances are such that a significant perception of partiality exists and is reasonable under the circumstances. If a complainant fails to object to the designation of the hearing officer or panelists on the grounds of partiality, at the commencement or before the hearing, such objection is deemed to be waived, and may not thereafter be made. In the event that a hearing officer or panel member fails to disqualify himself or herself as required in this grievance procedure, the CHA shall remove the panel member or officer from the list of persons appointed for such purposes, invalidate the results of the grievance hearing in which such person should have, but did not, disqualify himself or herself, and schedule a new hearing with a new hearing panel or officer.

## **IX. SCHEDULING OF HEARINGS**

**A. Hearing Prerequisites:** A complainant does not have a right to a grievance hearing unless the complainant has satisfied the following prerequisites to such a hearing;

- (1) The complainant has requested a hearing in writing.
- (2) The complainant has completed the informal settlement conference procedure or has requested a waiver for good cause.
- (3) If the matter involves the amount of rent which the CHA claims is due under the complainant's lease, the complainant shall have paid the CHA an amount equal to the amount due and payable as of the first of the month preceding the month in which the complained of act or failure to act took place. And, in the case of situations in which hearings are, for any reason delayed, the complainant shall thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel. Unless waived by the CHA in writing, no waiver shall be given by the CHA except in cases of extreme and undue hardship to the complainant, determined in the sole and absolute discretion of the CHA.

### **B. Time, Place, Notice**

- (1) Upon complainant's compliance with the prerequisites to a hearing set forth above, a hearing shall be scheduled by the hearing officer or hearing panel promptly for a time and place reasonably convenient to both the complainant and the CHA, no later than the tenth (10th) business day after complainant has complete such compliance. (In the case of a panel, if all three appointed members of the panel are not able to agree upon a date and time convenient to all panelists, on or before the last date before the hearing permitted under this procedure, they shall immediately so inform the CHA. If two panelists can agree upon a date and time, the CHA shall reappoint a third panelist who shall be available at the time agreed upon by two who can agree. If none of the panelists can agree upon a time, a new a new panel shall be appointed).
- (2) A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the complainant and the appropriate CHA official, who unless otherwise designated, shall be the Executive Director.

## **X. PROCEDURES GOVERNING HEARINGS**

### **A. Fair Hearings**

The hearings shall be held before a hearing officer or hearing panel as directed above in Section VIII. The complainant shall be afforded a fair hearing, which shall include:

- (1) The opportunity to examine before the hearing any CHA documents, including records and regulations that are directly relevant to the hearing. The complainant shall be allowed to copy any such document at the complainant's expense. If the CHA does not make the document available for examination upon request by the complainant, the CHA may not rely on such document at the grievance hearing.

- (2) The right to be represented by counsel or other person chosen as the complainant's representative and to have such person makes statements on the complainant's behalf.
- (3) The right to a private hearing unless the complainant requests a public hearing. The right to present evidence and arguments in support of the complainant's complaint, to controvert evidence relied on by the CHA and to confront and cross examine all witnesses upon whose testimony or information the CHA or its management relies.
- (4) A decision solely and exclusively upon the facts presented at the hearing.

**B. Prior Decision in Same Matter**

The hearing panel or officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding.

**C. Failure to Appear**

If the complainant or the CHA fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing for a period not to exceed five (5) business days, or may make a determination that the party failing to attend has waived the right to a hearing. In such event, the hearing officer or hearing panel shall notify the complainant and the CHA of the determination. The failure to attend a grievance hearing shall not constitute a waiver of any right for which the complainant may have to contest CHA's disposition of the grievance in an appropriate judicial proceeding.

**D. Required Showing of Entitlement to Relief**

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the CHA must sustain the burden of justifying CHA's action or failure to act against which the complainant is directed.

**E. Informality of Hearing**

The hearing shall be conducted informally by the hearing officer or hearing panel, and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceeding.

**F. Orderly Conduct Required**

The hearing officer or hearing panel shall require the CHA, the complainant, counsel, and other participants or spectators, to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer or hearing panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

**G. Transcript of Hearing**

The complainant or the CHA may arrange in advance, and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

**H. Accommodation to Handicapped Persons**

The CHA must provide reasonable accommodations for persons with disabilities to participate in grievance hearings. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.

**XI. DECISION OF THE HEARING OFFICER OR HEARING PANEL**

At or subsequent to the completion of the grievance hearing, the hearing officer or panel shall make a determination as to the merits of the grievance and the following provisions shall govern:

**A. Written Decision**

The hearing panel or officer shall prepare a written decision, together with the reasons for the decision within ten (10) business days after the completion of the hearing

- (1) A copy of the decision shall be sent to the complainant and the CHA shall retain a copy of the decision in the complainant's file.
- (2) A copy of such decision, with all names and identifying references deleted, shall

also be maintained on file by the CHA and made available for inspection by any prospective complainant, his representative, or the hearing panel or hearing officer.

**B. Binding Effect**

The written decision of the hearing officer or hearing panel shall be binding upon the CHA, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless CHA's Board of Commissioners determines, within ten (10) business days, and properly notifies the complainant of its determination, that:

- (1) the grievance does not concern CHA action or failure to act in accordance or involving the complainant's lease, or CHA's regulations, which adversely affect the complainant's rights, duties, welfare or status, or
- (2) the decision of the hearing officer or hearing panel is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the CHA,

**C. Continuing Right of Complainant to Judicial Proceedings**

A decision by the hearing panel or officer or Board of Commissioners in favor of the CHA or which denies the relief requested by the complainant, in whole or in part, shall not constitute a waiver of, nor affect in any way the rights of the complainant to a trial or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

**XII. EXPEDITED GRIEVANCE PROCEDURE**

- A. The expedited grievance procedure shall apply only to those grievances concerning a termination of tenancy or eviction that involves:
  - Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other tenants or employees of the CHA, or
  - Any drug-related criminal activity on or near the CHA's premises.
- B. When the PHA notifies the tenant of a termination of tenancy or eviction that involves the above referenced violations, the CHA shall also include in the notice that any grievance hearing requests shall be in accordance with the expedited grievance procedure.
- C. The complainant shall have five (5) business days from the date of the notice in which to file a written request for a hearing to the CHA. The written request shall specify:
  - The reasons for the grievance; and,
  - The action or relief sought.
- D. The complainant shall not have the grievance informally discussed as outlined in Section VI of this policy.
- E. Within 24 hours of receipt by the CHA of the complainant's request for a hearing, the Executive Director or designee shall notify the Resident Organization(s) of his/her selection of hearing officer or hearing panel. The Resident Organization(s) shall have five (5) business days from the date of the notice to submit comments as to the selection of the hearing officer or hearing panel. Upon expiration of the five (5) business day comment period, the Executive Director or designee shall have one (1) business day to review the comments and make a final selection as to the member(s) of the hearing officer or hearing panel.
- F. Upon complainant's compliance with subsection C of this section, a hearing shall be scheduled by the hearing officer or hearing panel promptly for a time and place reasonably convenient to both the complainant and the PHA, not in excess of five (5) business days of the selection of the hearing officer or hearing panel. A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the complainant and the appropriate CHA official.

**XIII. NOTICES**

All notices under this grievance procedure shall be deemed delivered:

- (1) upon personal service thereof upon the complainant or an adult member of the complainant's household;
- (2) upon the date receipted for or refused by the addressee, in the case of certified or registered U.S. Mail; or

- (3) on the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail. a resident is visually impaired, any notice hereunder delivered to such resident shall be in an accessible format.

#### **XIV. MODIFICATION**

This grievance procedure may not be amended or modified except by approval of a majority of the Board of Commissioners of the CHA, present at a regular meeting or a special meeting called for such purposes. Further, in addition to the foregoing, any changes proposed to be made to this grievance procedure must provide for at least thirty (30) days advance notice to residents and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. The comments submitted shall be considered by the CHA, before final adoption of any amendments hereto.

#### **XV. MISCELLANEOUS**

##### **A. Captions:**

Captions or paragraph headings set forth in this grievance procedure are for convenience of reference only and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.

##### **B. Concurrent Notice:**

If a resident has filed a request for a grievance hearing hereunder in a case involving CHA's notice of termination of tenancy, the complainant should be aware that the state law notice to vacate and the notice of termination of tenancy required under Federal law run concurrently. Therefore, if the hearing officer or hearing panel upholds CHA's action to terminate the tenancy, the CHA may commence an eviction action in court upon the sooner of the expiration of the date for termination of tenancy, and vacation of premises stated in the notice of termination delivered to complainant, or the delivery of the report of decision of the hearing officer or panel to the complainant.





## ZERO INCOME CONTRIBUTION AFFIDAVIT

I, \_\_\_\_\_, do declare and affirm that I assist  
the resident / applicant \_\_\_\_\_ family by giving a monetary  
amount to help with bills and or household items.

**The weekly / monthly amount that I give is \$\_\_\_\_\_ for items / bills listed  
below. (please circle weekly or monthly)**

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Street Address**

\_\_\_\_\_  
**State**

\_\_\_\_\_  
**Zip Code**

\_\_\_\_\_  
**Phone Number**

\*Please note, this Affidavit will only be used to assist Conyers Housing Authority in documenting assistance outside of the household. The Affidavit **WILL NOT** be used for any type of tax purposes or liability against the person filling it out.

**PLEASE HAVE THIS FORM NOTAZIED**

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**CONYERS HOUSING AUTHORITY ADMISSIONS AND  
CONTINUED OCCUPANCY POLICY**

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**Part D Continued  
Occupancy**

# CONTINUED OCCUPANCY

## ELIGIBILITY FOR CONTINUED OCCUPANCY

There is to be eligibility for continued occupancy in the PHA communities only those residents:

1. Who qualify as a family as defined by federal requirements and this policy (see definition in Part B).
2. Who conform to the Occupancy Standard established for lower income housing (see Part C)
3. Whose past performance in meeting financial obligations, especially rent, and other charges, is satisfactory; and
4. Whose family members have no record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, or any other history which may be reasonably expected to adversely affect:
  - a. The health, safety, or welfare of other residents
  - b. The peaceful enjoyment of the neighborhood by other residents
  - c. The physical environment of fiscal stability of the neighborhood
5. Whose family does not have a record of grossly unsanitary or hazardous housekeeping. This includes the creation of fire hazard through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In cases where a qualified agency is working with the family to improve its housekeeping and the agency reports that the family shows potential for improvement, a decision as to the eligibility be reached after a referral with the Executive Director or his/her designee. This category does not include families whose housekeeping is found to be superficially unclean or lacks orderliness, where such conditions do not create a problem for the neighbors.
6. Who have not been involved in drug related or criminal activity.
7. Who have not been convicted of a crime, other than minor traffic offenses.
8. Who are not currently engaging in the use of controlled substances and/or engaging in alcohol abuse.
9. Who is not subject to a lifetime registration requirement under the state sex offender registration program.
10. Who meet the requirements for community service or participation in self-sufficiency programs.
11. Who continue to occupy the apartment on a full time basis. Ownership or occupancy of another dwelling unit or failure to occupy the unit for a period greater than thirty days shall be grounds for termination of the lease.
12. Who are, with the aid of such assistance as is actually available to the family, physically and mentally able to care for themselves and their apartment and to discharge all lease obligations. Remaining member(s) of a resident family may be permitted to remain in occupancy provided that the Housing Authority, in its sole judgment determines that the remaining person(s) is (are):
  - a. Otherwise eligible for Continued Occupancy, and
  - b. Capable of carrying out all lease obligations, including but not limited to rent payment, care of the apartment, and proper conduct, and
  - c. Willing to assume all lease obligations of the prior leaseholder, including all payments under the lease, and
  - d. Legally competent to execute a lease in his (their) own name
13. In the event of the receipt of unfavorable information, consideration will be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct or financial prospects. For example:
  - a. Evidence of rehabilitation as verified by a duly qualified professional or representative of state or local government;
  - b. Evidence of the families participation in, or willingness to participate in, social

services or appropriate counseling service programs and the availability of such programs.

- c. Evidence of the family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.

14. **Citizenship/Eligible Immigration Status:**

In order to remain eligible for continued occupancy, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirements the status of each member of the family is considered individually before the family's status is defined.

- a. **Mixed Families:** A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.
- b. **No Eligible members:** Families that include ineligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.
- c. **Non-citizen students:** Defined by HUD in the non-citizen regulations and are not eligible.

## **INSPECTIONS AND REEXAMINATIONS**

### ***INSPECTIONS***

1. **Move-In Inspections**

Prior to occupancy, a representative of the participant family and of the PHA maintenance staff will accomplish a physical inspection of the dwelling unit. The maintenance or management staff representative will demonstrate to the family representative the operation of the unit appliances and fixtures.

The condition of the dwelling unit will be recorded on an inspection form provided by PHA. The inspection form will be signed by the family representative and the PHA representative. Any repairs noted will be effectuated prior to occupancy if the repairs are of such a nature that occupancy of the unit either (1) cannot occur, or (2) the unit in its present condition is unacceptable to the family. If the repairs to be effectuated do not prohibit occupancy by the participant family, and is acceptable to the family in its current condition, such repairs will be completed within thirty (30) days of move-in. A copy of the completed inspection form will be provided to the participant family and a copy will be retained in the family's occupancy file.

2. **Housing Quality Standards (HQS) Inspections**

The Housing Authority shall maintain its public housing properties in a condition that complies with standards that meet or exceed the housing quality standards established by HUD. Such housing standards shall ensure that dwelling units are safe and habitable.

The Housing Authority shall make an annual inspection of each public housing development to determine whether units in the development are maintained in accordance with the Secretary's requirements, as well as spot inspections where there exists a threat to health and/or safety. The Housing Authority shall retain the results of such inspections and, upon request of the Secretary, the Inspector General of the Department of Housing and Urban Development, or any other auditor conducting an audit under section 5(h), shall make such results available.

HQS inspections shall be conducted using the PHA's forms and shall document unreported maintenance problems and verify if the unit is being kept in a decent, safe, and sanitary manner. Copies of the inspection(s) will be provided to the family, noting any deficiencies to be corrected by the family or the PHA.

Where the family has been advised to take corrective action, the PHA staff will conduct of follow-up inspection within the (10) working days, if such corrective action is of a general nature. Where the corrective action to be taken is necessary to remedy an immediate threat to health and/or safety, the re-inspection will occur within twenty four (24) hours. Non-compliance by the family can result in termination of tenancy.

**3. Move-Out Inspections**

Prior to the family vacating a dwelling unit, the family will be encouraged to participate in a move-out inspection along with a member of the PHA staff. The actual move-out inspection will not be conducted until the family has vacated the unit. The condition of the dwelling unit will be recorded on the inspection form utilized for the pre-occupancy inspection of the same dwelling unit, allowing for a comparison of pre- and post occupancy condition comparison. Any claim against the family for tenant caused damages will be based upon this comparison.

Following move-out by the family, renovation and/or redecoration of the dwelling unit as a result of the family's occupancy will be accomplished. Charges for items of repair, renovation, and/or redecoration of the dwelling unit made necessary by abuse, negligence, or deliberate destruction by the family will be assessed against the family's security deposit. Should the security deposit prove insufficient relative to the actual cost of such repairs, PHA management will take any and all actions at its disposal to collect the remaining balance from the family.

## **RE-EXAMINATIONS**

### **4. Purpose**

Re-examinations of income and family circumstances are conducted for the following purposes:

- a. To comply with the Federal requirements relating to annual re-examinations.
- b. To determine if each family remains eligible for continued occupancy under the terms of the lease and this policy.
- c. To determine if the unit size and type is still appropriate to the family's needs and in compliance with the Occupancy Standards.
- d. To establish the Total Tenant Payment and the tenant rent to be charged to the family.

### **5. Annual Re-examinations**

Annual re-examinations are necessary to comply with the federal requirement that each family excluding families paying flat rent, have its eligibility re-examined at least every twelve months. Families paying flat rent shall have its **eligibility only** re-examined every year.

At any time, the resident may report changes in income and family circumstances to request an appropriate rent adjustment, and all requests will be appropriately reviewed and responded to. Determination of resident rent will be made based upon information collected during the verification process utilizing applicable HUD forms and all appropriate worksheets and rent formulas. Such documents must be at least 60 days current. The family will be notified in writing of any changes in resident rent 30 days prior to the effective rent change. Failure to complete re-examination is a serious lease violation that will result in termination of tenancy. Failure to complete re-examination includes:

- a. Failure to supply or cooperate in the verification process pertaining to income, family composition and eligibility.
- b. Refusal to properly execute required documents.

### **6. Interim Re-examinations**

Interim re-examinations are performed to allow residents to comply with the dwelling lease requirements to report changes in family circumstances and income.

**Family Composition:** All changes in family composition must be reported in writing within ten (10) days of their occurrence. Additions to the family, other than through birth of a child to a family member on the lease, must be approved by the Housing Authority in advance in accordance with Part C; Admission of Additional Members.

**Income Changes:** The CHA will determine rent based on actual earned income from the previous year in an attempt to determine the most accurate gross income total. If conditions have changed, (no longer receiving the same income, job changes, job loss, etc.) CHA can utilize projected income based on current financial contributions and earnings. The most logical method will be utilized and will be based on the verifiable information that is most available at the time of the examination of income. Tenant requested interim re-examinations (unless for family composition changes) will be referred to the scheduled annual re-examination. An interim re-examination is required when there is a change of income that will increase or decrease gross annual income by \$3,000 or more, or has an average monthly change of \$250 or more which is expected to last for the remainder of the current lease (whichever is less).

For the basis of this section, the term "annual" in annual income is referring to the total gross income generated in the 12 month period prior to the date of the requested re-examination or the projected earnings for the remainder of the current lease.

**The CHA will initiate an interim re-examination if any of the following circumstances exist:**

- If it is found that the tenant has misrepresented him/herself on the facts associated with which rent is based so that rent is less than the rent that should have been charged, then the increased rent shall be retroactive to the appropriate date.
- The PHA reserves the right to require participating families to undergo an interim re-examination to comply with changes to HUD rules and regulations.

## 8. Processing Re-examinations

All re-examinations shall be processed under the following conditions:

- a. All data must be verified and documented as required in Part C, Verification. The Housing Authority will NOT adjust rent downward until satisfactory verification is received. Verification must be received by the close of business of the last working day of the month in order for the decrease to be effective on the first of the following month.
- b. Lease terminations resulting from re-examinations shall be conducted in accordance with the terms of the lease.
- c. Families that are determined to be in an incorrect size or type of unit will be placed on the Transfer List in accordance with the Transfer Policy.
- d. All interim changes in tenant's rent are to be made by a standard "Notice of Rent Adjustment" which shall become a part of the lease. Changes in rent resulting from Annual Re-examination shall be incorporated into the new lease, which shall be executed by the Housing Authority and the tenant or by "Notice of Rent Adjustment".
- e. Interim decreases in rent shall be effective on the first day of the month following the month in which the change was reported in writing. Income verification must be completed to the satisfaction of the Housing Authority, and the tenant must allow a reasonable amount of time (three working days) to make the verifications prior the last working day of the month in order for the change to be in effect for the following month.
- f. Interim increases in rent are to be made effective on the first day of the month following a thirty (30) day notice period.
- g. If it is found that a tenant has misrepresented or failed to report facts upon which his rent is based so that he is paying less than he/she should be paying, the increase in rent shall be made retroactively to the date that the increase would have taken effect. The tenant may be required to pay within seven days of official notification by PHA, the difference between the rent he has paid and the amount he should have paid. In addition, the tenant may be subject to civil and criminal penalties. Any misrepresentation is a serious lease violation that may result in termination of the lease.
- h. The Executive Director of the Housing Authority, or his/her officially designated representative shall certify on every application for admission or continued occupancy that all claims have been verified and that the determination of the Housing Authority is correct.

### **TERMINATION OF THE DWELLING LEASE**

The Housing Authority shall not terminate or refuse to renew a Lease Agreement other than for serious or repeated violation of applicable federal, state or local law, or other good cause. The Dwelling Lease shall be terminated by the Housing Authority in accordance with applicable HUD regulation.

1. "Good cause" as used in this Section means serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or to fulfill the Resident obligations set forth in the lease.
2. The Housing Authority may terminate the lease for any violation of the CHA's One Strike Policy, which is appended to this document.
3. The Housing Authority may terminate the lease for any occupancy violation of section 576(b) of the Quality Housing and Work Responsibility Act of 1998 (relating to the ineligibility of illegal drug users and alcohol abusers), or Section 428 relating to the conviction of manufacturing or producing methamphetamine (speed).
4. The Housing Authority may terminate the lease if the Housing Authority determines that the resident is illegally using a controlled substance or whose illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
5. The Housing Authority may terminate the lease for any activity by any household member, on or off the premises, that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Housing Authority.  
The Housing Authority may terminate the lease for failure to meet community service or participation in self-sufficiency program requirements.

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may terminate the lease for lying about material facts in any written Housing Authority statements.

10. The Housing Authority may terminate the lease for serious or repeated damage or destruction of Housing Authority property.
11. The Housing Authority may terminate the lease for making or keeping a threat to the health or safety of other residents or Housing Authority employees.
12. The Housing Authority may terminate the lease for failure to pay resident purchased utilities.
13. The Housing Authority may terminate the lease for allowing unauthorized guests to remain in the household for more than fourteen (14) days per calendar year. PHA management may find that extenuating circumstances exist, however. The Housing Authority will terminate the lease of any resident whose address has been used by an individual other than a member of the household as their address (e.g. driver's license, job application, etc.).
14. Procedure for termination of the Lease shall be as follows:
  - a. The Housing Authority shall give fourteen (14) days written notice of termination if said termination is caused by Resident's failure to pay rent.
  - b. The Housing Authority shall give a reasonable time period, but not to exceed thirty (30) days if the health or safety of other tenants, Housing Authority employees, or persons residing in the immediate vicinity of the premises is threatened, or in the event of any drug-related or violent criminal activity or any felony conviction, except that if the state or local law provides for a shorter period of time, such shorter period shall apply.
  - c. The Housing Authority shall give thirty (30) days written notice of termination in all other cases.



- d. A written record of every lease termination shall be maintained by the Authority and shall contain the following information:
  - (i) Name and identification of the unit occupied.
  - (ii) Date and copy of Notice of Termination
  - (iii) Specific reason(s) for Notice of Termination
  - (iv) Date and method of notifying tenant of reasons for lease termination
  - (v) Summary of any conference(s) with the tenant, including names of conference participants.

### **TRANSFER POLICY**

Reassignment or transfers to other dwelling units shall be made without regard to race, color, or national origin.

#### **1. Objectives of the Transfer Policy**

- a. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriately sized unit.
- b. To facilitate human relocation when required for modernization or other management purposes.
- c. To eliminate vacancy loss and other expense due to unnecessary transfers.

#### **2. Types of transfers**

- a. **Authority Initiated** – The Housing may at its discretion transfer residents because of an uninhabitable unit, major repairs, or other actions initiated by management for the following reasons. A resident shall not be transferred to a unit that is not decent, safe, and sanitary or that has not met Housing Quality Standards. Additionally, a resident may refuse a proposed transfer for cause, such as the long distance from his/her employer.
  - (i) In the event of a fire, accident or natural disaster that results in the dwelling unit becoming uninhabitable, the resident will be offered alternative accommodations within the neighborhood if a rentable unit in the appropriate size is available. If the appropriate size is not available, the family may be overhoused but placed on the transfer list with the transfer being accomplished at the appropriate time. If no unit is available within the neighborhood, the family may be transferred to an appropriate unit available at another Housing Authority-owned neighborhood. If the move is to a site where residents purchase all or some utilities, the resident will pay the cost of any deposit required by the utility company.
  - (ii) When a resident is transferred because the unit has become uninhabitable, the management of the Housing Authority shall determine the cause of the condition of the unit for the purpose of deciding whether relocation assistance may be offered to the resident and whether the transfer shall be considered permanent. Based on this determination, the following actions will be taken:
    - (a) If the condition of the unit is the fault of the Housing Authority, the resident shall be provided with relocation assistance such as the cartage of household goods, the cost and methods of which are to be determined by management. The resident will normally be offered the opportunity to return to his original unit at his own expense, assuming that the unit can be rehabilitated and is still the appropriate size for the family.
    - (b) If the condition of the unit is the fault of neither the Housing Authority nor the resident, as in the case of a natural disaster, the Housing Authority may provide such relocation assistance as management deems appropriate. A transfer to a correctly sized apartment will be considered permanent.
    - (c) If the condition of the unit was caused by the resident, his family or guests, no relocation assistance will be provided and the resident may be charged for all damages to Housing Authority property. A transfer to a correctly sized apartment will be considered permanent.
  - (iii) If a site required modernization type work that necessitates vacating apartments, the affected resident will be relocated at the Housing Authority

expense in available vacant units within the Housing Authority. If determined feasible by management, the Housing Authority will attempt to relocate affected residents into vacant units within the site. Other decisions related to modernization transfers will be made by the PHA Board of Commissioners and the Executive Director or his/her designee. The Housing Authority may suspend normal transfer procedures to facilitate modernization type activities.

- b. **Transfers for Approved Medical Reasons** – A resident who desires to locate on advice of a physician may request a transfer with the PHA, however, the resident must provide the PHA with verification from an approved physician.
- c. **Transfers to Appropriately Sized Unit** – If a tenant's family composition NO LONGER conforms to the Housing Authority's Occupancy standards for the unit occupied, the PHA may require the tenant to move into a unit of appropriate size. This section establishes both that the Housing Authority has an obligation to transfer residents to the appropriately sized unit and that residents are obligated to accept such transfers. These will be made in accordance with the following principles:
  - (i) Determination of the correctly sized apartment shall be in accordance with the Housing Authority's Occupancy Standards.
  - (ii) Transfers into the appropriately sized unit will be made within the same neighborhood unless that size unit does not exist on the site.
  - (iii) The PHA may, at its discretion, separate a single household into multiple households if sufficiently large units are not available or if management and the family determine this to be in the interest of both the family and the neighborhood. Based on the selection criteria for new admissions, management shall determine that each smaller family unit is eligible by HUD definition and contains a leaseholder capable of discharging lease obligations.
  - (iv) The number of units offered to a family transferring will be one (1) unless there is a hardship situation as determined by PHA. If the resident refuses the dwelling unit offered, the lease may be terminated by management.
  - (v) Families with children in school being transferred outside their current neighborhood will not be required to move until the current school year is finished if the Housing Authority determined that a transfer would cause a hardship to the family.
  - (vi) Transfers shall be made to correct occupancy standards and shall take precedence over new admissions.
  - (vii) Upon redetermination, the resident will be notified of any transfer to another dwelling unit and that such dwelling is available by receipt of a Notice of Termination from PHA with at least fifteen (15) days following the notice to transfer to the new dwelling.
- d. **Transfers for Non-handicapped families living in handicapped designated units**
  - (i) The dwelling lease states what type of unit the resident family is residing in. If the unit leased is a handicapped designated unit and the tenant family occupying the unit is not a family with disabled individuals, the tenant agrees to transfer to a non-handicapped unit if and when the unit is needed for a handicapped family.
  - (ii) The PHA may from time to time have an excess of handicapped accessible units. In an effort to get the best use of all units the PHA may from time to time rent a handicapped designated unit to a family that has not disabled members. The PHA will advise the family of the requirements to transfer if and when a handicapped designated family is determined eligible. If the family selected for the unit decides not to accept the unit because of the requirement to move at some date in the future, the refusal shall not count against the family.
  - (iii) This section establishes both that the Housing Authority has an obligation to transfer non-handicapped residents in handicapped designated units to non-handicapped designated units and that the non-handicapped families are obligated to accept such transfer. These will be made in accordance with the following principles:

- (a) Transfers into a non-handicapped designated unit will be made within the same neighborhood unless that size unit does not exist on the site.
- (b) Transfers to a non-handicapped designated unit may be made outside of the same neighborhood with tenant consent or unless no vacancies are expected within the same neighborhood within the next 30 days.
- (c) Management may, at its discretion, separate a single household into multiple households if sufficiently large units are not available or if management and the family determine this to be in the interest of both the family and the neighborhood. Based on the selection criteria for new admissions, management shall determine that each smaller family unit is eligible by HUD definition and contain a legal leaseholder capable of discharging lease obligations.
- (d) The non-handicapped family may be provided with relocation assistance such as a cartage of household goods, and relocation expenses, the costs and methods of which are to be determined by management.
- (e) For the purposes of determining the priorities for transfers, this type of transfer shall be considered a Housing Authority initiated transfer.

e. **Convenience Transfers**

Convenience transfers shall be granted within the following parameters:

- (i) The reason for the transfer must be based on employment, proximity to schools, proximity to medical services, or other validated need.
- (ii) The family will be given two weeks notice of anticipated unit availability; however.
- (iii) The move must be accomplished within two (2) calendar days of the actual availability of a unit or the family will lose the unit.
- (iv) The family must agree to pay any charges assessed as the result of repairs/redecoration (other than "normal wear and tear") on the first of the second month following the month the family is notified of such charges, and
- (v) All moving costs associated with convenience transfers are to be borne by the family.

The resident shall not be transferred to a dwelling unit of equal size either within a complex or between complexes, except for alleviating hardships as determined by the Executive Director or his/her designee. Convenience transfers will be approved only if:

- (i) The resident has a positive rental history
- (ii) The resident has no lease violations;
- (iii) All utilities are turned on;
- (iv) The resident's history of written complaints or disturbances is minimal;
- (v) If applicable, the resident is on schedule with their work requirement.
- (vi) The Executive Director approves the transfer.

**3. Priorities for Transfers**

- a. Within the eligible types of transfers, transfers shall be performed according to the following priorities:

- (i) Housing Authority initiated transfers;
- (ii) Residents who are underhoused by two bedrooms;
- (iii) Medical transfers;
- (iv) Residents who are overhoused by two bedrooms;
- (v) Residents who are underhoused by one bedroom;
- (vi) Residents who are overhoused by one bedroom;
- (vii) Convenience transfers

- b. The first three priorities always have priority over new move-ins.

The remainder shall be prioritized based on the need established by the PHA. In the case of an involuntary transfer, the date will be that on which management verifies that the change occurred. Management reserves the right to immediately transfer any family who has misrepresented family circumstances or composition. Whenever feasible, transfers will be made within a resident's current dwelling area.

#### **4. Transfer Procedures**

- a. The Executive Director or designee shall:
  - (i) Prepare and prioritize a transfer list for each neighborhood monthly.
  - (ii) Notify residents by letter of their pending transfers or approval of transfer requests.
  - (iii) Determine whether a vacancy is used for transfer or move-in.
  - (iv) Maintain transfer logs and records for audit.
  - (v) Notify residents with pending transfers as their name approaches the top of the list.
  - (vi) Conduct home visits at the current dwelling unit for housekeeping.
  - (vii) Counsel with residents experiencing problems with transfers, assisting hardship cases to find assistance.
  - (viii) Participate in evaluation of requests for transfer based on approved medical reasons.
  - (ix) Issue final offer of vacant apartment as soon as vacant apartment is identified.
  - (x) Issue notice to transfer as soon as vacant apartment is available for occupancy. This notice will give the resident fifteen (15) working days to complete the transfer.
  - (xi) Process transfer documents to appropriate PHA staff.
  - (xii) Inspect both apartments involved in the transfer, charging for any resident abuse.
  - (xiii) Family pays all outstanding charges due the PHA. The resident's security deposit may be transferred to the new dwelling unit provided the PHA does not claim all or any part of the security deposit required for the new dwelling unit, to either replace or supplement the security deposit from the original dwelling unit, or any balance remaining after any claims are made by the PHA.
  - (xiv) Family signs new lease.
- b. Only one offer of an apartment will be made to each resident being transferred within his or her own neighborhood. A resident being transferred outside his or her own neighborhood will be allowed to refuse one offer only. In the case of a family being transferred from a unit which is uninhabitable, incorrectly sized, or scheduled for major repairs, failure to accept the unit offered, or the second unit offered in the cases of a transfer outside the neighborhood, will be grounds for termination of the lease. When a person has requested a transfer for approved medical reasons declines the offer of such an apartment, the Housing Authority is not obligated to make any subsequent offers. The Housing Authority will notify the resident in such cases that the Housing Authority has discharged its obligations to the resident, that he remains in the apartment at his own risk, and that the Housing Authority assumes no liability for his condition.
- c. Any resident aggrieved by any action or inaction of the PHA relative to his/her transfer request may file a request for a hearing in accordance with the grievance procedure.

#### **5. Right of Management to Make Exceptions**

This policy is to be used as a guide to insure fair and impartial means of assigning units for transfer. It is not intended that this policy shall create a property right or any other type of right for a resident to transfer or refuse transfer. Management reserves the right to make exceptions to this policy as circumstances require, consistent with applicable regulations of the Department of Housing and Urban Development. Transfer disputes are subject to the grievance procedure.

#### **ABANDONMENT OF A UNIT**

The PHA may take possession of the dwelling after a resident has moved out. In the absence of actual knowledge of abandonment, it shall be presumed that the resident has abandoned the dwelling if the resident is absent from the dwelling for a period of fifteen (15) days, and the resident has not notified the PHA in writing in advance of an intended absence, or otherwise as provided in this Agreement. The following criteria will be used in determining if the unit has been abandoned:

- a. Some or all utilities have been turned off;
- b. A dramatic reduction in utility/electric bills;

- c. Repeated inability to contact the resident;
- d. Incarceration or sentencing of the head of household for more than 30 days;
- e. No personal possessions remaining in the apartment

The Housing Authority will post a five (5) day notice at the abandoned unit. The five (5) day notice shall inform the participant family of the Housing Authority's intention to terminate the lease and related actions. If the participant family does not respond to the notice within five days, the family's lease will be terminated and the Housing Authority will enter the unit to remove any remaining personal possessions. The PHA may remove and dispose of any personal property, left in the resident's dwelling or elsewhere on the PHA's property in accordance with Georgia Statutes, after a resident has abandoned the dwelling, with the reasonable cost of any storage, removal and/or disposal charged to the resident or assessed against the resident's security deposit, unless in PHA's sole discretion, it is determined that documentable conditions existed which prevented the resident from occupying the dwelling.

## **COMMUNITY SERVICE AND FAMILY SELF-SUFFICIENCY**

### **1. Policy Statement**

It is the policy of the Conyers Housing Authority to encourage economic and social self-sufficiency. As such, the Housing Authority shall meet the HUD requirements in terms of:

a. **Targeting:**

Not less than 40% of dwelling units owned by the Housing Authority shall be occupied by families whose incomes at the time of commencement of occupancy do not exceed 30% of the area median income.

b. **Cooperation Agreements for Economic Self-Sufficiency:**

The Housing Authority shall enter into cooperation agreements with state, local, and other agencies providing assistance to covered families under welfare or public assistance programs. The cooperation agreements shall facilitate the administration of this policy and the sharing of information regarding rents, income, assistance, or other information that may assist the Housing Authority or welfare or public assistance agency to carry out its functions. The Housing Authority shall also seek to include in cooperation agreements with welfare or public assistance agencies provisions to provide for economic self-sufficiency services within the properties owned by the Housing Authority, provide for services designed to meet the unique employment-related needs of residents, and provide for placement of work fare positions on-site.

### **2. Definition of "economic self-sufficiency program":**

Any program designed to encourage, assist, train, or facilitate the economic independence of participants and their families or to provide work for participants, including programs for job training, employment counseling, work placement basic skills training, education, work fare, financial or household management, apprenticeship, or other activities as the Secretary may provide.

### **3. Community Service and Family Self-Sufficiency Requirement**

As a condition of continued occupancy, excluding residents under paragraph 4 below, each adult resident of the Housing Authority shall:

- a. Contribute eight (8) hours per month of community service (not including political activities) within the community in which that adult resides; or,
- b. Participate in an economic self-sufficiency program for eight (8) hours per month.

### **4. Exemptions:** Exemptions to paragraph 3 above shall be made for any individual who:

- a. Is 62 years of age or older;
- b. Is a blind or disabled individual defined under section 216(i)(1) of 1614 of the Social Security Act (42 USC 416(i)(1); 1382c) and who is unable to comply with this section, or is a primary caretaker of such individual.
- c. Is engaged in a work activity (as such term is defined in section 407(d) of the Social Security Act (42 USC 607(d), as in effect on or after July 1, 1997.
- d. Meets the requirement for being exempted from having to engage in a work activity under the state program funded part A of title IV of the Social Security Act (42 USC 601 et seq) or under any other welfare program of the state in which the public housing agency is located, including a state-administered welfare-to-work program; or

- e. Is in a family receiving assistance under a state program funded under part A of Title IV of the Social Security Act (42 USC 601et seq) or under any other welfare program of the state in which public housing agency is located, including a state administered welfare-to-work program, and has not been found by the state or other administering entity to be in noncompliance with such program.

**5. Annual Determinations**

For each public housing resident, the Housing Authority shall have thirty (30) days before the expiration of each lease term of the resident, review and determine the compliance of the resident with the requirement under paragraph 3 above. Such determinations shall be made in accordance with the principles of due process and on a nondiscriminatory basis.

**6. Noncompliance**

If the Housing Authority determines that the resident subject to the requirement under paragraph 3 has not complied with the requirement, the Housing Authority shall notify the resident in writing of such noncompliance. The written notification shall state that the determination of noncompliance is subject to the administrative grievance procedure and that failure by the resident to enter into an agreement, before the expiration of the lease term, to cure any noncompliance by participating in an economic self-sufficiency program for, or contributing to community service, as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease, may be cause of lease termination. The Housing Authority shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes an adult member subject to the requirement under paragraph 3 who has been determined to be non compliant with the requirements under paragraph 3, and has failed to attempt to cure the noncompliance.

**7. Location of the community service or family self-sufficiency program**

Adult residents subject to the requirement under paragraph 3 may participate in a community service or economic self-sufficiency program at a location not owned by the Housing Authority. The Housing Authority may provide a community service or an economic self-sufficiency program to meet the requirement of paragraph 3; however, the Housing Authority shall not substitute participation in community service or an economic self-sufficiency program for work performed by an employee of the Housing Authority or supplant a job at any location at which community work requirements are fulfilled.

**8. Treatment of Income Changes Resulting From Welfare Program Requirement**

This section applies to families that receive benefits for welfare or public assistance from a state or other public agency under a program for which the federal, state, or local law relating to the program requires, as a condition of eligibility for assistance under the program, participation of a member of the family in an economic self-sufficiency program.

**a. *Decreases in Income for Failure to comply***

For families whose welfare or public assistance benefits are reduced because of failure of any family member to comply with the conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased.

**b. *Fraud***

For families whose welfare or public assistance benefits are reduced because of an act of fraud by a member of the family under the law or program, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was a result of benefit reduction due to fraud.

**c. *Reduction Based on Time Limit of Assistance***

The amount required to be paid as a monthly contribution toward rent by a family whose welfare or public assistance benefits are deducted as a result of the expiration of a lifetime time limit for a family, and not as a result of failure to comply with program requirements, shall be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to expiration of a lifetime time limit.

**d**      ***Notice***

The Housing Authority shall obtain written notification from the relevant welfare or public assistance agency specifying that the family's benefits have been reduced and cause for reduction prior to redetermination of monthly contribution toward rent.

**e.**      ***Grievance***

Any family affected by sections 8.a and 8.b above shall have the right to review the determination through the Housing Authority's grievance procedure.

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**CONYERS HOUSING AUTHORITY ADMISSIONS AND  
CONTINUED OCCUPANCY POLICY**

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**Appendix D**  
**PET POLICY**



# **PET POLICY**

## **I. Purpose**

In compliance with 24 CFR Part 960, Final Rule, the Housing Authority will permit residents to own and keep common household pets in their apartment. This policy sets forth the conditions and guidelines under which pets will be permitted. This policy is to be adhered to at all times. The purpose of this policy is to ensure that pet ownership will not be injurious to persons or property, or violate the rights of all residents to clean, quiet and safe surroundings.

### ***Common Household Pets are defined as follows:***

- Birds:** Including canary, parakeet, finch and other species that are normally kept caged; birds of prey are not permitted.
- Fish:** Tanks or aquariums are not to exceed 20 gallons in capacity. Poisonous or dangerous fish are not permitted. Only one (1) tank or aquarium is permitted per apartment.
- Dogs:** Not to exceed twenty (20) pounds at the time of maturity. All dogs must be neutered or spayed.
- Cats:** Not to exceed fifteen (15) pounds at the time of maturity. All cats must be neutered or spayed.

*Exotic pets such as snakes, monkeys, rodents, etc. are not allowed.*

## **II. Registration**

Every pet must be registered with the Housing Authority's management prior to moving the pet into the unit and updated annually at recertification thereafter. Registration requires the following:

- A. A certificate signed by a licensed veterinarian, or a state or local authority empowered to inoculate animals (or designated agent by such authority), stating that the animal has received all inoculations required by the state and local law, if applicable (dogs, cats).
- B. Proof of current license, if applicable (dogs, cats).
- C. Identification tag bearing the owner's name, address, and phone number (dogs, cats).
- D. Proof of neutering/spaying and/or declawing, if applicable (dogs, cats).
- E. Photograph (no smaller than 3x5) of pet or aquarium.
- F. The name, address, and phone number of a responsible party that will care for the pet if the owner becomes temporarily incapacitated.
- G. Fish-size of tank or aquarium must be registered.

## **III. Licenses and Tags**

Every dog and cat must wear appropriate local animal license, a valid rabies tag and tag bearing the owner's name, address and phone number. All licenses and tags must be current.

## **IV. Density of Pets**

Only one (1) dog or cat will be allowed per apartment. Only two (2) birds will be allowed per apartment. The Housing Authority only will give final approval on type and density of pets.

## **V. Visitation and Guests**

No visitor or guest will be allowed to bring pets on the premises at anytime. Residents will not be allowed to Pet Sit or house a pet without fully complying with this policy. Feeding or caring for stray animals is prohibited and will be considered keeping a pet without permission.

## **VI. Pet Restraints**

- A. All dogs must be on a leash when not in the owner's apartment. The leash must be no longer than three (3) feet.
- B. Cats must be in a caged container or on a leash when taken out of the owner's apartment.
- C. Birds must be in a cage when inside the resident's apartment or entering or leaving the building.

## **VII. Liability**

Residents owning pets shall be liable for the entire amount of all damages to the Housing Authority premises caused by their pet and all cleaning, defleaing and deodorizing required because of such pet. Pet owners shall be strictly liable for the entire amount of any injury to the person or property of other residents, staff or visitors of the Housing Authority caused by their pet, and shall indemnify the Housing Authority for all costs of litigation and attorney's fees resulting from such damages. Pet liability insurance can be obtained through most insurance agents and companies.

## **VIII. Sanitary Standards and Waste Disposal**

- A. Litter boxes must be provided for cats with use of odor-reducing chemicals.
- B. Fur-bearing pets must wear effective flea collars at all times. Should extermination become necessary, cost of such extermination will be charged to pet owner.
- C. Pet owners are responsible for immediate removal of the feces of their pet and shall be charged in instances where damages occur to Authority property due to pet or removal of pet feces by staff.
  - 1. All pet waste must be placed in a plastic bag and tied securely to reduce odor and placed in designated garbage container and or trash compactor.
  - 2. Residents with litter boxes must clean them regularly. Noncompliance may result in removal of the pet. The Housing Authority reserves the right to impose a mandatory twice weekly litter box cleaning depending on need. Litter box garbage shall be placed in a plastic bag and deposited outside the building in the garbage container and/or trash compactor.
- D. All apartments with pet must be kept free of pet odors and maintained in a clean and sanitary manner. Pet owner's apartments may be subject to inspections once a month.

## **IX. General Rules**

The resident agrees to comply with the following rules imposed by the Housing Authority:

- A. No pet shall be tied up anywhere on Authority property for any amount of time.
- B. Pet owners will be required to make arrangements for their pets in the event of vacation or hospitalization.
- C. Dog houses are not allowed on Authority property.

## **X. Pet Rule Violation and Pet Removal**

- A. If it is determined on the basis of objective facts, supported by written statement, that a pet owner has violated a rule governing the pet policy, the Housing Authority shall serve a notice of pet rule violation on the pet owner. Serious or repeated violations may result in pet removal or termination of the pet owner's tenancy, or both.
- B. If a pet poses a nuisance such as excessive noise, barking, or whining which disrupts the peace of other residents, owner will remove the pet from premises upon request of management within 48 hours. Nuisance complaints regarding pets are subject to immediate inspections.
- C. If a pet owner becomes unable either through hospitalization or illness to care for the pet and the person so designated to care for the pet in the pet owner's absence refuses or is unable physically to care for the pet, the Housing Authority can officially remove the pet. The Authority accepts no responsibility for pets so removed.

## **XI. Rule Enforcement**

Violation of these pet rules will prompt a written notice of violation. The pet owner will have seven (7) days to correct the violation or request an informal hearing at which time the Authority's Grievance Procedure will be followed.

## **XII. Grievance**

Management and resident agree to utilize the Grievance Procedure described in the Lease Agreement to resolve any dispute between resident and management regarding a pet.

**XIII. Damage Deposit**

A “Pet Damage Deposit” will be required for dogs and cats only, however, all pet owners must comply with registration rules for all other pets. The “Pet Damage Deposit” must be paid in advance and is to be used to pay reasonable expenses directly attributable to the presence of the pet in the project including, but not limited to the cost of repairs and replacements to, and fumigation of, the resident’s dwelling unit. The amount for the “Pet Damage Deposit” will be **\$150.00.**

**XIV. Exceptions**

This policy does not apply to animals that are used to assist persons with disabilities. This exclusion applies to animals that reside in the development, as well as animals used to assist persons with disabilities that visit the development. Pets used for the purpose of aiding residents with disabilities must have appropriate certification. The Authority shall maintain a list of agencies that provide and/or train animals to give assistance to individuals with disabilities.

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Signature of Head of Household

Date

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Housing Authority Representative

Date

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**CONYERS HOUSING AUTHORITY ADMISSIONS AND  
CONTINUED OCCUPANCY POLICY**

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**Part E**

**Fraud**

## **FRAUD**

If the CHA has reason to believe that a family may have (or had before participating in the public housing programs) committed fraud, bribery, or other corrupt or criminal acts the CHA will take action to determine whether there has been program abuse. Once the CHA determines that fraud has occurred and decides to terminate the lease due to fraud the CHA will provide the family with a 30 day Notice to Evict. The CHA may require repayment by the family. Further, the CHA shall refer all fraud cases to the Regional Inspector General for Investigation (RIGID) or to local or state prosecutors with a copy to RIGID for investigation and possible criminal prosecution.

The Housing Authority considers the misrepresentation of income and family circumstances to be a serious lease and policy violation as well as a crime and will take appropriate action if apparent fraud is discovered.

***Specifically:***

1. An applicant family who has misrepresented income or family circumstances may be declared ineligible for housing assistance.
2. If any examination of the tenant's file discloses that the tenant made any misrepresentation (at the time of admission or any previous re-examination date) which resulted in his/her being classified as eligible when in fact he/she was ineligible, the tenant may be required to vacate the apartment even though he/she may be currently eligible.
3. The tenant family who has made misrepresentation of income or family circumstances is subject to both eviction and being declared ineligible for future housing assistance.
4. If it is found that the tenant's misrepresentations resulted in his/her paying a lower Tenant Rent than he/she should have paid, he/she will be required to pay the difference between rent owed and the amount that should have been paid. This amount shall be paid whether or not the tenant remains in occupancy, but failure to pay under terms established by the Housing Authority shall always result in immediate termination of the lease. The Housing Authority reserves the right to demand full payment within seven days.
5. The Housing Authority shall report apparent cases of tenant or applicant fraud to the appropriate government agency. It shall be the policy of the CHA to press state and Federal authorities for prosecution of cases which, in the Housing Authority's judgment, appear to constitute willful and deliberate misrepresentation.

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**CONYERS HOUSING AUTHORITY  
ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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**Appendix E**

**ONE STRIKE AND YOU'RE OUT POLICY  
ANTI-CRIME AND DRUG ELIMINATION POLICY**

**CONYERS HOUSING AUTHORITY  
CONYERS, GEORGIA**

**ANTI-CRIME & DRUG ELIMINATION POLICY**

*Established May 14, 1996 and revised on May 13, 2009 Board Resolution No. 385 in conjunction  
with the "Housing Opportunity Program Extension Act of 1996"*

The Conyers Housing Authority, after discussions with the City of Conyers Police Department and The Rockdale County Sheriff's Department as well as the tenants of all housing sites, has determined that there is no serious drug problem in our housing units. We do, however, have spot areas which are under suspicion of drug activity by law enforcement and tenants. This policy is intended to carry out President Clinton's "One Strike and You're Out" policy creating a system by which Housing Authority tenants suspected of a crime, including, but not limited to, drug dealing, will be investigated and, if applicable, prosecuted for their crimes. It is also intended to deter the future commencement of these activities on Housing Authority property and provide a means to investigate applicants so that those with a history of drug related crimes, alcohol abuse or other activities that threaten the health, safety or right to peaceful enjoyment of the premises of other tenants or employees of the public housing agency are not admitted.

Periodically, meetings will be held with local law enforcement to keep abreast of any new problem areas, as well as meetings with tenants and tenant groups. Residents will be encouraged to report to law enforcement or the Housing Authority (anonymously, if desired) any suspicious activity in their neighborhoods. An open-door policy towards any tenant problems or suggestions will continue to be encouraged. Tenants are to be made to feel comfortable and assured of anonymity if they choose to talk with staff regarding problems in the area.

**Drug and Crime Prevention Programs**

The Conyers Housing Authority will continue open relations with the City of Conyers Police Department as well as the Rockdale Sheriff's Department. The Housing Authority has an agreement with these agencies that they will increase patrols in all projects and do undercover work in areas where suspected drug distribution and/or other crimes are involved. Local law enforcement has also agreed to increase foot patrols in these areas. The Housing Authority will cooperate as much as possible to assist law enforcement (i.e. providing units which can be used for surveillance). Law enforcement has agreed to go door to door to educate tenants on reporting all illegal activity in order that their neighborhood will be a safer place to live.

In cases where drugs are considered to be present, Police officers are required to turn the case over to the Drug Prevention Task Force, which is a division of the City of Conyers Police Department and the Rockdale Sheriff's Department. These officers will be responsible for obtaining search warrants and/or arrest warrants. Where applicable, probable cause for the issuance of the warrant(s) will be communicated to the Asset Forfeiture Unit within the United States Attorney's Office for the Northern District of Georgia, and complaints for forfeiture would be prepared. Social service organizations and agencies would be on-line and ready to accept custody of any minor children, elderly or handicapped individuals who might be affected by the forfeiture action. Warrants for the arrest of the property itself and of any drug dealers would be executed simultaneously or sequentially. The Housing Authority would have to ensure proper storage of the personal property of the displaced tenant(s) until an Order of Forfeiture is entered.

No Loitering signs will be posted at each of the housing authority sites where groups gathered to gamble, use drugs or to simply "hang out". Police officers have been asked to give warnings first and bar non-residents off the property if he/she failed to cooperate with the Conyers Housing Authority visitors guidelines. (listed later in this policy)

Parking permits are required for all motorized vehicles belonging to tenants that will be parked on the Conyers Housing Authority property. Temporary permits are required for all guests of tenants. Illegally parked or non-operative motorized vehicles or those without a current license plate are tagged by Housing Authority staff and towed after 24 hours if not removed.

All Housing Authority staff is to be reminded periodically to report any suspicious activity witnessed in the course of their duties.

### **Tenant Responsibilities**

Tenants will be informed at initial move-in and periodically thereafter of their responsibility to help create and maintain a drug-free and crime-free environment. Residents are to be made aware of their responsibility not only for the conduct of those in their household, but also for their guests on the premises. The Housing Authority has developed and made available to all residents the following Code of Conduct:

## **CODE OF CONDUCT FOR RESIDENTS AND THEIR VISITORS/GUESTS**

### **I. VISITORS**

Visitors to all public housing communities are welcome; however the lease signed by each tenant makes him/her responsible for the conduct of their guests. Visitors are expected to act in an appropriate manner at all times and should limit their visit to the tenant's apartment and yard. Loitering and disturbing the residents of public housing will not be tolerated. Visitors should refrain from creating a disturbance.

Visitors and residents are expected to abide by all of the laws which govern the conduct of any other citizen of Conyers, Georgia. A violation of any such law or ordinance will be a violation of this policy. Some of the more obvious examples would be: arson, assault, battery, burglary, theft, robbery, criminal trespass, and criminal damage to property. Other examples would include, but are not limited to:

1. The sale, use, possession or distribution of illegal drugs or sale of alcoholic beverages on Conyers Housing Authority property.
2. Possession of alcoholic beverages in an open container outside the residence, in a parking lot, street, or other common area is prohibited. Conduct in violation of the City of Conyers open container ordinance is also a violation of this policy.
3. Interference with and intimidation of Conyers Housing Authority staff or any police officer.
4. Threats to harm or use of profanity towards the Housing Authority staff or police officer.
5. Any activity which constitutes gambling under the laws of the State of Georgia.
6. Refusal to present sufficient identification to verify one's identity to Housing Authority staff or police officer.
7. Playing loud music in an automobile on Conyers Housing Authority property or any activity that would constitute a violation of the City of Conyers noise ordinance.
8. Violation of O.C.G.A. 16-9-55 which prohibits fraudulently obtaining or attempting to obtain public housing or reduction in public housing rent and includes any person who assists another in violating this law. Any visitor who is determined to be "staying" in public housing in violation of a tenant's lease or O.C.G.A. 16-9-55 will be barred and/or prosecuted.

The above list of examples is for illustrative purposes only and is not all inclusive. Any conduct that is an offense under the laws pertaining to the other residents or the City of Conyers shall also be a violation of this policy and subject the offender to disciplinary action and/or arrest.

### **II. BARRING**

Non-residents who violate any of the prohibited acts or laws of the State of Georgia while on Conyers Housing property are subject to being barred for three months, one year, or indefinitely, depending on the circumstances of the infraction. If the offender has been sufficiently identified and an address is available, a written notice will be sent. The efforts of the Housing Authority to provide written notice will not invalidate an oral notice which shall have the same force and effect as a written notice.

### **III. APPEAL CONFERENCES**

Non-residents who are barred from Conyers Housing Authority properties will be provided an opportunity for an appeal conference to discuss the measures taken against the individual. Any requests for an appeal conference must be filed in writing at the Conyers Housing Authority's main office located at 1214 Summer Circle, Conyers, Georgia 30012 within ten days of being barred.



#### **IV. ENTRY CONFERENCES**

Non-residents who have been barred from Conyers Housing Authority property must call 770-483-9301 or visit the Conyers Housing Authority's main office located at 1214 Summer Circle, Conyers, Georgia 30012 to schedule a conference with the Executive Director, before he/she will be allowed to visit the property room which he/she was barred.

##### **Application Process**

The Conyers Housing Authority has and will continue background checks on all applications for public housing in order to help deter future crime. All applicants are asked at the time of their application if they have ever been convicted of a felony and if they have ever been involved in any drug-related crime. Applicants must sign the application to attest to their answer to this and other questions. All applicants age 17 and over must provide to the Conyers Housing Authority a copy of their criminal history from a law enforcement agency.

A credit report is also run and any past landlords and/or employers are contacted as well as probation officers, parole officers and local social service providers. The Conyers Housing Authority will also make home visits where appropriate. All information gathered will be confidential and will be kept in a secured file in the Conyers Housing Authority office until destroyed as required by the Conyers Housing Authority record retention policy.

Involvement in criminal activity on the part of any applicant family member which would adversely affect the life, health, safety or peaceful enjoyment of other residents or cause damage to the unit or development will be considered cause to deny housing. Documentation of the current use of illegal drugs/substances on the part of any applicant family that would adversely affect the health, safety and welfare of other residents will result in denial of occupancy. Applicants with any misdemeanor convictions in the past five (5) years will be denied. All applicants with any felony convictions will be denied regardless of the timeframe. Any applicant who has been evicted from public housing within the past three (3) years because of drug-related criminal activity will be denied housing, unless the applicant has completed a rehabilitation program.

Alcohol abuse is grounds for denial of occupancy if such abuse interferes with the health, safety, or right to enjoyment of the premises by other tenants. Any applicant who fails to report criminal activity will be denied. The Conyers Housing Authority will also deny occupancy to persons who the Housing Authority has reasonable cause to believe, based on illegal use or a pattern of illegal use of controlled substances, may interfere with the health, safety or right to peaceful enjoyment of the premises by other tenants.

All applicants denied housing for the above-stated reasons will be promptly notified of the basis for this decision, and the applicant will be provided the opportunity for an informal hearing on the determination. If the denial of occupancy is based on a criminal record, the Conyers Housing Authority will provide the applicant with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record.

At the time a lease for housing is signed, new tenants are informed of and given a copy of this Anti-Crime and Drug Prevention Policy. This policy is then explained to them in detail and they are told that criminal activity in our neighborhoods will not be tolerated. They are reminded of their responsibility to cooperate with the Housing Authority and local law enforcement in reporting any suspicious activity in the area.

##### **Evictions**

Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants, and all drug-related criminal activity occurring on or off the premises is cause for eviction. The tenant has promised in the lease to ensure a crime-free household, therefore the tenant is responsible for the household, regardless of whether he or she was personally engaged in the prohibited drug or other criminal activity. This Housing Authority will evict any person who the Conyers Housing Authority determines is illegally using a controlled substance, or whose illegal use of a controlled substance is determined to interfere with the rights of other tenants. Tenants must assure that neither they nor any household member or guest, or other person under their control, will engage in the prohibited drug-related or other criminal activities, and failure to abide by the lease term is grounds for eviction. Any drug-related or criminal activity in violation of the above-stated policy will be treated as a

serious violation of the material terms of the lease. This Housing Authority has a zero tolerance policy with respect to violations of lease terms regarding criminal activity. Criminal activity is cause for an eviction even in the absence of conviction or arrest.

Lease terminations and evictions based on criminal activity shall be preceded by notice and an opportunity for a hearing. Prior to the hearing, the Conyers Housing Authority will provide the tenant with a chance to examine any relevant documents, records or regulations directly related to the termination or eviction.

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**CONYERS HOUSING AUTHORITY ADMISSIONS AND  
CONTINUED OCCUPANCY POLICY**

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**Part F**

**Rent Policy**

# RENT POLICY

## 1. **Minimum Rental Amount**

The PHA has established a minimum total payment of \$50 per month.

## 2. **Rent Collection**

- a. Rent is due on the first of each month and is considered late if not paid by the tenth day of the month.
- b. If the rent is not paid by the tenth (10th) day of the month, residents shall be mailed a notice stating that their rent payment is late.
- c. A late charge of \$5.00 per day will be added to the monthly rental payment for any rent paid after the tenth (10th) day of the month.
- d. Rent will be accepted up until the court date, unless this is the second dispossession in a twelve month period. Should the resident wish to settle the suit out of court and it is not the second dispossession, resident payment shall include all past due rent, late fees, court filing fees, and other reasonable costs associated with the filing of the eviction.
- e. If a family pays their rent after the 10th day of the month three times during a twelve month period, their lease shall be terminated for chronic rent delinquency.

## 3. **Payments After the Delinquency Date**

The family may enter into a written agreement with the PHA or court to pay back all outstanding indebtedness, including unpaid maintenance charges and retro-rent, plus incurred charges.

Repayment agreements will not be entered into for delinquent rent. The option to enter into an agreement shall be solely at the discretion of the PHA. Any such agreement must provide for a quick pay out of debt, not to exceed three (3) months for the total payment. Should the family fail to make payments in accordance with the terms of the agreement to repay, the PHA shall serve a notice to vacate to the family. Should the PHA be required to enforce the terms of the lease agreement through legal action, all related court costs, attorney fees, plus any outstanding indebtedness, will be included in the judgment.

## 4. **Retroactive Rent Charges**

Retroactive Rent Charges will be due and payable within seven (7) days of written notice unless arrangements are made prior to this day to make installment payments. Normally retroactive rent installment payments must be computed not to exceed a three (3) month pay off. If the amounts are large and the tenant will not be able to pay off the retro rent charge within three (3) months a repayment schedule may be established allowing a longer period upon approval of the Executive Director.

## 5. **Vacated Tenants With Balances**

Vacated tenants will have ten (10) days from the date of the statement of Request for Refund to pay the account or make arrangements for payment. Accounts will be reported to the Credit Bureau and collection action will be taken after the expiration of this time period.

## 6. **Terms and Conditions of Payment of Security Deposits**

Prior to lease signing, the Housing Authority must receive full payment of the security deposit; however, the PHA Housing Manager retains the discretion to receive partial payment of the security deposit, with the balance due the following month. Where the family moves in on other than the first of the month, the rent will be pro-rated for that month but the full security deposit will still be due at the time of lease execution.

In properties designated for the exclusive occupancy by elderly, handicapped, or disabled persons, the PHA will allow the keeping of pets in accordance with the Housing Authority's Pet Policy and upon execution of the Pet Lease Addendum. A condition of pet ownership is the payment of a pet deposit for all dogs and cats.

## 7. **Terms and Conditions of other charges in Addition to Rent**

The resident agrees to pay for all repairs made to the unit due to resident damage or neglect. The resident must pay such charges at the first of the second month following the charge. Such

charges will be made based on actual cost of labor and materials.

In the event of damages discovered at move-out, the family's security deposit will be reduced by the amount necessary to execute repairs above "normal wear and tear." Any remaining balance will be refunded to the resident under the following conditions:

- a. The resident leaves a forwarding address or makes arrangements to pick up the deposit in person.
- b. The resident owes no other charges for excess utility consumption, late fees on rental payments etc.
- c. The remaining balance will be paid within thirty (30) days of move-out.

#### **8. Exemption for Hardship Circumstances**

The Housing Authority shall immediately grant an exemption from application of the minimum monthly rental amount to any family unable to pay such amount because of financial hardship, which shall include situations in which:

- a. The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
- b. The family would be evicted as a result of the imposition of the minimum rent requirement;
- c. The income of the family has decreased because of changed circumstances, including loss of employment;
- d. A death in the family has occurred.

If a resident requests a hardship exemption and the Housing Authority reasonably determines the hardship to be of a temporary nature, an exemption shall not be granted during the 90-day period beginning upon the making of request for the exemption. A resident shall not be evicted during the 90-day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long-term basis, the Housing Authority shall retroactively exempt the resident from applicability of the minimum rent requirement for such 90-day period.

#### **9. Family Choice of Rental Payment**

The Housing Authority shall provide two (2) rent options for any public housing dwelling unit owned, assisted, or operated by the Housing Authority:

- a. **Flat Rent:** The flat rental amount for the dwelling unit shall be based on the rental value of the unit as determined by the Housing Authority; or,
- b. **Income Based Rents:** Determining income based rents is a two step process. First, the authority calculates 30% of a family's monthly adjusted income, 10% of monthly gross income, the welfare rent (if applicable), or the minimum rent. Whichever is highest of these numbers is selected. Second, the amount chosen in the first step is compared to the ceiling rent. The lower of the two becomes the monthly TTP.

The term "adjusted income" means, with respect to the family, the amount of income of the members of the family residing in a dwelling unit or the persons on a lease, after any income exclusions as follows:

- (i) \$400.00 for any elderly or disabled family;
- (ii) The amount which 3% of the annual family income is exceeded by the sum of:
  - (a) Unreimbursed medical expenses for elderly family or disabled family;
  - (b) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each handicapped member of the family, to the extent necessary to enable any member of such family (including such handicapped member) to be employed.
- (iii) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education;
- (iv) \$480 for each member of the family residing in the household (other than the head of the household or his or her spouse) who is less than 18 years of age or is attending school or vocational training on a full-time basis, or who is 18 yrs. of age or older and is a person with disabilities;

- (v) Any payment made by a member of the family for the support and maintenance of any child, who does not reside in the household, except that the amount excluded under this clause may not exceed \$480 for each child for whom such payment is made;
- (vi) Any payment made by a member of the family for the support and maintenance of any spouse or former spouse who does not reside in the household, except that the amount excluded under this clause shall not exceed the lesser of:
  - (a) The amount that such family member has legal obligation to pay, or, (b) \$550 for each individual for whom such payment is made.
- (vii) The amount of any earned income of a member of the family who is not: (a) 18 years of age or older, and
  - (b) The head of the household (or the spouse of the head of the household).

**10. Switching Rent Determination Methods Because of Hardship Circumstances**

In case of a family that has elected to pay rent in the amount equal to the Flat Rent/Ceiling Rent for the dwelling unit, the Housing Authority shall immediately provide for the family to pay rent in the amount equal to Income Based Rent during the period for which such election was made upon a determination because of financial hardship, including:

- a. Situations in which the income of the family has decreased because of changed circumstances, loss or reduction of employment, death in the family, and reduction in or loss of income or other assistance;
- b. An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education, or similar items; or,
- c. Such other situations as may be determined by the Housing Authority.

Family switching rent determination method because of hardship circumstances shall be limited to one (1) rent switch within a twelve month period. Such rent switches are subject to interim reexamination provisions as detailed in this policy.

**11. Encouragement of Self-Sufficiency**

It is the policy of the Housing Authority to encourage and reward employment and economic self-sufficiency. As such, the authority will:

- a. Disallow earned income from rent determinations: When a family member becomes employed after being unemployed for at least one (1) year, or when income increases during the participation in any family self-sufficiency or job training program, or who is or was assisted under TANF within six (6) months and whose earned income increases, rent shall not increase for twelve (12) months after commencing work.
- b. Phase-in rent increases: Upon expiration of the 12-month period of disallowance of earned income from rent determinations, the rent payable by the family shall be increased due to continued employment of the family member, except that during the 12-month period beginning upon such expiration, the amount of the increase may not be greater than 50% of the amount of the total rent increase that would be applicable. (Rent may only increase by 50% of what it normally would during the next 12 month period.)

**12. Treatment of Income Changes Resulting from Welfare Program Requirements**

This section applies to families that receive benefits for welfare or public assistance from a state or other public agency under a program for which the federal, state, or local law relating to the program requires, as a condition of eligibility for assistance under the program, participation of a member of the family in an economic self-sufficiency program.

**a. *Decreases in Income for Failure to Comply***

For families whose welfare or public assistance benefits are reduced because of failure of any family member to comply with the conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, the amount required to be paid by the family as a monthly contribution toward the rent shall not be decreased.

**b. *Fraud***

For families whose welfare or public assistance benefits are reduced because of an act of fraud by member of the family under the law or program, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased, during

the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to fraud.

c. ***Reduction Based on Time for Assistance***

The amount required to be paid as a monthly contribution toward rent by a family whose welfare or public assistance benefits are reduced as a result of the expiration of a lifetime time limit for a family, and not as a result of failure to comply with program requirements, shall not be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to expiration of a lifetime time limit.

d. ***Notice***

The Housing Authority shall obtain written notification from the relevant welfare or public assistance agency specifying that the family's benefits have been reduced and cause for reduction prior to redetermination of monthly contribution toward rent.

e. ***Grievance***

Any family affected by sections 12.a and 12.b above shall have the right to review the determination through the Housing Authority's grievance procedure.

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**CONYERS HOUSING AUTHORITY ADMISSIONS AND  
CONTINUED OCCUPANCY POLICY**

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**Appendix F  
FLAT RENTS**



# Conyers Housing Authority

## **FLAT RENT RATES**

*(REVISED & BOARD APPROVED, June 28,2024)*

*Effective October 1, 2024*

Apartment Size	Rate
Efficiency	\$750
1 BR	\$843
2 BR	\$946
3 BR	\$1137
4 BR	\$1380
5 BR	\$1580



## Conyers Housing Authority

July 8, 2024

Residents,

We want to inform you of a new rule that has been implemented by the Department of Housing and Urban Development (HUD) by the Housing Opportunity Through Modernization Act of 2016 (HOTMA). This rule places a limit on the income of public housing residents who exceed the income limit.

According to HUD, Rockdale County is part of the Atlanta-Sandy Springs-Roswell, GA Hud Metro FMR Area. Based on 2024 The Small Area Fair Market Rent (SAFMR), our **flat rent** will increase and be implemented as follows on October 1, 2024, during our annual reexamination:

Development	Bedroom Size					
Name	0	1	2	3	4	5
GA184	\$750	\$843	\$946	\$1,137	\$1,380	\$1,580

Please note that this increase will be reflected during recertification starting in September 2024 and will be effective on October 1, 2024, rent calculations. If you have any questions or concerns regarding this adjustment, please do not hesitate to contact our office at 770-483-9301.

Thank you for your cooperation.

Brooke Alessandrone / Executive Director



## FAMILY CHOICE OF RENT

**Rent Calculation Method at any recertification** Tenants that have chosen a flat rent may request at reexamination and change to the income-based method at any time if the flat rent causes a financial hardship to the family.

The Housing Authority shall provide **two (2) rent options** for any public housing dwelling unit owned, assisted, or operated by the Housing Authority:

### Family Choice of Rental Payment:

1. **Flat Rent:** The flat rental amount for the dwelling unit shall be based on the rental value of the unit as determined by the Housing Authority; or,  
**0br = \$750 1br = \$843 2br = \$946 3br = \$1137 4br = \$1380 5br = \$1580**
2. **Income Based Rents:** Determining income-based rents is a two-step process. First, the authority calculates 30% of a family's monthly adjusted income, 10% of monthly gross income, the welfare rent (if applicable), or the minimum rent. Whichever is highest of these numbers is selected. Second, the amount chosen in the first step is compared to the ceiling rent. The lower of the two becomes the monthly TTP.

### Switching Rent Determination Methods Because of Hardship Circumstances:

In case of a family that has elected to pay rent in the amount equal to the Flat Rent/Ceiling Rent for the dwelling unit, the Housing Authority shall immediately provide for the family to pay rent in the amount equal to Income Based Rent during the period for which such election was made upon a determination because of financial hardship, including:

- a. Situations in which the income of the family has decreased because of changed circumstances, loss or reduction of employment, death in the family, and reduction in or loss of income or other assistance.
- b. An increase, because of changed circumstances, in the family's expenses for medical costs, childcare, transportation, education, or similar items; or,
- c. Such other situations as may be determined by the Housing Authority. Family switching rent determination method because of hardship circumstances shall be **limited to one (1) rent switch within a twelve-month period**. Such rent switches are subject to interim reexamination provisions as detailed in this policy.

**You are signing below stating that the Family Choice of Rental Payment has been discussed with you and you have full understanding of the choice you are making.**

**1<sup>st</sup> Resident Signature for Flat Rent** \_\_\_\_\_ **Date** \_\_\_\_\_

**or**

**2<sup>nd</sup> Resident Signature for Income Based Rent** \_\_\_\_\_ **Date** \_\_\_\_\_

**Authorized Representative** \_\_\_\_\_ **Date** \_\_\_\_\_



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**CONYERS HOUSING AUTHORITY ADMISSIONS AND  
CONTINUED OCCUPANCY POLICY**

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**Appendix G**

**CHA CREDIT POLICY**

## Conyers Housing Authority

### **CREDIT POLICY**

It is the policy of the Conyers Housing Authority to check the credit history of each applicant and applicant family member over the age of 18.

The following credit history will be cause for denial of the application:

1. If money is owed to any rental property for housing.
2. If money is owed to any utility company.
3. Excessive collections (excluding medical bills) showing a pattern of non-payment of debts.
4. Unpaid student loans. Applicant must have made on time payments for at least six (6) Consecutive months to be eligible.
5. If money is owed to another public housing authority, application will be denied until amount is paid in full.
6. If child support payments are in arrears, application will be denied.
7. If money is owed to any government entity (IRS, municipalities, state governments, etc.), application will be denied.

*Upon receipt of an unsatisfactory credit report, applicants will be notified and given the opportunity to examine credit documents and discuss credit deficiencies. All attempts will be made to work with the applicant and allow eligibility; however, policy will be followed. Applicants denied eligibility due to unsatisfactory credit will have the right to a hearing.*

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**CONYERS HOUSING AUTHORITY**  
**ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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## **Appendix H**

### **NO SMOKING POLICY**

**Board Approved April 2018**

## Conyers Housing Authority

### **NO-SMOKING** **POLICY**

It is the policy of the Conyers Housing Authority to maintain a safe and healthy smoke-free community to promote the wellbeing of its residents, guests, and employees.

#### **APPLICABILITY**

This Policy shall apply to all Conyers Housing Authority residents & guests thereof, visitors, employees, vendors, and contractors. All buildings, vehicles, land, common areas, roadways, parking areas, owned, leased, rented, or managed by the Conyers Housing Authority (CHA).

#### **DEFINITIONS**

Buildings: A permanent structure enclosed by a roof and four walls designed for the purposes of habitation and/or storage.

Common Areas: An area which is available for use by all residents, groups of residents, and their invitees.

Parking Area: Any area reasonably intended for the parking of motorized vehicles.

Smoking: The act of inhaling, exhaling, breathing, the fumes of a burning material (typically of organic origin), or carrying such material that is often referred to as a cigarette, pipe, bong, cigar, or similar item commonly used with tobacco.

Electronic Cigarette: Also known as an e-cig, or a vape, is a handheld electronic device that produces an aerosol vapor when the liquid within the device is electrically heated.

#### **POLICY**

Smoking is prohibited within 25 feet of the following CHA locations:

- Inside of any building,
- Common areas, and
- Parking areas.

Smoking is permitted outside of these areas; however all emitted smoke MUST remain greater than twenty-five (25) feet away from all prohibited areas. It is the responsibility of the smoker to position themselves far enough away so that smoke does not travel into the 25 foot perimeter of a prohibited area. Weather conditions and wind speed may cause the smoker to distance themselves significantly past the 25-ft perimeter requirement.

Electronic Cigarette: This policy **DOES** apply to the use of an electronic cigarette.

- Reservation: The CHA reserves the right to restrict the use of electronic cigarettes in any common area, or administrative building at any time for any reason. Such restriction can be temporary or permanent, and notice of the restriction can be in person verbally, or by posting a written notice at the restricted site.

#### **PROMOTION OF THIS POLICY**

The CHA will advertise and promote this policy as necessary in the future with the intent of providing a healthier environment, and such promotion may include, but will not be limited to, the following regulations:

Lease: This policy relates to Section 14(f) & Section 15(a) of the Conyers Housing Authority Dwelling Lease.

Employees: The CHA will continue to maintain its Tobacco-Free policy as stated in Section 9.5 of the Employee Policy Manual, and update such as necessary.

3<sup>rd</sup> Party Vendors/Contractors: All contracts acquiring the services of any company, contractors, vendors, or subcontractors thereof shall contain a provision in such contract referencing this policy, and said provision will specify penalties for noncompliance.

Signage: CHA shall affix “No Smoking” signs on each restricted building, parks, and playgrounds. The sign will be a sign or sticker placed in a conspicuous location at each location entrance and will reasonably indicate that smoking within that area is restricted.



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**CONYERS HOUSING AUTHORITY**  
**ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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# **Appendix I**

## **REASONABLE ACCOMODATIONS**

**Board Approved 2016**



CONYERS HOUSING AUTHORITY

### **REQUESTING AN ACCOMMODATION:**

A reasonable accommodation request can be made orally or in writing (letter or complete attached form) by the person needing the request, or someone else who is acting on behalf of the disabled person. A written request is preferred in most cases and will help prevent misunderstandings regarding what is being requested or whether the request was actually made.

All requests for accommodations should be submitted to the CHA office explaining the following:

- What is the specific change, exception, or other accommodation is being requested.
- Explain the relationship between the requested accommodation and the individual's disability.
- Ensure the reasonable accommodation request is proposed in such a manner that a reasonable person would understand it to be a request for an exception, change, or adjustment to a rule, practice, or service because of a disability.

CHA may request additional information that is deemed necessary to evaluate, if a requested reasonable accommodation, may be necessary because of a disability, such as:

- Social Security Disability Insurance benefits documentation,
- Credible statement from someone who is in a position to know about the individual's disability such as a Doctor or other medical professional, peer support group, medical or non- medical service agency, or a reliable third party.

1214 Summer Circle Conyers, GA 30012  
T: 770.483.9301 F: 770.918.8759



## **REQUEST FOR ACCOMMODATION**

If you would like to request an accommodation on behalf of yourself or a member of your household, please complete this form. You must fill in the information requested, sign your name, and **return the completed form to the Conyers Housing Authority rental office located at 1214 Summer Circle, Conyers, GA 30012.**

Today's Date: \_\_\_\_\_

Name of the person for whom  
the accommodation is being requested: \_\_\_\_\_

Head of Household Name: \_\_\_\_\_  
(if different from above)

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Requestor Status: ☐ Current Tenant ☐ Applicant (on waiting list)

### **Please answer each of the following questions:**

1. I am asking for the following: (check all that apply)

☐ Change to a Conyers Housing Authority Rule, Policy, Practice or Service

☐ Physical Change to my Public Housing Unit

☐ Other \_\_\_\_\_

2. I have a disability that is: ☐ temporary ☐ permanent

3. Please state what you are asking the Conyers Housing Authority to change or provide because of your disability: (what is the specific accommodation or modification you are requesting):

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4. Please state why the above accommodation or modification is necessary (how does your disability relate to the accommodation or modification that you requested above): \_\_\_\_\_

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5. Please list any alternative accommodations or modifications (if any) that could suit your disability-related needs, if Conyers Housing Authority is unable to grant your requested accommodation/modification: \_\_\_\_\_

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6. If this request is for an additional bedroom for medical equipment, list each piece of equipment that is being stored inside the unit: \_\_\_\_\_

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**Requestor's Signature**



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**CONYERS HOUSING AUTHORITY**  
**ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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## **Appendix J**

### **HARDSHIP POLICY**

**Board Approved September 2011**

# **CONYERS HOUSING AUTHORITY**

## **HARDSHIP EXEMPTION POLICY AND PROCEDURE**

### **September 2011**

#### **Overview**

If a PHA establishes a minimum rent greater than zero, HUD requires the PHA to grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of financial hardship. If a family's Total Tenant Payment (TTP) is higher than the minimum rent, the family is not eligible for a hardship exemption from the minimum rent. If the PHA determines that a hardship exists, the TTP is the highest of the remaining components of the family's calculated TTP.

#### **Minimum Rent Financial Hardships**

1. The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program.
2. The family would be evicted because it is unable to pay the minimum rent.
3. Family income has decreased because of changed family circumstances, including the loss of employment.
4. A death has occurred in the family.
5. Other circumstances determined by the responsible entity or HUD.

A hardship will be considered to exist under HUD definition number 1 only if the loss of eligibility has an impact on the family's ability to pay minimum rent. For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following the implementation of assistance, if approved, or the decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances.

For a family to qualify under HUD definition number 2, the cause of the potential eviction must be the family's inability to pay rent to the owner or tenant-paid utilities.

In order to qualify under HUD definition number 4, a family must describe how the death has created a financial hardship (e.g., because of funeral-related expenses or the loss of the family member's income).

#### **Hardship Exemption Requests**

To qualify for a hardship exemption, a family must submit a request for a hardship exemption in writing within fourteen (14) days of the hardship. The request must explain the nature of the hardship, the date of the hardship, its specific effect on the family's ability to pay rent, and which CHA policy(s) the family is requesting to be exempt from. Persons with disabilities, limited English proficiency, or who do not possess basic literacy skills may request assistance



from CHA staff with preparing their request. The family must comply with the CHA's request(s) for documentation or third party verification which will be necessary for hardship verification purposes.

After acceptance of the exemption request the CHA will suspend the minimum rent requirement beginning the first of the month following the family's request. Requests will be reviewed to determine if the family has actually been impacted by the minimum rent. If not, the request will not be accepted and the family will be notified in writing. CHA will not evict the family for nonpayment of minimum rent during the 90 day period beginning the month following the family's request for a hardship exemption regardless if the request is denied or not, however the tenant will still be responsible for repayment of rent owed during this period. After the 90 days the tenant can be evicted for nonpayment of current rent or retro rent owed.

### **Determination of Hardship**

Hardship requests will be considered by the CHA Executive Director or his/her designee. The Executive Director or his/her designee will make a determination within 30 days of receipt of the written request.

The Executive Director or his/her designee may require the family to meet with the Executive Director or with other CHA staff to provide additional information or may require the family to provide additional verification of any factors used in making a determination, such as the family's loss of income, unpaid expenses, notices, etc. The Executive Director or his/her designee may set conditions the family must meet in order to have the hardship request approved. Conditions may include requiring the family to apply for benefits they may be eligible for, and/or participate in a self-sufficiency program or educational classes offered by the CHA or a partnering agency. The Executive Director or his/her designee will determine if a financial hardship exists, whether the hardship is temporary (expected to last 90 days or less) or long-term (expected to last more than 90 days), and the appropriate implementation of a hardship exemption.

### **Implementation of Hardship Exemption Determinations**

#### ***No Financial Hardship***

If the CHA determines that no financial hardship exists on a minimum rent exemption request HUD requires that the CHA reinstate the minimum rent effective the date of any suspension and to require the family to repay any amounts owed under a suspension within 30 calendar days of the notice that a hardship exemption has not been granted.

For procedures pertaining to grievance hearing requests based upon the CHA's denial of a hardship exemption from minimum rent, see the CHA Grievance Policy.

***Temporary Hardship***

If the CHA determines that a qualifying financial hardship is temporary on a minimum rent exemption request, HUD requires that the family resume payment of the minimum rent and that they must repay the CHA the amounts owed during the suspension. HUD requires the CHA to offer a reasonable repayment agreement, on terms and conditions established by the CHA for the amount of back rent owed by the family.

***Long-term Hardship***

If the CHA determines that the financial hardship is long-term on a minimum rent exemption request, HUD requires the CHA to exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship. When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent.

The hardship period ends when any of the following circumstances apply:

1. At an interim or annual reexamination, the family's income has increased so that the calculated TTP is greater than the minimum rent.
2. For hardship conditions based upon hardship-related expenses, the hardship period ends if the family no longer has the expenses.

Reference: CFR 24. Sec. 5.630 Minimum rent.

The financial hardship exemption only applies to payment of the minimum rent (as determined pursuant to Sec. 5.628(a)(4) and Sec. 5.630), and not to the other elements used to calculate the total tenant payment (as determined pursuant to Sec. 5.628(a)(1), (a)(2) and (a)(3)).



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**CONYERS HOUSING AUTHORITY**  
**ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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**Appendix K**

**OVER-INCOME RESTRICTION POLICY**  
**HOTMA**

**Board Approved June 28, 2024**

This Over-Income Policy establishes procedures for handling public housing families whose income exceeds the established over-income limit as defined by the Housing Opportunity Through Modernization Act of 2016 (HOTMA) Section 103.

## Definitions

- **Over-Income (OI) Limit:** The income threshold, calculated by multiplying the Very Low-Income (VLI) limit for the applicable area by 2.4.
- **Over-Income (OI) Family:** A public housing family whose income exceeds the OI limit.
- **Grace Period:** A 24-month period following the initial OI determination during which the family retains public housing tenancy with potential rent adjustments.
- **Alternative Rent:** A non-public housing rent established for OI families who remain in the unit after the grace period.

## Over-Income Determination

During annual or interim reexaminations, the CHA will determine if a family's income exceeds the OI limit. If so, the family will be designated as Over-Income (OI).

## Over-Income Notification Process

Upon determining a family is OI, the CHA will initiate the following notification process:

1. **Initial Notice:** The CHA will provide a written notice informing the family of their OI status, outlining the grace period, and explaining potential rent adjustments. This notice will be provided within 30 days of the OI determination.
2. **Grace Period Notices:**
  - At the 12-month mark of the grace period, the CHA will send a reminder notice of the remaining grace period and potential rent adjustments.
  - At the 24-month mark, the CHA will send a final notice informing the family of the grace period's end and their options moving forward.

## Options After Grace Period

Following the 24-month grace period, the OI family will have two options:

1. **Vacate Unit:** The family may choose to vacate the public housing unit by a specified date.
2. **Alternative Rent:** The family may opt to remain in the unit and pay an alternative rent established by the Conyers Housing Authority at 80% of Fair Market Rate based on unit size.

## Policy for Establishing SAFMR

Fair Market Rate Rental amounts: According to HUD, Rockdale County is part of the Atlanta-Sandy Springs-Roswell, GA Hud Metro FMR Area. Based on 2024 The Small

Area Fair Market Rent (SAFMR). This will be the determination of the non-public housing rent, also known as “Flat Rent Rates”. Flat Rent Rates are updated annually and a part of the Flat Rent Appendix of the Conyers Housing Authority ACOP.

### **Households on a NON-Public Housing Alternative Rent Plan**

The Conyers Housing Authority will no longer conduct an annual reexamination for tenants on the Non-Public Housing Alternative Rent Plan. The Conyers Housing Authority will offer the household grievance or hearing procedures as if it were public housing-assisted. However, these so-called “non-public housing over income” (NPHOI) households cannot participate on a resident council or receive a HUD utility allowance. Once an NPHOI household has a new lease, it may only be readmitted to the public housing program if the household becomes income-eligible again.

### **Termination of Tenancy**

If the OI family does not vacate the unit by the specified date or decline the alternative rent option, the PHA will be required to initiate termination of tenancy proceedings following a fair hearing process as outlined in the CHA's Admissions and Continuing Occupancy Policy (ACOP).

### **Confidentiality**

All information regarding a family's income status will be maintained confidentially according to HUD regulations.

### **Review and Updates**

This Over-Income Policy will be reviewed periodically and updated as needed to comply with any revisions to HUD regulations or the CHA's ACOP.



July 2, 2024

Jane Doe  
1214 Summer Circle  
Conyers, G A30012

Dear Ms. :

This letter is to advise you that after reviewing your re-examination dated \_\_\_\_\_, your total household income is at \$\_\_\_\_\_ and is currently over the HUD income limits. **The current 2024 Income Limits for Rockdale County are as follows;** (1) Person-\$60,200, (2) Persons-\$68,800, (3) Persons-\$77,400, (4) Persons-\$86,000, (5) Persons-\$92,900, (6) Persons-\$99,800, (7) Persons-\$106,650 and (8) Persons \$113,550.

Please refer to the Code of Federal Regulations listed below:

**24 CFR 884.116 - Establishment of income limit schedules; 30 percent occupancy by very-low income families. (a) HUD will establish schedules of Income limits for determining whether families qualify as Low-Income Families(80%) and Very Low-Income Families(50%).**

This means you no longer meet the income requirements for the public housing program.

If, at your next annual reexamination your income remains above the current HUD income limits, this will serve as notification that we will not be able to offer you housing and continue your lease effective

If you have any questions, please contact Jennifer Douglas at 770.483.9301.

Sincerely,  
Conyers Housing Authority





July 2, 2024

Jane Doe  
1214 Summer Circle  
Conyers, G A30012

Dear Ms. \_\_\_\_\_ :

This letter is to advise you that after reviewing your re-examination dated \_\_\_\_\_, your total household income is at \$\_\_\_\_\_ and is currently over the HUD income limits. **The current 2024 Income Limits for Rockdale County are as follows;** (1) Person-\$60,200, (2) Persons-\$68,800, (3) Persons-\$77,400, (4) Persons-\$86,000, (5) Persons-\$92,900, (6) Persons-\$99,800, (7) Persons-\$106,650 and (8) Persons \$113,550.

Please refer to the Code of Federal Regulations listed below:

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This means you no longer meet the income requirements for the public housing program.

If, at your next annual reexamination your income remains above the current HUD income limits, this will serve as notification that we will not be able to offer you housing and continue your lease effective \_\_\_\_\_.

If you have any questions, please contact Jennifer Douglas at 770.483.9301.

Sincerely,  
Conyers Housing Authority

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**CONYERS HOUSING AUTHORITY  
ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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**Appendix L**

**UTILITY ALLOWANCES**

## UTILITY ALLOWANCES

### Gas Allowances (in therms)

	<i>1<sup>st</sup></i> <i>Otr</i>	<i>2<sup>nd</sup></i> <i>Otr</i>	<i>3<sup>rd</sup></i> <i>Otr</i>	<i>4<sup>th</sup></i> <i>Otr</i>
<b><u>GA184-1</u></b>				
1 BR	217	62	44	166
2 BR	262	85	65	204
3 BR	320	113	90	252
4 BR	382	138	111	302
5 BR	480	164	129	376
<b><u>GA184-2</u></b>				
<b>END UNITS</b>				
1 BR	150	55	44	119
2 BR	184	77	65	149
3 BR	240	104	89	195
<b>SINGLE FAMILY UNITS</b>				
3 BR	256	106	89	207
4 BR	292	129	110	238
5 BR	333	149	128	272
<b><u>GA184-3</u></b>				
<b>END UNITS</b>				
0 BR	176	57	43	136
1 BR	195	59	44	150
2 BR	237	83	65	186
<b>MIDDLE UNITS</b>				
1 BR	156	55	44	123

	<i>1<sup>st</sup></i> <i>Otr</i>	<i>2<sup>nd</sup></i> <i>Otr</i>	<i>3<sup>rd</sup></i> <i>Otr</i>	<i>4<sup>th</sup></i> <i>Otr</i>
<b><u>GA184-5</u></b>				
<b>END UNITS</b>				
1BR	149	55	44	118
2BR	183	77	65	148
3BR	224	103	89	184
<b>MIDDLE UNITS</b>				
1 BR	127	52	44	103
<b>SINGLE FAMILY UNITS</b>				
4BR	290	128	110	237
<b><u>GA 184-6</u></b>				
<b>END UNITS</b>				
1 BR	149	55	44	118
2 BR	183	77	65	148
3 BR	224	103	89	184
<b>MIDDLE UNITS</b>				
1 BR	127	52	44	103
2 BR	166	75	65	136
<b>SINGLE FAMILY UNITS</b>				
4 BR	290	128	110	237

# HOUSING AUTHORITY OF THE CITY OF CONYERS UTILITY ALLOWANCES SHEET

**ELECTRICAL ALLOWANCE UPATE- Effective October 1, 2024**

**GA 184-1 TAYLOR, GRIGGS, & STEELE)**

<u>ROOMS</u>	<u>Over 65 &amp; INCOME&lt;\$30,120</u>	<u>ALL OTHERS</u>
1 BR	\$20.00	\$44.00
2 BR	\$30.00	\$54.00
3 BR	\$40.00	\$64.00
4 BR	\$51.00	\$75.00
5 BR	\$61.00	\$85.00

**GA 184-2 (EDWARDS, TRAVIS, & HARDIN)**

<u>ROOMS</u>	<u>Over 65 &amp; INCOME&lt;\$30,120</u>	<u>ALL OTHERS</u>
1 BR	\$20.00	\$44.00
2 BR	\$30.00	\$54.00
3 BR	\$40.00	\$64.00
4 BR	\$51.00	\$75.00
5 BR	\$61.00	\$85.00

**GA 184-3 (HEWLETT)**

<u>ROOMS</u>	<u>Over 65 &amp; INCOME&lt;\$30,120</u>	<u>ALL OTHERS</u>
0 BR	\$16.00	\$40.00
1 BR	\$20.00	\$44.00
2 BR	\$30.00	\$54.00

**GA 184-6 (ALLEN CIRCLE)**

<u>ROOMS</u>	<u>Over 65 &amp; INCOME&lt;\$30,120</u>	<u>ALL OTHERS</u>
1 BR	\$20.00	\$44.00
2 BR	\$30.00	\$54.00
3 BR	\$40.00	\$64.00
4 BR	\$51.00	\$75.00

The Housing Authority supplies **gas** and **water**; however, residents are charged the amount they use over the above allowances for these utilities. Meters are read every three months (March, June, September, and December) on or about the 18<sup>th</sup> of the month. If you receive a bill, it must be paid in thirds along with your rent. For example, if you receive a bill for \$27.00 from the March 18<sup>th</sup> reading, you must pay at least \$9.00 with your April, May and June rent.

\*You are responsible for securing electricity in your name with Georgia Power. The electrical allowance has been deducted from your monthly rental amount during initial calculations.

Requests for relief from surcharges for excess consumption of PHA-purchased utilities, or from payment of utility supplier billings in excess of the allowances for resident-purchased utilities, may be granted by the PHA on reasonable grounds, such as special needs of elderly, ill or disabled residents, or special factors affecting utility usage not within the control of the resident, as the PHA shall deem appropriate. The PHA's criteria for granting such relief:

1. The family has lost eligibility for or is awaiting an eligibility determination for federal, state, or local assistance program.
2. The family would be evicted because it is unable to pay the minimum rent.
3. Family income has decreased because of a changed family circumstance, including the loss of employment.
4. Other circumstances determined by the responsible entity or HUD.

To submit a hardship request for individual relief of Utility Allowances, please contact a CHA Staff person and CHA will provide a Reasonable Accommodations Form that must be completed and submitted to the CHA Office for review.