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***Amended and Restated Statement of Corporate Policies***

Adopted by the Board of Commissioners

March 28, 2018

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# **The Housing Authority of the City of Atlanta, Georgia**

## ***Amended and Restated Statement of Corporate Policies***

### ***PREAMBLE***

The *Amended and Restated Statement of Corporate Policies* (Statement of Corporate Policies) is the controlling policy document governing the rental assistance programs administered by The Housing Authority of the City of Atlanta, Georgia (“Atlanta Housing Authority” or “AHA”). The Statement of Corporate Policies captures the Moving to Work Demonstration policy innovations in effect for the MIXED Communities (formerly *AHA-Sponsored Mixed-Income, Mixed-Finance Residential Communities*), AHA-Owned Residential Communities, Housing Choice Tenant-Based Program, HomeFlex (formerly *Project Based Rental Assistance*), and Supportive Housing (collectively “Rental Assistance Programs”). Finally, the Statement of Corporate Policies is organized around Atlanta Housing Authority’s guiding principles and its corporate vision, *Healthy Mixed-Income Communities; Healthy Self-Sufficient Families*.

The Statement of Corporate Policies is organized into the following chapters:

Chapter 1: General Policy Requirements for Rental Assistance Programs

Chapter 2: AHA-Assisted Unit Policies

Chapter 3: Housing Choice Tenant-Based Program Policies

Chapter 4: Supportive Housing Policies

Administrative processes, operating procedures, protocols, and management practices for any policy, initiative, or approach shall be developed pursuant to this Statement of Corporate Policies and are subject to Atlanta Housing Authority’s prior review and approval. Such approval may be amended and/or withdrawn from time-to-time at the discretion of Atlanta Housing Authority.

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 substantially change the original intent of any policy. Significant changes to major policy provisions in this Statement of Corporate Policies must be approved by the Board of Commissioners.

This Statement of Corporate Policies adopted by the AHA Board of Commissioners on March 27, 2017 supersedes the *Amended and Restated Statement of Corporate Policies* adopted on March 30, 2016.

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## CHAPTER 1

### GENERAL POLICY REQUIREMENTS FOR RENTAL ASSISTANCE PROGRAMS

#### ARTICLE ONE. OBJECTIVE

1. This Chapter 1 sets forth the general requirements applicable to all Rental Assistance Programs covered under this Statement of Corporate Policies (“General Policy Requirements”).
2. While there are policies that are unique to each Rental Assistance Program (“Program-Specific Policies”), the General Policy Requirements represent certain fundamental policies that apply to all Rental Assistance Programs, which are to be used in tandem with the Program-Specific Policies as set forth in Chapters 2, 3 and 4 of this Statement of Corporate Policies.
3. In the event there should be any questions regarding the interpretation of the General Policy Requirements and Program-Specific Policies, the Legal Department and/or Policy Department will respond to any such policy questions.

#### ARTICLE TWO. DEFINITIONS

Definitions applicable to the General Policy Requirements in this Chapter 1 of the Statement of Corporate Policies are set forth below.

1. “AHA-Assisted Household” means any household that receives assistance under any one of AHA’s Rental Assistance Programs.
2. “Applicant” means any household that has applied for assistance under a Rental Assistance Program.
3. “Covered Unit” means a Rental Assistance Program unit occupied by an AHA-Assisted Household.
4. “Management Agent” means the management company, property manager and/or other management personnel that manage a property on behalf of the owner of the property that has one or more Covered Units.
5. “Owner Entity” means the owner of the property that contains one or more Covered Units.

#### ARTICLE THREE. MOVING TO WORK DEMONSTRATION

1. The Statement of Corporate Policies is aligned with the Amended and Restated Moving to Work Agreement (MTW Agreement), effective as of November 13, 2008; and as further amended by the Second Amendment to the Moving to Work Agreement, effective as of January 16, 2009; and as extended by Congress to June 30, 2028 under the same terms and conditions and confirmed by the U.S. Department of Housing and Urban Development (HUD) on April 14, 2016; and as may be amended or extended from time to time, by and between HUD and Atlanta Housing Authority.

2. 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.
3. As a Moving to Work agency, Atlanta Housing Authority has and will continue to establish, implement and evaluate innovative cost-effective affordable housing strategies that are designed to improve operational efficiencies and help low-income families achieve greater economic independence.
4. While recognizing that implementation of various policy initiatives may be immediate, progressive, or refined through various activities and demonstration programs, the implementation of these strategic initiatives, not expressly enumerated in Atlanta Housing Authority's MTW Annual Plan, may be advanced, provided such strategic initiatives are consistent with these policies and the spirit and intent of the authorizations under the MTW Agreement.
5. Administrative procedures, processes and general management practices for new strategic initiatives shall be developed following the intent of this Statement of Corporate Policies and, upon review and approval, may be amended from time-to-time at the discretion of Atlanta Housing Authority.

ARTICLE FOUR.

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 including the Housing Opportunity Through Modernization Act ("HOTMA"). Atlanta Housing Authority responds to fair housing and equal opportunity complaints brought to its attention to ensure compliance with all applicable laws and regulations.
2. Atlanta Housing Authority supports the protections afforded all victims of domestic violence, dating violence, sexual assault, and stalking under the *Violence Against Women Act*, regardless of sex, gender identity or sexual orientation, and applies such protections in its Rental Assistance Programs in accordance with all nondiscrimination and fair housing requirements.
3. Atlanta Housing Authority acknowledges the importance of serving persons with Limited English Proficiency (LEP) in its Rental Assistance Programs, as applicable. Persons with LEP are individuals who, because of their national origin, do not speak English as their primary language and who have a limited ability to speak, read, write or understand English. In accordance with Federal guidelines, Atlanta Housing Authority, Owner Entities and Management Agents will make reasonable efforts to provide or arrange language assistance for program Applicants and members of AHA-Assisted Households with LEP if they require such assistance in order to access AHA's Rental Assistance Program and related activities.

ARTICLE FIVE.

DECONCENTRATION POLICY

1. In order to realize its corporate vision of Healthy Mixed-Income Communities/Healthy Self-Sufficient Families, Atlanta Housing Authority is pledged to outcomes that promote the deconcentration of poverty in the administration of its Rental Assistance Programs.
2. With respect to the percentage of AHA-Assisted Households residing in a multifamily community, Atlanta Housing Authority's Deconcentration

Policy provides that, unless Atlanta Housing Authority approves a lower percentage, it will assist:

- A. No more than fifty percent (50%) of the Covered Units in a multifamily community built or substantially rehabilitated for occupancy by Families, as this term is defined in Article Seven of this Chapter 1, may be assisted under Section 8 and/or Section 9 of the United States Housing Act of 1937, as amended (“Act”); and
  - B. Up to 100% of the Covered Units in a multifamily community that was officially designated, built or substantially rehabilitated for occupancy by Elderly Families, Disabled Families, and/or Families enrolled in an AHA-approved supportive housing program, as these terms are defined in Article Seven of this Chapter 1, may be assisted under Section 8 and/or Section 9 of the Act.
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 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.
  5. Atlanta Housing Authority will seek to ensure that the placement of supportive housing units in residential communities will be sensitive and thoughtful in addressing community standards while promoting the unique requirements of supportive housing participants.
  6. Atlanta Housing Authority, in its discretion, may develop a deconcentration strategy that would limit the percentage of AHA-Assisted Households in designated census tracts in the City of Atlanta with the goal and intent of limiting occupancy in areas with high poverty concentrations.

## ARTICLE SIX.

### REASONABLE ACCOMMODATION POLICY

Atlanta Housing Authority is committed to assisting persons with disabilities and will make reasonable accommodations in policies, procedures, rules and services when such accommodations are necessary to afford persons with disabilities an equal opportunity to participate in or benefit from its programs. Requests for accommodations must be reasonable, meaning Atlanta Housing Authority, Owner Entities and Management Agents are not required to provide accommodations which would cause either undue financial and administrative burden or a fundamental alteration in the nature of AHA’s Rental Assistance Programs. Requests for Reasonable Accommodations will be considered on a case-by-case basis so that consideration can be given to, among other factors, the cost of the requested accommodation, the benefits that the accommodation would provide to the requester and the availability of alternative accommodations that would effectively meet the requester's disability-related needs. These reasonable accommodations shall extend to the administration of AHA’s Rental Assistance Programs, as applicable, by Atlanta Housing Authority, Owner Entities and Management Agents with respect to application procedures and program participation.

ARTICLE SEVEN. DEFINITIONS OF FAMILY

1. A Family is defined as one 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 whose head (and co-head, if applicable), spouse or sole member is an “Elderly Person,” age 62 or older.
3. A Disabled Family is defined as a Family whose head (and co-head, if applicable), spouse or sole member is a “Disabled Person” with a verified qualifying disability. The definition of a Disabled Person in this context is consistent with HUD’s definition of a “person with disabilities” for program eligibility purposes as set forth in Article Eight.
4. An Elderly Family or Disabled Family may include one or more adult members and/or one or more members under the age of 18.
5. Any member of an AHA-Assisted Household who is (i) under the age of 18, (ii) a person (other than the head, co-head or spouse) with a verified qualifying disability, or (iii) a full-time student (subject to documented verification) up to the age of 24 will be considered a dependent of the AHA-Assisted Household (“Dependent”). The definition of a “person with disabilities” in this context is consistent with HUD’s definition of a “person with disabilities” for program eligibility purposes as set forth below in Article Eight.

ARTICLE EIGHT. DISABILITY DEFINITIONS FOR PROGRAM ELIGIBILITY DETERMINATIONS

To determine whether a person is a Disabled Person or a “person with disabilities” for the purpose of establishing program eligibility, HUD applies the following definitions:

1. A Disabled Person is one with an inability to engage in any substantial gainful activity because of any medically determinable physical or mental impairment that is expected to result in death or has lasted or can be expected to last continuously for at least 12 months; or for a blind person at least 55 years old, inability because of blindness to engage in any substantial gainful activities comparable to those in which the person was previously engaged with some regularity and over a substantial period.
2. A developmentally Disabled Person is one with a severe chronic disability that:
  - A. Is attributed to a mental and/or physical impairment;
  - B. Has manifested before age 22;
  - C. Is likely to continue indefinitely;
  - D. Results in substantial functional limitations in three or more of the following areas: capacity for independent living, self-care, receptive and expressive language; learning, mobility, self-direction, and economic self-sufficiency; and

- E. Requires special interdisciplinary or generic care treatment, or other services which are of extended or lifelong duration and are individually planned or coordinated.
3. A Disabled Person is also one who has a physical, emotional or mental impairment that:
    - A. Is expected to be of long-continued or indefinite duration;
    - B. Substantially impedes the Disabled Person's ability to live independently; and
    - C. Is such that the Disabled Person's ability to live independently could be improved by more suitable housing conditions.
  4. A person whose disability is based solely on any drug or alcohol dependence is not to be considered a person with disabilities for program eligibility purposes.

ARTICLE NINE.

LIVE-IN AIDE POLICY

1. A Live-in Aide that is essential for the care and support of an Elderly Person or Disabled Person who is a member of an AHA-Assisted Household, the need for which having been certified by a medical or other qualified professional having knowledge of the need, may reside in the Covered Unit with the Elderly Person or Disabled Person.
2. As a reasonable accommodation and as approved by AHA, a member of an AHA-Assisted Household who provides the same care and meets the same qualifications as a Live-in Aide would be deemed a "Caretaker." A Caretaker may be granted an exemption from the Work Requirement pursuant to Article Ten, Section 3 of this Chapter 1.
3. The AHA-Assisted Household may request a Covered Unit with no more than one additional bedroom under the applicable Rental Assistance Program, in order to provide space in the Covered Unit for a Live-in Aide. The Live-in Aide selected by the AHA-Assisted Household may not be qualified to serve in this capacity if the Live-in Aide requires more than one additional bedroom due to a reason not essential for the care and support of the member of the household who is an Elderly Person or Disabled Person.
4. In that Atlanta Housing Authority, the Owner Entities and their respective Management Agents, as applicable, have the sole authority to approve a Live-in Aide, a Live-in Aide must demonstrate her/his suitability to reside in the Covered Unit prior to occupancy, and continue to demonstrate her/his suitability and status as a Live-in Aide for as long as the Live-in Aide resides in the Covered Unit.
5. Live-in Aides must consent to screening requirements of Atlanta Housing Authority, the Owner Entities and their respective Management Agents, as applicable, including, without limitation, criminal background screening and a review of past participation in an Atlanta Housing Authority program or residence in the Covered Unit's community or another community owned by Atlanta Housing Authority or an Owner Entity, or a community managed by the Management Agent.

6. Live-in Aides, having no tenancy rights under state law or other rights to the Covered Unit under any Rental Assistance Program, as applicable, must vacate the Covered Unit if the Elderly or Disabled person they are assisting ceases to qualify for a Live-in Aide, ceases to qualify for the Covered Unit, or vacates the premises, which in any case shall result in the Live-in Aide having absolutely no right to continue to reside in the Covered Unit or to receive rental assistance or to remain on the premises.
7. Further, Atlanta Housing Authority, the Owner Entity or Management Agent reserve the right, in each's respective sole discretion, to require a Live-in Aide, who is not a member of the AHA-Assisted Household and therefore not afforded the protections of the Lease or any agreement between AHA and the Owner Entity pursuant to any Rental Assistance Program, as applicable, to vacate the Covered Unit if he or she is no longer performing as a Live-in Aide in the Covered Unit or exhibits such other behavior that is deemed disruptive to the community and/or its residents.

ARTICLE TEN.

WORK REQUIREMENT

Applicants to AHA's Rental Assistance Programs and AHA-Assisted Households under one of AHA's Rental Assistance Programs are required to comply with Atlanta Housing Authority's Work Requirement.

1. The Work Requirement establishes that:
  - A. At least one adult member of the household, age 18 - 61 must be legally employed or self-employed in a legitimate business enterprise, appropriately documented, either on a full-time equivalent basis or for at least 30 hours per week;
 

**AND**
  - B. All other household members, ages 18 – 61, must be actively engaged in one of the following:
    - i. Full-Time Work: Legally employed or self-employed either on a full-time equivalent basis or for at least 30 hours per week;
    - ii. Full-Time School/Training: Enrolled in and attending an AHA-recognized school or institution as a full-time student; or
    - iii. Part-Time Work and Part-Time School/Training: Combined minimum of 30 hours per week of employment and education/training with the following conditions:
      - a. Legally employed (but not self-employed) on a part-time basis;
 

**AND**
      - b. Enrolled in and attending an AHA-recognized school or institution on a part-time basis;
 

**OR**
      - c. Participating in an AHA-recognized training program.
  - C. Household members exempted from the Work Requirement include:
    - i. Elderly Person.

- ii. Disabled Person. The definition of a Disabled Person in this context is consistent with HUD’s definition of a “person with disabilities” for program eligibility purposes as set forth above in Article Eight.
  - iii. Full-time student Dependent (subject to documented verification) up to the age of 24 in an Elderly Family or Disabled Family.
2. Applicants to AHA’s Rental Assistance Programs and AHA-Assisted Households assisted under one of AHA’s Rental Assistance Programs may either be denied admission to or terminated from the Rental Assistance Program, as applicable, for failure to comply with the Work Requirement.
  3. As a reasonable accommodation, either the head-of-household of the AHA-Assisted Household or another adult member of the household who would otherwise be required to meet the Work Requirement but who is needed for the essential care and support of a member of the household who is an Elderly Person or Disabled Person, or other member who requires essential care and support for an indefinite period of time, the need for which having been certified by a medical or other qualified professional having knowledge of the need, may qualify for a “Caretaker Exemption” from the Work Requirement for as long as the Elderly Person, Disabled Person or other member requires such essential care and support. The procedures for granting Caretaker Exemptions are set forth in the operating procedures of the applicable Rental Assistance Program.

ARTICLE  
ELEVEN

GENERAL RENT POLICIES

1. Atlanta Housing Authority, in its discretion, may explore innovative rent simplification strategies and methodologies for determining Tenant Rent, as defined below in Section 4, that benefit AHA-Assisted Households, while streamlining administrative processes, improving cost-effectiveness and promoting operational efficiencies (“Rent Simplification”). Prior to the implementation of any proposed Rent Simplification strategy or methodology, AHA will conduct an impact analysis to determine whether the implementation of any change in determining Tenant Rent will result in unreasonable rent burdens for AHA-Assisted Households (“Rent Burden Analysis”). The Rent Burden Analysis supporting any proposed Rent Simplification strategy or methodology must be submitted to and approved by the AHA Board of Commissioners before implementation.
2. Atlanta Housing Authority, in its discretion, may establish fixed-rate or standard deductions 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 AHA Board of Commissioners is authorized to approve revisions to the schedule of Standard Income Deductions and revisions to the treatment of assets. If it is determined that the implementation of any such revision could adversely impact Tenant Rent, as defined below in Section 4, AHA will conduct a Rent Burden Analysis, which would require AHA Board of Commissioners approval before implementation.

3. In determining annual household income, Atlanta Housing Authority will disregard the employment income of an Elderly Person or Disabled Person whose primary source(s) of income are Social Security, SSI, and/or other similar fixed income received from a verified plan (“Annual Fixed Income”). For those cases in which the Annual Fixed Income is not the primary source of income, Atlanta Housing Authority, in its discretion, may establish a limit on the amount of employment income that may be disregarded. Any employment income that is not disregarded will be included in annual household income for purposes of calculating Total Tenant Payment, as defined below in Section 4. The definition of a Disabled Person in this context is consistent with HUD’s definition of a “person with disabilities” for program eligibility purposes, and is set forth above in Article Eight. This policy is applicable to all AHA Rental 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.
4. The rent payable by an AHA-Assisted Household to Atlanta Housing Authority or the Owner of a Covered Unit is the net tenant rent to owner (“Tenant Rent”). The Tenant Rent is derived by subtracting the allowances for tenant-paid utilities and certain services for the Covered Unit, if any, according to the AHA-approved schedule (“Utility Allowance Schedule”) from the AHA-Assisted Household’s AHA-determined monthly gross affordable rent (“Total Tenant Payment”). Determinations of the Tenant Rent and the Total Tenant Payment will be in accordance with the Operating Procedures established for the applicable Rental Assistance Program.
5. The Utility Allowance Schedule will be analyzed on a periodic and ongoing basis in order to identify any fluctuations and trends in the cost of utilities and certain services within Atlanta Housing Authority’s jurisdiction. If such analysis reveals an extraordinary increase in the cost of utilities and certain services that will have a discernible impact on AHA-Assisted Households, Atlanta Housing Authority will revise the Utility Allowance Schedule and implement it within a reasonable time frame in order to preserve housing affordability for AHA-Assisted Households. Such ongoing analysis notwithstanding, Atlanta Housing Authority will conduct a comprehensive review of the cost of utilities and certain services on an annual basis and issue a Utility Allowance Schedule each calendar year. Based on its ongoing review and analysis of the cost of utilities and certain services and allowance expenses, Atlanta Housing Authority will continue to examine strategies and policies that lead to cost-effective measures and operating efficiencies that will promote the sustainability of the applicable Rental Assistance Program.
6. In order to preserve housing affordability for all AHA-Assisted Households under any of AHA’s Rental Assistance Programs, each AHA-Assisted Household, unless subject to Atlanta Housing Authority’s minimum rent as defined below in Section 7, will pay no less than 30% of the household’s monthly adjusted income for rent, utilities and certain services in determining the applicable Tenant Rent, but no more than a reasonable percentage of the AHA-Assisted Household’s monthly adjusted income (“Rent Burden”), as determined by a Rent Burden Analysis of all AHA-Assisted Households in AHA’s Rental Assistance Programs. Any change in the Tenant Rent based on the Rent Burden Analysis must be reviewed



and approved by the AHA Board of Commissioners prior to implementation.

7. AHA-Assisted Households must pay a minimum rent as determined and approved by Atlanta Housing Authority (“Minimum Rent”). AHA may revise its Minimum Rent and establish it as a Total Tenant Payment or Tenant Rent, as these terms are defined above in Section 4 of this Article Ten. A new Minimum Rent will not go into effect until a Rent Burden Analysis has been conducted and approved by the AHA Board of Commissioners and all AHA-Assisted Households have been provided advance notice of the effective date of the new Minimum Rent.
  - A. The Minimum Rent requirement may not apply to Elderly Families and Disabled Families as defined above in Article Seven.
  - B. An AHA-Assisted Household who has previously paid but later becomes unable to pay the Minimum Rent, due to extraordinary financial distress, may request “Hardship Consideration.”
  - C. An AHA-Assisted Household may be eligible for Hardship Consideration when any one of the following circumstances is present: (i) the AHA-Assisted Household has lost eligibility or is waiting an eligibility determination for a Federal, State or local assistance program; (ii) the income of the AHA-Assisted Household has decreased because of extraordinary changed circumstances, including layoff from a job; or (iii) such other extraordinary circumstances as Atlanta Housing Authority or the Owner of the Covered Unit may determine.
  - D. Atlanta Housing Authority or the Owner of the Covered Unit shall promptly investigate any request for Hardship Consideration and take appropriate actions based on this investigation to determine whether the AHA-assisted household is experiencing an actual hardship situation and that the AHA-Assisted Household is otherwise in compliance with its obligations under the applicable Rental Assistance Program. Such actions resulting from such determination 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 AHA-Assisted Household based on verifiable circumstances reasonably affecting the AHA-Assisted Household’s ability to pay the Minimum Rent. The period of the temporary suspension may be extended by the Atlanta Housing Authority or the Owner of the Covered Unit after supervisory review and documented approval of the request;
    - ii. Accelerated enrollment in one of Atlanta Housing Authority’s approved human development program components;
    - iii. Referral to third party agencies who assist households with the payment of rent; and
    - iv. Such other actions as Atlanta Housing Authority or the Owner of the Covered Unit shall direct.

- E. The AHA-Assisted Household will not be required to pay Minimum Rent arrearages that accumulated during the entire period of a temporary suspension of the Minimum Rent due to an approved Hardship Consideration.
8. If any member of an AHA-Assisted Household loses, quits, leaves, resigns, is terminated or fired from her or his job or loses her or his welfare benefit, the AHA-Assisted Household shall continue to pay the Tenant Rent based on the AHA-Assisted Household member's prior employment income or welfare benefit status. If any such member can provide third party verification satisfactory to the Management Agent that loss of employment or welfare benefit was due solely to a reason beyond her or his control (e.g. reduction-in-force) or other independent action, as applicable, the AHA-Assisted Household will receive consideration for a reduction in Tenant Rent resulting from the change in income due to the loss of employment or loss of benefit.

ARTICLE  
TWELVE.

RECERTIFICATION

1. Atlanta Housing Authority, the Owner or Management Agent of the Covered Unit, as applicable, will reexamine the income, family composition and program compliance of each AHA-Assisted Household on a periodic basis, whether annually, on an optional interim basis or over some longer interval of time, in accordance with the authorizations under the MTW Agreement and as set forth in the Operating Procedures ("Recertification").
2. Atlanta Housing Authority may determine at Recertification whether an AHA-Assisted Household is over-income and whether such household is eligible for continued assistance. Criteria for determining over-income AHA-Assisted Households pursuant to Atlanta Housing Authority requirements will be set forth in the Operating Procedures.
3. In order to streamline the Recertification process, Atlanta Housing Authority or the Owner of the Covered Unit may accept a "Recertification Self-Certification" from an AHA-Assisted Household for any one or more of the Recertification criteria set forth in Section 1 of this Article Twelve.
4. Recertification requirements and the obligations and responsibilities of AHA-Assisted Households with respect to such requirements are set forth in various written communications and guidelines in accordance with the Operating Procedures.

ARTICLE  
THIRTEEN.

SPECIAL PROGRAMS, POLICIES AND STRATEGIC INITIATIVES

Atlanta Housing Authority, in its discretion, may establish special programs, special admissions policies, operational protocols and/or strategies designed to address economic, human development or self-sufficiency programs, relocation activities, displacement related to real estate development initiatives, MTW initiatives, pilot programs, safe and secure community enhancements, the use of bona fide law enforcement agencies or personnel, and homeownership opportunities. Written procedures and processes developed for any special program, policy and/or strategy must be approved by AHA and/or authorized by the President and Chief Executive Officer for implementation and/or inclusion in the MTW Annual Plan.

ARTICLE  
FOURTEEN.

ECONOMIC SELF-SUFFICIENCY

1. Atlanta Housing Authority, in its discretion, may explore strategies that recognize the progression of AHA-Assisted Households toward economic self-sufficiency which may lead to their graduation from a Rental Assistance Program.
2. HUD established the Community Service and Self-Sufficiency Requirement (CSSR) which would require unemployed AHA-Assisted Household members (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. AHA's Work Requirement, as set forth above in Article Ten, applies to its Rental Assistance Programs instead of HUD's CSSR.
3. Each AHA-Assisted Household is responsible for ensuring that any school age member who is under 18 years of age attends school on a regular basis in accordance with local school board policies and state law. Upon the request of Atlanta Housing Authority, an Owner Entity or Management Agent, the AHA-Assisted Household must provide such information, releases and authority to verify compliance and the attendance status of any such school age member of the AHA-Assisted Household.
4. If it is determined that any school age member of the AHA-Assisted Household who is under 18 years of age is not attending school on a regular basis or who has not completed her/his secondary education, such school age member will be required to attend school on a regular basis or enroll or reenroll, as applicable in and attend an accredited public or private secondary academic or technical school. The AHA-Assisted Household must provide to Atlanta Housing Authority, the Owner Entity or the Management Agent such information, releases and authority to verify compliance and the attendance status of any such school age member of the AHA-Assisted Household.
5. An AHA-Assisted Household, in which one or more of its members who are subject to but not in compliance with the Work Requirement, may be determined to be a household that is progressing toward self-sufficiency, provided such non-compliant members of the AHA-Assisted Household are engaged in work, school, training or any combination thereof for at least 15 hours per week ("Progressing Household"). Progressing Household status cannot be used for determining initial compliance with the Work Requirement for new admissions.
6. Any member of an AHA-Assisted Household who is subject to the Work Requirement and is not working full-time may be required to enroll and satisfactorily participate in an AHA-recognized economic independence program, and if such economic independence program is not a full-time program, such member of the AHA-Assisted Household shall be required to have part-time employment.
7. Any member of an AHA-Assisted Household who is subject to the Work Requirement, regardless of such member's work status (full or part-time employment), may be required to participate in an AHA-recognized economic and life-style initiative that has as one of its components, the completion of an approved planning document, which charts out a path

towards economic, and life-style independence and devises strategies to address any barriers confronting the member of the AHA-Assisted Household.

8. Having eliminated the federal earned income disallowance for AHA-Assisted Households paying an Income Adjusted Rent, Atlanta Housing Authority, in its discretion, may implement an Individual Development Account initiative as an approved MTW activity (“IDA Initiative”), which would promote and encourage personal economic independence among AHA-Assisted Households through a monetary incentive program.
  - A. The IDA Initiative would be linked to meaningful capacity-building initiatives offered by a variety of organizations and institutions in Atlanta. A mechanism would be created for eligible AHA-Assisted Households that would allow them to accrue a portion of their rental payments, as determined by Atlanta Housing Authority, and set aside in a separate IDA.
  - B. To fulfill the eligibility requirements of the program, participating AHA-Assisted Households would be required to participate in an AHA-approved personal human development program that sets economic independence milestones.
  - C. AHA-Assisted Households 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  
FIFTEEN.

CRIMINAL HISTORY SCREENING

Applicants to AHA’s Rental Assistance Programs and AHA-Assisted Households under one of AHA’s Rental Assistance Programs may either be denied admission to or terminated from the Rental Assistance Program, as applicable, 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 others, including other residents, and the agents and employees of Atlanta Housing Authority, Owners, and/or Management Agents. An arrest record alone may not provide sufficient evidence of disqualifying conduct. However, an arrest record can trigger an inquiry into whether a person engaged in disqualifying criminal activity. Additional evidence, such as law enforcement reports detailing the circumstances of the arrest, witness statements and other relevant documentation, may be used to assist in making a determination that the disqualifying conduct occurred. Reliable evidence of a conviction for criminal conduct that would disqualify an individual for tenancy (such as a background report from a reliable source) or an admission by the offender may also be the basis for determining that the disqualifying conduct occurred.

## 1. OFFENSES SPECIFICALLY IDENTIFIED BY HUD

- A. Pursuant to 24 CFR § 960.204 and 24 CFR § 982.553 according to the applicable subsidy program, 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. An AHA-Assisted Household may also be subject to termination or non-renewal of tenancy if, subsequent to admission, Atlanta Housing Authority determines that any of the statements included in paragraph A above were applicable to an AHA-Assisted Household at the time of admission.

## 2. VIOLENT OR DRUG-RELATED OFFENSES

Applicants may be denied admission and AHA-Assisted Households may be subject to termination or non-renewal of tenancy if any member of their households is determined 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 if any member of their households have, within the five-year period preceding application, been determined to have been engaged in any other criminal offenses that do not involve violence or drugs. An AHA-Assisted Household may be subject to termination or non-renewal of tenancy if any member of their households is determined to have been 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. Motor Vehicle Theft;
- D. Burglary, Larceny, Receiving Stolen Goods;
- E. Prostitution and Solicitation of Prostitution;
- F. Vandalism; and
- G. Other Offenses that may Pose a Threat to Public Health and Safety but do not involve Violence or Drugs.

4. ADVERSE CRIMINAL HISTORY DECISIONS

Prior to an adverse decision based on criminal activity, affected applicants and AHA-Assisted Households will receive notification of the proposed adverse decision and will receive an opportunity to dispute the accuracy and relevance of a criminal record. The dispute processes for adverse criminal history decisions are set forth in the Program-Specific Policies in Chapters 2 and 3 of this Statement of Corporate Policies.

ARTICLE  
SIXTEEN.

FRAUD AND MISREPRESENTATION

- 1. Applicants to AHA’s Rental Assistance Programs and AHA-Assisted Households under one of AHA’s Rental Assistance Programs are required to provide truthful, complete information to Atlanta Housing Authority, Owners and Management Agents, including but not limited to information relating to participation in other housing subsidy programs, income from all sources, employment status of all household members, household composition, criminal history and other requested household background

information to qualify for initial eligibility and continued residency in an Covered Unit.

2. Such Applicants and AHA-Assisted Households who engage in acts of fraud and misrepresentation are subject to loss of program benefits, reimbursement of subsidy assistance, and prosecution under State and Federal laws, and where appropriate, will be referred for such prosecution by Atlanta Housing Authority, an Owner and/or a Management Agent.
3. In addition, such Applicants and AHA-Assisted Households who have made any intentional misrepresentation, or who have omitted or misrepresented material information, at the time of admission, during any subsequent recertification and/or lease renewal, or at any other time shall be denied admission or be subject to termination or non-renewal of tenancy, as applicable. Such Applicants and AHA-Assisted Households will be afforded the right to an informal review or hearing, as applicable, pursuant to this Statement of Corporate Policies.

ARTICLE  
SEVENTEEN.

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 its Rental Assistance Programs on a funding availability and resource allocation basis.

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 its Rental Assistance Programs related to intake procedures including but not limited to establishing a preference for disaster victims on waiting lists for its Rental Assistance Programs, 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 Seventeen.

**[END OF CHAPTER 1]**

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## CHAPTER 2

### AHA-ASSISTED UNIT POLICIES

#### PART I - INTRODUCTION

##### ARTICLE ONE. GENERAL POLICY REQUIREMENTS

The General Policy Requirements for Rental Assistance Programs set forth in Chapter 1 are applicable to this Chapter 2, which covers the Program-Specific Policies for AHA-Assisted Units.

##### ARTICLE TWO. AHA-ASSISTED UNIT

1. Any residential unit that receives either public housing operating subsidy or project based rental assistance, regardless of the ownership structure of the community in which the residential unit is located, is referred to as an “AHA-Assisted Unit.”
2. Atlanta Housing Authority-owned public housing developments with AHA-Assisted Units are referred to as AHA-Owned Residential Communities (“AHA-Owned Communities”).
3. Privately-owned market-rate, mixed-income communities with a percentage of AHA-Assisted Units receiving public housing operating subsidy under Section 9 of the 1937 Housing Act, as amended, are referred to as MIXED Communities.
4. Privately-owned market rate, mixed income communities with a percentage of AHA-Assisted Units receiving project based rental assistance under Section 8 of the 1937 Housing Act, as amended, are referred to as HomeFlex Communities. The HomeFlex program, as designed and implemented by Atlanta Housing Authority using its MTW flexibility and authorizations, differs from the HUD regulations at 24 CFR, Part 983 for the Project-Based Voucher (PBV) Program. In the event should there be any conflict between the policies and procedures of the AHA HomeFlex program and HUD PBV program requirements, AHA will adhere to the AHA HomeFlex policies and procedures, which include, but are not limited to, policies and procedures for the form of HomeFlex agreement, rent setting, site-based administration, site-based waiting lists and the percentage of units in a HomeFlex Community that can be project-based. Atlanta Housing Authority may project-base, without limitation, any number of its authorized units under the Housing Choice Program.
5. In some cases, both public housing operating subsidy and HomeFlex may be present in a MIXED Community. In general, MIXED Communities and HomeFlex Communities are owned by a limited partnership or similar ownership structure (“Owner Entity”) and are independently operated by the Owner Entity’s managing general partner and professional management company.
6. With respect to the deal structure for the development of these communities, Atlanta Housing Authority may or may not be a sponsor, co-developer, lender and/or holder of a ground lease on the real estate. Finally,

AHA-Assisted Units in these communities may also be a low income housing tax credit unit (“LIHTC Unit”).

ARTICLE THREE. MANAGEMENT AND ADMINISTRATION

1. For the purpose of this Chapter 2 of this Statement of Corporate Policies, a private management company that manages an AHA-Owned Community, MIXED Community or HomeFlex Community is referred to as “Management Agent.”
2. Atlanta Housing Authority and its Management Agents are responsible for developing and implementing written operating procedures for the AHA-Owned Communities that are consistent with this Statement of Corporate Policies.
3. Owner Entities and their respective Management Agents are responsible for developing and implementing written operating procedures for the MIXED and HomeFlex Communities that are consistent with this Statement of Corporate Policies and to the requirements of other funding sources to the extent that MIXED and HomeFlex Communities may be subject to stricter requirements. Such operating procedures are subject to review by Atlanta Housing Authority with respect to the intent of any related policies and requirements. Atlanta Housing Authority will require the Owner Entity to revise any operating procedure that conflicts with the governing agreement between Atlanta Housing Authority and the Owner Entity for the property.
4. For the purpose of this Chapter 2 of the Statement of Corporate Policies the operating procedures under Sections 2 and 3 above are referred to as “Management Operating Procedures.”
5. Notwithstanding the fact that the HomeFlex program is administered independent of and separate from the Housing Choice Tenant-Based Voucher Program, Atlanta Housing Authority may enter into Housing Choice Rental Assistance Agreements for Housing Choice Tenant-Based Vouchers in MIXED and HomeFlex communities, provided that the combined total of AHA-Assisted Units and voucher-assisted units in a HomeFlex Community does not exceed the deconcentration limits as set forth in Chapter 1, Article Five of this Statement of Corporate Policies.
6. The administrative requirements for HomeFlex are set forth in the Atlanta Housing Authority's *Administrative Plan Governing Project Based Rental Assistance under the HomeFlex Program*, as amended, and any successor document adopted by the Atlanta Housing Authority, including any policies and procedures provided to the Owner Entity by the Atlanta Housing Authority for purposes related to the administration of the HomeFlex program.
7. An AHA-Owned Community or MIXED Community undergoing a subsidy conversion from Section 9 to Section 8 of the Act through the Rental Assistance Demonstration (“RAD”) will follow Atlanta Housing Authority’s HomeFlex policies and procedures unless otherwise prohibited by HUD pursuant to RAD requirements not subject to waiver.

8. AHA-Owned Communities will be smoke-free effective July 1, 2018. The use of smoking products, including cigarettes, cigars, pipes, and water pipes (e.g., hookahs) and electronic smoking devices (for the purpose of inhaling vapor or aerosol from the product), is banned in all areas, including living units, indoor common areas, and administrative offices, unless management designates an area at least 25 feet away from the building where smoking can be permitted.

#### ARTICLE FOUR.

#### APPLICABILITY OF POLICIES TO APPLICANTS AND RESIDENTS

The Statement of Corporate Policies applies to all Applicants and members of the Applicant households, and Residents and members of the Resident households who have applied for or reside in an AHA-Assisted Unit, as applicable. The singular use of the terms “Applicant” and “Resident” shall be deemed to include all household members for the purposes of this Statement of Corporate Policies.

#### ARTICLE FIVE.

#### SITE-BASED WAITING LIST POLICY

1. The Site-Based Waiting List Policy established the equitable and consistent administration of independent site-based waiting lists at each AHA-Owned Community, MIXED Community and HomeFlex Community. A single site-based waiting list will serve the entire MIXED Community or HomeFlex Community comprised of one or more development phases. 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 lease only one AHA-Assisted Unit, 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.
2. The implementing protocols for the administration of site-based waiting lists are memorialized as separate policy documents approved by HUD and are hereby included, by reference, in this Statement of Policies. In addition, AHA’s MTW Agreement states that AHA will continue to operate site-based waiting lists in accordance with the existing HUD-approved policies and provides further that AHA, at its option, has the authority to develop and administer other site-based waiting lists to address various situations.
3. 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; address an urgent local need as determined and approved by Atlanta Housing Authority including, but not limited to, Rental Assistance Demonstration related construction, foreclosure assistance and natural disasters, assistance to eligible victims of domestic violence pursuant to the *Violence Against Women Act*, pilot programs for at-risk populations, relocation activities and mitigation of displacement related to real estate development and/or gentrification.

ARTICLE SIX.

REASONABLE ACCOMMODATION

1. Atlanta Housing Authority's Reasonable Accommodation Policy is set forth in Chapter 1, Article Six of the Statement of Corporate Policies.
2. Atlanta Housing Authority and Owner Entities through their respective Management Agents have (i) set forth the process for Applicants and Residents who participate in programs in AHA-Owned Communities and/or MIXED and HomeFlex Communities to request reasonable accommodations; (ii) provided forms for individuals to request reasonable accommodations; (iii) set forth specific procedures regarding the acceptance, processing and disposition of reasonable accommodations requests, including target timeframes; and (iv) provided formal appeal/grievance procedures for individuals who have been denied reasonable accommodations. Persons with disabilities who require a Reasonable Accommodation because of a disability, or persons making a request on behalf of a person with disabilities should submit a request to the Management Agent, preferably using the request forms the Management Agent provides in order to simplify processing; however, use of specific forms is not required. The requester may be asked to provide verification of the need for the accommodation from a doctor or other professional who has direct knowledge of the subject disability if the need for the request is not obvious to the Management Agent. The verifier will be asked to provide reliable verification that the person seeking the accommodation is a person with disabilities and the person needs the accommodation to afford an equal opportunity to participate in or benefit from the subject Atlanta Housing Authority program.
3. As a component of Atlanta Housing Authority's reasonable accommodation efforts, Atlanta Housing Authority will advise Applicants and Residents, employees and, to the extent applicable, members of the public of the Applicants' and Residents' right to effective communication in programs, services and activities. Management Operating Procedures will provide 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, as applicable, 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 SEVEN. PRIVATE SECTOR INNOVATION

In order to take advantage of private sector innovation, Atlanta Housing Authority may make available to the Owner Entities of MIXED and HomeFlex 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 Residents and eligible Applicants with respect to their communities.
2. Innovative policies and procedures, if approved by Atlanta Housing Authority, may include, but are not limited to, new rent structures such as affordable fixed rents; standard deductions; application and waiting list procedures; selection preferences for a site-based waiting list; 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 AHA-Assisted Units.

**PART II – APPLICANT AND RESIDENT SUITABILITY**

ARTICLE ONE. DETERMINING CRITERIA

1. An Applicant desiring to lease an AHA-Assisted Unit must first demonstrate all of the following:
  - 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. 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”); and
  - E. Compliance with Atlanta Housing Authority’s Work Requirement.

2. A Resident of an AHA-Assisted Unit must continue to demonstrate compliance with all eligibility and suitability requirements for admission and continued program participation, all Lease requirements, apartment rules and other program requirements throughout the Resident's tenancy.
3. All Applicants must certify at application, and Residents must certify at recertification, that they have the ability to comply with all requirements of the Lease and such other related certifications as deemed appropriate by Atlanta Housing Authority.

## ARTICLE TWO.

### INITIAL LEASING CONSIDERATIONS

1. An Applicant desiring to lease an AHA-Assisted Unit must apply at the community or communities of the Applicant's choice.
2. An Applicant, if eligible, will be placed on the applicable site-based waiting list for the community or communities.
3. Certain communities with AHA-Assisted Units may require Applicants to pay a non-refundable application fee, which, in the Management Agent's discretion, may be applied to the Applicant's security deposit, provided the Applicant is offered and accepts the offer of an AHA-Assisted Unit.
4. Applicants must 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 available to 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 THREE.

### APPLICANT SELECTION POLICIES

Applicants for AHA-Assisted Units will be placed on the applicable site-based waiting list in accordance with the requirements as set forth below.

1. Order of Applicant selection for communities where the Resident population is comprised of Elderly Persons, Almost-Elderly Persons (as this term is defined below) and/or Non-Elderly Disabled Persons (as this term is defined below):
  - A. To be considered for a community for Elderly, Disabled, Almost-Elderly and/or Non-Elderly Disabled Persons, an Applicant must be a household comprised of members in one or more of the following categories:

- i. An Elderly Person;
- ii. An Almost Elderly Person who is 55-61 years of age;
- iii. A Disabled Person who is either an Elderly Person or Almost Elderly Person; or
- iv. A Non-Elderly Disabled Person who, for the purpose of this admission policy under paragraph B below, is a Disabled Person who is 18-54 years of age.
- v. 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 AHA-Assisted Units in a community for Elderly, Almost Elderly, Disabled or Non-Elderly Disabled Persons, as applicable and appropriate.

D. In the event there is an insufficient number of Elderly and Almost Elderly Applicants to admit to AHA-Assisted Units 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 AHA-Assisted Units.

E. The definition of a Disabled Person in the context of this Article Three of Chapter 2 is consistent with HUD’s definition of a “person with disabilities” for program eligibility purposes as set forth in Article Eight of Chapter 1.

ARTICLE FOUR.

GENERAL CONSIDERATIONS FOR APPLICANT SELECTION FROM A SITE-BASED WAITING LIST

- 1. 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.
- 2. An Applicant’s placement on or selection from a site-based waiting list at an AHA-Owned Community, MIXED Community and/or HomeFlex 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.

3. The site-based waiting list will be opened following a public notice which will contain the following information:
  - A. Location of the AHA-Owned Community, MIXED Community and/or HomeFlex Community where applications may be placed;
  - B. Availability of AHA-Assisted Units by bedroom size;
  - C. References to basic eligibility criteria for Applicants including Special Qualifications, as applicable;
  - D. Method of Selecting Applications and any applicable preferences (date and time of application, or by a random method such as a lottery);
  - E. Fair Housing Logo or statement; and
  - F. Accessibility Logo or statement.
4. If the public notice does not include the closing date of the site-based waiting list then a separate public notice must be published to announce the closing date of the site-based waiting list.
5. 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 Affirmatively Furthering Fair Housing marketing plan, as applicable.
6. The method used in ranking Applicants on the site-based waiting list for an AHA-Assisted Unit 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 AHA-Assisted Unit prior to any consideration given to other Applicants who were placed on the applicable site-based waiting list according to a public notice. In the case of a waiting list applying a preference for persons at-risk of displacement, persons qualifying for the preference will be given second consideration as Applicants for an AHA-Assisted Unit prior to any consideration given to other Applicants who were placed on the applicable site-based waiting list according to a public notice.



7. The maintenance of a site-based waiting list with respect to updating applications, notice letters, and non-responsive files will be detailed in the Management Operating Procedures.
8. Atlanta Housing Authority's fair and equitable "Site-Based Waiting List Policy" for AHA-Assisted Units 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.
9. General Consideration for MIXED and HomeFlex Communities:
  - A. At least five percent (5%) of all AHA-Assisted Units in MIXED Communities and HomeFlex Communities will be available to eligible and qualified Applicants and Residents with disabilities who require the accessibility features of UFAS-Accessible Units, provided the AHA-Assisted 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 (LIHTC) program under Section 42 of the federal Internal Revenue Code, and in consideration of the expected income levels of residents of apartments other than AHA-Assisted Units being contemplated by Owner Entities of MIXED and HomeFlex Communities with AHA-Assisted Units with LIHTC units, such Owner Entities are hereby permitted to manage admissions to an appropriate goal of a broad range of incomes whereby fifty percent (50%) of AHA-Assisted Units would be occupied by Resident families with incomes less than thirty percent (30%) of Area Median Income for the Atlanta-Sandy Springs-Marietta, Georgia MSA (adjusted for family size) and fifty percent (50%) by Resident families with incomes equal to or greater than thirty percent (30%) Area 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 AHA-Owned Communities and MIXED or HomeFlex Communities.
2. Each AHA-Owned Community and each MIXED or HomeFlex 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 identifying an available AHA-Assisted UFAS-Accessible Unit in any AHA-Owned Community, MIXED Community or HomeFlex Community;
  - B. A process for notifying and referring Residents from the database to AHA-Owned Communities, MIXED Communities or HomeFlex Communities with openings on the respective site-based UFAS Waiting Lists;
  - C. A process for notifying and referring Applicants from the database to AHA-Owned Communities, MIXED Communities or HomeFlex Communities with openings on the respective site-based UFAS Waiting Lists; and
  - D. A method for monitoring the maximization of occupancy of AHA-Assisted Units that are UFAS-Accessible Units, in AHA-Owned Communities, MIXED Communities and HomeFlex 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 AHA-Owned Community, the Management Agent shall offer the UFAS-Accessible Unit as follows:
- A. First, to a current Resident with disabilities in an AHA-Owned 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 AHA-Owned 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 AHA-Owned 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 AHA-Owned 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 AHA-Owned 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 AHA-Owned 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 AHA-Owned 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 AHA-

Owned 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 AHA-Owned 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 AHA-Owned 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 AHA-Owned 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 AHA-Owned Community when there is an eligible, qualified current Applicant or Resident with disabilities who requires the accessibility features of the unit.
5. When an AHA-Assisted Unit that is a UFAS-Accessible Unit becomes available in the appropriate bedroom size in a MIXED or HomeFlex 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 MIXED or HomeFlex 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 MIXED or HomeFlex 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 AHA-Assisted Unit, according to date and time of application, on the site-based waiting list of the same MIXED or HomeFlex Community who requires the accessibility features of the available, UFAS-Accessible Unit;
    - C. Third, if there is no qualified Applicant for an AHA-Assisted Unit on the site-based waiting list of the same MIXED or HomeFlex Community who requires the accessibility features of the vacant UFAS-Accessible Unit, then the MIXED or HomeFlex Community will coordinate with Atlanta Housing Authority's Section 504/ADA Coordinator for referrals from the AHA-Owned and MIXED or HomeFlex UFAS-Accessible Unit Database. If Atlanta Housing Authority identifies a current Resident or Applicant on the AHA-Owned and MIXED or HomeFlex 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 MIXED or HomeFlex Community; and
    - D. Fourth, if there is no eligible, qualified Resident or Applicant with disabilities in the MIXED or HomeFlex Community or referred by Atlanta Housing Authority pursuant to a review of the AHA-Owned and MIXED or HomeFlex UFAS-Accessible Unit Database, who submits an application for the unit within a reasonable time period following receipt of a notice, then the unit may be offered to the next Applicant or Resident, according to date and time of transfer request or application, in the MIXED or HomeFlex 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 MIXED or HomeFlex 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 MIXED or HomeFlex 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 AHA-Assisted Units. Atlanta Housing Authority, the Owner Entity or Management Agent shall be responsible for: (i) screening household members 16 years old and over; and (ii) 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 AHA-Assisted Unit. 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 may be utilized including, but not limited to examination of landlord and dispossessory 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 Atlanta Housing Authority, Owner Entities and/or their respective Management Agents to conduct any background check, examination, or verification required for appropriate determinations under the initial or periodic reexamination process.
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 notice of denial, termination or non-renewal, as applicable, which will include a copy of any adverse report(s), where permitted, 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 Policies, as applicable, based on the circumstances.

8. Atlanta Housing Authority, Owner Entities 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.

### DISPUTE PROCESS FOR ADVERSE CRIMINAL HISTORY DECISIONS

1. 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 others, including other residents, and the agents and employees of Atlanta Housing Authority, Owner Entity, and/or Management Agent. An arrest record alone may not provide sufficient evidence of disqualifying conduct. However, an arrest record can trigger an inquiry into whether a person engaged in disqualifying criminal activity. Additional evidence, such as law enforcement reports detailing the circumstances of the arrest, witness statements and other relevant documentation, may be used to assist in making a determination that the disqualifying conduct occurred. Reliable evidence of a conviction for criminal conduct that would disqualify an individual for tenancy (such as a background report from a reliable source) or an admission by the offender may also be the basis for determining that the disqualifying conduct occurred. Atlanta Housing Authority's Criminal History Screening Policy is set forth in Chapter 1, Article Fifteen of this Statement of Corporate Policies.

### 2. 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, including the opportunity to dispute the accuracy and relevance of the criminal record prior to the denial, termination or eviction; and
- iii. The opportunity 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 Atlanta Housing Authority, the Owner Entity and/or the Management Agent, as applicable, 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 Atlanta Housing Authority, the Owner Entity and/or the Management Agent, as applicable, presents any witnesses, the Applicant will have a right to cross-examine them.
  - iv. **DISPOSITIONS:** Denied Applicants are strongly 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 need 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 Atlanta Housing Authority, Owner Entity and/or Management Agent, as applicable will consider, evidence 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 others (including other residents, the agents and employees of Atlanta Housing Authority, Owner Entity, and/or Management Agent); 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 Six: “Disputing Decisions of Manager.”
- D. Applicants who desire to dispute decisions to deny their applications *for reasons other than criminal history* may do so as set forth in Part III, Article Six: “Disputing Decisions of Manager.”

**PART III - RESIDENT BENEFITS AND OPPORTUNITIES**

ARTICLE ONE. RENT STRUCTURES AND RELATED POLICIES

- 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 AHA-Assisted Units 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 AHA-Assisted Units may be established by using one of the following income-based and non-income-based approaches:
  - A. “Income Adjusted Rent” is the standard rent structure that applies a pre-determined percentage of the Resident’s adjusted household income to calculate the Total Tenant Payment. Unless otherwise exempted pursuant to Chapter 1, Article Eleven, Section 7 of this Statement of Corporate Policies, Residents paying an Income Adjusted Rent are subject to the Minimum Rent requirements.
  - B. “Flat Rent” is a standard non-income-based rent structure established in accordance with HUD rules and regulations that uses the fair market rent (FMR) schedule published by HUD as a benchmark in setting reasonable market rents for AHA-Assisted Units. Atlanta Housing Authority, in its discretion and using its MTW flexibility, may discontinue the use of Flat Rents.
  - C. “Affordable Fixed Rent” is an AHA-designed non-income-based rent structure that sets rents for AHA-Assisted Units according to private market practices using 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 Income Adjusted Rents and Flat Rents 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 the Flat Rent.
- 5. When Income Adjusted Rents and Flat Rents 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, if implemented, 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 AHA-Assisted Units in accordance with the schedule established for their community.

## ARTICLE TWO.

### BASIC LEASE OBLIGATIONS AND RESPONSIBILITIES

1. Resident is to live in the AHA-Assisted Unit in such a manner that does 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. 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.
3. Resident households that are not compliant with the applicable Lease, including the community's apartment rules and Atlanta Housing Authority's Work Requirement, are subject to Lease termination.
4. 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.
5. 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 termination of or significant reduction in rental subsidy resulting in an increase in the amount of Tenant 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 in an AHA-Assisted Unit, no more than two people shall be approved to occupy a bedroom. Additional consideration, as determined by Atlanta Housing Authority, the Owner Entity or the Management Agent, may be given to households who may request a larger AHA-Assisted Unit based on significant, verifiable circumstances, including, but not limited to, the age and gender of household members and reasonable accommodations requests.
2. Security deposits shall be collected 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 AHA-Assisted Units.



3. Atlanta Housing Authority or the Owner Entity (with the approval of Atlanta Housing Authority) may establish community-specific utility allowances by bedroom size for each community based on the reasonable rate of actual 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 actual utility consumption required to maintain a reasonable quality of life environment under such conditions.
4. Atlanta Housing Authority, in its discretion, may charge Residents for excess utility usage that exceeds the utility allowances established for the AHA-Owned Community.
5. The Management Agent may establish and, if approved by Atlanta Housing Authority or the Owner Entity, publish for each community with AHA-Assisted Units a schedule of reasonable fees and charges, including but not limited to Maintenance Charges, Charges for Repeated Bedbug Infestations, 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 AHA-Assisted Unit within the same community with AHA-Assisted Units 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.
3. A Resident’s request for a Community Transfer may 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 may be required to pay a “Transfer Fee” based on the schedule of fees published for the particular community with AHA-Assisted Units.
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 of AHA-Owned Communities with disabilities who require a transfer to another AHA-Owned Community as a reasonable accommodation will not be required to make a separate application at the desired Atlanta Housing Authority AHA-Owned 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 AHA-Owned 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 AHA-Owned Communities and MIXED or HomeFlex Communities will maintain a Transfer List that prioritizes the transfer of Residents who require a transfer due to an obvious or verified qualifying 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 AHA-Assisted Unit with accessible features;
    - iv. Current disposition of reasonable accommodation transfer request;
    - v. Date of transfer; and
    - vi. Name of Resident transferred out of an AHA-Assisted Unit 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 an AHA-Owned Community, or for other valid reasons as determined by Atlanta Housing Authority.
8. Relocation Transfers are transfers from one AHA-Owned Community to another AHA-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 AHA-Assisted Unit 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 AHA-Assisted Unit is not available, the Resident may request and the Management Agent may approve a Community Transfer from one AHA-Assisted Unit to two AHA-Assisted Units (“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.

#### PET POLICY

1. Atlanta Housing Authority will permit Residents of AHA-Owned Communities 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 AHA-Assisted Units are not allowed to keep: animals that are not widely acknowledged and accepted as household pets; household pets that are unlicensed as required by Fulton County; household pets temporarily (e.g. pet-sitting); and/or household pets for the purpose of training or engaging in any business activity related to household pets in the Resident’s apartment, or anywhere else within the community.
3. Residents in a MIXED or HomeFlex Community, who desire to keep a common household pet, may only do so if household pets are generally allowed at the community and then only in strict accordance with the household pet procedures prescribed at the Resident’s MIXED or HomeFlex Community, except as provided for in Section 5 below with respect to Assistance Animals.
4. Certain MIXED or HomeFlex 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. Owner Entities and Management Agents will make reasonable accommodations for an “assistance animal”. Pet policies for AHA-Owned Communities and MIXED or HomeFlex Communities shall:
  - A. Expressly exclude Assistance Animals clarifying that an “Assistance Animal” is an animal that is needed as a reasonable accommodation for

persons with disabilities and is not generally subject to the standard pet policy;

- B. 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);
- C. Remove unreasonable height and weight restrictions for Assistance Animals;
- D. Remove unreasonable breed restrictions for Assistance Animals, except in accordance with local laws or ordinances;
- E. Remove pet deposits for Assistance Animals; and
- F. Clarify that any household pet exclusions in any community’s policies do not apply to Assistance Animals required by Residents of AHA-Assisted Units.

## ARTICLE SIX.

### DISPUTING DECISIONS OF MANAGER

The purpose of Article Six 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 Six 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, Section 2 (Adverse Criminal History Decision) of the Statement of Corporate Policies.

#### 1. DISPUTE PROCESS FOR APPLICANTS

- A. Applicants for AHA-Assisted Units 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, including the need for a reasonable accommodation, 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. Atlanta Housing Authority, Owner Entity and/or Management Agent, as applicable, are 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. With respect to termination or eviction based on criminal activity, Residents are to be offered an opportunity to dispute the accuracy and relevance of a criminal record prior to termination or eviction based on criminal activity.
- 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 AHA-Assisted Units.
- 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, including the need for a reasonable accommodation, must be in writing.
- F. The dispute process at each community with AHA-Assisted Units 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. A Resident may bring a representative to this meeting(s) 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.
- I. Notwithstanding anything to the contrary set forth above, the Owner or the Management Agent may evict the occupants of a dwelling unit through judicial eviction procedures instead of providing the dispute process opportunity outlined above.

## **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 AHA-Assisted Units.

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 by Atlanta Housing Authority or the Owner Entity, as applicable. Such amendments and/or updates shall be implemented only after Residents have been given reasonable notice of the effective date.

ARTICLE TWO.

APPROVAL OF MANAGEMENT PRACTICES

Management Operating Procedures, administrative procedures, processes, protocols, and management practices for any policy, initiative, or approach 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.

**[END OF CHAPTER 2]**

## **CHAPTER 3**

### **HOUSING CHOICE TENANT-BASED PROGRAM POLICIES**

#### **PART I – INTRODUCTION**

##### ARTICLE ONE. GENERAL POLICY REQUIREMENTS

The General Policy Requirements for Rental Assistance Programs set forth in Chapter 1 are applicable to this Chapter 3, which covers the Program-Specific Policies for the Housing Choice Tenant-Based Program (“Program”).

##### ARTICLE TWO. PROGRAM MANAGEMENT AND OPERATING PROCEDURES

1. The operating division designated by Atlanta Housing Authority is responsible for performing all program management functions related to the implementation and administration of the Program (“Operations Division”). 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 Corporate Policies.
2. Atlanta Housing Authority 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.
3. The terms Applicant and Participant are defined to include all household members with respect to their compliance with the Housing Choice Tenant-Based Program Policies set forth in this Chapter 3 of this Statement of Corporate Policies and implemented through the Operating Procedures.

#### **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 opportunities and other details related to the acceptance of applications to the Waiting List as set forth in the Operating Procedures.

##### ARTICLE TWO. WAITING LIST APPLICATION PROCESS

The form of application and administrative procedures for receiving applications from Applicants, placing Applicants on the Waiting List and selecting Applicants from the Waiting List are set forth in the Operating Procedures.

ARTICLE THREE. ORGANIZATION AND MAINTENANCE OF THE WAITING LIST

1. The equitable methods of processing 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 related to the Waiting List, including but not limited to procedures for reevaluating the reliability of waiting list information provided by Applicants, exploring alternative strategies for the selection of Applicants (including the implementation of residency and other local preferences) 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 removals will be 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 FOUR. 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; and/or address an urgent local need as determined and approved by Atlanta Housing Authority including, but not limited to, Rental Assistance Demonstration related construction, foreclosure assistance and natural disasters, assistance to eligible victims of domestic violence pursuant to the *Violence Against Women Act*, pilot programs for at-risk populations, relocation activities and mitigation of displacement related to real estate development initiatives. Special admissions may also be approved, as a reasonable accommodation, for transfer assistance to an eligible and qualified person with a verifiable disability who resides in an AHA-Owned Community or whose name is on a transfer/waiting list to be assisted who requires a UFAS Accessible Unit.
3. Any household eligible for a special admission, as determined by Atlanta Housing Authority, may not be denied a Voucher for admission to the Program provided that no member of the household has committed an offense specifically identified by HUD pursuant to 24 CFR 982.553 as described in Chapter 1, Article Fifteen of this Statement of Corporate Policies.
4. Atlanta Housing Authority, in its discretion, may deny special admission to a household 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 others, including other residents, Atlanta Housing Authority and its staff, Owners/Landlords, and/or Management Agent staff as stated in Chapter 1, Article Fifteen of this Statement of Corporate Policies.



5. Other eligibility requirements specific to the special admission program, procedures, processes and general management practices for special admissions will be outlined in the Operating Procedures.

#### ARTICLE FIVE.

#### ELIGIBILITY DETERMINATION

1. 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; (b) Applicant's total household income verified for the initial eligibility determination does not exceed the "Very Low-Income" limit published by HUD for the household size; (c) Applicant fully satisfies applicable statutory and HUD's regulatory requirements for citizenship and/or eligible immigrant status; (d) Applicant is in compliance with the Work Requirement set forth in Chapter 1, Article Ten of this Statement of Corporate Policies; (e) Applicant has an acceptable criminal background record; and (f) Applicant is able to comply with all Program obligations.
2. An Applicant's qualifications for Participation must be verified through appropriate documentation as set forth in the Operating Procedures.
3. 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 III – PROGRAM PARTICIPATION**

#### ARTICLE ONE.

#### FAMILY BRIEFINGS

Prior to Voucher issuance, Applicants are required to participate in a "Family Briefing" that provides an overview of the Program in order to inform, review and educate Applicants regarding Program procedures, family obligations, compliance with Program requirements, and available housing opportunities. The Family Briefing will be conducted in accordance with the Operating Procedures.

#### ARTICLE TWO.

#### VOUCHER ISSUANCE

Vouchers are issued to Applicants 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, reasonable accommodation requests, and other reasonable requests related to an Atlanta Housing Authority special or strategic initiative. The procedures for granting extensions are set forth in the Operating Procedures.

#### ARTICLE THREE.

#### 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. In considering a request made by a Participant, 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, may be approved by Atlanta Housing Authority in determining Voucher Size.

#### ARTICLE FOUR.

#### TRANSFER OF ASSISTANCE

1. An Applicant 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 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, leaves, moves out of or is involuntarily removed from the household or dies, Atlanta Housing Authority will determine the disposition of the Voucher with respect to the remaining members of the household in accordance with the Operating Procedures.

#### ARTICLE FIVE.

#### 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, not Atlanta Housing Authority's responsibility, to screen and make its own determination regarding the suitability and acceptability of Participants as prospective tenants using the Owner/Landlord's own screening criteria in compliance with the Fair Housing Act and other applicable requirements. As a general practice, Atlanta Housing Authority does not provide its screening reports to Owners/Landlords and Owner/Landlords may not rely upon such screening reports for any purpose.

#### ARTICLE SIX.

#### 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 Corporate Policies as implemented through the Operating Procedures, including, but not limited to those obligations relating to lease violations, housekeeping, criminal activity prohibitions, other health and safety concerns, and economic independence initiatives.
3. Participants, or any member of the Participant's household, who becomes unemployed due to her/his resignation, retirement before age 62, quitting, termination, firing or other voluntary reasons, may not receive any rent relief as a result of the loss of employment and shall continue to be responsible for the entire Tenant Rent based on prior employment and income status.

4. Participants who provide third party verification satisfactory to AHA that loss of employment was due solely to a layoff will receive consideration for a reduction in Tenant Rent.

ARTICLE SEVEN. PROGRAM MOVE

1. A Participant must give written notice to the Owner/Landlord and to Atlanta Housing Authority of intent 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").
2. The procedures, processes and general administrative guidelines governing Program Moves are set forth in the Operating Procedures.
3. 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; pilot program requirements for at-risk populations; and other reasons as set forth in the Operating Procedures.
4. Participants undergoing a Program Move may be required to attend a Family Briefing as set forth in the Operating Procedures.

ARTICLE EIGHT. PORTABILITY

1. Voucher portability procedures, processes and general administrative practices are set forth in the Operating Procedures.
2. Voucher portability to another jurisdiction 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 policies, including the Work Requirement. Atlanta Housing Authority, at its discretion, may waive such requirements for Participants where Atlanta Housing Authority determines that it is not feasible to administer program compliance for such Participants.
4. Atlanta Housing Authority, in its discretion, may place reasonable restrictions on the ability of Participants to port outside of its jurisdiction. Such restrictions may include, but will not be limited to, Program tenure, Work Requirement compliance, status of current Lease and other restrictions relating to compliance with family obligations under the Program.

**PART IV – AHA SUBMARKET PAYMENT STANDARDS AND CONTRACT RENT DETERMINATIONS**

ARTICLE ONE.           MTW AUTHORIZATION

1. Atlanta Housing Authority’s MTW Agreement authorizes AHA to make determinations with respect to payment standards, rent reasonableness methodologies, and reasonable contract rents and increases to such rents.
2. Atlanta Housing Authority, in its discretion and pursuant to the MTW authorizations, 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.
3. Atlanta Housing Authority’s policies regarding payment standards and rent determinations support effective strategies for the deconcentration of poverty by providing Participants with meaningful and broader housing opportunities in order to access quality affordable housing.

ARTICLE TWO.           AHA SUBMARKET PAYMENT STANDARDS

1. Atlanta Housing Authority will establish, implement and publish maximum rental subsidy amounts for Voucher-assisted rental units by location and bedroom size (“AHA Submarket Payment Standards”). The AHA Submarket Payment Standards will be used in lieu of the Fair Market Rents published annually by HUD in the Federal Register. AHA will utilize recognized market study practices and other valuation methods for establishing the AHA Submarket Payment Standards.
2. The objective of the AHA Submarket Payment Standards is to maximize the use of Voucher subsidy funding in support of strategies that promote the deconcentration of poverty and broader housing opportunities, promote the expansion of affordable housing, provide reasonable accommodation for Participants who are Elderly or Disabled Persons, and support the sustainability of the Program.
3. Atlanta Housing Authority, in its discretion, may establish, implement and publish a payment standards schedule applicable to a broader area in support of portability initiatives.
4. Atlanta Housing Authority may amend the AHA Submarket Payment Standards periodically based on changing market conditions.
5. The procedures for implementing the AHA Submarket Payment Standards will be set forth in the Operating Procedures.

ARTICLE THREE.       SETTING REASONABLE CONTRACT RENTS

1. The rent requested by an Owner/Landlord and approved by Atlanta Housing Authority for a rental unit to be leased under the Program is the “Contract Rent.”
2. To be approved, a Contract Rent must be reasonable when compared to comparable unassisted rental units in the rental market. Any exception to a

Contract Rent determination must be approved by AHA's Investment Committee or its designee.

3. Methodologies for determining reasonable Contract 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 for the Atlanta-Sandy Springs-Marietta MSA, private sector databases, academic and other empirical studies, and regional economic forecasts.
4. Atlanta Housing Authority's process for setting reasonable Contract Rents are set forth in the Operating Procedures.

#### ARTICLE FOUR.

#### AHA SUBMARKET PAYMENT STANDARDS LIMITATIONS ON CONTRACT RENTS

1. A Contract Rent proposed for a rental unit under the Program cannot exceed the applicable AHA Submarket Payment Standard.
2. When a Contract Rent for a rental unit exceeds the applicable AHA Submarket Payment Standard, an exception to the applicable AHA Payment Submarket Standard may be granted, provided the Contract Rent is reasonable and the justification for such approval is based on the quality of the rental unit regardless of submarket, the location of the rental unit with respect to its proximity to revitalization activities, a reasonable accommodation request, and other reasonable justifications related to achieving Atlanta Housing Authority's goals. Any exception to the AHA Submarket Payment Standards must be approved by AHA's Investment Committee or its designee. The procedures for granting exceptions will be set forth in the Operating Procedures.
3. In some cases that cannot be fully justified, AHA, in its discretion, may not grant an exception to an AHA Submarket Payment Standard when the Contract Rent for a rental unit exceeds the AHA Submarket Payment Standard. In such cases AHA may allow the Participant to add that portion of the proposed Contract Rent that exceeds the applicable AHA Submarket Payment Standard to the Participant's Tenant Rent, provided the proposed Contract Rent is reasonable and the Participant will not experience an excessive Rent Burden, as determined and approved by AHA.

### **PART V – INSPECTIONS**

#### ARTICLE ONE.

#### QUALITY UNITS

1. Atlanta Housing Authority established and may amend enhanced local standards ("AHA Enhanced Inspection Standards") periodically to ensure that rental units under the Program offer Participants quality housing in healthy communities.
2. 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 Enhanced 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 rental units in neighborhoods that promote and enhance educational and employment goals, good citizenship, and peaceful and cooperative community living.

3. Atlanta Housing Authority policy requires that only Owners/Landlords with quality rental units can participate in the Program. Atlanta Housing Authority, in its discretion, can deny the participation of Owners/Landlords with substandard or marginal rental units (including rental units in areas that do not meet Atlanta Housing Authority site and neighborhood standards) for Program participation.
4. AHA, in its discretion, may develop and implement procedures and practices governing the abatement of housing assistance payments payable to Owners/Landlords in the event a rental unit assisted under the Program fails to comply with the AHA Enhanced 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.

**FREQUENCY OF INSPECTIONS**

1. To ensure ongoing compliance with the AHA Enhanced Inspection Standards, Atlanta Housing Authority will inspect or coordinate the inspection of all rental units assisted under the Program prior to occupancy, on a periodic but planned basis 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.
2. AHA may establish a process in the Operating Procedures that would permit a high performing Owner/Landlord with a high quality property to self-certify that any rental unit under the Program in such property complies with the AHA Enhanced Inspection Standards without the need for an inspection by AHA. The Operating Procedures would also set forth the qualifications of high-performing Owners/Landlords, the quality benchmarks for eligible properties, the self-certification process and quality control measures.

ARTICLE THREE.

**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 rental units and family self-sufficiency opportunities for Program Participants. This effort includes outreach activities to Owners/Landlords with quality rental units as well as pre-qualification/pre-inspection processes to ensure the availability of quality rental units.

**PART VI – HOUSING CHOICE RENTAL ASSISTANCE AGREEMENT**

ARTICLE ONE.

**BUSINESS RELATIONSHIP WITH OWNERS/LANDLORDS**

The Housing Choice Rental Assistance Agreement, (“HCRA Agreement”), or any successor or related 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. LEASE ADDENDUM

The Housing Choice Rental Lease Addendum, (“Lease Addendum”), or any successor or related lease addendum that Atlanta Housing Authority may develop and implement pursuant to its authorizations under the MTW Agreement, is the controlling document that defines business relationship between Participants and Owners/ Landlords with respect to their participation in the Program.

ARTICLE THREE. LEASE AND HCRA AGREEMENT TERMINATION

Procedures, processes and general administrative guidelines governing lease terminations by the Owner/Landlord with respect to the Participant and the resulting termination of the HCRA Agreement are set forth in the Operating Procedures.

ARTICLE FOUR. ENHANCEMENTS TO HCRA AGREEMENT AND LEASE ADDENDUM

Atlanta Housing Authority may develop enhanced versions of the HCRA Agreement and Lease Addendum in order to attract and retain high quality multifamily communities in the Program.

ARTICLE FIVE. 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 VII – PROGRAM TERMINATIONS**

ARTICLE ONE. DENIAL AND TERMINATION OF ASSISTANCE

1. Atlanta Housing Authority may deny admission to Applicants or terminate the 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. Atlanta Housing Authority’s Criminal History Screening Policy is set forth in Chapter 1, Article Fifteen of this Statement of Corporate Policies. An arrest record alone may not provide sufficient evidence of disqualifying conduct. However, an arrest record can trigger an inquiry into whether a person engaged in disqualifying criminal activity. Additional evidence, such as law enforcement reports detailing the circumstances of the arrest, witness statements and other relevant documentation, may be used to assist in making a determination that the disqualifying conduct occurred. Reliable evidence of a conviction for criminal conduct that would disqualify an individual for tenancy (such as a background report from a reliable source) or an admission by the offender may also be the basis for determining that the disqualifying conduct occurred.
2. Other causes Atlanta Housing Authority may deny admission to Applicants or terminate the housing assistance benefits of Participants include the following.

- A. An Applicant or Participant who 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 any of the requirements for selection and continued participation in the Program as set forth in the program application, voucher, program rules, family obligations set forth in the voucher, HCRA Lease Addendum, applicable HUD regulations or this Statement of Corporate Policies.

ARTICLE TWO. OTHER TERMINATIONS OF HCRA AGREEMENTS AND PARTICIPANT ASSISTANCE

- 1. Atlanta Housing Authority may terminate a HCRA Agreement if the Owner/Landlord is not in compliance with the terms and conditions of the HCRA Agreement and for any other reason set forth in the HCRA Agreement or otherwise allowed by law.
- 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. 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 THREE. 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 FOUR. INFORMAL REVIEWS AND INFORMAL HEARINGS

- 1. Applicants may exercise the right to an “Informal Review” regarding denial of an application for housing assistance or denial of a reasonable accommodation request. 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.
- 2. 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. 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. The Applicant may bring witnesses, representatives (including attorneys) or letters of support to the Informal Review. In the event Atlanta Housing Authority's representative for the Housing Choice Voucher Program presents any witnesses, the Applicant will have a right to cross-examine them. In the event the Applicant presents any witnesses, the representative from Atlanta Housing Authority will have a right to cross-examine them. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. 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.

3. Participants may exercise the right to an "Informal Hearing" to consider whether certain adverse actions that may result in significant reduction or termination of housing subsidy benefits violate the law, HUD regulations (to the extent applicable under MTW) or Atlanta Housing Authority policies.
4. Adverse decisions based on criminal activity - If the denial of admission or termination of assistance is based on criminal activity, Atlanta Housing Authority will provide a copy of the criminal background report at issue and the Applicant or Participant will be given the opportunity to dispute the accuracy and relevance of the record prior to the adverse decision. Applicants and Participants are strongly encouraged to provide a copy of the disposition of the subject criminal offenses. If, however, an Applicant or Participant 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, he or she will not need to provide additional information regarding a criminal conviction or a guilty plea. This does not mean, however, that he or she will not be allowed to discuss the circumstances or any of the review considerations set forth below if he or she wants such additional information to be considered. Atlanta Housing Authority will consider evidence of the circumstances of the criminal case(s) including mitigating or aggravating circumstances; the time, nature and extent of the conduct including the severity of the conduct and the seriousness of the offense; and whether the conduct indicates that the Applicant or Participant would pose a danger to the health, safety or welfare of others.
5. 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. Prior to the Informal Hearing, the Participant may request an opportunity to examine the Participant's file and to copy any relevant documents at the Participant's cost. 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. The Participant may bring witnesses, representatives (including attorneys) or letters of support to the Informal Hearing. In the event Atlanta Housing Authority's representative for the Housing Choice Voucher Program presents any witnesses, the Participant will have a right to cross-examine them. In the event the Participant presents any witnesses, the representative from Atlanta Housing

Authority will have a right to cross-examine them. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. Determinations shall be based on the preponderance of the evidence presented 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.

6. Requests for Informal Hearings, supporting documentation, and a copy of the final decision shall be retained in the Participant's file.
7. Applicants and Participants with disabilities may request reasonable accommodation in order to participate in the Informal Review and Informal Hearing process, as applicable.

## **PART VIII – INTER-JURISDICTIONAL COOPERATION**

### ARTICLE ONE. COOPERATIVE AGREEMENTS

Atlanta Housing Authority may 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.

## **PART IX – SPECIAL PROGRAMS**

### ARTICLE ONE. SPECIAL PROGRAMS POLICY

Atlanta Housing Authority, in its discretion, and as a policy matter may develop special programs, pilots 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. A special program that AHA may pilot utilizing tenant-based assistance solely for the purpose of addressing the local housing needs of at-risk populations shall comply with the applicable provisions of the Supportive Housing Policies as set forth in Chapter 4 of this Statement of Corporate Policies.

## **PART X – 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.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 by the Housing Choice Tenant-Based Voucher Program or by such other 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 OF CHAPTER 3]**

## CHAPTER 4

### SUPPORTIVE HOUSING POLICIES

#### PART I – INTRODUCTION

##### ARTICLE ONE. GENERAL POLICY REQUIREMENTS

The General Policy Requirements for Rental Assistance Programs set forth in Chapter 1 of this Statement of Corporate Policies are applicable to this Chapter 4 to the extent that such policies do not conflict with the Program-Specific Policies for Supportive Housing.

##### ARTICLE TWO. BACKGROUND FOR ESTABLISHMENT OF SUPPORTIVE HOUSING

1. Atlanta Housing Authority determined that there was a need to develop housing assistance policies for special needs populations such as the homeless, persons with disabilities, persons with mental health or developmental disabilities, U.S. military veterans, at-risk families and youth and other targeted groups who are enrolled in supportive services programs and who require a stable housing arrangement to ensure the effectiveness of their respective supportive services plans.
2. Based on its past experience and lessons learned through such activities as the Homeless Demonstration Program, Mental Health Demonstration Program and other Supportive Housing initiatives which were implemented as part of AHA's project based rental assistance program and other programs utilizing tenant-based vouchers, AHA concluded that typical housing assistance policies and procedures are not always the best fit for supportive service plans and the varying housing needs of the client populations. In order to fill this gap AHA developed the Supportive Housing Policies.
3. The Supportive Housing Policies set forth certain policies that authorize the establishment of operating procedures in support of local initiatives developed solely for the purpose of addressing the local needs of at-risk populations, including supportive housing pilots and initiatives implemented by Atlanta Housing Authority under its HAVEN program.
4. The Supportive Housing Policies apply to rental assistance programs and pilots characterized as being either: (i) Placed-based programs in which project based rental assistance commitments have been made by AHA or funded with public housing operating subsidies; or (ii) Tenant-based programs for which AHA may use Housing Choice tenant-based vouchers, special purpose vouchers and/or grants.
5. The Supportive Housing Policies are not applicable to rental units designated as *special needs* units pursuant to the State of Georgia's Qualified Allocation Plan under the Low Income Housing Tax Credit program that comprise less than ten percent of the total units in a MIXED Community or HomeFlex Community.

ARTICLE THREE. SUPPORTIVE HOUSING OPERATING PROCEDURES

1. AHA's Supportive Housing Policies utilize similar operating procedures as those used in AHA's HomeFlex and Housing Choice Tenant-Based programs; however, occupancy arrangements, rent determinations, rules regarding continuing assistance and other considerations relating to the special needs of the populations being served will be tailored to various program needs and requirements of the specific Supportive Housing program or pilot program ("Supportive Housing Operating Procedures").
2. The HomeFlex program, as set forth in Chapter 2 of this Statement of Corporate Policies, is an initiative designed and implemented by AHA using its flexibility authorized under its MTW Agreement.
3. The Housing Choice Tenant-Based Program, as set forth in Chapter 3 of this Statement of Corporate Policies, is a Rental Assistance Program designed and implemented by Atlanta Housing Authority using its flexibility authorized under its MTW Agreement.
4. In the event that there is a conflict between general operating procedures and the Supportive Housing Operating Procedures established under the Supportive Housing Policies, then the Supportive Housing Operating Procedures shall govern.

ARTICLE FOUR. DEFINITIONS

1. Supportive Housing Unit: A HomeFlex Unit and Housing Choice Tenant-Based Unit, as set forth in Chapters 2 and 3, respectively, of this Statement of Corporate Policies, that provide affordable housing to Supportive Housing Participants pursuant to these Supportive Housing Policies, are supportive housing units ("Supportive Housing Unit").
2. Supportive Housing Participant: An eligible family or person who meets the qualifications for admission to and occupancy of an available Supportive Housing Unit or the issuance of a Housing Choice tenant-based voucher in accordance with the Supportive Housing Policies shall be deemed a participant ("Supportive Housing Participant").
3. Service Provider: A service provider is a qualified organization that has been approved to provide specialized supportive services to Supportive Housing Participants pursuant to Part IV, Article One of the Supportive Housing Policies ("Service Provider").
4. Service Coordinator: The service coordinator is an organization responsible for developing local strategies for assisting special needs populations, working with public/private resources to identify and/or providing funds for service delivery activities, approving and coordinating Service Providers engaged in specialized supportive services and determining their status as approved Service Providers based on performance, and promoting community engagement and other related activities ("Service Coordinator").
5. Service Coordinator Agreement: AHA may enter into an agreement with one or more Service Coordinators in connection with AHA's support of

one or more Supportive Housing programs and initiatives (“Service Coordinator Agreement”) as described herein under Part IV, Article Three. In certain other Supportive Housing programs and initiatives that may be proposed to AHA, AHA, in its discretion, may not require a Service Coordinator Agreement and determine that the most effective approach in such cases would be to work directly with service providers, property owners and/or funders.

ARTICLE FIVE. RENT DETERMINATIONS

AHA will follow the rent determination procedures established for the HomeFlex Program and Housing Choice Tenant-Based Program, as applicable in setting the rents for Supportive Housing Units. When setting rents for single-room occupancy and congregate housing arrangements, AHA will take into consideration the weighted value of shared facilities and amenities.

**PART II – HOMEFLEX PROPOSAL SELECTION AND SITE-BASED ADMINISTRATION**

In addressing the housing issues of special needs populations, AHA uses HomeFlex as a development tool and financial incentive for private developers and owners to expand the availability of new or existing high quality Supportive Housing Units.

ARTICLE ONE. PROPOSAL SELECTION

AHA will periodically solicit developers/owners (“Owner”) for new construction, rehabilitation and existing properties who are interested in providing Supportive Housing Units.

1. AHA may comply with its established procurement protocols for Request for Proposals (RFP) to solicit HomeFlex proposals for Supportive Housing Units from interested Owners (“Owner Proposal”). Alternatively, AHA may, in its discretion, modify its selection procedures in order to increase supportive housing for vulnerable households by awarding HomeFlex via a local competitive process in collaboration with the City of Atlanta and one or more non-profit organizations. This local process includes issuing a Notice of Funding Availability (“NOFA”) or Request for Proposal (“RFP”) and accepting proposals for construction, substantial rehab, and existing supportive housing units for homeless individuals and families.
2. The details and scope of requirements for the preparation of Owner Proposals will be outlined in the RFP or NOFA for Supportive Housing Units.
3. Owner Proposals for Supportive Housing Units will be selected in accordance with the evaluation criteria set forth in the RFP or NOFA.
4. Upon approval of a selected Owner Proposal by the AHA Board of Commissioners, AHA will issue a HomeFlex commitment to the Owner that will expire on a date certain as set forth in the commitment (“HomeFlex Commitment”). The HomeFlex Commitment shall acknowledge that AHA will provide Supportive Housing Units contingent upon the Owner fulfilling the terms and conditions set forth in the HomeFlex Commitment with respect to the Owner's Proposal. The Owner’s failure to meet the terms and conditions before the expiration date of the HomeFlex Commitment will result in the automatic termination of the HomeFlex Commitment unless AHA, in its discretion extends the term of the HomeFlex Commitment.

5. Upon fulfilling the Owner fulfilling the terms and conditions of the HomeFlex Commitment, as determined by AHA, AHA and the Owner will enter into a HomeFlex Agreement for Supportive Housing Units (“Supportive Housing HomeFlex Agreement”).

## ARTICLE TWO.

### SUPPORTIVE HOUSING HOMEFLEX AGREEMENT

Because AHA does not own or control the Owner’s Supportive Housing Units, the Owner shall be responsible for leasing, operating and maintaining the Supportive Housing Units in accordance with the Supportive Housing HomeFlex Agreement and Supportive Housing Policies.

1. The Owner shall execute AHA’s form of Supportive Housing HomeFlex Agreement.
2. The term of the Supportive Housing HomeFlex Agreement shall be two years, unless AHA, in its discretion, approved a longer term in its HomeFlex Commitment to the Owner.
3. The Owner and Service Provider shall enter into a service provider agreement in a form approved by AHA (“Service Provider Agreement”). An executed copy of the Service Provider Agreement shall be an exhibit to the Supportive Housing HomeFlex Agreement.
4. The provisions controlling the business relationship between AHA and the Owner shall be outlined in the Supportive Housing HomeFlex Agreement including, but not limited to, the Owner’s obligations related to selecting and entering into an agreement with a qualified Service Provider, site-based administration and other management obligations with respect to the operation of the Supportive Housing Units, the subsidy arrangement between the Owner and AHA and the submission of reports, as required by AHA, including evaluations and resolution of issues with respect to the performance of the Service Provider in discharging its duties pursuant to the Service Provider Agreement.

## ARTICLE THREE.

### OWNER’S OPERATING PROCEDURES

The Owner is responsible for developing and implementing written operating procedures for communities with Supportive Housing Units (“Owner’s Operating Procedures”).

1. The Owner’s Operating Procedures must be consistent with the Supportive Housing Policies and to the requirements of other funding sources and Service Provider Agreements. To the extent that Atlanta Housing Authority, the Service Coordinator, funding sources and Service Providers have special requirements regarding the occupancy and conduct of Supportive Housing Participants with respect to their Service Plans, such requirements must be included in the Owner’s Operating Procedures.
2. The Owner’s Operating Procedures must describe how Supportive Housing Participants are selected and admitted into Supportive Housing Units in coordination with the Service Provider and as may be further provided for in the Service Provider Agreement. The selection of qualified Supportive Housing Participants shall be made by the Service Provider in consultation with the Owner and in accordance with the provisions of the Service Provider Agreement, which shall include a provision that the selection of

qualified Supportive Housing Participants, when available, shall be made based on Coordinated Entry through and in coordination with the local Continuum of Care organization.

3. When a Supportive Housing Unit is not available for occupancy, qualified Supportive Housing Applicants who would otherwise be eligible for admission shall be placed on the Supportive Housing HomeFlex site-based waiting list that the Owner maintains and administers in an equitable and consistent manner.
4. The Owner and Service Provider must maintain records regarding the selection and admission and participation in services of Supportive Housing Participants. In meeting this requirement, the Service Provider is responsible for entering information on Supportive Housing Participants in the Homeless Management Information System managed by the Georgia Department of Community Affairs. The Owner and Service Provider must make the records they maintain on Supportive Housing Participants available periodically to AHA and upon request by AHA.
5. The Owner's Operating Procedures are subject to review by AHA in order to ensure consistency with the intent of the Supportive Housing Policies.

#### ARTICLE FOUR.

#### TRAINING

Owners, Service Providers and property management staff who are responsible for the operation of the Supportive Housing Units and the delivery of supportive services to Supportive Housing Participants are required to attend AHA-organized and/or AHA-sponsored training sessions regarding Supportive Housing Policies, Supportive Housing Operating Procedures, site-based administration, Owner/Service Provider coordination and other related matters.

### **PART III - ADMISSION AND RESIDENCY REQUIREMENTS**

Supportive Housing Participants must comply with all Supportive Housing Policies related to their admission to and residency of Supportive Housing Units and residential units supported by a Housing Choice tenant-based voucher.

#### ARTICLE ONE.

#### SUPPORTIVE HOUSING ELIGIBILITY REQUIREMENTS

1. The Service Provider shall determine the initial and ongoing eligibility of a family or person as a qualified Supportive Housing Participant for referral to the Owner's site-based waiting list and placement in a Supportive Housing Unit pursuant to the Supportive Housing Policies and the Service Provider Agreement between the Owner and Service Provider.
2. Each Supportive Housing Participant must have a written Service Plan prepared by the Service Provider that documents the Supportive Housing Participant's agreement to participate in the program and comply with the terms and conditions of the Service Plan. For place-based programs in which services are available on-site, Owner must demonstrate and periodically report to AHA participation levels in services by Supportive Housing Participants.
3. In lieu of AHA's Work Requirement, Supportive Housing Participants must remain in compliance with their Service Plans. Service Providers will maintain a written record of each Supportive Housing Participant's progress in fulfilling Service Plan goals.



4. Supportive Housing Participants must qualify as very-low income members of one or more special needs populations such as the homeless, persons with disabilities, persons with mental health or developmental disabilities, homeless U.S. military veterans, at-risk families and youth and other targeted groups who are enrolled in a supportive services program with a Service Provider and who require a stable housing arrangement to ensure the effectiveness of their respective Service Plans.
5. AHA shall establish reasonable program integrity and audit procedures to ensure that the selection, admission and occupancy oversight of Supportive Housing Participants in Supportive Housing Units are being performed in accordance with the Supportive Housing Policies.

ARTICLE TWO.

OCCUPANCY ARRANGEMENTS

Due to the varying housing and service delivery needs of special needs populations, the building format and configuration of Supportive Housing Units may also vary.

1. Supportive Housing Participants may occupy Supportive Housing Units in shared housing, single-room occupancy and congregate housing arrangements with shared facilities and amenities subject to approval by AHA.
2. Under the supervision of the Service Provider and in accordance with individual Service Plans, two or more unrelated Supportive Housing Participants may share a single unit provided the number of persons occupying the Supportive Housing Unit is in compliance with AHA's occupancy standards.
3. When the Owner is a faith-based organization, the Lease and/or the approved Service Plan shall not require the Supportive Housing Participant's involvement in religious activities as a condition for occupancy of the Supportive Housing Unit or participation in the Supportive Housing Program.

ARTICLE THREE.

DENIAL OF ADMISSION AND TERMINATION OF ASSISTANCE

1. Owners of Supportive Housing Units and residential units supported by a Housing Choice tenant-based voucher may deny admission or terminate assistance to a Supportive Housing Participant if it is determined that a Supportive Housing Participant has been or is engaged in a violent criminal activity that could reasonably be expected to be an immediate threat to the health, safety or welfare of others.
2. Pursuant to HUD requirements, Owners of Supportive Housing Units and residential units supported by a Housing Choice tenant-based voucher shall deny admission or terminate HomeFlex assistance to a Supportive Housing Participant if it is determined that such Supportive Housing Participant:
  - 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. Consistent with the intent of Supportive Housing, the Owner and Service Provider may determine to mitigate factors in a Supportive Housing Participant's history through the provisions set forth in such participant's Service Plan.
  4. Notwithstanding the above, Owner retains all rights to terminate assistance for any Supportive Housing Participant who is in noncompliance with the terms and conditions of the lease agreement between Owner and Supportive Housing Participant.

ARTICLE FOUR.

TERM OF RENTAL ASSISTANCE

1. Supportive Housing Participants are eligible for rental assistance for as long as they are a resident of an approved Supportive Housing Unit and continue to comply with the terms and conditions of the Owner's lease agreement and the provisions of the service plan (as applicable) developed by the participant's designated Service Provider.
2. Atlanta Housing Authority, Owners and Service Providers may share information with one another on the denial of admission of Applicants and the termination of Residents in order to coordinate services and ensure the integrity of the Supportive Housing Program.
3. In the event that a Supportive Housing Participant voluntarily moves from the Supportive Housing Unit or the residential unit supported by a Housing Choice tenant-based voucher; or is evicted by the Owner for cause, the rental assistance for such Supportive Housing Participant shall terminate and shall not be transferable.
4. In the event that a Supportive Housing Participant voluntarily withdraws from the care of the Service Provider or fails to comply with the terms and conditions of the Service Plan which results in the participant's removal from the Service Provider's care, the rental assistance for such Supportive Housing Participant shall terminate and shall not be transferable.
  - A. A determination relating to a former Supportive Housing Participant's continued occupancy as an unassisted resident shall be made in accordance with the terms of the Lease and the Service Plan.
  - B. When the rental assistance is terminated for a Supportive Housing Participant in a shared, single-room occupancy or congregate housing Supportive Housing arrangement, the former Supportive Housing Participant must move from the unit in accordance with the terms and conditions of the Lease and Service Plan for such Supportive Housing arrangements.
5. Upon termination or nonrenewal of a Supportive Housing HomeFlex Agreement, the rental assistance for all Supportive Housing Participants covered by the agreement shall terminate and shall not be transferable.

## **PART IV - SERVICE PROVIDER ARRANGEMENTS**

### **ARTICLE ONE. SERVICE PROVIDER AGREEMENT**

The Owner and the Service Provider must enter into a Service Provider Agreement that remains active and is fully funded throughout the term of the Supportive Housing HomeFlex Agreement.

### **ARTICLE TWO. APPROVAL OF THE SERVICE PROVIDER**

In order to provide supportive services to Supportive Housing Participants in Supportive Housing Units, a Service Provider must be approved by either the Service Coordinator, AHA when there is no Service Coordinator or a state or local agency authorized to make such approvals. If the Service Provider is approved by an authorized state or local agency, the Service Provider shall be required to provide evidence of such approval to the Service Coordinator or AHA when there is no Service Coordinator. When there is a Service Coordinator, the Service Coordinator will ensure that the Service Provider is qualified to provide specialized supportive services geared to the needs of Supportive Housing Participants. The Service Coordinator shall provide a list of approved Service Providers to AHA on a periodic basis or upon AHA's request.

### **ARTICLE FOUR. SERVICE DELIVERY COORDINATION**

The Owner and Service Provider shall coordinate the delivery of services to Supportive Housing Participants in Supportive Housing Units. When there is a change in the status of a Supportive Housing Participant, the Owner shall notify AHA and the Service Provider shall notify the Service Coordinator and AHA.

### **ARTICLE THREE. SERVICE COORDINATOR AGREEMENT**

1. AHA may enter into a Service Coordinator Agreement with one or more Service Coordinators in connection with AHA's support of one or more Supportive Housing programs and initiatives.
2. The Service Coordinator Agreement shall set forth the obligations of the Service Coordinator to approve, monitor and evaluate the performance of Service Providers and AHA's role as a subsidy provider for Supportive Housing.
3. Pursuant to the Service Coordinator Agreement, the Service Coordinator shall:
  - A. Ensure that Service Providers are qualified to provide specialized supportive services geared to the needs of Supportive Housing Participants.
  - B. Provide a list of such approved Service Providers to AHA on a periodic basis or upon AHA's request.
  - C. Provide periodic progress reports to AHA regarding the performance of Service Providers in serving the needs of Supportive Housing Participants.
4. AHA and the Service Coordinator will mutually agree on the terms and conditions to be set forth in the Service Coordinator Agreement including provisions for the termination of said agreement.

**[END OF CHAPTER 4]**