



*Statement of Policies
Governing the Housing Choice Tenant-Based Program*

First Adopted by the Board of Commissioners on August 25, 2004
As the *Administrative Plan Governing the Housing Choice Voucher Program*

Revision 8

Amended by the Board of Commissioners
April 14, 2010

The Housing Authority of the City Of Atlanta, Georgia

Statement of Policies Governing the Housing Choice Tenant-Based Program

Preamble		1
Part I.	Introduction	2
Article One.	Objective.....	2
Article Two.	Program Management and Operating Procedures.....	2
Article Three.	Moving To Work Demonstration Program.....	2
Article Four.	Fair Housing and Equal Opportunity.....	3
Article Five.	Fraud and Misrepresentation.....	4
Part II.	Admission to the Program	4
Article One.	Waiting List Notification.....	4
Article Two.	Special Admissions.....	5
Article Three.	Application.....	6
Article Four.	Organization and Maintenance.....	6
Article Five.	Selection to the Program (“Selection”).....	6
Part III.	Eligibility	8
Article One.	Determination and Verification.....	8
Article Two.	Participant Obligations and Responsibilities.....	8
Article Three.	Suitability.....	9
Article Four.	Ineligibility Determination.....	9
Part IV.	Rent	9
Article One.	Housing Affordability Policy.....	9
Article Two.	Tenant Rent.....	9
Article Three.	Utility Allowance Schedule.....	10
Article Four.	Minimum Rent.....	10
Article Five.	Elderly Income Disregard.....	11
Article Six.	Standard Income Deductions and Treatment of Assets.....	12
Part V.	Subsidy Standards	12
Article One.	Voucher Size.....	12
Article Two.	Effect of Live-In Aide on Voucher Size.....	13
Part VI.	Alignment of AHA Payment Standards with Market Rents	13
Article One.	MTW Authorization.....	13
Article Two.	Setting Market Rents.....	13
Article Three.	AHA Payment Standards.....	14
Article Four.	Deconcentration.....	15
Part VII.	Voucher Issuance	15
Article One.	Family Briefings.....	15
Article Two.	Term of Voucher Issuance.....	16
Article Three.	Transfer of Assistance.....	16

The Housing Authority of the City Of Atlanta, Georgia

Statement of Policies Governing the Housing Choice Tenant-Based Program

Part VIII.	Inter-Jurisdictional Cooperation.....	16
Article One.	Cooperative Agreements.....	16
Article Two.	Portability.....	16
Part IX.	Inspections.....	17
Article One.	Quality Units.....	17
Article Two.	Program Marketing and Outreach.....	17
Article Three.	Frequency of Inspections.....	18
Part X.	Business Relationship Between Atlanta Housing Authority and Owners/Landlords.....	18
Article One.	Business Relationship with Owners/Landlords.....	18
Article Two.	Business Relationships Program Procedures.....	18
Part XI.	Reexaminations.....	18
Article One.	Reexamination Policy.....	18
Article Two.	Reexamination Program Procedures.....	18
Part XII.	Terminations.....	19
Article One.	Lease Termination.....	19
Article Two.	Program Moves.....	19
Article Three.	Denial and Termination of Assistance.....	19
Article Four.	Other Terminations of HAP Contracts and Assistance.....	22
Article Five.	Termination of Assistance Notification.....	23
Article Six.	Informal Reviews and Informal Hearings.....	23
Part XIII.	Special Programs.....	24
Article One.	Special Programs Policy.....	24
Part XIV.	Response to Federally Declared Disasters... ..	24
Article One.	Agency-Wide Disaster and Other Emergency Relief Plans.....	24
Part XV.	Project Based Rental Assistance.....	25
Article One.	Project Based Rental Assistance Policy.....	25
PART XVI.	Homeownership Policy.....	25
Article One.	Authorization.....	25
Article Two.	Program Implementation and Administration.....	26

The Housing Authority of the City of Atlanta, Georgia

Statement of Policies Governing the Housing Choice Tenant-Based Program

PREAMBLE

This Statement of Policies Governing the Housing Choice Tenant-Based Program (“Statement of Housing Choice Policies”), formerly the Administrative Plan Governing the Housing Choice Voucher Program, forms the broad policy basis of and authorizes the establishment of administrative procedures and practices that govern the Housing Choice Tenant-Based Program of The Housing Authority of the City of Atlanta, Georgia (“Atlanta Housing Authority”).

This Statement of Housing Choice Policies is organized around the guiding principles of Atlanta Housing Authority’s continuing success as a provider or sponsor of quality affordable housing in its role as a leader in community building initiatives that create vibrant and safe environments for families, seniors and persons with disabilities.

This Statement of Housing Choice Policies envisions and supports a Housing Choice Tenant-Based Program that is creative in design, effective in the development of procedures and processes, and nimble in the successful implementation of the program and related initiatives that enhance the quality of life of participating families, seniors and persons with disabilities. The Housing Choice Tenant-Based Program is a means for eligible participants to access quality housing in communities of opportunity and promote participant economic and lifestyle self-sufficiency.

This Statement of Housing Choice Policies is aligned with 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, by and between the U.S. Department of Housing and Urban Development and Atlanta Housing Authority (“MTW Agreement”). The MTW Agreement governs and supersedes, as appropriate, applicable Federal laws, rules, regulations, contracts, and agreements that have been or will be waived and/or modified by the MTW Agreement.

Housing Choice policies were adopted by the Atlanta Housing Authority’s Board of Commissioners on August 25, 2004. Seven amendments to the plan have been approved subsequent to the initial date of adoption, whereupon this is the eighth amendment. This Statement of Housing Choice Policies supersedes all prior versions of Atlanta Housing Authority’s Housing Choice administrative plan policies and has precedence over all administrative procedures and management practices that may be in conflict with it.

This Statement of Housing Choice Policies may be amended or modified by the President and Chief Executive Officer at any time without a vote of the Board of Commissioners, provided that such amendments and modifications do not materially change the intent of those Policies.

PART I - INTRODUCTION

ARTICLE ONE. OBJECTIVE

This Statement of Housing Choice Policies is Atlanta Housing Authority's policy document for the Housing Choice Tenant-Based Program ("Program") in support of Atlanta Housing Authority's Vision of Healthy Mixed-Income Communities; Healthy Self-Sufficient Families.

ARTICLE TWO. PROGRAM MANAGEMENT AND OPERATING PROCEDURES

1. The Operations Division performs all program management functions related to the implementation and administration of the Program. The Operations Division is responsible for developing and implementing written Program operating procedures ("Operating Procedures") that are consistent with the policies outlined in this Statement of Housing Choice Policies.
2. The Operations Division may create and apply technology solutions to improve the efficiency and effectiveness of applicable program management functions in order to create, where appropriate and practical, a paperless environment. The Operations Division will include the requirements, procedures and processes for the implementation and administration of technology solutions and concomitant applications in the Operating Procedures.

ARTICLE THREE. MOVING TO WORK DEMONSTRATION PROGRAM

1. As a Moving to Work agency, Atlanta Housing Authority will establish, implement and evaluate innovative affordable housing strategies that are designed to achieve greater success in helping low income families achieve economic independence.
2. While recognizing that implementation of strategic 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 Housing Choice Policies and the spirit and intent of the authorizations under the MTW Agreement.

3. Administrative procedures, processes and general management practices for new strategic initiatives shall be developed following the intent of this Statement of Housing Choice Policies and may be amended from time to time at the discretion of Atlanta Housing Authority.
4. 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 Housing Choice 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 Housing Choice Policies does not alter, change, or modify the original intent of any policy. Any other alterations, changes, and modifications to any policy in this Statement of Housing Choice Policies must be approved by the Board of Commissioners.

ARTICLE FOUR. FAIR HOUSING AND EQUAL OPPORTUNITY

1. Atlanta Housing Authority supports all applicable Federal and State nondiscrimination and fair housing laws and applicable U.S. Department of Housing and Urban Development (“HUD”) regulations in all housing and program activities. This support is evident in communities that Atlanta Housing Authority owns and those that Atlanta Housing Authority sponsors through revitalization and development activities. Atlanta Housing Authority monitors fair housing and equal opportunity compliance throughout its portfolio.
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 the 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 served by the Program 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.

4. Atlanta Housing Authority shall assist Applicants and Participants with disabilities in accordance with such federal laws, rules and regulations that are applicable to the administration of the Program with respect to application procedures, ongoing program participation, and procedures related to the acceptance, processing and disposition of reasonable accommodation requests.

ARTICLE FIVE. FRAUD AND MISREPRESENTATION

1. The terms Applicant and Participant are defined to include all family/household members with respect to their compliance with the policies set forth in the Statement of Housing Choice Policies and implemented through the Operating Procedures.
2. Applicants and Participants are required to provide truthful, complete information relating to participation in other housing subsidy programs, income from all sources, family composition, and all family background information to qualify for initial eligibility and continued participation in the Program.
3. Applicants and Participants who engage in acts of fraud and misrepresentation are subject to loss of Program benefits and prosecution under State and Federal laws, and where appropriate, will be referred for prosecution by Atlanta Housing Authority.
4. An Applicant or Participant who has made any misrepresentation or engaged in acts of fraud at the time of admission, during any subsequent recertification, or at any other time shall be denied admission or be subject to termination, as applicable.

PART II - ADMISSION TO THE PROGRAM

ARTICLE ONE. WAITING LIST NOTIFICATION

1. Atlanta Housing Authority will comply with all Fair Housing and Equal Opportunity requirements applicable to public notices announcing the opening and closing of the Program waiting list ("Waiting List") for a Housing Choice Tenant-Based Voucher ("Voucher").

2. Atlanta Housing Authority will make reasonable efforts to provide adequate notification to potential applicants with respect to applicant eligibility, the period of the opening, reasonable accommodations needs and other details related to the acceptance of applications to the Waiting List as set forth in the Operating Procedures.

ARTICLE TWO. SPECIAL ADMISSIONS

1. Atlanta Housing Authority may accept applications from eligible households who have relocated from a community owned by Atlanta Housing Authority due to demolition, repositioning, disposition or other related Atlanta Housing Authority activities without opening the Waiting List.
2. Atlanta Housing Authority, in its discretion, may authorize the special admission of eligible and qualified applicants to the Program, in order to implement special initiatives; offer homeownership opportunities to eligible households; admit households impacted by an owner opt-out of a housing assistance contract on a HUD-insured multi-family development; address an urgent local need as determined and approved by Atlanta Housing Authority including, but not limited to, foreclosure assistance and natural disasters; or provide relocation and/or transfer assistance to an eligible and qualified person with a verifiable disability who resides in an Atlanta Housing Authority-owned community or whose name is on a transfer/waiting list to be assisted under any Atlanta Housing Authority housing program as a reasonable accommodation.
3. Any household eligible for a special admission under this Article Two will not be denied a Voucher for admission to the Housing Choice Program provided that no member of the household has committed an offense specifically identified by HUD pursuant to 24 CFR 982.353 as described in Part XII, Article Three, paragraph 2 of this Statement of Housing Choice Policies. Atlanta Housing Authority, in its discretion, may deny special admission to a household if any member of the household has committed a violent offense as described in Part XII, Article Three, paragraph 3 of this Statement of Housing Choice Policies.
4. Procedures, processes and general management practices for special admissions are outlined in the Operating Procedures.

ARTICLE THREE. APPLICATION

The application process and administrative procedures for placing Applicants on the Waiting List and determining eligibility and qualification for selection and program participation are set forth in the Operating Procedures.

ARTICLE FOUR. ORGANIZATION AND MAINTENANCE

1. The equitable methods of ranking Applicants on the Waiting List and the processes for organizing, updating and maintaining Applicant records are set forth in the Operating Procedures. AHA, in its discretion, may establish reasonable procedures for reevaluating the reliability of waiting list information, exploring alternative lottery strategies for the selection of applicants and setting the requirement that applicants on the Waiting List must notify AHA of their interest within a specified period of time in order to remain on the Waiting List.
2. The maintenance of the Waiting List with respect to updating applications, notice letters, and purges is detailed in the Operating Procedures.
3. Applicant responsibilities and requirements for updating changes to the information reported during the application process and for responding to requests for information are stated in the Operating Procedures.

ARTICLE FIVE. SELECTION TO THE PROGRAM (“SELECTION”)

1. Definitions of Family.
 - A. A Family is defined as two or more persons who may or may not be related that are residing together in the same household.
 - B. 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.
 - C. 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.
 - D. 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 this Article Five.

2. Selection Qualifications.

Provided the Applicant household is not an Elderly Family or a Disabled Family, 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 Operating Procedures; and all other members of the household, including such other household members in an Elderly Family or Disabled Family, must be either:

- A. 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;
- B. 18 to 61 years old and a full-time student at an Atlanta Housing Authority recognized school or institution;
- C. 18 to 61 years old and 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 thirty (30)hours per week for employment and education/training;
- D. Elderly; or
- E. Disabled.

3. General Considerations for Selection

- A. Participants, or any member of the Participant's household, whose employment status was either (1) reasonably relied upon by Atlanta Housing Authority in determining the Participant's initial eligibility for admission; or (2) achieved to satisfy Atlanta Housing Authority's work requirement and related policies, and who then becomes unemployed after Selection due to her/his resignation, quitting, termination for cause, or other reasons based on the Participant's or member's actions, shall not receive any rent relief as a result of the loss of employment and shall continue to be responsible for the entire Total Tenant Payment based on prior employment status.

- B. The provision in the preceding paragraph may be waived if the Participant can document, to the satisfaction of Atlanta Housing Authority, with the burden of proof on the Participant, that the reason for the Participant's loss of employment was based on an event that was beyond the control of the Participant and for which the Participant was not at fault.
- C. To be eligible for Selection in accordance with this Article, an Applicant's qualifications for Selection as a Participant must be verified through appropriate documentation as set forth in the Operating Procedures

PART III - ELIGIBILITY

ARTICLE ONE. DETERMINATION AND VERIFICATION

An Applicant desiring to participate in the Program must complete a full application in accordance with the Operating Procedures and 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 HUD rules and regulations and this Statement of Housing Choice Policies; (b) Applicant fully satisfies HUD's statutory and regulatory requirements for citizenship and/or eligible immigrant status; (c) Applicant is in compliance with the qualifications outlined in Part II, Article Five; (d) Applicant would be a suitable Participant based on past satisfactory behavior including, but not limited to, an acceptable criminal background record; and (e) Applicant is able to comply with all Program obligations.

ARTICLE TWO. PARTICIPANT OBLIGATIONS AND RESPONSIBILITIES

1. Participants must occupy their assisted unit as their sole place of residence and conduct themselves in an acceptable and responsible manner that would not adversely impact the quiet and peaceful enjoyment of the premises and neighborhood by other community residents.
2. Participants must meet all obligations set forth in this Statement of Housing Choice Policies as implemented through the Operating Procedures, including, but not limited to those obligations relating to housekeeping, other health and safety concerns, criminal activity prohibitions, and economic independence initiatives.

ARTICLE THREE. SUITABILITY

Atlanta Housing Authority determines Participant eligibility for the Program in accordance with the Operating Procedures but does not otherwise screen Participants as to their suitability as tenants. It is the rental property owner's (Owner/Landlord) responsibility to screen the suitability and acceptability of Participants as prospective tenants using their screening criteria in compliance with the Fair Housing Act.

ARTICLE FOUR. INELIGIBILITY DETERMINATION

Atlanta Housing Authority will notify Applicants, in writing, of an ineligibility determination. Such notification will set forth the reasons for the ineligibility determination and provide instructions regarding how the ineligible Applicant may request a review of the determination.

PART IV - RENT

ARTICLE ONE. HOUSING AFFORDABILITY POLICY

In order to preserve housing affordability for Participants of the Program, each Participant, unless subject to the minimum rent established by Atlanta Housing Authority, will pay no more than 30% of the household's monthly adjusted income for rent and utilities and other services ("Total Tenant Payment").

ARTICLE TWO. TENANT RENT

The rent payable to the Owner/Landlord by the Participant is the Tenant Rent. The Tenant Rent will be equal to the Total Tenant Payment unless the Total Tenant Payment has been reduced by an allowance for any utility or service for which the Participant has full financial responsibility pursuant to the lease agreement between the Participant and Owner/Landlord. Determinations of the Total Tenant Payment and Tenant Rent will be in accordance with the Operating Procedures.

ARTICLE THREE. UTILITY ALLOWANCE SCHEDULE

The schedule of utilities and other services (“Utility Allowance Schedule”) used in calculating Tenant Rent will be analyzed on a periodic and ongoing basis in order to identify any fluctuations and trends in the cost of utilities and services within Atlanta Housing Authority’s jurisdiction. If such analysis reveals an extraordinary increase in the cost of utilities and services that will have a discernible impact on Participants, Atlanta Housing Authority will revise the Utility Allowance Schedule and implement it within a reasonable time frame in order to preserve housing affordability for Participants. Such ongoing analysis notwithstanding, Atlanta Housing Authority will conduct a comprehensive review of the cost of utilities and services on an annual basis and issue a Utility Allowance Schedule each calendar year in accordance with the Operating Procedures.

ARTICLE FOUR. MINIMUM RENT

1. Participants must pay a minimum rent of \$125, or such other amount approved by Atlanta Housing Authority.
2. The minimum rent requirement does not apply to Participants, in which all household members are either elderly and/or disabled.
3. Generally, Atlanta Housing Authority does not expect that the establishment of a new minimum rent will create a hardship since no such rent initiatives will go into effect without providing advance notice. Even so, a Participant 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 when any one of the following circumstances is present: (i) the family has lost eligibility for (through no fault of the family) or is waiting eligibility determination for a Federal, State or local assistance program; (ii) the income of the family has decreased because of extraordinary changed circumstances, including loss of employment (through no fault of the family); (iii) although the family is diligently seeking to increase the family’s income, the increase is not yet sufficient to fully pay the minimum rent; or (iv) such other extraordinary circumstances as Atlanta Housing Authority may determine.

- B. Atlanta Housing Authority shall promptly investigate any request for hardship and take appropriate actions based on whether a hardship is established and the family is otherwise complying with its obligations under an approved economic independence program and the planning documents formulated for the family. Such actions may include, but not be limited to:
- i. Temporary suspension of the entire minimum rent under such terms as Atlanta Housing Authority shall direct. Such suspensions shall not last greater than ninety (90) days unless otherwise extended upon the written request of the Participant household based on verifiable circumstances reasonably affecting the Participant household's ability to pay the minimum rent. The period of the temporary suspension may be extended by the Atlanta Housing Authority 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 participants with the payment of rent; and
 - iv. Such other actions as Atlanta Housing Authority shall direct.
- C. The Participant 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 B above.

ARTICLE FIVE. ELDERLY INCOME DISREGARD

1. 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.

ARTICLE SIX.

STANDARD INCOME DEDUCTIONS AND ASSET DETERMINATIONS

1. Atlanta Housing Authority, in its discretion, may establish fixed-rate, or standard deduction and asset determination procedures to be used in calculating annual income. 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 annual income. 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.

PART V - SUBSIDY STANDARDS

ARTICLE ONE.

VOUCHER SIZE

1. The size of the rental housing unit that a Participant may lease under the Program is based on the number of bedrooms Atlanta Housing Authority has approved for the Participant's Voucher ("Voucher Size").
2. A Participant may not lease a rental housing unit that has more bedrooms than the Voucher Size unless approved by Atlanta Housing Authority. In the event Atlanta Housing Authority approves a Participant's request for a change in the Voucher Size, a new Voucher with the approved Voucher Size will be issued to the Participant.
3. To avoid overcrowding and the conditions that may arise from overcrowding, the Voucher Size of the Voucher issued to each eligible Participant will be determined in accordance with Operating Procedures based on the verifiable needs of the Participant household. A variety of factors, including, but not limited to, the number of people in the household, the age and gender of household members, special needs and reasonable accommodations requests, will be considered in determining Voucher Size.

ARTICLE TWO. EFFECT OF LIVE-IN AIDE ON VOUCHER SIZE

One additional bedroom may be added to increase the Voucher Size when it is determined that a Live-in Aide that is essential for the care and support of an elderly or disabled Participant or household member will reside in the assisted unit with the elderly or disabled Participant or household member, but only after the need for a Live-In Aide has been certified by a medical professional and approved by Atlanta Housing Authority in accordance with the Operating Procedures.

**PART VI - ALIGNMENT OF AHA PAYMENT STANDARDS
WITH MARKET RENTS**

ARTICLE ONE. MTW AUTHORIZATION

1. The MTW Agreement recognizes the spirit and intent of Atlanta Housing Authority's overarching goal of being a superior provider of affordable housing that will expand, improve and diversify Atlanta Housing Authority's influence on the affordable housing market and promote and support Participant self sufficiency.
2. In establishing Atlanta Housing Authority's Housing Choice Tenant-Based Program, the provisions of the MTW Agreement authorize Atlanta Housing Authority to determine reasonable contract rents and increases to such rents, rent reasonableness methodologies and adjustments to the payment standards.
3. Atlanta Housing Authority, in its discretion and pursuant to the MTW authorizations as summarized in this Article One, may explore, establish and implement different rent structures to further align the Program with private sector practices as well as to maximize the use of the subsidy resource to promote and support economic independence among Program Participants.

ARTICLE TWO. SETTING MARKET RENTS

1. Methodologies for setting market rents will utilize data derived from a variety of resources including, but not limited to, market rent studies (whether conducted by Atlanta Housing Authority or other public or private entities), HUD Fair Market Rent data from Atlanta and/or other comparable metropolitan markets, private sector databases, academic and other empirical studies, and regional economic forecasts.

2. Atlanta Housing Authority will utilize market practices and other recognized methods for establishing market rent standards (“AHA Payment Standards”) in order to determine the market contract rents that will be paid to Owners/Landlords. These standards will be used in place of the Fair Market Rents published annually in the Federal Register and will be used as the basis for establishing reasonable contract rents

ARTICLE THREE. AHA PAYMENT STANDARDS

1. AHA Payment Standards will be consistent with the objectives and determinations for setting market rents outlined in this Part VI with respect to aligning the Program with private sector practices and maximizing the use of the subsidy resource in support of strategies that promote the deconcentration of poverty and broader opportunities, enhance opportunities for the development of affordable housing, provide reasonable accommodation for disabled and elderly Participants, and provide for the sustainability of the Program.
2. Atlanta Housing Authority, in its discretion, will establish, implement and publish a Schedule of AHA Payment Standards for each submarket area within its jurisdiction or a Schedule of Payment Standards applicable to a broader area in support of portability initiatives.
3. Atlanta Housing Authority, in its discretion, may amend the AHA Payment Standards based on changing market conditions.
4. The procedures for implementing the AHA Payment Standards will be outlined in the Operating Procedures.
5. Exceptions to the AHA Payment Standards may be granted on a case-by-case basis with director-level or above approval based on the quality of the housing regardless of submarket, the location of the housing with respect to its proximity to revitalization activities, a reasonable accommodation request, and other reasonable requests related to achieving Atlanta Housing Authority’s goals. The procedures for granting exceptions will be included in the Operating Procedures.

ARTICLE FOUR. DECONCENTRATION

1. Atlanta Housing Authority's policies regarding AHA Payment Standards and Setting Market Rents support effective strategies for the deconcentration of poverty by providing Participants with meaningful and broader housing opportunities in accessing quality affordable housing.
2. Atlanta Housing Authority has an established policy that no more than forty percent (40%) of the units in a multifamily community will be assisted under Section 8 and/or Section 9 of the United States Housing Act of 1937, as amended, unless (i) the multifamily community has been designated as housing for Elderly Families and/or Disabled Families; or (ii) the multifamily community was built or substantially rehabilitated for occupancy by Elderly Families and/or Disabled Families.
3. Atlanta Housing Authority has an established policy that up to 100% of the units may be assisted under Section 8 and/or Section 9 of the United States Housing Act of 1937, as amended, in a multifamily community that has been designated as housing for Elderly Families and/or Disabled Families or was built or substantially rehabilitated for occupancy by Elderly Families and/or Disabled Families.
4. Atlanta Housing Authority, in its discretion, may develop a deconcentration strategy that would limit the percentage of Program Participants in designated census tracts in the City of Atlanta with the goal and intent of limiting occupancy in areas with high poverty concentrations.

PART VII - VOUCHER ISSUANCE

ARTICLE ONE. FAMILY BRIEFINGS

Applicants and Participants are required to attend an information briefing in order to receive a Voucher. The purpose of the briefing is to inform and educate Applicants and Participants regarding Program procedures, obligations and housing opportunities. The briefing will be conducted in accordance with the Operating Procedures.

ARTICLE TWO. TERM OF VOUCHER ISSUANCE

Vouchers are issued to Applicants and Participants for a reasonable period of time in accordance with the Operating Procedures. Extensions to the term of the Voucher may be granted on a case-by-case basis with director-level or above approval based on relocation activities, reasonable accommodation requests, and other reasonable requests related to an Atlanta Housing Authority special or strategic initiative. The procedures for granting extensions will be included in the Operating Procedures.

ARTICLE THREE. TRANSFER OF ASSISTANCE

1. An Applicant or Participant cannot transfer her/his Voucher to another person or family. There is no expressed nor implied right that permits or entitles the selective transfer of a Voucher that was issued to an Applicant or Participant for her/his exclusive use as head-of-household on behalf of an assisted household.
2. If the Voucher holder, as the head-of-household of a housing unit assisted under the Program, abandons the household or is involuntarily removed from the household, Atlanta Housing Authority will determine the disposition of the Voucher in accordance with the Operating Procedures.

PART VIII - INTER-JURISDICTIONAL COOPERATION

ARTICLE ONE. COOPERATIVE AGREEMENTS

Atlanta Housing Authority will seek to establish cooperative agreements and similar arrangements between and among other housing agencies in other jurisdictions administering the Housing Choice Tenant-Based Program with respect to Voucher portability relating to eligibility, inspections, program requirements, fee sharing, billing and other arrangements that would promote and benefit inter-jurisdictional cooperation.

ARTICLE TWO. PORTABILITY

1. Voucher portability procedures, processes and general administrative practices are set forth in the Operating Procedures.
2. Voucher portability will generally follow the applicable HUD rules and regulations unless modified by an inter-jurisdictional cooperative agreement and applicable authorizations under Atlanta Housing Authority's MTW Agreement.

3. Atlanta Housing Authority will require Participants porting to other jurisdictions to comply with Atlanta Housing Authority's CATALYST requirements, including the work requirement, including the training and program participation components. Atlanta Housing Authority may, at its discretion, waive such requirements for Participants where Atlanta Housing Authority determines that it is not feasible to administer program compliance for such Participants.

PART IX - INSPECTIONS

ARTICLE ONE. QUALITY UNITS

1. Atlanta Housing Authority established and may amend enhanced local standards ("AHA Local Inspection Standards") periodically to ensure that assisted units offer Participants quality housing in healthy communities. Factors such as levels of concentrated poverty, neighborhood crime, proximity to good neighborhood schools, access to public transportation, and access to retail businesses, among other factors, will be considered. Unit, site, and neighborhood conditions must continue to meet AHA Local Inspection Standards for as long as the assisted unit remains on the Program. It is the goal of the Program to provide opportunities for all Participants to reside in units in neighborhoods that promote and enhance educational and employment goals, good citizenship, and peaceful and cooperative community living.
2. Atlanta Housing Authority policy requires that only Owners/Landlords with quality housing units can participate in the Program. Atlanta Housing Authority, in its discretion, can disapprove the participation of Owners/Landlords with substandard or marginal housing units for Program.
3. AHA, in its discretion, may develop and implement procedures and practices governing the abatement of housing assistance payments payable to owners in the event a rental unit assisted under the Program fails to comply with the AHA Local Inspection Standards. The procedures and practices established under this policy will be set forth in the Operating Procedures and implemented as a substitute for any applicable HUD rules and regulations.

ARTICLE TWO. PROGRAM MARKETING AND OUTREACH

Atlanta Housing Authority will continue to educate the public about the Program and to foster successful relationships throughout human services organizations, local and state governments, and the business community in order to ensure the availability of quality affordable housing units and family self-sufficiency opportunities for Program participants. This effort includes outreach activities to Owners/Landlords with quality housing units.

ARTICLE THREE. FREQUENCY OF INSPECTIONS

To ensure ongoing compliance with the AHA Local Inspection Standards, Atlanta Housing Authority will inspect all units assisted under the Program prior to occupancy, annually and under special circumstances related to health and safety issues and quality assurance measures in accordance with the procedures, processes and general administrative practices set forth in the Operating Procedures.

PART X - BUSINESS RELATIONSHIP BETWEEN ATLANTA HOUSING AUTHORITY AND OWNERS/LANDLORDS

ARTICLE ONE. BUSINESS RELATIONSHIP WITH OWNERS/LANDLORDS

The Housing Assistance Payments Contract or any successor agreement that Atlanta Housing Authority may develop and implement pursuant to its authorizations under the MTW Agreement is the controlling agreement that defines the business relationship between Atlanta Housing Authority and Owners/Landlords.

ARTICLE TWO. BUSINESS RELATIONSHIP PROGRAM PROCEDURES

Atlanta Housing Authority's Program procedures governing the conduct of the business relationship between Atlanta Housing Authority and Owners/Landlords are set forth in various written communications and guidelines as set forth and directed by the Operating Procedures.

PART XI - REEXAMINATIONS

ARTICLE ONE. REEXAMINATION POLICY

Atlanta Housing Authority will reexamine the income, family composition and program compliance of each Participant on a periodic basis in accordance with the authorizations under the MTW Agreement and as set forth in the Operating Procedures.

ARTICLE TWO. REEXAMINATION PROGRAM PROCEDURES

Atlanta Housing Authority's Program procedures governing the conduct of reexaminations and Participant obligations and responsibilities are set forth in various written communications and guidelines as set forth and directed by the Operating Procedures.

PART XII - TERMINATIONS

ARTICLE ONE. LEASE TERMINATION

Procedures, processes and general administrative guidelines governing lease terminations and the resulting termination of the Housing Assistance Payments Contract are set forth in the Operating Procedures.

ARTICLE TWO. PROGRAM MOVE

A Participant may give written notice to move from a unit assisted under the Program pursuant to the terms of the lease between the Participant and the Owner/Landlord and the Participant's obligations under the Program ("Program Move"). The procedures, processes and general administrative guidelines governing Program Moves are set forth in the Operating Procedures. Atlanta Housing Authority may initiate a Program Move due to Owner/Landlord non-compliance with Program requirements; requests for reasonable accommodations; victim protection under the Violence Against Women Act; relocation activities or for other strategic reasons set forth in the Operating Procedures.

ARTICLE THREE. DENIAL AND TERMINATION OF ASSISTANCE

1. Atlanta Housing Authority may deny admission to Applicants or terminate housing assistance benefits of Participants if they or any household member are or have been engaged in criminal activity that could reasonably be expected to indicate a threat to the health, safety or welfare of others.
2. OFFENSES SPECIFICALLY IDENTIFIED BY HUD: Pursuant to 24 CFR § 982.353, Applicants may be denied admission if any member of the household:
 - A. Has been evicted from federally assisted housing for drug related criminal activity within the three year period preceding application;
 - B. Is currently engaging in the illegal use of drugs;
 - C. Has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing;
 - D. Is subject to a lifetime registration requirement under a state sex offender registration program; or

E. 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.

3. VIOLENT OR DRUG-RELATED OFFENSES

Applicants may be denied admission and Participants may be subject to termination of housing subsidy benefits 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*.

4. OTHER CRIMINAL OFFENSES (Not Violent or Drug-Related)

Applicants may be denied admission and Participants may be subject to termination if any member of their households have, within the five year period preceding application or at any time during program participation, 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.

5. APPLICANT/PARTICIPANT RESPONSE TO ADVERSE CRIMINAL HISTORY INFORMATION DECISIONS

Based on adverse criminal history information gathered during the screening process, Paragraphs 2, 3, and 4 of this Article set forth the presumptions that Atlanta Housing Authority is entitled to rely upon when denying admission to Applicants and terminating the contracts of Participants who fall within the scope of this Article.

Applicants and Participants will be afforded the opportunity to prove, with the burden of proof resting with the Applicant or Participant that the provisions under Paragraphs 2, 3, and/or 4 do not apply to the subject Applicant/Participant.

6. OTHER DENIAL OF ASSISTANCE APPLICABLE TO APPLICANTS PARTICIPANTS

In addition the causes for termination outlined in Sections 1-5 of this Article Two, Applicants and Participants can be denied assistance for the following reasons.

- A. An Applicant or Participant that owes rent or other amounts to Atlanta Housing Authority or to another housing agency in connection with Program.
- B. An Applicant or household member, either of whom being a former Program Participant or former public housing resident, who failed to reimburse Atlanta Housing Authority or another housing agency for overpaid assistance or underpaid rent or for any outstanding charges owed to an Owner/Landlord under an assisted lease paid by Atlanta Housing Authority or another housing agency.
- C. An Applicant or Participant who is not in compliance with this Statement of Housing Choice Policies.

ARTICLE FOUR. OTHER TERMINATIONS OF HOUSING ASSISTANCE PAYMENTS CONTRACTS AND PARTICIPANT ASSISTANCE

- 1. Atlanta Housing Authority may terminate a Housing Assistance Payments Contract if the Owner/Landlord is not in compliance with the terms and conditions of the Housing Assistance Payments Contract.
- 2. Atlanta Housing Authority may deny or terminate assistance if Atlanta Housing Authority has reason to believe that a Participant household member has failed to abide by Program rules, regulations, or family obligations, regardless of whether the household member has been arrested or convicted. Atlanta Housing Authority shall have the discretion to consider all of the circumstances in each case, including the seriousness of the offense, if the violation is a first offense or a pattern of behavior, the extent of participation by the household member, and the effects that denial or termination would have on the other members of the Participant household not involved in the prescribed activity.

ARTICLE FIVE. TERMINATION OF ASSISTANCE NOTIFICATION

If Atlanta Housing Authority deems it necessary to terminate assistance, Atlanta Housing Authority will give both the Participant and the Owner/Landlord written termination notices in accordance with the Operating Procedures.

ARTICLE SIX. INFORMAL REVIEWS AND INFORMAL HEARINGS

1. Applicants may exercise the right to an Informal Review regarding certain adverse actions that may result in the denial, significant reduction or termination of housing subsidy benefits. Requests for an Informal Review must be made in writing within ten (10) business days from the date of the notice of ineligibility or denial of assistance from the Atlanta Housing Authority. The Informal Review will be conducted by a person appointed by Atlanta Housing Authority who is neither the person who made or approved the decision under review nor the subordinate of such person. Both the Applicant and Atlanta Housing Authority will have the opportunity to present evidence at the Informal Review. An Informal Review decision shall be provided in writing to the Applicant within fifteen (15) business days from the date of the Informal Review. Requests for Informal Reviews, supporting documentation, and a copy of the final decision shall be retained in the applicant's file.
2. Participants may exercise the right to an Informal Hearing regarding certain adverse actions that may result in a denial, significant reduction or termination of housing subsidy benefits. Requests for an Informal Hearing must be made in writing within ten (10) business days from the date of the notice of denial or termination of assistance from the Atlanta Housing Authority. The Informal Hearing will be conducted by a person appointed by Atlanta Housing Authority who is neither the person who made or approved the decision under review, nor the subordinate of such person. Both the Participant and Atlanta Housing Authority will have the opportunity to present evidence at the Informal Hearing. An Informal Hearing decision shall be provided in writing to the Participant within fifteen (15) business days from the date of the Informal hearing. Requests for Informal Hearings, supporting documentation, and a copy of the final decision shall be retained in the Participant's file.
3. Applicants and Participants with disabilities may request reasonable accommodation in order to participate in the Informal Review/Informal Hearing process, as applicable.

PART XIII - SPECIAL PROGRAMS

ARTICLE ONE. SPECIAL PROGRAMS POLICY

Atlanta Housing Authority, in its discretion, and as a policy matter may develop special programs and initiatives utilizing the regulatory relief and authorizations granted Atlanta Housing Authority under the MTW Agreement that address an identified need and support Atlanta Housing Authority's Vision, Mission and Guiding Principles.

PART XIV - RESPONSE TO FEDERALLY DECLARED DISASTERS

In order to respond to federally declared disasters and other federally declared emergencies Atlanta Housing Authority may provide disaster or other emergency relief utilizing Vouchers on a funding availability and resource allocation basis.

ARTICLE ONE. AGENCY-WIDE DISASTER OR OTHER EMERGENCY RELIEF PLANS

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 the Program related to intake procedures including but not limited to establishing a preference for disaster victims on waiting lists for the Program, 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 Seven.

PART XV - PROJECT BASED RENTAL ASSISTANCE

ARTICLE ONE. PROJECT BASED RENTAL ASSISTANCE POLICY

Project-Based Rental Assistance, a major business plan priority of Atlanta Housing Authority, was developed pursuant to MTW authorizations for project-basing housing assistance under Section 8 of the 1937 Housing Act, as amended.

1. Project Based Rental Assistance, as a business plan component, is administered independent of and separate from the Housing Choice Tenant-Based Voucher Program.
2. Atlanta Housing Authority will not enter into Housing Assistance Payments Contracts for Housing Choice Tenant-Based Vouchers in a property that is under an executed Project Based Rental Assistance Agreement or a written commitment to enter into a Project Based Rental Assistance Agreement.
3. The implementation and administration of Project Based Rental Assistance, including site-based administration of all program activities by the owner entity's professional management agent, are set forth in separate operating procedures for Project Based Rental Assistance.

PART XVI - HOMEOWNERSHIP POLICY

ARTICLE ONE. AUTHORIZATION

The Housing Choice Homeownership Program was first authorized under Section 555 of the Quality Housing and Work Responsibility Act of 1998. Pursuant to the statutory and regulatory relief afforded Atlanta Housing Authority under its MTW Agreement, Section VI.A, paragraph 22 of the Statement of Authorizations authorizes Atlanta Housing Authority to determine the structure, terms and implementation of any homeownership program using Housing Choice Program Vouchers. Accordingly, Atlanta Housing Authority may use Housing Choice Program Vouchers in implementing and administering initiatives to create and promote homeownership opportunities that are consistent with Atlanta Housing Authority's guiding principles and Business Plan priorities.

ARTICLE TWO. PROGRAM IMPLEMENTATION AND ADMINISTRATION

1. The Housing Choice Homeownership Program will be implemented and administered independent of and separate from the Housing Choice Tenant-Based Voucher Program by a division of the Atlanta Housing Authority designated by the President and Chief Executive Officer.
2. The division designated by the President and Chief Executive Officer is responsible for developing the structure, terms and written procedures for the implementation and ongoing administration of the Housing Choice Homeownership Program in accordance with the authorizations afforded Atlanta Housing Authority under its MTW Agreement.

END