



*Statement of Corporate Policies
Governing the Leasing and Residency of Assisted Apartments*

Adopted by the Board of Commissioners
June 16, 2004

Revision 5

Amended by the Board of Commissioners
April 14, 2010

The Housing Authority of the City of Atlanta, Georgia

Statement of Corporate Policies Governing the Leasing and Residency of Assisted Apartments Revision 5 ¹

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¹ The *Statement of Corporate Policies Governing the Leasing and Residency of Assisted Apartments* (Statement of Corporate Policies) was originally adopted by the Board of Commissioners on June 16, 2004. The Board of Commissioners adopted amendments to the Statement of Corporate Policies on April 25, 2005, September 9, 2005, December 12, 2005, April 25, 2007 and April 30, 2008. The current Revision 5 is based on amendments adopted by the Board of Commissioners on April 14, 2010.

The Housing Authority of the City of Atlanta, Georgia
Statement of Corporate Policies
Governing the Leasing and Residency of Assisted Apartments

PREAMBLE

This *Statement of Corporate Policies Governing the Leasing and Residency of Assisted Apartments* (“Statement of Corporate Policies”) is the policy document that governs the leasing and residency of public housing-assisted apartments owned, affiliated, or sponsored by The Housing Authority of the City of Atlanta, Georgia (“Atlanta Housing Authority”). The Statement of Corporate Policies is organized around Atlanta Housing Authority’s guiding principles and its corporate vision, Healthy Mixed-Income Communities.

For purposes of the Statement of Corporate Policies, any apartment that receives public housing operating subsidy, regardless of the ownership structure of the community in which the apartment is located, is referred to as an “Assisted Apartment.” Atlanta Housing Authority-owned public housing developments with Assisted Apartments are referred to as “Affordable Communities.” Privately-owned market rate, mixed income communities with a percentage of Assisted Apartments are referred to as “Signature Communities” or “Mixed-Income, Mixed-Finance Communities.” These communities are owned by a limited partnership or similar ownership structure (“Owner Entity”); are sponsored and/or developed, in part, by Atlanta Housing Authority, who may or may not have a ground lease on the real estate; and are independently operated by the Owner Entity’s managing general partner and professional management company.

Atlanta Housing Authority and the U.S. Department of Housing and Urban Development (HUD) entered into the Amended and Restated Moving to Work Agreement, effective as of November 13, 2008, as further amended by that certain Second Amendment to the Moving to Work Agreement, effective as of January 16, 2009, as may be amended or extended from time to time (“MTW Agreement”). As a result of the statutory and regulatory relief provided to Atlanta Housing Authority under the MTW Agreement, the Statement of Corporate Policies outlines policies that support the creative design and implementation of initiatives to enhance the quality of life of residents, promote resident economic and lifestyle independence and foster the development of excellent, mixed-income communities.

The Statement of Corporate Policies was adopted by Atlanta Housing Authority’s Board of Commissioners on June 16, 2004. Four revisions of the Statement of Corporate Policies have been approved subsequent to the original date of adoption. This is the fifth revision of these policies.

Administrative procedures, processes, protocols, and management practices for any policy, initiative, or approach shall be developed following the intent of the Statement of Corporate Policies and may be amended from time to time at the discretion of Atlanta Housing Authority.

PART I- INTRODUCTION

ARTICLE ONE. OBJECTIVE

The Statement of Corporate Policies is Atlanta Housing Authority's policy document for the leasing and occupancy of Assisted Apartments in support of Atlanta Housing Authority's Vision of Healthy Mixed-Income Communities; Healthy Self-Sufficient Families.

ARTICLE TWO. MANAGEMENT AND ADMINISTRATION

1. The Operations Division is responsible for developing and implementing written operating procedures for the Affordable Communities that are consistent with the Statement of Corporate Policies.
2. Owner Entities and their professional private-sector management companies are responsible for developing and implementing written operating procedures for the Signature Communities that are consistent with the Statement of Corporate Policies and to the requirements of other funding sources to the extent that Signature Communities may be subject to stricter requirements. Such operating procedures are subject to review by Atlanta Housing Authority in coordination with the oversight procedures of other funding sources in order to ensure consistency with the intent of all policies and requirements.
3. For the purposes of the Statement of Corporate Policies the written operating procedures under Sections 1 and 2 above are referred to as Management Operating Procedures.
4. For the purposes of the Statement of Corporate Policies, Atlanta Housing Authority and Owner Entity private management companies, collectively or individually, as appropriate, will be referred to as "Management Agent.")

ARTICLE THREE. MOVING TO WORK ANNUAL PLAN

1. As a Moving to Work agency, Atlanta Housing Authority will establish, implement and evaluate innovative cost-effective affordable housing strategies for Assisted Apartments that are designed to improve operational efficiencies and help low income families achieve greater economic independence.

2. While recognizing that implementation of various policy initiatives may be immediate, progressive, or refined through various activities and demonstration programs, the implementation of those strategic initiatives, not immediately enumerated in Atlanta Housing Authority's Moving to Work (MTW) Annual Plan, may be advanced, provided such strategic initiatives are consistent with the Statement of Corporate Policies and the spirit and intent of the authorizations under the MTW Agreement.

ARTICLE FOUR. APPLICABILITY OF POLICIES TO APPLICANTS AND RESIDENTS

The Statement of Corporate Policies applies to all Applicants, Residents, and members of Applicant and Resident households, including the heads of household, with respect to their compliance with all policies related to their application for and residency of an Assisted Apartment. The singular use of the terms "Resident" and "Applicant" shall be deemed to include all household members for the purposes of this Statement of Corporate Policies.

ARTICLE FIVE. SITE-BASED WAITING LIST POLICY

The Site-Based Waiting List Policy established the equitable and consistent administration of independent site-based waiting lists at each AHA-owned Affordable Community and each Signature Community. This policy provides for the fair and equitable selection of eligible and qualified Applicants from a community waiting list rather than from a centralized pool. Although an Applicant can only lease one Assisted Apartment, Applicants have the freedom to submit applications to the site-based waiting list of the community or communities of their choice, provided the site-based waiting list is open and receiving applications.

HUD's Assistant Secretary of Fair Housing and Equal Opportunity approved Atlanta Housing Authority's Site-Based Waiting List Policy for the Olympic Legacy Program by letter dated June 28, 1996. The Mixed-Income, Mixed-Finance Community Site-Based Waiting List Policy Addendum to the Olympic Legacy Program was approved on June 25, 1999. The Affordable Housing Community Site-Based Waiting List Policy was adopted by Atlanta Housing Authority's Board of Commissioners on January 30, 2002. The implementing protocols for the Site-Based Waiting List Policy are memorialized as separate policy documents and are hereby included, by reference, in this Statement of Corporate Policies.

ARTICLE SIX. FAIR HOUSING AND EQUAL OPPORTUNITY

1. Atlanta Housing Authority supports all applicable Federal and State nondiscrimination and fair housing laws and applicable HUD regulations in all housing and program activities. Atlanta Housing Authority monitors fair housing and equal opportunity compliance at all of the communities governed by this Statement of Corporate Policies.
2. Atlanta Housing Authority acknowledges the protections afforded victims under the *Violence Against Women Act*, and has included administrative measures to address those protections in its Management Operating Procedures, as applicable.
3. Atlanta Housing Authority acknowledges the importance of serving Limited English Proficiency (LEP) persons. The extent to which it is determined that a significant number or proportion of the population residing in an Affordable Community is comprised of LEP persons, Atlanta Housing Authority will develop and implement a LEP Plan to address the needs of such persons, as appropriate and in consideration of the cost and availability of resources that would be needed to provide translation services to LEP persons.

ARTICLE SEVEN. REASONABLE ACCOMMODATION

1. Atlanta Housing Authority shall assist persons with disabilities who are Applicants, Residents, employees and visitors to Atlanta Housing Authority offices and communities to participate in programs on the same basis as persons who do not have such disabilities. Atlanta Housing Authority will make reasonable and necessary accommodations for persons with disabilities so that each such person may participate in a meaningful manner, and benefit from, all Atlanta Housing Authority-sponsored programs and activities. These reasonable accommodations shall extend to Atlanta Housing Authority's applications procedures, program participation and facilities enhancement activities.

2. Atlanta Housing Authority and Owner Entities through their respective Management Agents shall (i) set forth a process for Applicants, Residents and members of the public who participate in programs in Affordable Communities and/or Signature Communities to request reasonable accommodations; (ii) provide forms for individuals to request reasonable accommodation(s); (iii) set forth specific procedures regarding the acceptance, processing and disposition of reasonable accommodation request(s), including timeframes; and (iv) provide formal appeal/grievance procedures for individuals who have been denied reasonable accommodation(s).
3. As a component of Atlanta Housing Authority's reasonable accommodation efforts, Atlanta Housing Authority will advise Applicants, Residents, employees and members of the public of the right to effective communication in programs, services and activities. Management Operating Procedures will ensure that:
 - A. Interested persons, including persons with hearing, visual or cognitive disabilities, can obtain information concerning the existence and location of accessible services, activities, and facilities;
 - B. Atlanta Housing Authority, Owner Entities, or Management Agents shall furnish appropriate auxiliary aids and services, where necessary, to afford a person with disabilities an equal opportunity to participate in programs, services and activities. In determining what auxiliary aids are necessary, Atlanta Housing Authority, Owner Entities, or Management Agents shall give primary consideration to the requests of the person with disabilities unless doing so would result in a fundamental alteration of programs or activities, or an undue financial and administrative burden; and
 - C. Residents and Applicants are aware of alternative, non-written methods to request a reasonable accommodation and the availability of forms and information in alternative formats.

ARTICLE EIGHT. DECONCENTRATION OF POVERTY

1. In order to realize its corporate vision of Healthy Mixed-Income Communities, Atlanta Housing Authority is pledged to outcomes that lead to the deconcentration of poverty in the management of its Affordable Communities and the creation of market rate, mixed income communities.

2. Atlanta Housing Authority's fair and equitable Site-Based Waiting List Policy for Assisted Apartments at each Affordable and Signature Community strengthens the concepts of community building and housing choice. Based on available housing opportunities, Applicants choose communities according to location, amenities, job opportunities, schools, and neighborhoods. The result is a policy approach that supports the deconcentration of poverty.
3. Under Moving to Work, Atlanta Housing Authority has the authority to pursue locally driven policies, procedures and programs with the aim of developing better, more efficient and effective ways of providing quality, mixed-income housing to low income families
4. Atlanta Housing Authority will also continue to reposition its portfolio of distressed and obsolete public housing developments through a variety of strategies, foremost of which is the transformation of its conventional public housing developments into market-rate, mixed-income communities, each with a seamless affordable component and households having a range of incomes and diverse backgrounds.

ARTICLE NINE. FRAUD AND MISREPRESENTATION

1. Applicants and Residents are required to provide truthful, complete information relating to participation in other housing subsidy programs, income from all sources, household composition, and all household background information to qualify for initial eligibility and continued residency in an Assisted Apartment.
2. Applicants and Residents who engage in acts of fraud and misrepresentation are subject to prosecution under State and Federal laws, and where appropriate, will be referred for such prosecution by Atlanta Housing Authority.
3. Any Applicant or Resident who has made any intentional misrepresentation at the time of admission, during any subsequent Lease Renewal Review, or at any other time shall be denied admission or be subject to termination or non-renewal of tenancy, as applicable.
4. Applicants who are denied admission due to intentional misrepresentation of his/her criminal history shall have the right to an informal review as set forth in the Statement of Corporate Policies.

ARTICLE TEN. PRIVATE SECTOR INNOVATION

In order to take advantage of private sector innovation, Atlanta Housing Authority may make available to the Owner Entities of Signature Communities the least restrictive regulatory requirements to achieve goals in accordance with the MTW Annual Plan. Owner Entities may engage in innovative activities in developing and implementing management practices and streamlined processes; higher community standards; and quality of life initiatives in order to create quality living environments.

1. Owner Entities are authorized, subject to the approval of the Atlanta Housing Authority, to create, adopt and implement their own occupancy, leasing and rent policies for public housing-assisted Residents and eligible Applicants with respect to their communities.
2. Innovative policies and procedures could include, but are not limited to, new rent structures such as affordable fixed rents; standard deductions; application and waiting list procedures; eligibility and/or suitability criteria; meaningful economic independence milestones; and term limits.
3. Such innovative policies and procedures, once approved by Atlanta Housing Authority, will supplement and will not be considered in conflict with this Statement of Corporate Policies and Atlanta Housing Authority's requirements for Assisted Apartments.

PART II - APPLICANT AND RESIDENT SUITABILITY

ARTICLE ONE. DEFINITIONS OF FAMILY

1. A Family is defined as two or more persons who may or may not be related that are residing together in the same household.
2. An Elderly Family is defined as a Family in which the head-of-household, spouse, or sole adult member of the household is age 62 or older.
3. A Disabled Family is defined as a Family in which the head-of-household, spouse, or sole adult member of the household is a person with a verifiable disability.

4. Any member of an Elderly Family or Disabled Family who is not elderly (62 years or older) or a person with a verifiable disability, other than an approved live-in-aide or a household member who is otherwise needed in the home as a reasonable accommodation to care for an elderly and/or disabled household member based on verifiable circumstances for a recognized period of time, must be in compliance with the qualifications outlined in Article Two and Article Four of this Part II.

ARTICLE TWO. DETERMINING CRITERIA

1. An Applicant desiring to lease an Assisted Apartment must first demonstrate that (a) Applicant meets one of the definitions of Family and is an eligible low income household based on total annual household income pursuant to and verified according to U. S. Department of Housing and Urban Development (HUD) rules and regulations and as provided in Atlanta Housing Authority's MTW Annual Plan; (b) Applicant satisfies HUD's statutory and regulatory requirements for citizenship/eligible immigrant status; (c) each school-age member of the Applicant's household who is under 18 years of age and who has not completed her/his secondary education may be required to enroll and attend an accredited public or private secondary academic or technical school (d) provided the Applicant household is not an Elderly Family or a Disabled Family as defined in Article One of this Part II, at least one adult member of the Applicant household, 18 years of age or older, is either legally and gainfully employed on a full-time basis for at least 30 hours per week or legally and gainfully self-employed in a legitimate business enterprise, appropriately documented, for at least 30 hours per week as defined by the Management Operating Procedures; (e) each other member of the Applicant's household, 18 years of age and older, including each other household member in an Elderly Family or Disabled Family, is either (1) legally and gainfully employed or self-employed (as described above) on a full-time basis for at least 30 hours per week; (2) a full-time student at an Atlanta Housing Authority recognized school or institution; (3) employed (but not self-employed) on a part-time basis and either attending an Atlanta Housing Authority recognized school or institution on a part-time basis or participating in an Atlanta Housing Authority-approved training program for a combined minimum total of 30 hours per week for employment and education/training;

(4) elderly; or (5) disabled; and (f) Applicant would be a suitable Resident based on past satisfactory behavior including, but not limited to, housekeeping performance, acceptable payment records for rent and/or utilities (as applicable), acceptable credit history, acceptable criminal background record, and a commitment to abide by the Dwelling Lease offered to eligible Applicants (the "Lease").

2. A Resident of an Assisted Apartment must continue to demonstrate that the Resident is a suitable Resident based on satisfactory behavior as a renter including, but not limited to, housekeeping performance, good payment records for rent, other charges and utilities, satisfactory record of lease compliance, and an acceptable criminal background record.
3. All Applicants and Residents must certify at application, and Residents must certify at recertification, that they have the ability to comply with all requirements of the Lease, including, but not limited to, those which require the ability to exit the building in the event of an emergency and such other related certifications as deemed appropriate by Atlanta Housing Authority, without Atlanta Housing Authority having to provide services beyond those stated in the Lease. This responsibility applies to all Applicants and Residents, including those Applicants and Residents who may have physical or mental impairments that otherwise cannot be addressed by reasonable accommodations.

ARTICLE THREE. INITIAL LEASING CONSIDERATIONS

1. An Applicant desiring to lease an Assisted Apartment must apply at the community or communities of the Applicant's choice according to the Management Operating Procedures.
2. An Applicant who applies will be placed on the applicable site-based waiting list for the community or communities in accordance with the Applicant Selection Policies.
3. Certain communities with Assisted Apartments may require Applicants to pay an appropriate non-refundable leasing fee, which may be applied to the Applicant's security deposit, provided the Applicant is offered and accepts the offer of an Assisted Apartment.
4. Applicants will provide all information on all household members requested in the application for admission on the form in use by the Management Agent.

5. The application for admission will give persons with disabilities the opportunity to (i) specify whether they need a unit with accessible features and describe the necessary accessibility features they require; (ii) specify if they require reasonable accommodation(s) in their housing and/or during the application process; and (iii) request a copy of Atlanta Housing Authority's Reasonable Accommodation Policy.
6. Application information for Applicants will include the name and contact information of the Management Agent for each community, and the name and contact information of Atlanta Housing Authority's Section 504/ADA Coordinator, including the TDD/TTY number or Georgia Relay Service telephone number.

ARTICLE FOUR. APPLICANT SELECTION POLICIES

Applicants for Assisted Apartments, whether located in Affordable Communities or Signature Communities, will be placed on the applicable site-based waiting list in accordance with the requirements as set forth in this Article Four.

1. Order of Applicant Selection for Communities where the Resident Population is comprised of Elderly, Almost-Elderly and/or Non-Elderly Disabled Residents:
 - A. To be considered for a Community for Elderly, Almost-Elderly and/or Non-Elderly Disabled Residents, an Applicant must be a household whose head or spouse (if married) or sole member is:
 - (i) Elderly (62 years of age or older);
 - (ii) Almost Elderly (55-61 years of age); or
 - (iii) Non-Elderly Disabled (a person less than 62 years of age with a disability).

Applicants who do not qualify as outlined above are not eligible for admission.

- B. Atlanta Housing Authority pursuant to its MTW Annual Plan will strive to achieve an optimal balance of Elderly, Almost Elderly, and Non-Elderly Disabled Residents in senior communities that do not have a designation pursuant to paragraph C of this Section. The Management Agents of such communities shall be permitted to admit applicants from the waiting list at a ratio of *four (4) Elderly and Almost Elderly Applicants to one (1) Non-Elderly Disabled Applicant* in order to achieve the optimal balance.

- C. Atlanta Housing Authority in accordance with its Moving to Work Annual Plan may designate up to 100% of the Assisted Apartments in a community for Elderly, Almost Elderly, or Non-Elderly Disabled Residents, as applicable and appropriate.
 - D. In the event there is an insufficient number of Elderly and Almost Elderly Applicants to admit to Assisted Apartments pursuant to paragraphs B and C above, Atlanta Housing Authority may, in its sole discretion, exercise its authority to permit Elderly and/or Almost Elderly Applicants on the Housing Choice Program waiting list to be selected for screening and admission, if approved, to a senior community with Assisted Apartments.
 - E. To the extent that either a current Resident or eligible Applicant requires the accessibility features of an available Uniform Federal Accessibility Standards Unit (“UFAS-Accessible Unit”), the requirements in Article Five of this Part II will take precedence in the order of selection.
2. Order of Applicant Selection for a Community.
- A. The order of selection of an Applicant from a site-based waiting list in a community with Assisted Apartments will be according to the ranking of the Applicant’s application by either date-and-time of application or lottery, as applicable. To the extent that either a current Resident or eligible Applicant requires the accessibility features of an available Uniform Federal Accessibility Standards Unit (“UFAS-Accessible Unit”), the requirements in Article Five of this Part II will take precedence in the order of selection.
 - B. Provided the Applicant is not an Elderly Family or a Disabled Family as defined in Article One of this Part II, at least one adult member of the Applicant household, 18 years of age or older, must be either legally and gainfully employed on a full-time basis for at least 30 hours per week or legally and gainfully self-employed in a legitimate business enterprise, appropriately documented, for at least 30 hours per week as defined by the Management Operating Procedures; and all other members of the household, including such other household members in an Elderly Family or Disabled Family, must be either:

- i. 18 to 61 years old and legally and gainfully employed or self-employed (as described above) on a full-time basis at least 30 hours per week;
 - ii. 18 to 61 and attending an Atlanta Housing Authority recognized school or institution as a full-time student;
 - iii. 18 to 61 years of age and engaged in a combination, totaling at least 30 hours per week, of legal employment (but not self employment), education (attending an Atlanta Housing Authority recognized school or institution) and/or participation in an Atlanta Housing Authority-approved training program ;
 - iv. Elderly; or
 - v. Disabled.
3. General Considerations for Applicant Selection from a Site-Based Waiting List.
- A. To be eligible for selection, an Applicant’s eligibility and qualifications must be verified through appropriate documentation as reasonably required by the Management Agent in the Management Operating Procedures.
 - B. An Applicant’s placement on a site-based waiting list at an Affordable Community and/or Signature Community shall be based on either the date-and-time of application or a random method such as a lottery, as determined by the Management Agent in accordance with the Statement of Corporate Policies and the Management Operating Procedures. In either case, to the extent that either a current Resident or eligible Applicant requires the accessibility features of an available Uniform Federal Accessibility Standards Unit (“UFAS-Accessible Unit”), the requirements in Article Five of this Part II will take precedence in the order of selection.
 - C. The site-based waiting list will be opened following a public notice which will contain the following information:
 - i. Location of the Affordable or Signature Community where applications may be placed;
 - ii. Availability of Assisted Apartments by bedroom size;
 - iii. Explanation of basic eligibility criteria for Applicants; Special Qualifications, if any (e.g. work/program requirement);

- iv. Method of Selecting Applications (date and time of application, or by a random method such as a lottery);
- v. Fair Housing Logo or statement; and
- vi. Accessibility Logo or statement.

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- D. If the public notice does not include the closing date of the site-base waiting list then a separate public notice must be published to announce the closing date of the site-based waiting list.
- E. The Management Agent will ensure that the opening and/or closing of a site-based waiting list will be published in selected newspapers of general public circulation, including minority and foreign language newspapers (for persons with LEP) that may be available to potential Applicants in order to ensure fair and equitable marketing efforts. The selection of such newspapers will be in accordance with the Management Operating Procedures and/or Affirmative Fair Housing Marketing Plan, as applicable.
- F. The method used in ranking Applicants on the site-based waiting list for an Assisted Apartment determines the organization of applicants on the site-based waiting list. Applicants ranked by date-and-time of application will be organized according to bedroom size eligibility whereby the application with the earliest date-and-time will be first. Applicants ranked by lottery will be organized according to bedroom size eligibility in sequential numerical order, first to last, of the random selection. In the case of the reoccupancy of a revitalized community, eligible returning residents of the former public housing project will be placed on the applicable site-based waiting list and given first consideration as Applicants for an Assisted Apartment prior to any consideration given to other Applicants who were placed on the applicable site-based waiting list according to a public notice.
- G. The maintenance of a site-based waiting list with respect to updating applications, notice letters, and purges will be detailed in the Management Operating Procedures.

4. General Consideration for Mixed-Income, Mixed-Finance Communities
 - A. At least five percent (5%) of all Assisted Apartments in Mixed-Income, Mixed-Finance Communities will be available to eligible and qualified Applicants and Residents with disabilities who require UFAS-Accessible Units, provided the Assisted Apartment unit count remains within the limits established by the governing legal and financial agreements should the percentage exceed five (5%).
 - B. While still subject to the requirements of the Low Income Housing Tax Credit program under Section 42 of the federal Internal Revenue Code, and in consideration of the expected income levels of residents of apartments other than Assisted Apartments being contemplated by Owner Entities of Mixed Income Mixed Finance communities with Assisted Apartments, such Owner Entities are hereby permitted to manage admissions to an appropriate goal of a broad range of incomes whereby fifty percent (50%) of Assisted Apartments would be occupied by Resident families with incomes less than thirty percent (30%) of area Median Income for the Atlanta, Georgia MSA (adjusted for family size) and fifty percent (50%) by Resident families with incomes equal to or greater than thirty percent (30%) Median Income for the Atlanta, Georgia MSA (adjusted for family size).

ARTICLE FIVE. ORDER OF SELECTION FOR UFAS-ACCESSIBLE UNITS

1. Atlanta Housing Authority identifies and prioritizes the needs of eligible Residents and Applicants who require the accessibility features of a UFAS-Accessible Unit in a centralized database according to the date and time of a Resident's transfer request, or the date and time or ranking by lottery, as applicable, of an Applicant's application. This database ("UFAS-Accessible Unit Database") maintains data on such Residents and Applicants for both the Affordable Communities and Signature Communities.
2. Each Affordable Community and each Signature Community will maintain a separate, site-based UFAS-Accessible Unit Waiting List ("UFAS Waiting List") for eligible Applicants and Residents with disabilities that require UFAS-Accessible Units.

3. The UFAS-Accessible Unit Database is established to provide:
 - A. Direct assistance to Residents and Applicants with disabilities, upon request, in the application for an available UFAS-Accessible Unit in any Affordable Community or Signature Community;
 - B. A process for notifying and referring residents from the database to the Affordable Communities and Signature Communities with openings on the respective site-based UFAS Waiting Lists;
 - C. A process for notifying and referring Applicants from the database to the Affordable Communities and Signature Communities with openings on the respective site-based UFAS Waiting Lists; and
 - D. A method for monitoring the maximization of occupancy of Assisted Apartments that are UFAS-Accessible Units, in Affordable Communities and Signature Communities, by Residents who require the accessibility features of those units.
4. When a UFAS-Accessible Unit becomes available in the appropriate bedroom size in an Affordable Community, the Management Agent shall offer the UFAS-Accessible Unit as follows:
 - A. First, to a current Resident with disabilities in an Affordable Community who is being relocated due to Atlanta Housing Authority revitalization activities and who requires the accessibility features of the available UFAS-Accessible Unit;
 - B. Second, to a current Resident with disabilities in the same Affordable Community who requires the accessibility features of the available UFAS-Accessible Unit and is occupying a unit without those features;
 - C. Third, if there is no current Resident in the same Affordable Community who requires the accessibility features of the available UFAS-Accessible Unit and wishes to reside in that unit, then it will be offered to an eligible, qualified current Resident with disabilities, according to date and time of transfer request, residing in another Affordable Community, who requires the accessibility features of the available, UFAS-Accessible Unit and is occupying a unit without these features;

- D. Fourth, if there is no current Resident in any Affordable Community who requires the accessibility features of the vacant, UFAS-Accessible Unit and wishes to reside in that unit, then it will be offered to an eligible, qualified current Applicant with disabilities, according to date and time of application on the site-based waiting list of the same Affordable Community who requires the accessibility features of the available UFAS-Accessible Unit;
 - E. Fifth, if there is no qualified Applicant on the site-based waiting list of the same Affordable Community who requires the accessibility features of the vacant, UFAS-Accessible Unit, then it will be offered to an eligible, qualified Applicant with disabilities, according to date and time of application, on the site-based waiting list of another Affordable Community who requires the accessibility features of the available, UFAS-Accessible Unit; and
 - F. Sixth, if there is not an eligible, qualified Resident or Applicant with disabilities in the Affordable Communities who wishes to reside in the available, UFAS-Accessible Unit, then the unit may be offered to the next Applicant or Resident, according to the date and time of the transfer request or application, in the Affordable Community who does not need the accessibility features of the unit. The occupying Resident will sign a lease or lease addendum that requires the Resident of any UFAS-Accessible Unit in an Affordable Community who does not need the accessibility features of that unit to relocate, at no expense to the Resident, to a vacant, non-accessible unit within thirty (30) days of notice by the Affordable Community when there is an eligible, qualified current Applicant or Resident with disabilities who requires the accessibility features of the unit.
5. When an Assisted Apartment that is a UFAS-Accessible Unit becomes available in the appropriate bedroom size in a Signature Community, the Management Agent shall offer the UFAS-Accessible Unit to Residents and/or Applicants, as follows:
- A. First, to a current Resident with disabilities in the same Signature Community who requires the accessibility features of the available, UFAS-Accessible unit and is occupying a unit without those features;

- B. Second, if there is no current Resident in the same Signature Community who requires the accessibility features of the vacant, UFAS-Accessible Unit and wishes to reside in that unit, then it will be offered to an eligible, qualified current Applicant for an Assisted Apartment, according to date and time of application, on the site-based waiting list of the same Signature Community who requires the accessibility features of the available, UFAS-Accessible Unit;
- C. Third, if there is no qualified Applicant for an Assisted Apartment on the site-based waiting list of the same Signature Community who requires the accessibility features of the vacant UFAS-Accessible Unit, then the Signature Community will coordinate with Atlanta Housing Authority's Section 504/ADA Coordinator for referrals from the Affordable and Signature UFAS-Accessible Unit Database. If Atlanta Housing Authority identifies a current Resident or Applicant on the Affordable and Signature UFAS-Accessible Unit Database, Atlanta Housing Authority shall refer the Resident or Applicant, according to date and time of transfer request or application, to the Signature Community; and
- D. Fourth, if there is no eligible, qualified Resident or Applicant with disabilities in the Signature Community or referred by Atlanta Housing Authority pursuant to a review of the Affordable and Signature UFAS-Accessible Unit Database, who wishes to reside in the available, UFAS-Accessible Unit, then the unit may be offered to the next Applicant or Resident, according to date and time of transfer request or application, in the Signature Community who does not need the accessibility features of the unit. The occupying Resident will sign a lease or lease addendum that requires the Resident of any UFAS-Accessible Unit in a Signature Community who does not need the accessibility features of that unit to relocate, at no expense to the Resident, to a vacant, non-accessible unit within thirty (30) days of notice by the Signature Community when there is an eligible, qualified current Applicant or Resident with disabilities who requires the accessibility features of the unit.

ARTICLE SIX.

SCREENING OF APPLICANTS AND RESIDENTS

1. Applicants and Residents, at least 16 years of age or older, are subject to initial and ongoing screening to ensure that they can demonstrate their current and continued suitability as a Resident of a community with Assisted Apartments. The Management Agent shall be responsible for: (1) screening household members 16 years old and over; and (2) ensuring that all background information, including deductions and allowances, are properly verified.
2. Applicants shall undergo and complete the screening process prior to the offer of an Assisted Apartment. Residents shall undergo and complete the screening process annually, on an interim basis, or over some longer interval of time in accordance with the MTW Annual Plan.
3. Screening practices that are common and customary for the purpose of leasing apartments in the State of Georgia shall be utilized including, but not limited to examination of landlord and dispossession records; review of past and current apartment management records; review of housekeeping performance based on a home visit; and requesting credit reports, utility records, and criminal background histories.
4. Applicants and Residents are required to execute authorization forms allowing the Management Agent to conduct any background check, examination, or verification required for appropriate determinations under the initial or periodic reexamination process. The period of the authorization will be established in the Management Operating Procedures.
5. Applicants and Residents are required to cooperate with the Management Agent during the screening process by providing truthful, complete information relating to all income, household composition, criminal history background, and all other household background information.
6. An Applicant with an unsatisfactory screening report will be denied and sent a suitability denial notice. A Resident household with an unsatisfactory screening report will be subject to termination or nonrenewal of the Resident household's Lease.

7. Applicants and Residents with unsatisfactory screening reports will be presented with a suitability denial notice, which will include a copy of any adverse report(s) or reason(s), and the opportunity to dispute the accuracy and relevance of the adverse report(s) or reason(s). Applicants and Residents desiring to dispute such determinations, including those with adverse criminal history reports, may do so as set forth in the Statement of Corporate Policies, as applicable, based on the circumstances.
8. Atlanta Housing Authority and Management Agents may share information with one another on the denial of admission of Applicants and the termination of Residents in order to avoid any duplication of effort and ensure the integrity of the screening process.

ARTICLE SEVEN. CRIMINAL HISTORY SCREENING

Atlanta Housing Authority, Owner Entities, and/or Management Agents may deny admission to Applicants or terminate or not renew the leases of Residents if any of their household members are or have been engaged in criminal activity that could reasonably be expected to indicate a threat to the health, safety or welfare of other residents, Atlanta Housing Authority, Owner Entity, and/or Management Agent staff.

1. OFFENSES SPECIFICALLY IDENTIFIED BY HUD
 - A. Pursuant to 24 CFR § 960.204, Applicants may be denied admission if any member of their households:
 - i. Has been evicted from federally assisted housing for drug-related criminal activity within the three year period preceding application;
 - ii. Is currently engaging in the illegal use of drugs;
 - iii. Has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing;
 - iv. Is subject to a lifetime registration requirement under a State sex offender registration program; or

v. Is abusing or demonstrates a pattern of abuse of alcohol that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

B. Residents will also be subject to termination if, subsequent to admission, Atlanta Housing Authority determines that any of the statements included in Paragraph A above were applicable to Resident households at the time of admission.

2. VIOLENT OR DRUG-RELATED OFFENSES

Applicants may be denied admission and Residents may be subject to termination of tenancy if any member of their households have been convicted of, arrested or under an outstanding warrant for, or reasonably believed to be engaged in any Violent or Drug-Related Offenses. Examples of Violent or Drug-Related Offenses include, but are not limited to, the following:

A. Homicide, Murder, Voluntary Manslaughter;

B. Rape, Sexual Battery, other Aggravated Sex-Related Crimes;

C. Child Molestation, Child Sexual Exploitation;

D. Drug Charges;

E. Kidnapping, False Imprisonment;

F. Terrorism;

G. Arson;

H. Possessing, Transporting or Receiving Explosives or Destructive Devices with the Intent to Kill, Injure, Intimidate or Destroy;

I. Assault and Battery (Simple and Aggravated);

J. Trafficking, Distribution, Manufacture, Sale, Use, or Possession of Illegal Firearms;

K. "Carjacking;"

L. Robbery;

M. Hate Crimes;

- N. Criminal Damage to Property Endangering Life, Health and Safety;
- O. Aiding and Abetting in the Commission of a Crime Involving Violence; and
- P. Other Violent or Drug-Related Offenses that may Pose a Threat to Public Health and Safety.

3. OTHER CRIMINAL OFFENSES (Not Violent or Drug-related)

Applicants may be denied admission and Residents may be subject to termination of tenancy if any member of their households have, within the five year period preceding application or at any time during tenancy, been convicted of, arrested or under an outstanding warrant for, or reasonably believed to be engaged in any other criminal offenses that do not involve violence or drugs. Examples of Other Criminal Offenses (not violent or drug-related) include, but are not limited to the following:

- A. Child Neglect;
- B. Disorderly Conduct;
- C. Abuse or Pattern of Abuse of Alcohol (to the extent such abuse poses a threat to the health, safety, or peaceful enjoyment of the premises by other residents);
- D. Motor Vehicle Theft;
- E. Burglary, Larceny, Receiving Stolen Goods;
- F. Prostitution and Solicitation of Prostitution;
- G. Vandalism; and
- H. Other Offenses that may Pose a Threat to Public Health and Safety but do not involve Violence or Drugs.

4. ADVERSE CRIMINAL HISTORY DECISIONS

A. NOTICE: Denied Applicants and Residents for whom termination is proposed will receive a written notice outlining:

- i. The specific reasons for the denial or proposed termination;
- ii. The dispute process; and
- iii. The process for requesting reasonable accommodation in the dispute process for persons with disabilities.

B. Dispute Process Available to Applicants Denied for Criminal History

- i. INFORMAL REVIEW: Denied Applicants have the right to request an informal review by an impartial person designated by the Management Agent who did not have any prior role in processing the Applicant's application and who is not the subordinate of the person who made the initial decision. Informal reviews must be requested in writing within ten (10) days from the date of receipt of the denial notice. If the Applicant requires assistance with making a written request, the Applicant may come into the management office before the end of the ten (10) day period to request assistance with the written request. If the Applicant does not submit a written request for an informal review within this time period, the decision will be considered final.
- ii. DOCUMENT REVIEW: Prior to the informal review, a denied Applicant may request an opportunity to examine the application file and to copy any relevant documents at the Applicant's cost.
- iii. WITNESSES AND REPRESENTATIVES: The Applicant may bring witnesses, representatives (including attorneys) or letters of support to the informal review. In the event the Management Agent presents any witnesses, the Applicant will have a right to cross-examine them.

- iv. DISPOSITIONS: Denied Applicants are encouraged to bring to the informal review a copy of the disposition of the criminal offenses which form the basis of the denial. If, however, a denied Applicant admits that he or she committed a crime, was convicted of a crime or that he or she entered a guilty plea for the criminal offense in question, the Applicant will not be required to provide additional information regarding a criminal conviction or a guilty plea. This does not mean, however, that an Applicant who admits to committing a crime, was convicted of a crime or entered a guilty plea will not be allowed to discuss the circumstances or any of the review considerations set forth below if he or she wants the Management Agent to consider such additional information.
- v. REVIEW CONSIDERATIONS: At the informal review, a denied Applicant may present, and Management Agent will consider, evidence (including verbal and written statements) of the following:
 - a. Circumstances: Circumstances of the criminal case(s) and mitigating or aggravating circumstances;
 - b. Conduct: The time, nature and extent of the Applicant's conduct (including the severity of the conduct and the seriousness of the offense);
 - c. Future Danger: Whether the conduct indicates that the Applicant would pose a danger to the health, safety or welfare of other residents; whether the Applicant has been rehabilitated so as not to pose such a danger; and other facts which would prevent the Applicant from posing a danger.
- vi. REVIEW DECISIONS: A written review decision should be provided to the denied Applicant within ten (10) days following the informal review or , if the reviewer requested additional information from the Applicant, within ten (10) days following the date the information was submitted, or was due if not submitted, whichever comes first. If the reviewer's decision is to deny the application, the decision shall set forth the reasons for the denial in detail.

- C. Residents subject to Lease termination who desire to dispute the accuracy and relevance of the criminal history information may do so as set forth in Part III, Article Seven: “Disputing Decisions of Manager.”

PART III - RESIDENT BENEFITS AND OPPORTUNITIES

ARTICLE ONE. RENT, INDIVIDUAL DEVELOPMENT ACCOUNTS, AND SECURITY DEPOSITS

1. Residents are required to pay rent according to the instructions provided by the Management Agent pursuant to the terms of the Lease.
2. Atlanta Housing Authority may, from time to time, establish various rent structures that will combine the rent charged to Residents with the budgeted federal subsidy in order to balance affordability and operating expenses to ensure that the financial obligations of each community with Assisted Apartments are covered.
3. Rent structures will be evaluated on a property-by-property basis with the goal of using the rent structure that best positions the individual community to remain self-sustaining. The appropriate rent structure for each community with Assisted Apartments may be established by using one or a combination of the following income and non-income based approaches:
 - A. “Income Adjusted Rent” which is a rent structure based on a percentage of the Resident’s adjusted household income; and/or
 - B. “Affordable Fixed Rent” which is a rent structure based on several property-related factors, including, but not limited to, the particular community in question, location, unit size, operating costs and other expenses, demand for the community, community demographics, and the amenity package.
4. When the Income Adjusted Rent and the Affordable Fixed Rent are available in the Resident’s community, the amount of a Resident’s rent will be based on whether a Resident selects either the “Income Adjusted Rent,” or an “Affordable Fixed Rent.”

5. When the Income Adjusted Rent and the Affordable Fixed Rent are available in the Resident's community, a Resident will be subject to a "Rent Adjustment Fee" if the Resident changes the method of rent payment during the calendar year, unless the Resident can document a hardship reason as to why the change is necessary.
6. Affordable Fixed Rents may be the only rent structure offered in certain communities identified under Atlanta Housing Authority's Annual MTW Plan. Income-adjusted Rents will not be available in those communities. All Residents residing in these communities will have to pay the applicable Affordable Fixed Rent for Assisted Apartments in accordance with the schedule established for their community.
7. Atlanta Housing Authority, in its discretion, may establish fixed-rate, or standard deduction and asset determination procedures to be used in calculating Income-Adjusted Rents. Standard income deductions would replace the calculation of income deductions based on actual expenses. Asset determinations would examine the nature and value of the asset in establishing procedures for setting a schedule of assets that would or would not be used in calculating Income-Adjusted Rents. The President and Chief Executive Officer, as approved by the Atlanta Housing Authority Board of Commissioners, is authorized to approve revisions to the schedule of Standard Income Deductions and revisions to the treatment of assets.
8. Resident, or any Resident household member, whose employment status was either (i) reasonably relied upon by the Management Agent in determining the Resident's initial eligibility for admission; or (ii) achieved to satisfy Atlanta Housing Authority's work requirement and related policies, who then becomes unemployed due to her/his resignation, quitting, termination for cause, or other reasons based on the Resident's or Resident household member's actions after the execution of the Lease for an Assisted Apartment and during the Resident's ongoing term of tenancy in an Assisted Apartment, shall not receive any rent relief as a result of the loss of employment and shall continue to pay the Income Adjusted Rent or Affordable Fixed Rent based on prior employment status, as applicable, for the Resident in the Assisted Apartment.

This provision may be waived if the Resident can document to the satisfaction of the Management Agent, with the burden of proof on the Resident, that the reason for the Resident's loss of employment was based on an event that was beyond the control of the Resident and for which the Resident was not at fault.

9. Residents paying an Income Adjusted Rent must pay a minimum rent of \$125, or such lesser or greater amount as Atlanta Housing Authority may set from time to time.
10. The minimum rent requirement does not apply to Resident households, in which all household members are either elderly and/or disabled, and whose sole source of income is Social Security, SSI, or other fixed annuity pension or retirement plans. Such Resident households will still be required to pay the Income Adjusted Rent or Affordable Fixed Rent, as applicable.
11. AHA, in determining annual household income, will disregard the employment income of an Elderly Person or Non-Elderly Disabled Person whose sole source of income is Social Security, SSI, and/or other similar fixed income received from a verified plan (Annual Fixed Income), provided the employment income does not reduce or result in the discontinuance of the Elderly Person's or Non-Elderly Disabled Person's sole source of Annual Fixed Income. This policy is applicable to all AHA housing assistance programs and serves as the replacement for any applicable HUD rules and regulations. AHA, in its discretion, may establish reasonable verification procedures and documentation requirements to ensure program integrity.
12. Such Elderly and Non-Elderly Disabled Residents will still be expected to pay the Income Adjusted Rent based on the Annual Fixed Income and any adjustments to the Annual Fixed Income.
13. Security deposits shall be maintained at such levels as Atlanta Housing Authority, Owner Entities, and/or Management Agents may determine based on the bedroom size and the particular community with Assisted Apartments.
14. Generally, Atlanta Housing Authority does not expect that the establishment of a new minimum rent or other rent structure described in paragraph 3 of this Article will create a hardship since no such rent initiatives will go into effect without providing at least sixty (60) days advance notice. Even so, a household who has previously paid one or more months of rent but is unable to pay the minimum rent, due to extraordinary financial distress, may request hardship consideration.

- A. A hardship may exist for a Resident household when any one of the following circumstances is present: (i) the household is no longer eligible for (through no fault of the household) or is waiting for an eligibility determination for a Federal, State, or local assistance program; (ii) the income of the household has decreased because of extraordinary changed circumstances, including loss of employment (through no fault of the household); (iii) although the household is diligently seeking to increase the household's income, the increase is not yet sufficient to fully pay the new rent ; or (iv) such other extraordinary circumstances as the Management Agent may determine.
- B. The Management Agent shall promptly investigate any request for hardship and take appropriate actions based on whether a hardship is established and the Resident household is otherwise complying with its obligations under an approved economic independence program and the planning documents formulated for the household.
- C. Such actions under paragraph B above may include, but not be limited to:
 - i. Temporary suspension of the minimum rent requirement under such terms as the Management Agent shall direct. Such suspensions shall not last greater than ninety (90) days unless otherwise extended upon the written request of the Resident household based on verifiable circumstances reasonably affecting the Resident household's ability to pay the minimum rent. The period of the temporary suspension may be extended by the Management Agent after supervisory review and documented approval of the request;
 - ii. Accelerated enrollment in one of Atlanta Housing Authority's approved economic independence program components;
 - iii. Referral to third party agencies who assist residents with the payment of rent; and
 - iv. Such other actions as the Management Agent shall direct.
- D. The Resident household will not be required to pay minimum rent arrearages that accumulated during the entire period of an approved temporary suspension of the minimum rent as set forth in paragraph C above.

ARTICLE TWO. BASIC LEASE OBLIGATIONS AND RESPONSIBILITIES

1. Residents are to live in the apartment in such a manner so as to not adversely impact the quiet, peaceful enjoyment of the premises by other residents while meeting all of the obligations set forth in the Lease, including, but not limited to, those obligations relating to the work requirement, housekeeping, other health and safety concerns, criminal activity prohibitions, reporting criminal activity on the premises, and economic independence initiatives.
2. Each Resident household must undergo a "Lease Renewal Review" or recertification process in a manner and at a frequency determined by the Management Agent based on the particular community in which the Resident resides. Lease Renewal Reviews may be conducted annually, on an interim basis, or over some longer interval of time according to the Moving to Work Annual Plan and as established in the Management Operating Procedures.
3. All household members, 16 years of age or older, are required to execute authorization forms allowing the Management Agent to conduct any background check, examination, or verification required for appropriate determinations under the initial or periodic recertification process in order to ensure Residents meet all criteria for continued occupancy. The period of the authorization will be established in the Management Operating Procedures.
4. Each adult Resident (18 to 61 years of age) is required to be gainfully employed on a full-time basis (see Part Two, Article Four) unless the resident is Elderly or Disabled.
5. Resident households with adult members who are neither Elderly nor Disabled and who are not legally and gainfully employed or self-employed on a full-time basis as defined by the Management Operating Procedures are subject to Lease termination.

6. The Management Agent may approve, in its sole discretion subject to verification, any combination of full-time or part-time gainful employment and full-time or part-time attendance at an Atlanta Housing Authority-recognized school, institution, and/or Atlanta Housing Authority-approved training program, provided that, when combined, total a minimum number of 30 hours equivalent to the full-time employment required in accordance with eligibility and qualification requirements of this Statement of Corporate Policies.
7. Any Resident, who loses Resident's job or welfare benefit for whatever reason due to Resident's own fault, shall continue to pay the Rent based on the Resident's prior employment income or welfare benefit status, unless the Resident can document to the satisfaction of the Management Agent, with the burden of proof on the Resident, that the reason for the Resident's loss of employment or welfare benefit was not the Resident's fault.
8. Residents who are not working full-time may be required to enroll and satisfactorily participate in an established and Atlanta Housing Authority-approved economic independence program, and may be required to have part-time employment.
9. Each Resident, regardless of the Resident's work status (full or part-time employment), may be required to participate in an approved economic and life-style initiative that has as one of its components, the completion of an approved planning document, which charts out a path for the Resident towards economic, and life-style independence and devises strategies to address any barriers confronting the Resident.
10. Each adult Resident (18 to 61 year old), who is enrolled in and attending a training component of an approved economic independence program, or attending school, but is not in training or class at least 30 hours per week, must work the required number of hours to achieve, at a minimum, a combination of training/schooling *and* work hours of 30 hours per week.
11. Upon review of a Resident's circumstances related to a verified disability of a member or members of the Resident household, the Management Agent may consider and document extensions of the work/program participation requirement as a reasonable accommodation if justified by the circumstances.

12. HUD established the Community Service and Self-Sufficiency Requirement (CSSR) which requires most unemployed public housing residents ages 18 - 61, who are not receiving TANF benefits, exempt from work requirements, engaged in work activities or unable to comply because of a disability, to contribute the HUD-specified number of hours each month to community service or an economic self-sufficiency program. Residents in compliance with Atlanta Housing Authority's full-time employment requirement of 30 hours per week, or a combination of training/schooling *and* work hours of 30 hours per week, are considered by Atlanta Housing Authority to be in compliance with CSSR.
13. Any school age member of the Resident household who is under 18 years of age and who has not completed her/his secondary education may be required to enroll in and attend an accredited public or private secondary academic or technical school.
14. Each Resident is responsible for ensuring that all school age members of the Resident household attend school on a regular basis in accordance with local school board policies and state law. Resident shall provide the Management Agent with such information, releases and authority so that the Management Agent can inquire into the attendance status of any school age child on the Lease.
15. Each Resident Head of Household and Resident household member shall be responsible for the actions and activities of household members, visitors, guests, and invitees while those persons are either a member of the household, visiting the household, or are on the property.
16. Residents who fail to fulfill the obligations and responsibilities under the provisions of this Part III, Article Two, or under the provisions of the Lease shall be subject to the denial or significant reduction in rental subsidy resulting in an increase in the amount of Rent, or the nonrenewal or termination of their Lease.

ARTICLE THREE. OCCUPANCY, CHARGES AND ALLOWANCES

1. To avoid overcrowding and the conditions that may arise from overcrowding, Residents will be assigned to an apartment so that generally no more than two adults occupy a bedroom. Additional consideration, as determined by the Management Agent, may be given to households with small children or households with other significant circumstances, who may be requesting a larger apartment.
2. A Live-in Aide that is essential for the care and support of an Elderly or Disabled Resident, the need for which having been certified by a medical professional, may reside in the Assisted Apartment with the Elderly or Disabled Resident. In that the Management Agent has the sole authority to approve a Live-in Aide, a Live-in Aide must demonstrate her/his suitability as a Resident pursuant to Part II of this Statement of Corporate Policies prior to occupancy, and continue to demonstrate her/his suitability as a Resident and status as a Live-in Aide for as long as the Live-in Aide resides in the Assisted Apartment.
3. Atlanta Housing Authority will establish utility allowances by bedroom size for each community based on the reasonable rate of utility consumption by energy conservative households; and may, after considering the existing condition of a community, including the age of building infrastructures, amount of insulation, and air circulation, adjust such allowances to account for the utility consumption required to maintain a reasonable quality of life environment under such conditions.
4. Residents who exceed the utility allowances will be charged for the excess utility usage.
5. The Management Agent may establish and, if approved by Atlanta Housing Authority or the Owner Entity, publish for each community with Assisted Apartments a schedule of reasonable fees and charges, including but not limited to Maintenance Charges, Transfer Fees, Application Fees, Damage Fees, Supplemental Screening Fees, Pet Deposits, Pet Application Fees, and Dispossessory Fees which may be charged to residents in addition to rent and excess utility charges, as applicable.

ARTICLE FOUR. TRANSFERS

1. Residents may request a transfer to another Assisted Apartment within the same community with Assisted Apartments subject to approval by the Management Agent (“Community Transfer”). A request to move to another community is not considered a Community Transfer. Residents cannot initiate a transfer to another community. Residents must submit an application to the other community and, if approved, provide the appropriate notice under the current Lease, except as provided for in Section 6 of this Article Four.
2. Residents who have requested a Community Transfer must be current in all obligations under the Lease including, but not limited to having no outstanding charges for rent or other charges; no chronic rent delinquency (more than one late payment in a four month period); and no insufficient fund charges for the preceding six months.
3. A Resident’s request for a Community Transfer shall not be approved if the Resident has resided in the current apartment for less than one year, except in those cases where there are verifiable medical reasons or a verifiable disability requiring special features, which cannot be provided through a reasonable accommodation in the current unit.
4. If the Community Transfer is approved by the Management Agent, the Resident must pay a “Transfer Fee” based on the schedule of fees published for the particular community with Assisted Apartments.
5. Residents will not have to pay the Transfer Fee if the Community Transfer is required or initiated by Atlanta Housing Authority, Owner Entity, or Management Agent, or for such other valid reason, such as a reasonable accommodation as outlined in Section 6, as determined by the Management Agent.
6. The following policies apply to reasonable accommodation transfers.
 - A. All reasonable accommodation transfers have priority over all other transfers, except natural disaster transfers, emergency transfers and relocations;
 - B. Residents with disabilities who require a transfer to another Affordable Community as a reasonable accommodation will not be required to make a separate application at the desired Atlanta Housing Authority Affordable Community;

- C. A Resident's initial security deposit will be transferred to the new unit and no additional security deposit charges will be incurred when the Resident with disabilities transfers to another Affordable Community as a reasonable accommodation; and
 - D. Residents with disabilities who require a transfer as a reasonable accommodation will not incur any termination penalties for early lease termination.
 - E. Management Agents of Affordable Communities and Signature Communities will maintain a Transfer List that prioritizes the transfer of Residents who require a transfer due to a disability over new admissions of Applicants. The Transfer List will document the following:
 - i. Date and time of each reasonable accommodation transfer request;
 - ii. Name and address of Resident(s) to be transferred;
 - iii. Reason(s) for transfer, including information regarding the Resident's reasonable accommodation request(s) and/or request for a UFAS-Accessible Unit or an Assisted Apartment with accessible features;
 - iv. Current disposition of reasonable accommodation transfer request;
 - v. Date of transfer; and
 - vi. Name of Resident transferred out of an Assisted Apartment to accommodate a Resident's disability per the Management Agent's execution of a lease addendum that requires a Resident without a disability to relocate to a vacant, non-accessible unit, at no expense to that Resident.
7. Atlanta Housing Authority may initiate "Relocation Transfers" outside of a community from time to time to facilitate Atlanta Housing Authority's property repositioning strategy, which includes, but is not limited to, the sale of property, revitalization activities, and/or development opportunities related to Atlanta Housing Authority-owned property, or for other valid reasons as determined by Atlanta Housing Authority.

8. Relocation Transfers are transfers from one Atlanta Housing Authority-owned community to another Atlanta Housing Authority-owned community (“Destination Community”). Relocation Transfers are not considered Community Transfers, as described above in this Article Four, and Residents are not subject to the same requirements as set forth above for Community Transfers. Residents who are subject to Relocation Transfers bypass the waiting list at the Destination Community and receive priority consideration for the first available Assisted Apartment at the Destination Community. Such Residents must meet the eligibility and suitability requirements outlined in Part II of the Statement of Corporate Policies in order to be transferred to the Destination Community.
9. In order to accommodate a Resident household and to avoid overcrowding when a suitably sized apartment is not available, the Resident may request and the Management Agent may approve a Community Transfer from one apartment to two apartments (“Split-Family Transfer”). The Resident’s request must be in writing stating the reason for the Split-Family Transfer, unless initiated by the Management Agent. Whether requested by the Resident or initiated by the Management Agent, the Resident must agree in writing to a Split-Family Transfer.
10. To qualify for a Split-Family Transfer, the Resident household must meet the requirements of this Article Four and the proposed Heads-of-Household of the units to be assigned under the Split-Family Transfer must be: (a) listed on the existing Lease as a member of the household as of the most recent recertification; and (b) legally capable of executing a lease.
11. Split-Family Transfers may be used by Resident households subject to Relocation Transfers when a suitably sized apartment is not available in a Destination Community. Such Resident households must qualify for the Split-Family Transfer pursuant to this Article Four, as applicable.

ARTICLE FIVE.

INDIVIDUAL DEVELOPMENT ACCOUNT (IDA) INITIATIVE

Having eliminated the federal earned income disallowance for Residents paying an Income Adjusted Rent, Atlanta Housing Authority, in its discretion, may implement an IDA initiative which would promote and encourage personal economic independence among Residents through a monetary incentive program.

1. The IDA initiative would be linked to meaningful capacity-building initiatives offered by a variety of organizations and institutions in Atlanta.
2. A mechanism would be created for eligible Residents which would allow them to accrue a portion of their rental payments, which is in excess of a monetary threshold as determined by Atlanta Housing Authority, in a separate IIDA.
3. To fulfill the eligibility requirements of the program, all Residents would be enrolled in the IDA initiative, and would be required to participate in a personal economic development program approved by Atlanta Housing Authority.
4. The IDA initiative would give Residents the opportunity to accumulate financial resources to assist in their transition off of subsidy assistance.
5. The IDA initiative incentive would require eligible Residents to participate successfully by obtaining employment and achieving other economic independence milestones established under an approved economic independence program.
6. As Residents achieve their individualized milestones, Atlanta Housing Authority would collect and defer a portion of the rents collected beyond the assessed carrying cost of the Assisted Apartment in an IDA fund.
7. Residents that achieve the self-sufficiency and economic independence milestones would be eligible for reimbursement of IDA funds. Those who do not achieve their milestones would not be eligible for the IDA initiative nor would they be eligible to receive a reimbursement of any portion of the funds in the IDA account.

ARTICLE SIX.

PET POLICY

1. Atlanta Housing Authority will permit Residents of communities with Assisted Apartments to keep common household pets or other animals that are widely acknowledged and accepted as household pets, provided the Resident's keeping of a pet is not a threat to the health and safety of other residents and otherwise meets the requirements established by the Management Agent for the community.
2. Residents of communities with Assisted Apartments are not allowed to keep animals that are not widely acknowledged and accepted as household pets; to keep unregistered household pets; to keep household pets temporarily; or train or engage in any business activity related to household pets in the Resident's apartment, or anywhere else within the community.

3. Residents in a Signature Community, who desire to keep a common household pet, may only do so if household pets are generally allowed at the community except as provided for in Section 5 below, and then only in strict accordance with the household pet procedures prescribed at the Resident's Signature Community.
4. Certain Signature Communities may exclude common household pets altogether if it is in the best interest of the community to do so, except as provided for in Section 5 below.
5. Management Agents will make reasonable accommodations for an "assistance animal" or a pet that Atlanta Housing Authority reasonably considers as a common household pet required as part of treatment for a demonstrated and verified medical condition tantamount to a disability or handicap. Pet policies for Affordable Communities and Signature Communities shall:
 - A. Expressly exclude Assistance Animals;
 - B. Clarify that an "Assistance Animal" is an animal that is needed as a reasonable accommodation for persons with disabilities and is not subject to the general pet policy;
 - C. Define an "Assistance Animal" as an animal that is needed as a reasonable accommodation for persons with disabilities (Assistance Animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability; or animals that provide emotional support that alleviate one or more identified symptoms or effects of a person's disability);
 - D. Remove height and weight restrictions for Assistance Animals;
 - E. Remove breed restrictions for Assistance Animals, except in accordance with local laws or ordinances;
 - F. Remove pet deposits for Assistance Animals; and
 - G. Clarify that any household pet exclusions in any community's policies do not apply to Assistance Animals required by Residents of Assisted Apartments.

ARTICLE SEVEN. DISPUTING DECISIONS OF MANAGER

The purpose of Article Seven is to provide Applicants and Residents with a dispute process to address eligibility, general admissions, occupancy and leasing issues, and requests for reasonable accommodations in a manner that seeks equitable resolutions to such issues in an expedient and responsive manner. Applicants and Residents with disabilities may request reasonable accommodations in order to participate in the dispute process.

The dispute process outlined in this Article Seven shall not govern the process related to the denial of admission based on the findings of a criminal history report as outlined in Part II, Article Seven, Paragraph 4 (Adverse Criminal History Decision) of the Statement of Corporate Policies.

1. DISPUTE PROCESS FOR APPLICANTS

- A. Applicants for Assisted Apartments who are denied admission based on eligibility and general admissions criteria and desire to dispute this action must request a meeting with the Management Agent or the Management Agent's designee within ten (10) calendar days of the disputed action.
- B. An Applicant's request for a meeting must be in writing.
- C. The Management Agent will schedule the meeting within a reasonable period of time, provided the Applicant's written request for the meeting was received in a timely manner.
- D. An Applicant may bring a representative to this meeting to assist the Applicant.
- E. The Management Agent is under no obligation to meet with the Applicant after the conclusion of the requested meeting.
- F. A written decision should be provided to the Applicant within a reasonable time following the conclusion of the meeting. If the Management Agent's decision is to deny the application, the decision shall set forth the reasons for the denial.

2. DISPUTE PROCESS FOR RESIDENTS

- A. The Management Agent is authorized under the terms of the Lease, Lease Addenda, and Apartment Rules to initiate an adverse action against a Resident with respect to leasing and occupancy violations that may result in a denial, significant reduction or termination of benefits otherwise due a Resident.

- B. Residents may dispute such adverse actions.
- C. Residents must request a meeting with the Management Agent or the Management Agent's designee within ten (10) calendar days of notice of the adverse action or in accordance with the dispute handling procedures in effect at the Resident's community with Assisted Apartments.
- D. The period of time within which the Resident must request a meeting may be shorter if the Resident's Lease is being terminated for criminal activity and the Management Agent has reasonably determined that the Resident poses a threat to the health and safety of the Community.
- E. A Resident's request for a meeting must be in writing.
- F. The dispute process at each community with Assisted Apartments must allow the Resident to meet with an impartial designee of the Management Agent who did not participate in the initial decision affecting the Resident. The impartial designee may not be a subordinate of the person who made the initial decision. Any Resident meetings with the person who made the initial decision and the impartial designee may be combined, at the discretion of the Management Agent. A Resident may bring a representative to this meeting or meetings to assist the Resident.
- G. The impartial designee of the Management Agent is under no obligation to meet with the Resident about the dispute after the conclusion of the final meeting.
- H. A written decision should be provided to the Resident within a reasonable time following the conclusion of the meeting. If the impartial designee's decision is to rule against the Resident, the decision shall set forth the reasons for the denial, significant reduction or termination of benefits.

PART IV - MISCELLANEOUS

ARTICLE ONE.

AVAILABILITY OF OFFICIAL LEASING DOCUMENTS

1. Official leasing-related documents will be maintained in the management office of any community with Assisted Apartments.

2. Official leasing-related documents can be reviewed by Applicants, Residents, and other interested parties upon reasonable request and notice during normal office hours.
3. Amendments and/or updates to Fee Schedules, Rent Structures, Utility Allowances, Routine Maintenance and other charges may be approved from time to time. Such amendments and/or updates shall be implemented only after Residents have been given reasonable notice of the effective date.

ARTICLE TWO. SPECIAL PROGRAM, POLICY AND/OR STRATEGIC INITIATIVES

Atlanta Housing Authority may establish special programs, policies and strategies designed to address Resident economic or life-style self-sufficiency programs, *Moving to Work Demonstration Program* initiatives, safe and secure community enhancements and admission policies related to the use of bona fide law enforcement agencies or personnel, and homeownership opportunities.

Written proposals outlining procedures and processes developed for any special program, policy and/or strategy must be approved and/or authorized by the President and Chief Executive Officer for inclusion in the MTW Annual Plan or protocol before the initiative can be implemented.

ARTICLE THREE. RESPONSE TO FEDERALLY DECLARED DISASTERS AND OTHER FEDERALLY DECLARED EMERGENCIES

In order to respond to federally declared disasters and other federally declared emergencies Atlanta Housing Authority may provide disaster or other emergency relief utilizing Atlanta Housing Authority-owned conventional public housing apartments, subject to HUD or another third party providing additional funding or other resources for these purposes.

1. The President and Chief Executive Officer is authorized to develop an agency-wide disaster or other emergency relief plan to address the needs arising from a disaster or other emergency in a strategic, meaningful, and effective manner pursuant to applicable rules, regulations, emergency legislation, and Executive Orders.

2. The President and CEO is further authorized to take any action that the President and CEO may deem necessary and appropriate pursuant to federal disaster relief authorizations applicable to housing programs within the scope of the resources available to Atlanta Housing Authority, and to waive Atlanta Housing Authority's administrative policies governing Atlanta Housing Authority-owned conventional public housing communities related to intake procedures including but not limited to establishing a preference for disaster victims on waiting lists for Atlanta Housing Authority-owned conventional public housing, rent collections, subsidy payments, work program compliance, and other related and relevant administrative policies.
3. The President and CEO will provide the Board of Commissioners with a full report on a disaster or emergency relief plan implemented pursuant to this Article Three.

ARTICLE FOUR. APPROVAL OF MANAGEMENT PRACTICES

Management Operating Procedures, administrative procedures, processes, protocols, and management practices for any policy, initiative, or approach in this Statement of Corporate Policies shall be developed following the intent of this Statement of Corporate Policies and may be approved, amended, or withdrawn at the discretion of Atlanta Housing Authority.

ARTICLE FIVE. REVISIONS TO THE STATEMENT OF CORPORATE POLICIES

The President and Chief Executive Officer of Atlanta Housing Authority, as vested by the Board of Commissioners, can authorize revisions, as appropriate, to this Statement of Corporate Policies in order to clarify the original intent of any policy enumerated herein without the prior approval of the Board of Commissioners, provided that any such revision to this Statement of Corporate Policies does not alter, change, or modify the original intent of any policy. Any other such alterations, changes, and modifications to any policy in this Statement of Corporate Policies must be approved by the Board of Commissioners.

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