



Admission and Continued Occupancy Policy (ACOP) Acknowledgement

The Admission and Continued Occupancy Policy (ACOP) is a collection of policies that East Georgia Housing Authority Partners has in place for all properties and programs under their jurisdiction. The ACOP is available to view by hard copy during business hours in the magazine racks in all offices of all East Georgia Housing Authority Partners. It is also available to view at any time on our website at the following link: <https://tinyurl.com/yagpej6m>. By signing this form, the applicant/resident acknowledges that they have been made aware of the ACOP and where it can be located for viewing.

Resident/Applicant

Date

EGHAP Personnel

Date



IN WITNESS WHEREOF, the parties have executed this lease addendum this _____ I HAVE
(Date)

RECEIVED A COPY OF THIS BED BUG POLICY LEASE ADDENDUM.

BY SIGNING BELOW, I DECLARE THAT I HAVE WATCHED THE BED BUG VIDEO VIA THE
FOLLOWING LINK:

<http://tinyurl.com/hrqcr8m>

AND I UNDERSTAND WHAT NEEDS TO BE DONE TO PREVENT AND TREAT BED BUGS
SHOULD AN INFESTATION TAKE PLACE IN MY UNIT.

MY SIGNATURE BELOWS CONSTITUTES THAT I UNDERSTAND THIS BED BUG POLICY
AND WHAT I NEED TO DO TO PREVENT AND AID IN THE TREATMENT OF BED BUGS.

ALL HOUSEHOLD MEMBERS 18 YEARS OF AGE AND OLDER SHALL EXECUTE THIS LEASE
ADDENDUM:

RESIDENT:

Head of Household (SEAL)

Adult Household Member (SEAL)

Adult Household Member (SEAL)

Adult Household Member (SEAL)

MANAGEMENT
East Georgia Housing Authority Partners

By _____ (SEAL)
Authority Representative

Crawfordville Property
301 Thompson Street
Crawfordville, Georgia 30631

Harlem Property
140 E. Milledgeville Road
Harlem, Georgia 30814

Thomson Property
219 Pecan Avenue
Thomson, Georgia 30824

Warrenton Property
PO Box 2
Warrenton, Georgia 30828



Beneficiary Assignment Form

In the event of my death as a current tenant of East Georgia Housing Authority, I name the individual(s) below to be the beneficiary and recipient of my security or pet deposit at said Housing Authority. I further authorize the Housing Authority to deliver checks for these deposits to the individual(s) named, and to allow such individual(s) to receive any personal items or documents left by me at said Housing Authority after my death.

Beneficiary Name: _____

Address: _____

Phone Number: _____

Sworn to and subscribed before me this
_____ day of _____, 20____.

Notary Public

(SEAL)

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301 Thompson Street
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Eligible Community Service Activities

- Sort through the donations given to the Housing Authority
- Delivering the newsletter
- Helping with any special event
- Working at a local public or non-profit institution, including but not limited to: school, Head Start, other before or after school program, child care center, hospital, clinic, hospice, nursing home, recreation center, senior center, adult day care program, homeless shelter, feeding program, food bank (distributing either donated or commodity foods), or clothes closet (distributing donated clothing), etc.
- Work with a non-profit organization that serves PHA residents or other children, including but not limited to: Boy Scouts, Girl Scouts, Boys or Girls Clubs, 4-H Club, PAL, other children's recreation, mentoring, or education programs, Beautification programs, etc.
- Work with any program funded under the Older Americans Act, including but not limited to: Green Thumb, Service Corps of Retired Executives, Senior meals programs, Senior Center, Meals on Wheels, etc.;
- Work with any public or non-profit youth or senior organizations;
- Work as an officer of a development or citywide resident organization;
- Work as a member of a Resident Advisory Committee;
- Work at the authority to help with any children's or senior programs
- Working through a resident organization to help other residents with problems, serving as an officer in a Resident Organization, serving on the Resident Advisory Board
- Caring for the children of other residents so they may volunteer
- Job readiness programs;
- Skills training programs
- Higher education (Junior college or college)
- GED classes;
- Apprenticeships (formal or informal);
- Substance abuse or mental health counseling;
- English proficiency or literacy (reading) classes; or English as a second language classes;
- Budgeting and credit counseling
- Carrying out an activity required by the Department of Public Assistance as part of welfare reform

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COMMUNITY SERVICE AND SELF SUFFICIENCY POLICY

A. BACKGROUND

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes or other activities that help an individual toward self-sufficiency and economic independence. This is a requirement of the Public Housing Lease.

B. DEFINITIONS

Community Service – Volunteer work which includes, but is not limited to:

1. Work at a local institution including but not limited to: school, child care center, hospital, hospice, recreation center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, etc.
2. Work with a non-profit organization that serves PHA residents or their children such as: Boy Scouts, Girl Scouts, Boys or Girls Clubs, 4-H Program, PAL, Garden Center, Community Clean-Up Program, beautification programs, other youth or senior organizations;
3. Work at the Authority to help improve physical conditions
4. Work at the Authority to help with children programs
5. Work at the Authority to help with senior programs
6. Helping neighborhood groups with special projects
7. Working through resident organization to help other residents with problems, serving as an officer in a Resident organization, serving on the Resident Advisory Board
8. Caring for the children of other residents so they may volunteer

NOTE: Political activity is excluded.

Self Sufficiency Activities – activities that include, but are not limited to:

1. Job readiness program
2. Job training program
3. GED classes
4. Substance abuse or mental health counseling
5. English proficiency or literacy (reading) classes
6. Apprenticeships
7. Budgeting and credit counseling
8. Any kind of class that helps a person toward economic independence

9. Full time student status at any school, college or vocational school

Exempt Adult – an adult member of the family who:

1. Is 62 years of age or older
2. Has a disability that prevents him/her from being gainfully employed
3. Is the caretaker of a disabled person
4. Is working at least 20 hours per week or
5. Is participating in a welfare to work program

C. Requirements of the Program

1. The eight (8) hours per month may be either volunteer work or self-sufficiency program activity, or a combination of the two.
2. At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. The Authority will make the determination of whether to allow or disallow a deviation from the schedule.
3. Activities must be performed within the community and not outside the jurisdictional area of the Authority.
4. Family Obligations:
 - a. At lease execution or re-examination after February 1, 2000, all adult members (18 or older) of a public housing resident family must:
 - A. provide documentation that they are exempt from Community Service requirement if they qualify for an exemption, and
 - B. sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in nonrenewal of their lease
 - b. At each annual re-examination, non-exempt family members must present a completed documentation form (to be provided by the Authority) of activities performed over the previous twelve (12) months. This form will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed.
 - c. If a family member is found to be noncompliant at re-examination, he/she and the Head of the Household will sign an agreement with the Authority to make up the deficient hours over the next twelve (12) months.
5. Change in exempt status:
 - a. If, during the twelve (12) month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to the Authority and provide documentation of such.
 - b. If, during the twelve (12) month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to the Authority. The Authority will provide the person with the Recording/Certification documentation form and a list of agencies in the community that provide volunteer and/or training opportunities.

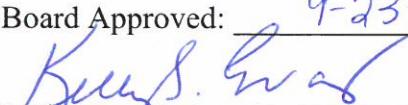
D. Authority Obligations

1. To the greatest extent possible and practicable, the Authority will:
 - a. Provide names and contacts at agencies that can provide opportunities for residents,

including disabled, to fulfill their Community Service obligations. (According to the Quality Housing and Work Responsibility Act, a disabled person who is otherwise able to be gainfully employed is not necessarily exempt from the Community Service requirement); and

- b. provide in-house opportunities for volunteer work or self-sufficiency programs
2. The Authority will provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this policy at initial application and at lease execution.
3. The Authority will make the final determination as to whether or not a family member is exempt from the Community Service requirement. Residents may use the Authority's Grievance Procedure if they disagree with the Authority's determination.
4. Noncompliance of family member:
 - a. At least thirty (30) days prior to annual re-examination and/or lease expiration, the Authority will begin reviewing the exempt or non-exempt status and compliance of family members.
 - b. If the Authority finds a family member to be noncompliant, the Authority will enter into an agreement with the noncompliant member and the Head of Household to make up the deficient hours over the next twelve (12) month period.
 - c. If, at the next annual re-examination, the family member still is not compliant, the lease will not be renewed and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit
 - d. The family may use the Authority's Grievance Procedure to protest the lease termination.

Resident	Date
Resident over 18 years of age	Date
Resident over 18 years of age	Date
EGHAP Personnel	Date

Board Approved: 9-23-19

Kelly S. Evans, Executive Director


Lee Ann Meyer



Community Service and Self-Sufficiency Requirement Certification For Non-Exempt Individuals

ENTRANCE ACKNOWLEDGEMENT

I have received and read the Community Service and Self-Sufficiency Requirement. I understand that as a resident of public housing, I am required by law to contribute eight (8) hours per month of community service or participate in an economic self-sufficiency program. I further understand that if I am not exempt, failure to comply with CSSR is grounds for lease nonrenewal. My signature below certifies that I have received notice of this requirement at the time of the initial program participation.

Resident

Date

Other Household Member Over Age 18

Date

Other Household Member Over Age 18

Date

EGHAP Personnel

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Warrenton, Georgia 30828



Community Service Exemption Certification

I certify that I am eligible for an exemption from the Community Service requirement for the following reason(s):

- I am 62 or older
- I have a disability which prevents me from working
(Certification of Disability Form will serve as documentation)
- I am working
(Employment Verification form will serve as documentation)
- I am participating in a Welfare to Work Program
(Must provide verification letter from agency)
- I am a member of a household where at least one person is receiving state benefits such as TANF or Supplemental Nutrition Assistance Program (SNAP, also known as "food stamps")
(Must provide verification from the funding agency that you are complying with job training or work requirements)
- I am a full time student
(Must provide verification letter from school attending)

Resident

EGHAP Personnel

Date

Date



East Georgia Housing Authority Community Service Report

Resident Name _____

Address _____

Agency _____

Date	Time	Activities	Total Time

The agency representative may fax or mail this form to the respective Housing Authority Office. By signing below, you are certifying that the information listed above is true and accurate.

Harlem Housing Authority
PO Box 837
Harlem, GA 30814
Fax: (706) 556-6418

Thomson Housing Authority
219 Pecan Ave.
Thomson, GA 30824
Fax: (706) 595-2953

Crawfordville & Warrenton Properties
PO Box 2
Warrenton, GA 30828
Fax: (706) 465-2121

Resident

EGHAP Personnel

Date

Date

Crawfordville Property
301 Thompson Street
Crawfordville, Georgia 30631

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140 E. Milledgeville Road
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NOTICE TO ALL RESIDENTS

Please direct all work orders during regular business to the appropriate Housing Office.

Housing Office	Hours of Operation	Phone Number
Thomson Housing Authority	8:00 – 12:00, 1:00 – 5:00	706-595-4878
Warrenton and Crawfordville Housing Authorities	8:00 – 12:00, 1:00 – 5:00	706-465-3479
Harlem Housing Authority	8:00 – 12:00	706-556-3025

If you have an emergency work order after office hours, please call 706-595-4878 ext. 107 and you will be directed to the maintenance staff member on call. Maintenance will only be dispatched for emergency work orders after scheduled business hours. If you call for a non-emergency work order and maintenance comes out to your unit, you will be charged for a service call.

The following are examples of valid emergency work orders:

- Leaking Water Heater
- Gas Leak
- Commode Overflowing
- Electrical Shortage
- No Heat and Temperature is Forecast to Drop Below 45 Degrees
- Any Other Circumstance That Would Threaten Your Health or Safety

Resident

EGHAP Personnel

Date

Date

Crawfordville Property 301 Thompson Street Crawfordville, Georgia 30631	Harlem Property 140 E. Milledgeville Road Harlem, Georgia 30814	Thomson Property 219 Pecan Avenue Thomson, Georgia 30824	Warrenton Property PO Box 2 Warrenton, Georgia 30828
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East Georgia Housing Authority Partners

Fee Schedule



Furniture/Household Items Disposal Fees:

Item	Disposal Fee	Item	Disposal Fee
Box Spring	\$5.00	Refrigerator	N/C
Cardboard	N/C	Sofa	\$10.00
Carpet (1 room)	\$15.00	Speaker Box	\$5.00
Chair	\$5.00	Swing Set	N/C
Dryer	N/C	Television (small)	\$5.00
Lawn Furniture	\$5.00	Television (cabinet)	\$10.00
Lawnmower	N/C	Tires	\$3.00
Mattress	\$5.00	Tires and Rims	\$5.00
Metal, Misc.	N/C	Toys	\$5.00/Lot
Microwave	\$5.00	Washer	N/C
Other Small Misc. Items	\$5.00	Water Heater	N/C

Miscellaneous Fees

Administrative		Illegal Parking	
Returned Checks	\$29.00	Lawn (Grass)	\$50.00
Car Washing		Blocking Mailboxes	\$25.00
Washing Vehicle(s) w/Authority Water	\$25.00	Streets & Driveways	\$25.00
Prohibited			
Smoking Fine	\$250.00 (Per Violation)		
Swimming Pools	\$25.00		
Trampolines	\$25.00		

Yard Service	
Yard Cleaning (Tenant Failure to Maintain)	\$50.00
Bed Bug Treatment Service Call	
Tenant Failure to Ready Unit for Treatment	\$50.00

***You will automatically be fined \$50.00 for damaged, disconnected or removed Smoke Alarms. ***

Work performed on East Georgia Housing Authority properties can only be done by the Maintenance Department.

Unusual Damages: It is the policy of East Georgia Housing Authority Partners not to charge tenants for normal wear and tear. However, East Georgia Housing Authority Partners reserves the right in every case to determine whether repairs are necessary due to normal wear/tear or to damages of neglect. Charges for repairs of unusual nature will be based on the cost of actual materials and labor to repair such damages.

Damages to Furnace, Range, or Refrigerator, that is not a result of normal wear/tear and is the fault of the tenant, will be charged to the tenant for repairs or replacement.

Kitchen Equipment

Item	Fee
Burner Valves	\$45.00
Cabinet Doors	\$20.00
Cabinet Drawers	\$30.00
Crumb Cup (128-1, 2, 4)	\$5.00
Oven racks	\$20.00
Range Gates	\$12.00
Sink Stoppers (128-1, 2, 4)	\$1.00
Thermostat Knobs	\$40.00
Top Burner Knobs	\$12.00
Trim Cap for Range	\$10.00

Bathroom Equipment

Item	Fee
Ceramic Soap Dish	\$15.00
Towel Bar Spring Loaded	\$8.00
Ceramic Bar Brackets	\$10.00
Chrome Bar Brackets	\$20.00
Chrome Towel Bar	\$8.00
Chrome Soap Dish	\$10.00
Chrome Toothbrush/Tumbler	\$8.00
Tissue Rollers	\$2.00
Commode Tank Lid	\$20.00
Commode Seat	\$15.00
Commode Tank Top	\$45.00
Commode Bowl	\$55.00
Shower Curtain Rod	\$15.00

Refrigerators

Item	Fee
Vegetable Pan	\$40.00
Vegetable Pan Cover	\$30.00
Front Door Shelf	\$18.00
Door Gasket F/F	\$30.00
Light Covers	
Bath (128-1, 2, 4)	\$15.00
Hallway, Kitchen, Living Room	\$15.00
Bedroom	\$10.00
Exterior Light Cover	\$10.00

Bedrooms/Halls/Living Room

Item	Fee
Privacy Locks	\$30.00
Passage Locks	\$15.00
Lock Bolts	\$7.00
All Interior Doors	\$200.00
Light Covers	
Closet Rod per in. ft.	\$1.00
Wall Thermostat	\$50.00
Smoke Detector (Replace)	\$25.00
Door Stops	\$2.00
Door Stop Tips	\$.50
Switch & Receptacle	\$1.00

Exterior		Cleaning Units	
Deadbolt Latches	\$18.00	1 Bedroom Unit	\$150.00
Entry Deadbolt	\$60.00	2 Bedroom Unit	\$180.00
Passage Lock	\$100.00	3 Bedroom Unit	\$200.00
Replacement Key	\$5.00 (Pick-Up)	4 Bedroom Unit	\$230.00
Replacement Key	\$8.00 (Delivered)	5 Bedroom Unit	\$270.00
Door Screen (New)	\$250.00		
Door Screen Top Insert	\$50.00	Painting	
Window Screen-Wire Only	\$30.00	Less than 1yr per/room	\$60.00
Screen Door Repair	\$30.00 (Wire Only)	1-2yrs per/room	\$50.00
Screen Door Latch	\$15.00	2-3yrs per/room	\$40.00
Weather Proof Receptacle Cover	\$5.00		

Exterior Cont'd

Item	Fee
Screen Door Closers	\$15.00
Busted Door Jams	\$ Material & Cost replaced at cost.
Exterior Door Repair or Replacement	\$ Material & Cost replaced at cost.
Window Glass	\$ Material & Cost replaced at cost.

Plumbing

If caused by tenant:	\$50.00 minimum
Plumbing work over one hour	\$50.00 per/hr

Holes in Sheetrock

Repaired at cost plus materials.

Unlock Doors

Weekday 8:00am-5:00pm	N/C
Weekend 8:00am-5:00pm	\$50.00
This fee includes unlocking of mailboxes	

Resident Signature: _____ Date: _____

EGHAP Personnel: _____ Date: _____



**Warrenton Housing Authority
2023 Flat Rent Schedule**

Family Units	1 BR.	2 BR.	3 BR.	4 BR. DET.
Community 127 – 001, 002, 003	\$395	\$526	\$691	\$911
Community 127-004	\$250	\$359	\$503	

Resident

EGHAP Personnel

Date

Date

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Flat Rent Form

I have been given a copy of the flat rent schedule for the area upon which I reside and the flat rent option has been fully explained to me as well as the 30% income based rent option.

I indicate, by checking below, which option I choose to have my rent calculated on, either flat rent or income based rent. I understand that if I elect to choose the flat rent option that I can only choose this once annually and that if I incur a financial hardship that I can elect to come off of the flat rent before my next annual re-examination, but I cannot go back on the flat rent option until my next annual re-examination.

FLAT RENT

INCOME BASED RENT

Tenant/Applicant

EGHAP Personnel

Date

Date



GA POWER CONSENT AND AUTHORIZATION FOR RELEASE OF INFORMATION

I hereby authorize a representative of Georgia Power to release to East Georgia Housing Authority Partners any/all information on the status of my current electric service for the account associated with the following address. I hereby release any person from any liability regarding the furnishing or release of such information.

Applicant/Resident: _____ Service Address: _____

City: _____ State: _____ Zip Code: _____

Social Security: _____ Date: _____

Please choose one of the following Housing Authorities to receive this information (sign above the Housing Authority to which you are applying):

Harlem Housing Authority Fax Number (706)556-6418	Thomson Housing Authority Fax Number (706)595-2953	Warrenton & Crawfordville Housing Authorities Fax Number (706)465-2121

-----TO BE COMPLETED BY GA POWER EMPLOYEE-----

Please check which of the following is applicable:
(To be filled out and signed by Georgia Power Employee)

Service active in tenant's name /other name (please circle)

Disconnected yes / no (please circle)

If Georgia Power is disconnected, when was the disconnection date? _____

Signed _____ Date _____
(Georgia Power Representative)

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EAST GEORGIA HOUSING AUTHORITY PARTNERS GRIEVANCE PROCEDURE

1.0 RIGHT TO A HEARING

Upon the filing of a written request as provided in these procedures, a resident shall be entitled to a hearing before a Hearing Officer.

2.0 DEFINITIONS

For the purpose of this Grievance Procedure, the following definitions are applicable:

- A. **“Grievance”** shall mean any dispute which a resident may have with respect to East Georgia Authority Partner’s action or failure to act in accordance with the individual resident’s lease or Authority regulations which adversely affect the individual resident’s rights, duties, welfare, or status. Grievance does not include any dispute a resident may have with the Authority concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority’s public housing premises by other residents or employees of the Authority; or any violent or drug-related criminal activity on or near such premises. Nor shall this process apply to disputes between residents not involving East Georgia Housing Authority Partners or to class grievances.
- B. **“Complainant”** shall mean any resident whose grievance is presented to East Georgia Housing Authority Partners or at the development management office in accordance with sections 3.0 and 4.0 of this procedure.
- C. **“Elements of Due Process”** shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
 - 1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
 - 2. Right of the resident to be represented by counsel;

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PO Box 2

3. Opportunity for the resident to refute the evidence presented by the Authority including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and
4. A decision on the merits.

D. **“Hearing Officer”** shall mean a person selected in accordance with section 4.0 of these procedures to hear grievances and render a decision with respect thereto.

E. **“Resident”** shall mean the adult person (or persons) other than a live-in aide:

1. Who resides in the unit and who executed the lease with East Georgia Housing Authority Partners as lessee of the premises, or, if no such person now resides in the premises,
2. Who resides in the unit and who is the remaining head of household of the resident family residing in the unit,

F. **“Resident Organization”** includes a resident management corporation.

G. **“Promptly”** (as used in section 3.0 and 4.0 (D)), shall mean within the time period indicated in a notice from East Georgia Housing Authority Partners of a proposed action which would provide the basis for a grievance if the resident has received a notice of a proposed action from the agency.

3.0 PROCEDURES PRIOR TO A HEARING

Any grievance shall be promptly and personally presented, either orally or in writing, to East Georgia Housing Authority Partners office or to the office of the development in which the resident resides so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within fourteen (14) calendar days and one copy shall be given to the resident and one retained in the Authority’s resident file. The summary shall specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor and shall specify the procedures by which a hearing under these procedures may be obtained if the resident is not satisfied.

4.0 PROCEDURES TO OBTAIN A HEARING

4.1 REQUEST FOR HEARING

The resident shall submit a written request for a hearing to the Authority or the development office within fourteen (14) calendar days from the date of the mailing of the summary of the discussion pursuant to section 3.0. The written request shall specify:

- A. The reasons for the grievance; and
- B. The action or relief sought.

4.2 *SELECTION OF A HEARING OFFICER*

A grievance hearing shall be conducted by an impartial person appointed by East Georgia Housing Authority Partners other than a person who made or approved the action under review or a subordinate of such person.

East Georgia Housing Authority Partners shall annually submit a list of prospective hearing officers. This list shall be provided to any existing resident organization(s) for such organization's comments or recommendations. East Georgia Housing Authority Partners shall consider any comments or recommendations by a resident organization.

From this list, a hearing officer shall be selected.

4.3 *FAILURE TO REQUEST A HEARING*

If the resident does not request a hearing in accordance with this section, then East Georgia Housing Authority Partners disposition of the grievance under section 3.0 shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest East Georgia Housing Authority Partners action in disposing of the complaint in an appropriate judicial proceeding.

4.4 *HEARING PREREQUISITE*

All grievances shall be promptly presented in person, either orally or in writing, pursuant to the informal procedure prescribed in section 3.0 as a condition precedent to a hearing under this Section. However, if the resident can show good cause why there was a failure to proceed in accordance with section 3.0 to the Hearing Officer, the provisions of this subsection may be waived by the Hearing Officer.

4.5 *ESCROW DEPOSIT*

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which East Georgia Housing Authority Partners claims is due, the resident shall pay to East Georgia Housing Authority Partners an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The resident shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by East Georgia Housing Authority Partners until the complaint is resolved by decision of the Hearing Officer.

Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending. In extenuating circumstances, East Georgia Housing Authority Partners may waive these requirements. Unless so waived, the failure to make such payments shall result in termination of the grievance procedure. However, failure to make payment shall not constitute a waiver of any right the resident may have to contest East Georgia Housing Authority Partners disposition of his grievance in any appropriate judicial proceeding.

If a grievance concerns the denial of a financial hardship exemption from the minimum rent requirement or the effect of welfare benefit reductions in the calculation of family income, the requirement for an escrow deposit is waived.

4.6 SCHEDULING OF HEARINGS

Upon the resident's compliance with this section the Hearing Officer shall promptly schedule a hearing for a time and place reasonably convenient to both the resident and East Georgia Housing Authority Partners. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the resident and the appropriate agency official.

5.0 PROCEDURES GOVERNING THE HEARING

The resident shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the grievance hearing any Authority documents, including records and regulations that are directly relevant to the hearing. The resident shall be provided a copy of any such document at the resident's expense. If East Georgia Housing Authority Partners does not make the document available for examination upon request by the resident, East Georgia Housing Authority Partners may not rely on such document at the grievance hearing.
- B. The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf;
- C. The right to a private hearing unless the resident requests a public hearing;
- D. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the Authority or development management, and to confront and cross examine all witnesses upon whose testimony or information East Georgia Housing Authority Partners or development management relies; and
- E. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without holding a hearing if the Hearing Officer determines that the issue has been previously decided at another hearing.

If either the resident or Authority fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for up to five business days or determine that the missing party has waived their right to a hearing. Both East Georgia Housing Authority Partners and the resident shall be notified of the Hearing Officer's decision. The decision shall not waive a resident's right to contest the disposition of the grievance in an appropriate judicial proceeding.

The following accommodation will be made for persons with disabilities:

- A. East Georgia Housing Authority shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
- B. If the resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

6.0 INFORMAL HEARING PROCEDURES FOR DENIAL OF

ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS

The participant family may request that East Georgia Housing Authority Partners provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

7.0 DECISION OF THE HEARING OFFICER

The Hearing Officer shall prepare a written decision, together with the reasons therefor, within fourteen (14) calendar days after the hearing. A copy of the decision shall be sent to the resident and East Georgia Housing Authority Partners. The Authority shall retain a copy of the decision in the resident's folder. A copy of such decision with all names and identifying references deleted shall also be maintained on file by East Georgia Housing Authority Partners and made available for inspection by a prospective complainant, his or her representative, or the Hearing Officer.

The decision of the Hearing Officer shall be binding on the East Georgia Housing Authority who shall take all actions, or refrain from any actions, necessary to carry out the decision unless East Georgia Housing Authority's Board of Commissioners determines within reasonable time, and promptly notifies the complainant of the determination, that:

- A. The grievance does not concern East Georgia Housing Authority action or failure to act in accordance with or involving the resident's lease or Authority regulations, which adversely affect the resident's rights, duties, welfare, or status;
- B. The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, Authority regulations or requirements of the Annual Contributions Contract between the Authority and the U.S. Department of Housing and Urban Development.

A decision by the Hearing Officer or Board of Commissioners in favor of East Georgia Housing Authority or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the resident may have to a trial *de novo* or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

Resident

Date

EGHAP Personnel

Date

Board Approved:

9-23-19

Executive Director's Signature:

Keay S. Ward

Chairman's Signature:

DeAnn Meyer

HOUSEKEEPING STANDARDS



GENERAL

- **Walls:** Should be clean, free of dirt, grease holes cobwebs and fingerprints
- **Floors:** Should be clean, clear dry and free of hazards.
- **Ceilings:** Should be clean and free of cobwebs.
- **Windows:** Should be clean and not nailed shut. Shades or blinds should be intact.
- **Woodwork:** Should be clean, free of dust, gouges or scratches,
- **Doors:** Should be free of grease and fingerprints.
- **Heating Access Doors:** Should not be blocked.
- **Trash:** Shall be disposed of properly and not left in the unit.
- **Entire Unit:** Should be free of rodent or insect infestation.

KITCHEN

- **Stove:** Should be clean and free of food and grease (this applies to the oven and under the stovetop). Cooking utensils should not be kept on top of stove after of use.
- **Refrigerator:** Should be clean, inside and outside. Freezer door should close properly and should not have more than an inch of ice (if not a self-defroster). Do not overload freezer.
- **Cabinets:** Should be clean and neat. Cabinet surfaces and countertops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots/pans should not be stored under the sink.
- **Range Hood (Over Stove):** Should be free of grease and dust. Filter should be cleaned regularly with warm soapy water.
- **Sink:** Should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely matter.
- **Food Storage Areas:** Should be neat and clean without spilled food.
- **Trash/Garbage:** Should be stored in a covered container until removed to the disposal area.

BATHROOM

- **Toilet/Tank:** Should be clean and odor free.
- **Tub/Shower:** Should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place and adequate length.
- **Entire Lavatory:** Should be clean.
- **Exhaust Fan(s):** Should be free of dust.
- **Floor:** Should be clean and dry.

STORAGE AREA(S)

- **Linen Closet:** Should be neat and clean.
- **Other Closets:** Should be neat and clean. No highly flammable materials should be stored in the apartment. Clothes should not be on the floor.
- **Other Storage Areas:** Should be clean, neat and free of hazards.

OUTSIDE OF THE APARTMENT

- **Yards:** Keep yards free of debris and trash (cigarette butts, paper, bottles, bottle caps, etc.)
- **Porches (Front & Rear):** should be clean and free of trash and hazards. Grills, Pools, etc. CANNOT be kept on the front porch.
- **Porch Furniture:** Should be standard porch or outside furniture. Household furniture CANNOT be kept on porches.
- **Steps (Front & Rear):** Should be clean and free of hazards.
- **Sidewalks:** Should be clean and free of hazards.
- **Parking Pads:** Should be clear and free of abandoned cars and trash. There should be no car repairs on the campus.
- **DO NOT:** Store Household furniture behind units (mattresses, chairs, tables, bed frames, etc.)
- **Vehicles** MUST be in running condition, fully inflated tires, current tags and window glass.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN.

Resident: _____

Date: _____

EGHAP Personnel: _____

Date: _____



Housekeeping Video Form

I indicate by signing below that I have viewed East Georgia Housing Authority's Housekeeping Informational Video on the below date. I understand that failure to abide by the Housekeeping Standards of East Georgia Housing Authority Partners could put me at risk for eviction as indicated in Section 11(a) of the dwelling lease which states:

Section 11. Sanitation, Cleanliness, Health and Safety

(a) Resident agrees to comply with all obligations imposed upon residents by applicable provisions of building and housing codes materially affecting health and safety and all standards set forth in the attachment titled, Housekeeping Standards.

Resident

EGHAP Personnel

Date

Date

Authorization for the Release of Information/ Privacy Act Notice

to the U.S. Department of Housing and Urban Development (HUD)
and the Housing Agency/Authority (HA)

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing
OMB Control Number 2577-0295
Expiration Date 1/31/2025

PHA requesting release of information: **(Cross out space if none)**
(Full address, name of contact person, and date)

IHA requesting release of information: **(Cross out space if none)**
(Full address, name of contact person, and date)

Authority: Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by Section 903 of the Housing and Community Development Act of 1992 and Section 3003 of the Omnibus Budget Reconciliation Act of 1993. This law is found at 42 U.S.C. 3544.

This law requires that you sign a consent form authorizing: (1) HUD and the Housing Agency/Authority (HA) to request verification of salary and wages from current or previous employers; (2) HUD and the HA to request wage and unemployment compensation claim information from the state agency responsible for keeping that information; (3) HUD to request certain tax return information from the U.S. Social Security Administration and the U.S. Internal Revenue Service. The law also requires independent verification of income information. Therefore, HUD or the HA may request information from financial institutions to verify your eligibility and level of benefits.

Purpose: In signing this consent form, you are authorizing HUD and the above-named HA to request income information from the sources listed on the form. HUD and the HA need this information to verify your household's income, in order to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct level. HUD and the HA may participate in computer matching programs with these sources in order to verify your eligibility and level of benefits.

Uses of Information to be Obtained: HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. HUD may disclose information (other than tax return information) for certain routine uses, such as to other government agencies for law enforcement purposes, to Federal agencies for employment suitability purposes and to HAs for the purpose of determining housing assistance. The HA is also required to protect the income information it obtains in accordance with any applicable State privacy law. HUD and HA employees may be subject to penalties for unauthorized disclosures or improper uses of the income information that is obtained based on the consent form. **Private owners may not request or receive information authorized by this form.**

Who Must Sign the Consent Form: Each member of your household who is 18 years of age or older must sign the consent form. Additional signatures must be obtained from new adult members joining the household or whenever members of the household become 18 years of age.

Persons who apply for or receive assistance under the following programs are required to sign this consent form:

PHA-owned rental public housing
Turnkey III Homeownership Opportunities
Mutual Help Homeownership Opportunity
Section 23 and 19(c) leased housing
Section 23 Housing Assistance Payments
HA-owned rental Indian housing
Section 8 Rental Certificate
Section 8 Rental Voucher
Section 8 Moderate Rehabilitation

Failure to Sign Consent Form: Your failure to sign the consent form may result in the denial of eligibility or termination of assisted housing benefits, or both. Denial of eligibility or termination of benefits is subject to the HA's grievance procedures and Section 8 informal hearing procedures.

Sources of Information To Be Obtained

State Wage Information Collection Agencies. (This consent is limited to wages and unemployment compensation I have received during period(s) within the last 5 years when I have received assisted housing benefits.)

U.S. Social Security Administration (HUD only) (This consent is limited to the wage and self employment information and payments of retirement income as referenced at Section 6103(l)(7)(A) of the Internal Revenue Code.)

U.S. Internal Revenue Service (HUD only) (This consent is limited to unearned income [i.e., interest and dividends].)

Information may also be obtained directly from: (a) current and former employers concerning salary and wages and (b) financial institutions concerning unearned income (i.e., interest and dividends). I understand that income information obtained from these sources will be used to verify information that I provide in determining eligibility for assisted housing programs and the level of benefits. Therefore, this consent form only authorizes release directly from employers and financial institutions of information regarding any period(s) within the last 5 years when I have received assisted housing benefits.

Consent: I consent to allow HUD or the HA to request and obtain income information from the sources listed on this form for the purpose of verifying my eligibility and level of benefits under HUD's assisted housing programs. I understand that HAs that receive income information under this consent form cannot use it to deny, reduce or terminate assistance without first independently verifying what the amount was, whether I actually had access to the funds and when the funds were received. In addition, I must be given an opportunity to contest those determinations.

This consent form expires 15 months after signed.

Signatures:

Head of Household	Date		
Social Security Number (if any) of Head of Household		Other Family Member over age 18	Date
Spouse	Date	Other Family Member over age 18	Date
Other Family Member over age 18	Date	Other Family Member over age 18	Date
Other Family Member over age 18	Date	Other Family Member over age 18	Date

Privacy Act Notice. Authority: The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937 (42 U.S.C. 1437 et. seq.), Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and by the Fair Housing Act (42 U.S.C. 3601-19). The Housing and Community Development Act of 1987 (42 U.S.C. 3543) requires applicants and participants to submit the Social Security Number of each household member who is six years old or older. Purpose: Your income and other information are being collected by HUD to determine your eligibility, the appropriate bedroom size, and the amount your family will pay toward rent and utilities. Other Uses: HUD uses your family income and other information to assist in managing and monitoring HUD-assisted housing programs, to protect the Government's financial interest, and to verify the accuracy of the information you provide. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Penalty: You must provide all of the information requested by the HA, including all Social Security Numbers you, and all other household members age six years and older, have and use. Giving the Social Security Numbers of all household members six years of age and older is mandatory, and not providing the Social Security Numbers will affect your eligibility. Failure to provide any of the requested information may result in a delay or rejection of your eligibility approval.

Penalties for Misusing this Consent:

HUD, the HA and any owner (or any employee of HUD, the HA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form.

Use of the information collected based on the form HUD 9886 is restricted to the purposes cited on the form HUD 9886. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000.

Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the HA or the owner responsible for the unauthorized disclosure or improper use.



U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

DEBTS OWED TO PUBLIC HOUSING AGENCIES AND TERMINATIONS

Paperwork Reduction Notice: Public reporting burden for this collection of information is estimated to average 7 minutes per response. This includes the time for respondents to read the document and certify, and any record keeping burden. This information will be used in the processing of a tenancy. Response to this request for information is required to receive benefits. The agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The OMB Number is 2577-0266, and expires 06/30/2026.

NOTICE TO APPLICANTS AND PARTICIPANTS OF THE FOLLOWING HUD RENTAL ASSISTANCE PROGRAMS:

- Public Housing (24 CFR 960)
- Section 8 Housing Choice Voucher, including the Disaster Housing Assistance Program (24 CFR 982)
- Section 8 Moderate Rehabilitation (24 CFR 882)
- Project-Based Voucher (24 CFR 983)

The U.S. Department of Housing and Urban Development maintains a national repository of debts owed to Public Housing Agencies (PHAs) or Section 8 landlords and adverse information of former participants who have voluntarily or involuntarily terminated participation in one of the above-listed HUD rental assistance programs. This information is maintained within HUD's Enterprise Income Verification (EIV) system, which is used by Public Housing Agencies (PHAs) and their management agents to verify employment and income information of program participants, as well as, to reduce administrative and rental assistance payment errors. The EIV system is designed to assist PHAs and HUD in ensuring that families are eligible to participate in HUD rental assistance programs and determining the correct amount of rental assistance a family is eligible for. All PHAs are required to use this system in accordance with HUD regulations at 24 CFR 5.233.

HUD requires PHAs, which administers the above-listed rental housing programs, to report certain information at the conclusion of your participation in a HUD rental assistance program. This notice provides you with information on what information the PHA is required to provide HUD, who will have access to this information, how this information is used and your rights. PHAs are required to provide this notice to all applicants and program participants and you are required to acknowledge receipt of this notice by signing page 2. Each adult household member must sign this form.

What information about you and your tenancy does HUD collect from the PHA?

The following information is collected about each member of your household (family composition): full name, date of birth, and Social Security Number.

The following adverse information is collected once your participation in the housing program has ended, whether you voluntarily or involuntarily move out of an assisted unit:

1. Amount of any balance you owe the PHA or Section 8 landlord (up to \$500,000) and explanation for balance owed (i.e. unpaid rent, retroactive rent (due to unreported income and/ or change in family composition) or other charges such as damages, utility charges, etc.); and
2. Whether or not you have entered into a repayment agreement for the amount that you owe the PHA; and
3. Whether or not you have defaulted on a repayment agreement; and
4. Whether or not the PHA has obtained a judgment against you; and
5. Whether or not you have filed for bankruptcy; and
6. The negative reason(s) for your end of participation or any negative status (i.e., abandoned unit, fraud, lease violations, criminal activity, etc.) as of the end of participation date.

Who will have access to the information collected?

This information will be available to HUD employees, PHA employees, and contractors of HUD and PHAs.

How will this information be used?

PHAs will have access to this information during the time of application for rental assistance and reexamination of family income and composition for existing participants. PHAs will be able to access this information to determine a family's suitability for initial or continued rental assistance, and avoid providing limited Federal housing assistance to families who have previously been unable to comply with HUD program requirements. If the reported information is accurate, a PHA may terminate your current rental assistance and deny your future request for HUD rental assistance, subject to PHA policy.

How long is the debt owed and termination information maintained in EIV?

Debt owed and termination information will be maintained in EIV for a period of up to ten (10) years from the end of participation date or such other period consistent with State Law.

What are my rights?

In accordance with the Federal Privacy Act of 1974, as amended (5 USC 552a) and HUD regulations pertaining to its implementation of the Federal Privacy Act of 1974 (24 CFR Part 16), you have the following rights:

1. To have access to your records maintained by HUD, subject to 24 CFR Part 16.
2. To have an administrative review of HUD's initial denial of your request to have access to your records maintained by HUD.
3. To have incorrect information in your record corrected upon written request.
4. To file an appeal request of an initial adverse determination on correction or amendment of record request within 30 calendar days after the issuance of the written denial.
5. To have your record disclosed to a third party upon receipt of your written and signed request.

What do I do if I dispute the debt or termination information reported about me?

If you disagree with the reported information, you should contact in writing the PHA who has reported this information about you. The PHA's name, address, and telephone numbers are listed on the Debts Owed and Termination Report. You have a right to request and obtain a copy of this report from the PHA. Inform the PHA why you dispute the information and provide any documentation that supports your dispute. HUD's record retention policies at 24 CFR Part 908 and 24 CFR Part 982 provide that the PHA may destroy your records three years from the date your participation in the program ends. To ensure the availability of your records, disputes of the original debt or termination information must be made within three years from the end of participation date; otherwise the debt and termination information will be presumed correct. Only the PHA who reported the adverse information about you can delete or correct your record.

Your filing of bankruptcy will not result in the removal of debt owed or termination information from HUD's EIV system. However, if you have included this debt in your bankruptcy filing and/or this debt has been discharged by the bankruptcy court, your record will be updated to include the bankruptcy indicator, when you provide the PHA with documentation of your bankruptcy status.

The PHA will notify you in writing of its action regarding your dispute within 30 days of receiving your written dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record. If the PHA determines that the disputed information is correct, the PHA will provide an explanation as to why the information is correct.

<p>This Notice was provided by the below-listed PHA:</p>	<p>I hereby acknowledge that the PHA provided me with the <i>Debts Owed to PHAs & Termination Notice</i>:</p>
	<p>Signature Date Printed Name</p>

Supplemental and Optional Contact Information for HUD-Assisted Housing Applicants

SUPPLEMENT TO APPLICATION FOR FEDERALLY ASSISTED HOUSING

This form is to be provided to each applicant for federally assisted housing

Instructions: Optional Contact Person or Organization: You have the right by law to include as part of your application for housing, the name, address, telephone number, and other relevant information of a family member, friend, or social, health, advocacy, or other organization. This contact information is for the purpose of identifying a person or organization that may be able to help in resolving any issues that may arise during your tenancy or to assist in providing any special care or services you may require. **You may update, remove, or change the information you provide on this form at any time.** You are not required to provide this contact information, but if you choose to do so, please include the relevant information on this form.

Applicant Name:	
Mailing Address:	
Telephone No:	Cell Phone No:
Name of Additional Contact Person or Organization:	
Address:	
Telephone No:	Cell Phone No:
E-Mail Address (if applicable):	
Relationship to Applicant:	
Reason for Contact: (Check all that apply)	
<input type="checkbox"/> Emergency	<input type="checkbox"/> Assist with Recertification Process
<input type="checkbox"/> Unable to contact you	<input type="checkbox"/> Change in lease terms
<input type="checkbox"/> Termination of rental assistance	<input type="checkbox"/> Change in house rules
<input type="checkbox"/> Eviction from unit	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Late payment of rent	
Commitment of Housing Authority or Owner: If you are approved for housing, this information will be kept as part of your tenant file. If issues arise during your tenancy or if you require any services or special care, we may contact the person or organization you listed to assist in resolving the issues or in providing any services or special care to you.	
Confidentiality Statement: The information provided on this form is confidential and will not be disclosed to anyone except as permitted by the applicant or applicable law.	
Legal Notification: Section 644 of the Housing and Community Development Act of 1992 (Public Law 102-550, approved October 28, 1992) requires each applicant for federally assisted housing to be offered the option of providing information regarding an additional contact person or organization. By accepting the applicant's application, the housing provider agrees to comply with the non-discrimination and equal opportunity requirements of 24 CFR section 5.105, including the prohibitions on discrimination in admission to or participation in federally assisted housing programs on the basis of race, color, religion, national origin, sex, disability, and familial status under the Fair Housing Act, and the prohibition on age discrimination under the Age Discrimination Act of 1975.	

Check this box if you choose not to provide the contact information.

--	--

Signature of Applicant

Date

The information collection requirements contained in this form were submitted to the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520). The public reporting burden is estimated at 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Section 644 of the Housing and Community Development Act of 1992 (42 U.S.C. 13604) imposed on HUD the obligation to require housing providers participating in HUD's assisted housing programs to provide any individual or family applying for occupancy in HUD-assisted housing with the option to include in the application for occupancy the name, address, telephone number, and other relevant information of a family member, friend, or person associated with a social, health, advocacy, or similar organization. The objective of providing such information is to facilitate contact by the housing provider with the person or organization identified by the tenant to assist in providing any delivery of services or special care to the tenant and assist with resolving any tenancy issues arising during the tenancy of such tenant. This supplemental application information is to be maintained by the housing provider and maintained as confidential information. Providing the information is basic to the operations of the HUD Assisted-Housing Program and is voluntary. It supports statutory requirements and program and management controls that prevent fraud, waste and mismanagement. In accordance with the Paperwork Reduction Act, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information, unless the collection displays a currently valid OMB control number.

Privacy Statement: Public Law 102-550, authorizes the Department of Housing and Urban Development (HUD) to collect all the information (except the Social Security Number (SSN)) which will be used by HUD to protect disbursement data from fraudulent actions.



EAST GEORGIA HOUSING AUTHORITY PARTNERS

LIMITED ACCESS AND BARRING POLICY

(Adopted by Board of Commissioners on 3/19/2019)

WHEREAS, East Georgia Housing Authority Partners' mission, pursuant to the terms of its lease agreement and state and federal law, is to provide, safe, sanitary, and affordable housing, to combat drug-related and other crime within its developments, and to safeguard the quiet enjoyment of its property for its residents and employees, and

WHEREAS, East Georgia Housing Authority Partners has a significant interest to prevent the commission of trespass, vandalism, criminal, drug-related and other harmful and improper behavior within and adjacent to its property, and

WHEREAS, the elimination from East Georgia Housing Authority Partners property of persons with no legitimate business on East Georgia Housing Authority Partners' property and/or who commit criminal, drug-related, or other harmful or improper behavior is a reasonable means to combat drug and other crime and safeguard the quiet enjoyment of its property, and

WHEREAS, East Georgia Housing Authority Partners desires to adopt a limited access and barring policy that effectuates its mission and interests while permitting constitutionally protected expression.

NOW THEREFORE, pursuant to the powers vested in East Georgia Housing Authority Partners pursuant Consortium Agreement dated September 27, 2011, and in accordance with O.C.G.A. Section 16-7-21, East Georgia Housing Authority Partners hereby adopts the following Limited Access and Barring Policy effective the date approved by the East Georgia Housing Authority Partners Executive Board of Commissioners:

Section 1. Purpose. East Georgia Housing Authority Partners (EGHAP) developments are for the exclusive use and enjoyment of East Georgia Housing Authority Partners employees,

Crawfordville Property
301 Thompson Street
Crawfordville, Georgia 30631

Harlem Property
140 E. Milledgeville Road
Harlem, Georgia 30814

Thomson Property
219 Pecan Avenue
Thomson, Georgia 30824

Warrenton Property
PO Box 2
Warrenton, Georgia 30828

East Georgia Housing Authority Partners residents and members of their households, East Georgia Housing Authority Partners resident guests and visitors, and such other persons who have legitimate business on the premises. All other persons will be regarded as trespassers subject to prosecution as allowed by state or municipal ordinance. The purpose of this Policy is to limit access and use of East Georgia Housing Authority Partners' property to the persons listed in the first sentence of this Section a. A person who does not have a specific legitimate purpose to be on East Georgia Housing Authority Partners' property shall not be permitted on the property.

Section 2. Application. This policy applies to all public housing developments owned and/or managed by EGHAP and applies retrospectively and prospectively to all tenants living in units within those developments.

Section 3. Legitimate purpose. The following persons are presumed to have a specific legitimate purpose on EGHAP property and are not subject to barment from EGHAP property, unless otherwise mandated by EGHAP policy or by law:

3.1 Invited guests of EGHAP tenants who are accessing the development within the scope of their invitation, and who have not committed any of the acts enumerated in Section 4, below;

3.2 EGHAP employees, commissioners, representatives, agents, contractors, and law enforcement officials carrying out official Public Housing Authority (PHA) or law enforcement business on EHGAP property; and

3.3 Persons, not aforementioned, who are on EGHAP property with EGHAP express permission and who are not otherwise violating PHA policy or law on the property. In this regard, EGHAP shall develop procedures that ensure that constitutionally protected expression and association are appropriately permitted.

Section 4. Non-Legitimate purpose. The following persons are presumed not to have a specific legitimate purpose on EGHAP property and are subject to temporary or permanent barment from EGHAP property:

4.1 All persons who are not EGHAP employees, commissioners, representatives, agents, contractors, and law enforcement officials carrying out official PHA or law enforcement business, and also are not EGHAP tenants or invited guests of EGHAP tenants;

4.2 All persons who commit the following acts on or within 1 mile of PHA property, whether or not they are included in the categories set forth in Section 3, above:

4.2.1. assault, battery, arson, robbery, vandalism, malicious destruction of property, disturbing the peace, murder, manslaughter, rape, sexual assault, prostitution and/or the solicitation thereof, abduction, kidnapping, illegal gambling, harassment, stalking, violation of protective, restraining, or peace order, domestic violence, the commission of any crime set forth in O.C.G.A. Section 16-7-21, the attempt to commit any of the aforementioned crimes, or engaging in any other physical behavior that injures, or threatens to injure, the health of EGHAP tenants, employees, commissioners, representatives, agents, contractors, any law enforcement official, or other member of the public;

4.2.2 engaging in any illegal behavior involving illegal drugs and/or illegal drug paraphernalia, including, but not limited to, possession and/or distribution of said drugs and/or paraphernalia;

4.2.3 engaging in any illegal behavior involving firearms or other deadly weapon, including, but not limited to unlawful possession, concealment or use of a said firearm or deadly weapon;

4.2.4 public urination, public nuisance, and other disorderly, lewd or lascivious conduct on EGHAP property;

4.2.5 damaging, destroying, vandalizing, defacing, or otherwise reducing the value of the real and/or personal property of EGHAP, its employees, commissioners, representatives, agents, tenants, contractors, any law enforcement official, or other member of the public;

4.2.6 loitering, or otherwise failing to have any legitimate business, on EGHAP property;

4.2.7. significant littering on EGHAP property;

4.2.8. engaging in any illegal behavior involving automobiles or other vehicles, including, but not limited to, reckless driving, joy riding, destruction, and theft;

4.2.9. engaging in any gang-related activity, including, but not limited to, grouping, or using hand signals, gestures, and/or clothing to show gang affiliation for the purpose of threatening or intimidating rival gangs, EGHAP tenants, EGHAP employees, commissioners, representatives, agents, contractors, and law enforcement officials carrying out official PHA or law enforcement business;

4.2.10 theft of the property of EGHAP, its employees, representatives, agents, tenants, contractors, any law enforcement official, or other member of the public;

- 4.2.11 a minor child's violation of any local, state, or national curfew;
- 4.2.12 any other behavior that substantially interferes with the right, comfort, convenience and/or safe and peaceful enjoyment of EGHAP property by EGHAP employees, commissioners, representatives, agents, tenants, contractors, and law enforcement official, or other member of the public.

EGHAP reserves the right to add or delete from the acts set forth in Section 4, as appropriate.

Section 5. Exclusion and Barment.

5.1 Non-tenants. Only non-tenants (persons other than those listed on the dwelling lease) with a specific legitimate purpose for being on EGHAP property are permitted on the property. Whether a non-tenant has a specific legitimate purpose to be on any particular EGHAP property shall be determined by the EGHAP, as confined by the terms of this Policy and EGHAP's procedures. Any person who desires access to any EGHAP development, including any person located on or in the buildings, walks, ways, grasses, playgrounds, parking lots, drives and other common areas of any EGHAP development, will be required by any law enforcement or EGHAP personnel to identify himself or herself by showing appropriate written identification, and to prove a specific legitimate purpose to be on the development premises. Persons determined to be without a specific legitimate purpose on EGHAP property shall be asked to leave the property immediately and shall be issued an appropriate "Trespass Warning" in accordance with EGHAP procedures. Warned persons who return to the property without a specific legitimate purpose are subject to temporary or permanent barment from the property.

5.2 Barment Notice. Barred persons shall be provided written notice of their barment in accordance with EGHAP procedures (The Barring Notice). Among other things, the Barment Notice shall advise the person that he/she will be trespassing if he/she knowingly returns to the EGHAP property, state the reasons for denying entry, specify the time period that the barment is effective, and reference appropriate grievance procedures. The duration of the barment is within the discretion of the EGHAP, and may be renewed at expiration, depending upon the specific circumstances. However, except in special circumstances, no initial temporary barment period shall exceed a period of one (1) year. The EGHAP shall make its best efforts to enforce this Policy, and levy barment durations, uniformly and in accordance with EGHAP procedures.

5.3 Tenant Notice. In the event that the barred person is a household member, family member, friend, guest, or otherwise is connected with a EGHAP tenant, EGHAP shall provide written notice to the tenant that said person has been barred from EGHAP

property and shall state the duration of the bar, as well as the possible penalties for the tenant's failure to cooperate with the barment, which may include eviction.

5.4 Emergencies. In extraordinary circumstances involving an emergency or other unusual circumstance, for good cause shown, the EGHAP Executive Director, in his/her discretion, may decide to dispense with any or all notice requirements of this Policy.

Section 6. Barment Lists. In accordance with its procedures, EGHAP, in cooperation with law enforcement, shall maintain and regularly update a list of persons who have been issued Barring Notices (The Barment List). The Barment List shall be posted conspicuously for public viewing at the management office or other appropriate place within the development, and all residents shall be informed of the location of the Barment List. All pertinent EGHAP staff shall receive copies of the initial and updated Bar Lists, as shall law enforcement.

6.1 EGHAP shall develop reasonable procedures for the removal of persons from the barment List, as well as procedures governing a grievance process for persons wishing to contest their inclusion on the Barment List.

Section 7. Enforcement/Law Enforcement. EGHAP shall enforce this Policy consistent with the criminal trespass provisions of O.C.G.A. Section 16-7-21, and in accordance with EGHAP procedures. EGHAP shall take steps to enter into a memorandum of understanding with the City Police Department regarding each party's responsibilities with regard to the enforcement of this Policy (the MOU). The MOU shall, among other things, authorize the City Police Department to make inquiries of persons on EGHAP property and to inform any person without specific legitimate business that he/she may be subject to arrest for trespass if they remain on EGHAP property. Pursuant to O.C.G.A. Section 16-7-21, the City Police Department shall be authorized to arrest and remove all barred persons who have returned to EGHAP property in violation of this Policy.

Section 8. Training and Accountability. EGHAP shall train all housing managers and other pertinent personnel, and the law enforcement agency, if possible, on the proper implementation of this Policy so that the Policy is carried out thoroughly and uniformly. The EGHAP Executive Director shall appoint a EGHAP staff member to coordinate and oversee all barring pursuant to this Policy (the Trespass Coordinator). Based on actual experience in implementing this Policy, the Trespass Coordinator shall make recommendations to the Executive Director as to updates and/or changes to this Policy. The Trespass Coordinator further shall maintain records of all Trespass Warnings, Barment Notices, and Bar Lists, shall purge names from the Bar Lists as appropriate, and shall appear in court proceedings related to the enforcement of said warnings, notices and lists. To the extent practicable, "read only" copies of Trespass Warnings, Barment Notices, and barment Lists shall be maintained and

LIMITED ACCESS AND BARRING POLICY CHECKLIST

- 1 Perform legal due diligence re: policymaking-consult state enabling statute, state constitution & PHA powers.
- 2 Urge the enactment of anti-trespass ordinance/legislation that will withstand a “void for vagueness” challenge.
- 3 Draft written limited access and barring policy and procedures; ensure they comply with federal, state, and local law (including Section 6 of the U. S. Housing Act). Specifically look for local statutory “tenant knowledge” requirements.
- 4 Consider consulting tenant advisory boards, as appropriate.
- 5 Secure Board of Commissioners Resolution to adopt Limited Access and barring Policy.
- 6 Create forms: Trespass Warning, barment Notice w/ grievance hearing provisions, Tenant Notice, bar List, Resident Consent, Flyer/Notice distribution form, etc.
- 7 Execute Memorandum of Understanding with law enforcement agency re: enforcement.
- 8 Conduct adequate staff and law enforcement training. Appoint a Trespass Coordinator.
- 9 Create and disseminate easy-to-read property signage, tenant brochure, flyer, and/or use other advertising tools.
- 10 Draft and execute tenant lease provision/addendum.
- 11 If in litigation, draft and execute Stipulation and Order.

disseminated among EGHAP staff and law enforcement via computer, with appropriate confidentiality safeguards in place.

Section 9. Communication and Advertisement. EGHAP shall develop and disseminate appropriate brochures, flyers, "no trespassing" signage, and/or other methods to communicate the terms of this Policy to EGHAP residents and non-residents who enter EGHAP property.

Section 10. Tenant Dwelling Leases. A tenant's assistance in the violation of this Policy by another tenant, or by a non-tenant, shall constitute a material lease violation, the penalty of which may include eviction. This Policy shall be incorporated, through appropriate language, in all tenant dwelling leases or addendums, in accordance with notice and comment procedures and other legal requirements.

Section 11. Procedures. EGHAP shall develop procedures that effectuate the terms of this Policy.

Section 12. Nothing in this Policy is intended to waive, replace, supersede, or otherwise limit EGHAP's ability to exercise any and all other rights or options available to it by law. A decision by any employee of EGHAP in one circumstance relating to one person shall not constitute a waiver of EGHAP's rights or options under this Policy relating to another person.

Section 13. In no case does EGHAP allow door-to-door sales solicitations in person, or through the use of notices or flyers. If a resident desires to distribute other types of notices or flyers in his or her development, the resident must provide the development's housing manager with a copy of the proposed notice or flyer and obtain advance approval of the housing manager. A resident may not distribute a notice or flyer before 9:00 a.m. or after 8:00 p.m. Under no circumstances may a notice or flyer be left in plain view on a resident's door or unit if a resident of the unit does not want the notice or flyer, is not at home, or declines to answer the door. A resident distributing such notices or flyers must ensure that the notices or flyers do not become litter or otherwise disrupt the peaceful use and enjoyment of the development by other residents.

This policy was approved by the Executive Board of the East Georgia Housing Authority Partners the 19th day of March 2019.



LEE ANN MEYER
Chairman



KELLY S. EVANS, PHM
Executive Director



LIMITED ACCESS & BARRING POLICY ACKNOWLEDGEMENT

I, _____, acknowledge receipt of East Georgia Housing Authority Partners (Thomson, Warrenton, Harlem and Crawfordville Housing Authorities) Limited Access & Barring Policy which was adopted and became effective **March 19th, 2019**. I acknowledge that I have read and agree to abide by the Limited Access & Barring Policy Policy and understand that it is included and has become a binding and enforceable part of my lease with East Georgia Housing Authority Partners as well as the ACOP (Admissions and Continued Occupancy Policy).

Tenant Signature: _____

Apartment Address: _____

EGHAP Personnel: _____

Date: _____

Crawfordville Property
301 Thompson Street
Crawfordville, Georgia 30631

Harlem Property
140 E. Milledgeville Road
Harlem, Georgia 30814

Thomson Property
219 Pecan Avenue
Thomson, Georgia 30824

Warrenton Property
PO Box 2
Warrenton, Georgia 30828



LIMITED ACCESS & BARRING POLICY

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS LEASE ADDENDUM THIS _____ . I HAVE RECEIVED A COPY OF THIS LIMITED ACCESS & BARRING POLICY LEASE ADDENDUM. I HEREBY DECLARE THAT THE FACTS GIVEN IN MY APPLICATION FOR HOUSING ARE TRUE AND CORRECT. I UNDERSTAND THAT IF THESE FACTS ARE NOT TRUE, THIS LEASE WILL BE TERMINATED AND I WILL BE REQUIRED TO VACATE.

WITHHOLDING OR GIVING FALSE INFORMATION RELATIVE TO THE DETERMINATION OF ELIGIBILITY, AMOUNT OF RENT OR WHO WILL OCCUPY THE PREMISES, OR TO MAKE A FALSE STATEMENT OR REPRESENTATION TO ANY REPRESENTATIVE OF EAST GEORGIA HOUSING AUTHORITY PARTNERS AND ITS MEMBER AGENCIES, THE CITY OF THOMSON HOUSING AUTHORITY, THE CITY OF WARRENTON HOUSING AUTHORITY, THE CITY OF HARLEM HOUSING AUTHORITY AND/OR THE CITY OF CRAWFORDVILLE HOUSING AUTHORITY, WILL BE CONSIDERED AN INTENT TO DEFRAUD UNDER THE GEORGIA LAW AND MAY BE PUNISHABLE WITH FINE UP TO \$1000.00 AND/OR PRISON TERM UP TO ONE (1) YEAR.

ALL HOUSEHOLD MEMBERS 18 YEARS OF AGE AND OLDER SHALL EXECUTE THIS LEASE ADDENDUM:

RESIDENT:

Head of Household (SEAL)

Adult Household Member (SEAL)

Adult Household Member (SEAL)

Adult Household Member (SEAL)

MANAGEMENT
East Georgia Housing Authority Partners

By _____ (SEAL)
Authority Representative

Crawfordville Property
301 Thompson Street
Crawfordville, Georgia 30631

Harlem Property
140 E. Milledgeville Road
Harlem, Georgia 30814

Thomson Property
219 Pecan Avenue
Thomson, Georgia 30824

Warrenton Property
PO Box 2
Warrenton, Georgia 30828



Mold/Mildew Issues in Your Home

East Georgia Housing Authority Partners (EGHAP) always strives to adhere to our mission statement, ***“...to provide safe, sanitary and affordable housing.”*** For EGHAP to do this to the fullest, it takes a partnership with our residents. Keeping your home free from mold and mildew is not only part of housekeeping, but it is also a requirement that has to be met under the Housekeeping Standards put in place by EGHAP.

If at any time during your residency, you notice mold and mildew issues you need to report it immediately to the respective housing office. We will then schedule a housekeeping inspection to be performed on your unit by housing authority personnel to determine the source of the alleged mold/mildew issue. If a determination cannot be made by housing authority personnel as to the source of the mold/mildew issue, a test will be performed by an independent inspector, to test the air quality control in your unit.

The unit must meet housekeeping standards for us to schedule the inspector. The inspection will take place 72 hours after cleaning. If your unit fails to meet the requirements of the Housekeeping Standards upon the arrival of the independent inspector, you could be required to pay the full cost of charges, which could be up to \$250.00 or more, per the fee schedule. EGHAP has no control over the determination of an independent certified inspector.

Failure to meet housekeeping standards that results in damage to the unit can be cause for eviction. If children are in the house, the authority is mandated to report the failure to comply as well, and we may report the unkempt condition of your unit to the Department of Family and Children Services.

Please refer to your signed copies of the Dwelling Lease, Housekeeping Standards, Housekeeping Policy and the Fee Schedule for additional information.

Resident

EGHAP Personnel

Date

Date



“ONE STRIKE AND YOU'RE OUT”
Zero Tolerance Policy in Screening Applicants for
Admission And Eviction of Tenants

Statement of Purpose – In accordance with provisions of U.S. Department of Housing and Urban Development Notice PIH 96-27 (HA) issued May 15, 1996, East Georgia Housing Authority Partners (herein referred to as the HA) hereby adopts the Occupancy Provisions of the Housing Opportunity Program Extension Act of 1996, which was signed into law March 28, 1996. Section 9 of this law contains requirement related to safety and security in public housing that go beyond previous requirements related to screening of applicants, lease provisions, and evictions of tenants. These new requirements are consistent with HUD’s determination to take every reasonable step to help Public Housing Authorities promote safer public housing. Accordingly, the following procedures shall serve as additions, supplements, or changes, as appropriate, to the Authority’s Admissions and Continued Occupancy (ACOP), the Dwelling Lease, and the Grievance Procedure:

Screening of Applicants

Policy – It is the policy of East Georgia Housing Authority Partners that each applicant for housing in its dwelling units shall be screened in accordance with its existing policies contained in the Admissions and Continued Occupancy Policies (ACOP), and additionally that appropriate screening shall be conducted so that admission shall be denied to a public housing applicant who:

1. Has a recent history of criminal activity involving crimes to persons or property and/or other criminal acts that affect the health, safety, or right to peaceful enjoyment of the premises by other residents;
2. Was evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity;
3. The HA determines an applicant is illegally using a controlled substance; or
4. The HA has reasonable cause to believe an applicant illegally uses a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

The term “appropriate screening” refers to the HA’s applying discretion to consider all available information when making a decision to deny admission.

To implement this policy, the HA, in addition to existing screening procedures, also will utilize the following procedures:

1. Criminal History – The applicant and all adults listed on the application must sign a release allowing the HA to request a copy of a criminal history report from the National Crime Information Center, the Georgia Crime Information Center, the local Police Department, or other Law Enforcement Agencies. The HA then shall make request to the appropriate agency for a criminal history report or local police records. In general, if applicants are known to have been residents of the local area or of the State of Georgia for the past 20 years, the request shall be made to the local Police Department, which shall access its own records and the records of the Georgia Crime Information Center to provide any available criminal history and any available record of local complaints or incidents involving the applicant. If applicants have been residing in a state other than Georgia, the records of the National Crime Information Center should be accessed. If the PHA uses information contained in a criminal history report as grounds for denying housing assistance and the applicant requests an informal hearing on the denial, a copy of the criminal history will be provided to the applicant at the hearing, if permitted by local state, or federal law, and the applicant shall be allowed to dispute the accuracy or relevancy of the criminal history report. The Criminal Records Management Policy attached as Exhibit 1 becomes a part of this policy.
2. Illegal Use of a Controlled Substance – Admission shall be denied to any person who the HA determines is illegally using a controlled substance. In addition to any information regarding illegal use of a controlled substance that appears on the criminal history report, the HA also shall rely upon information obtained from other sources, such as local police incident reports (including references to the applicant contained in records of assigned police personnel working through the Public Housing Drug Elimination Program, Community Partnerships Against Crime, or similar records), landlords, employers, social service agencies, substance abuse centers, acquaintances (including current tenants) who may contact the HA to volunteer information, HA records of complaints received about drug activities involving any of its tenants in which the applicant is named as a participant of such activities, or any other appropriate source.
 - a. The HA shall examine carefully all such information obtained from other sources to determine that there is reasonable cause to believe that the person’s pattern of illegal use of a controlled substance may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
3. Alcohol Abuse – Admission shall be denied to any person when the HA determines that there is reasonable cause to believe that the person’s pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. In making such determination, the HA shall rely upon relevant information obtained from local law enforcement agencies, social service agencies, landlords, employers, alcohol abuse centers, acquaintances (including current tenants) who may

contact the HA to volunteer information, or any other appropriate source. The HA shall examine carefully all such information obtained to determine whether it has reasonable cause to believe that the person's pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

4. **Waiver of Policies** – The HA may waive policies prohibiting admission if the person demonstrates to the HA's satisfaction that the person no longer is engaging in illegal use of a controlled substance or abuse of alcohol and:
 - a. has successfully completed a supervised drug or alcohol rehabilitation program
 - b. has otherwise been rehabilitated successfully; or
 - c. is participating in a supervised drug or alcohol rehabilitation program
5. **Ineligibility if Evicted for Drug-Related Activity** - Persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for admission to public housing for a three-year period beginning on the date of such eviction. (Drug related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.) The HA shall use information obtained from other housing agencies to make a determination that the person is ineligible. This requirement may be waived if:
 - a. the person demonstrates successful completion of a rehabilitation program by the HA, or
 - b. the circumstances leading to the eviction no longer exist. For example, the individual involved in drugs no longer is in the household because the person is incarcerated.
6. **Disability Not an Issue** – The purpose of the above applicant screening procedures is to prohibit admission to the HA's housing of any person that it determines to be likely to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. In considering the elements leading to the determination, the HA shall not focus on whether the applicant happens to have a disability; rather, the focus shall be on whether the person's recent behavior indicates that he or she likely would continue to engage in behavior that would be in noncompliance with the dwelling lease.

TERMINATING ASSISTANCE TO TENANTS (EVICTIONS) POLICY – It is the policy of this Housing Authority to appropriately evict a public housing resident who:

1. Engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
2. Engages in any drug-related criminal activity on or off the HA's property; or
3. The HA determines is illegally using a controlled substance, or the resident abuses alcohol or uses a controlled substance in such a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

The term "appropriately" refers to the HA's consistent application of discretion to consider all known circumstances in making its decision to evict.

The following procedures will be followed in implementing the provisions of this policy:

A. Applicability – The policy of the HA is to terminate the lease and evict any person who has been documented as engaging in one or more of the following:

- a. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the HA;
- b. Any other activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the HA;
- c. Any drug-related criminal activity on or off the premises;
- d. Illegal use of a controlled substance; or
- e. Alcohol abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

B. Documentation of Activities – In documenting instances of activities that may be cause for termination of tenancy and eviction, the HA shall make prompt investigation into reports from other residents, HA employees, local law enforcement officers, the general public, and published reports indicating that a tenant is in non-compliance with provisions of this policy and the dwelling lease. In order to ascertain whether to proceed with termination of tenancy and eviction, the HA shall utilize the methods contained in Section Screening of Applicants, Policy, Paragraphs A. Criminal History, B. Illegal Use of a Control Substance, and C. Alcohol Abuse, of the One-Strike Policy. In considering documentation obtained during its investigations, the HA should not focus on whether the tenant happens to have a disability.

C. Evictions A Civil Matter – In weighing the documentation and deciding whether to proceed with termination of tenancy and eviction proceedings in local court, the HA must determine whether sufficient grounds exist to initiate the action. Evictions are civil, not criminal matters. The HA is not required to meet the criminal standard of “proof beyond a reasonable doubt.” In order to terminate a lease and evict a tenant, a criminal conviction or arrest is not necessary. Before initiating termination of tenancy and eviction action, the HA should have sufficient documentation to prove in court that a tenant has violated his or her dwelling lease before taking eviction action.

D. Due Process Rights – HUD has made a determination that the State of Georgia landlord – tenant process provides the necessary pre-eviction hearing and other basic elements of due process. Therefore, the HA can exclude from its grievance procedures any cases involving termination of tenancy for any activity, not just a criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the HA; or any drug-related criminal activity on or off such premises, not just on or near such premises. Therefore, it shall be the policy of this HA to exclude the foregoing from the grievance procedure, and to proceed directly to court for eviction.

E. Notice of Termination of Tenancy and Eviction – Once the HA has determined that there is sufficient documented justification to proceed with termination of tenancy and eviction in cases involving:

- a. any criminal activity or other activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the HA, or
- b. any drug-related criminal activity on or off the HA’s premises, the HA shall promptly issue notification to the tenant specifying:
 - that the tenant is in serious violation of the terms and conditions of the dwelling lease and are grounds for termination of tenancy;
 - the lease provisions that the tenant has violated;
- c. that the HA is terminating tenancy as of a specified date (which may be from one day to seven days from the date of the notice, depending upon the seriousness of

- d. the violation);
- e. that the termination action is not subject to the grievance procedure;
- e. that if the tenant has not vacated the premises by the date specified in the notice, then the HA will file eviction proceedings in court; and
- f. that prior to the judicial hearing, the tenant or his counsel may request copies of any relevant documents, records (including criminal records upon which the HA is relying as bases for the termination of tenancy or eviction.

Modifications to the ACOP, Dwelling Lease, and Grievance Procedures

1. The Admissions and Continued Occupancy Policies (ACOP), the dwelling Lease, and the A. Grievance Procedure are being modified to incorporate the provisions of this “One Strike and You’re Out” policy.
2. The modifications referred to in A. above shall become effective following notice to tenants and the 30-day comment period.
3. Lease modifications may be in the form of a new lease or a rider to the existing lease. Tenants will be required to execute the new lease/addendum by no later than their next reexamination.

Other Considerations

1. Informing Applicants and Tenants – At the time an applicant makes inquiry or presents himself/herself to make application for housing, the HA shall inform the applicant of the
 - A. “One Strike” provisions related to the application process. When a lease is executed, the explanation of lease provisions that is given to the new tenant will include the
 - B. importance of abiding by all terms of the lease, including the “One Strike” provisions. At the time of adoption of these policies, current residents will have been informed of the “One Strike” policies.
2. Cooperation from Residents – Residents shall be encouraged to come forward with complaints and information regarding any residents who are in violation of any provisions of the “One Strike” policy. Residents who furnish such information should be informed that if sufficient grounds for eviction appear to exist, then their testimony may be required in court, and they must agree to testify if needed.
3. Cooperation from Judges – While it is inappropriate to talk with Judges about particular pending cases, it is appropriate for the Housing Authority to arrange a general meeting with local Judges to discuss the issues and reasons for development of this “One Strike” policy as it relates to evictions of disruptive tenants and the need for evictions where the evidence shows serious lease violations. Concerned residents shall be encouraged to participate in any such general meeting with Judges.
4. Cooperation from Law Enforcement Agencies – Meetings should be arranged between the Housing Authority and the local Police Department to inform the law enforcement agency of public housing needs and problems and work out administrative arrangements so that

full and expeditious cooperation occurs. If such an arrangement is not currently in existence, the Housing Authority should request that police:

- A. promptly provide Housing Authority management with relevant incident reports for timely eviction processing;
- B. help the Housing Authority expedite drug identification in serious cases; and
- C. prepare for cases as needed with Housing Authority attorneys. To this end, the police personnel must know exactly what criminal activities are grounds for lease termination so they can keep the Housing Authority informed when such behavior occurs. The Police Department should be encouraged to view providing police testimony in eviction cases involving criminal and/or disruptive behavior as an important part of the department's mission. Where appropriate, the Housing Authority should use subpoenas to facilitate police testimony. Additionally, the Police Department should be requested to supply additional patrols to public housing communities with special needs, where it is economically feasible for the Police Department to do so.

5. Supplementation of Existing Police Services – As opportunities may arise, the Housing Authority should investigate the feasibility of applying for additional funding from sources such as the Public Housing Drug Elimination Program, the CIAP or CGP programs, and other appropriate programs, in order to obtain funds to provide additional police services in addition to existing services.
6. Working with Resident Organizations – To the maximum extent feasible, the Housing Authority shall involve its residents, through the resident organizations, in working together to further the goals of the “One Strike” policy. The Housing Authority and residents may develop an arrangement whereby a resident screening advisory committee may be established. Any such arrangement developed must be approved by the Housing Authority Board of Commissioners prior to its implementation. Any such committee that is formed may advise the Housing Authority regarding the suitability of applicants; however, the Housing Authority must remain responsible for the final decision to admit or decline a potential tenant. Additionally, the Housing Authority must assure that the tenant screening advisory committee complies with privacy laws and other legal standards.
7. Confidentiality of Criminal Records – In administering the provisions of the “One Strike” policy, the Housing Authority shall establish a system to ensure that any criminal record received be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished. The attached Exhibit 1, “Criminal Records Management Policy”, has been adopted to comply with this requirement.
8. Tracking and Reporting Crime Related Problems – The Housing Authority shall maintain records in a separate file that document instances of crime related problems in its developments as such problems become known to the Authority. The documentation will include the date, time and location of each reported incident, the names of participants if known, and the details of the incident. The documentation also will contain a summary of actions taken by the Authority, including reports to the local police authorities, any meetings between the Authority staff and tenants or other interested persons, any court action taken, including eviction proceedings, and the final disposition of the matter.

Date Re-Affirmed by the Housing Authority Board of Commissioners: September 23, 2019

Date That Modifications to ACOP, Dwelling Lease, and Grievance Procedure Shall Become Effective: November 5, 1998

Resident

Date

Other Household Member over age 18

Date

Other Household Member over age 18

Date

EGHAP Personnel

Date

Board Approved: 9-23-19

Executive Director's Signature: Kathy L. Evans

Chairman's Signature: Rebecca M. Foye



Pet Policy

East Georgia Housing Authority Partners allows for pet ownership in its developments with the written pre-approval of the Housing Authority and the payment of a pet deposit.

The following requirements constitute the Pet Policy:

1. Residents are responsible for any damage caused by their pets or a visitor's pet, including the cost of fumigating or cleaning their units.
2. In exchange for the right to house a pet, resident assumes full responsibility and liability for the pet and agrees to hold East Georgia Housing Authority Partners harmless for any claims caused by an action or inaction of the pet.
3. Residents must have the prior written approval of East Georgia Housing Authority Partners before moving any pet into their unit.
4. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the Housing Authority will approve the request.
5. Residents must give the Housing Authority a picture of the pet so it can be identified if it is running loose.
6. A pet deposit of **\$200** is required at the time of registering a pet. The pet security deposit without interest shall be returned within thirty days to the resident upon vacating,

PROVIDED THE CONDITIONS BELOW ARE MET:

- A. The dwelling unit and its equipment are clean and orderly;
- B. There is no damage to the dwelling unit or its equipment beyond that due to normal wear and tear and no damages are associated with the pet.
- C. Fifteen (15) days advance written notice of vacating is given to Management;
- D. All keys to the dwelling unit are promptly returned to the Management Office.
- E. Refund of the pet security deposit will not be made until after the lease is terminated and the dwelling unit is inspected by Management. The pet security deposit may not be applied to rent or other charges while the Resident is in occupancy, but may be applied to rent and other charges remaining unpaid when the apartment is vacated.

7. East Georgia Housing Authority Partners will allow only common household pets. This

means only domesticated animals such as a dog, cat, bird, rodent (including a rabbit), fish in aquariums or a turtle will be allowed in units. Common household pets do not include reptiles (except turtles).

8. All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact.
9. Only one pet per unit will be allowed.
10. Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.
11. No animal may exceed twenty-five (25) pounds in weight projected to full adult size.
12. In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be annually filed with the Housing Authority of the City of Thomson to attest to the inoculations.
13. East Georgia Housing Authority Partners, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

Resident

EGHAP Personnel

Date

Date



Pet Ownership Authorization

(Separate Form for Each Pet)

Name of Pet Owner: _____

Address: _____

Home Telephone Number: _____ Work Telephone: _____

Pet's Name: _____

Spayed: Yes No

Neutered: Yes No

License or ID Number: _____

Veterinarian: _____

Address: _____ Phone: _____

Emergency Caregiver for Pet: _____

Address: _____ Phone: _____

I have read and understand the rules governing pets and I and all members of my household agree and promise to fully comply.

Signature of Pet Owner: _____ Date: _____

Attached: Photo of Pet
 Rabies Certification

Crawfordville Property
301 Thompson Street
Crawfordville, Georgia 30631

Harlem Property
140 E. Milledgeville Road
Harlem, Georgia 30814

Thomson Property
219 Pecan Avenue
Thomson, Georgia 30824

Warrenton Property
PO Box 2
Warrenton, Georgia 30828



Reasonable Accommodation for Applicants with Disabilities

Notice to all Applicants:

The Housing Authority is a public agency that provides low rent housing to eligible families including families with children, elderly families, and single people. PHA is not permitted to discriminate against applicants on the basis of their race, religion, sex, color, national origin, age, disability or familial status. In addition, PHA has a legal obligation to provide "reasonable accommodations" to applicants if they or any family members have a disability. A reasonable accommodation is a structural change that a PHA can make to its units or common areas, or a modification of a rule, policy, procedure, or service, that will assist an otherwise eligible applicant or resident with a disability to make effective use of a PHA's programs. Examples of reasonable accommodations would include:

- Making alterations to a PHA unit so it could be used by a family member with a wheelchair;
- Adding or altering unit features so they may be used by a family member with a disability;
- Installing strobe flashing light smoke detectors in an apartment for a family with a hearing-impaired member;
- Permitting a family to have a large dog to assist a family member with a disability in a PHA family development where the size of the dog is usually limited
- Making large type documents, braille documents, cassette or a reader available to an applicant with a vision impairment during the application process;
- Making a sign language interpreter available to an applicant with a hearing impairment during the interview or meetings with the PHA staff;
- Permitting an outside agency or individual to assist an applicant with a disability to meet the PHA's applicant screening criteria.

An applicant family that has a member with a disability must be able to meet essential obligations of tenancy. They must be able to pay rent, to care for their apartment, to report

required information to the Housing Authority, to avoid disturbing their neighbors, etc., but there is no requirement that they be able to do these things without assistance.

If you or a member of your family have a disability and think you might need or want a reasonable accommodation, you may request it at any time in the application process or at any time you need an accommodation. This is up to you. If you would prefer not to discuss your situation with the Housing Authority, that is your right.

Resident

Date

EGHAP Personnel

Date

Board Approved:

9-23-19

Executive Director's Signature:

Kerry S. Ward

Chairman's Signature:

Susan M. Fegan



Rental Collection Policy

General Policies:

Rent is due on or before the 1st day of each month and is delinquent after the fifth calendar day of the month. If the fifth calendar day falls on a weekend or a holiday, rent must be paid in full by the close of business the day before, to avoid a late fee.

Excess utilities and other charges incurred by the tenant are due the fifteenth day after the notice of the charge is issued.

All payments received shall be applied to the oldest debt first.

No amount for outstanding rent or other charges shall be considered too small amount to issue a dispossessory warrant.

Management reserves the right to waive late charges or to accept payments after the delinquency date for hardship cases as determined on a case by case basis.

Barring extenuated circumstances, a tenant will not be extended the opportunity to enter into multiple payment agreements for the purpose of paying rent after the deadline. As a general rule, the tenant will be restricted to the use of an agreement for the late payment of rent only two times.

All rent must be paid at the Housing Authority office.

The PHA will assess a \$29.00 charge to any tenant who presents an insufficient funds check.

Payments and Procedures after the Delinquency Date:

- A. The PHA will assess a late charge to all tenants on the delinquency date.
- B. Payments tendered by tenants after the delinquency date will be accepted by management provided all rent and other charges then due are paid in full. No partial payments will be accepted after the delinquency date.

Procedures on the Expiration of the Termination of the Dwelling Lease:

Crawfordville Property 301 Thompson Street Crawfordville, Georgia 30631	Harlem Property 140 E. Milledgeville Road Harlem, Georgia 30814	Thomson Property 219 Pecan Avenue Thomson, Georgia 30824	Warrenton Property PO Box 2 Warrenton, Georgia 30828
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- A. No payments will be accepted after the expiration of the termination notice unless the tenant has made a request for late payment and delay of court action and said request is approved by the PHA management.
- B. Tenants are limited to only one late payment agreement per year as outlined above. Failure to make payments when due and before expiration of the dwelling lease termination, shall result in an issuance of a dispossessory warrant when all legal notices are final.

Retroactive Rent Charges:

Retroactive rent charges will be due and payable within 7 days of written notice unless arrangements are made prior to this day. Normally retroactive payments must be computed not to exceed a four (4) month pay off. If the amounts are large and the tenant will not be able to pay off the retro rent charge within four (4) months a repayment schedule may be established allowing a longer period.

Vacated Tenants with Balances:

Vacated tenants will have seven (7) days from the date of the statement of refund of security deposit and unearned rent to pay the amount or make arrangements for payment. After the expiration of this time period, vacated tenants that have delinquent accounts, shall be submitted to the magistrate for collection.

Dispossessory Warrants Issued for the Second Time:

If a tenant has a dispossessory warrant for non-payment of rent issued against them a second time within a twelve-month period, tenant will be required to vacate the premises. This action does not relieve the amount owed. The tenant will be required to pay any balance owing plus cost.

Resident

EGHAP Personnel

Date

Date



SECURITY CAMERA WAIVER

Security cameras may be installed to protect your property if the following conditions are met:

1. The installation of the security camera(s) cannot damage the unit.
2. The security camera(s) cannot be installed on the brick of the unit, but rather underneath the soffit/overhang of the unit.
3. Security packages are not allowed, cameras only.
4. Video footage must be released to law enforcement and/or East Georgia Housing Authority personnel where it may impact an investigation/eviction.
5. The security camera cannot obstruct the walkway.
6. Wires/cables cannot be exposed.
7. Upon moving out you must remove the security camera and restore the premises to the original conditions.

If the installation does not meet these specifications, your dwelling lease will be subject to termination and you will be subject to repair charges.

Resident

Date

EGHAP Personnel

Date



Security Deposit

East Georgia Housing Authority Partners has posted and will maintain an effective surety bond with the clerks of the Columbia County, McDuffie County, Warren County, and Taliaferro County Superior Courts, which is conditioned upon the faithful compliance of the landlord with Georgia Code Section 44-7-34 and the return of the security deposits in the event of bankruptcy of the landlord or foreclosure of the premises and shall run to the benefit of any tenant injured by the landlord's violation of Georgia Code Section 44-7-34.

Right of Tenant to Inspect and Dissent Lists of Existing Defects

and of Damages Prior to Tenancy

1. Before a future tenant of East Georgia Housing Authority Partners tenders a security deposit, the future tenant shall be presented with a comprehensive list of any existing damage to the premises, which list shall be for the future tenant's permanent retention.
2. The future tenant shall have the right to inspect the premises to ascertain the accuracy of the list prior to taking occupancy. The future tenant and an agent of East Georgia Housing Authority Partners shall sign the list and this shall be conclusive evidence of the accuracy of the list but shall not be conclusive as to latent defects.
3. Should the future tenant refuse to sign the list, the future tenant shall state specifically in writing the items of the list to which the future tenant dissents and shall sign such statement of dissent.

Prior to becoming a future resident, I have read or someone has explained the above information pertaining to my security deposit and I fully understand.

Resident

EGHAP Personnel

Date

Date



EAST GEORGIA HOUSING AUTHORITY PARTNERS SECURITY DEPOSIT POLICY

This Security Deposit Policy applies to all applicants and residents of the East Georgia Housing Authority Partners (EGHAP), and its member agencies, Housing Authority of the City of Thomson, Housing Authority of the City of Warrenton, Housing Authority of the City of Harlem, and Housing Authority of the City of Crawfordville, or other applicable programs operated by EGHAP, in which EGHAP is required to collect and administer tenant security deposits, including pet security deposits.

Security deposits will be required for all residents occupying units operated by EGHAP. The security deposit will be applied to the payment of past due rent, excess utility charges, late fees, unpaid miscellaneous charges, excessive wear and tear on the PHA-owned furnishings or equipment, damages that the PHA has sustained because of the tenant's non-compliance, and any other charges identified in the dwelling lease and/or ACOP. Security deposits will be used only for the purposes indicated above.

A tenant may not move from one unit to another if the original security deposit balance is not paid in full at the time of the move.

When a resident vacates, the PHA will deduct any amounts owed from the initial deposit and credit the remainder to the resident's account. Interest earned, if any, on security deposits will belong to the PHA and will not be distributed to residents.

Resident

Date

Resident

Date

EGHAP Personnel

Date

*Board Approved Resolution 2021-005 on August 17, 2021

Crawfordville Property
301 Thompson Street
Crawfordville, Georgia 30631

Harlem Property
140 E. Milledgeville Road
Harlem, Georgia 30814

Thomson Property
219 Pecan Avenue
Thomson, Georgia 30824

Warrenton Property
PO Box 2
Warrenton, Georgia 30828



EAST GEORGIA HOUSING AUTHORITY PARTNERS

SECURITY DEPOSIT PROCEDURES

East Georgia Housing Authority Partners (EGHAP) and its member agencies, Housing Authority of the City of Thomson, Housing Authority of the City of Warrenton, Housing Authority of the City of Harlem, and Housing Authority of the City of Crawfordville, or other applicable programs operated by EGHAP, in which EGHAP is required to collect and administer tenant security deposits, including pet security deposits shall create and retain an escrow bank account for the administration of security deposits that matches or exceeds the security deposit liability account for the PHA-managed units. Security deposit receipts will be deposited into the PHA's program general account. Refunds of security deposits will also be expended from the PHA's respective program general account.

The security deposit rate / amount required is not part of this policy and procedures. The establishment of a security deposit rate is governed by other documents such as the PHA's Admissions and Continued Occupancy Policy (ACOP) or lease.

Accounting

Security deposit balances for each tenant shall be tracked in the SACS (Scott Accounting and Computer Services)/tenant accounts receivable spreadsheet. The total balance in the SACS/tenant accounts receivable spreadsheet should be reconciled to the general ledger each month for accuracy. The PHA must provide receipts to the tenant as incremental payments toward the security deposit are received.

At least annually, the escrow balance will be compared to the security deposit liability account in the general ledger to verify that it is equal or greater than the liability balance.

If EGHAP allows for a tenant to pay their security deposit over multiple months, EGHAP must ensure that the balance is tracked accurately and that payments are made in a timely manner.

For accounting purposes, when a tenant moves out, their security deposit balance should be cleared out in SACS/tenant accounts receivable spreadsheet within 30 days of the tenant vacating the unit.

Security Deposit Management

At the time of move in, EGHAP will provide the tenant with a written notice indicating the PHA name and address along with the name and address of the financial institution where the security deposits are held. This notice will also notify the tenant that they must provide a forwarding address within 4 days of move out, for any return of funds to be sent to them.

Crawfordville Property 301 Thompson Street Crawfordville, Georgia 30631	Harlem Property 140 E. Milledgeville Road Harlem, Georgia 30814	Thomson Property 219 Pecan Avenue Thomson, Georgia 30824	Warrenton Property PO Box 2 Warrenton, Georgia 30828
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The PHA will refund deposits or provide a list of damages within 30 days of move out. The list of damages will also conspicuously state that “you must respond to this notice by mail within 7 days after receipt of same, otherwise it is implied you agree with the claimed damages noted and you will forfeit the amount claimed for damages”. All funds remaining after the claimed damages have been satisfied will be refunded to the tenant, provided a forwarding address has been received.

Interest earned on security deposits will belong to the PHA and will not be distributed to residents.

Pet Security Deposits

Refundable pet deposits will be included and accounted for in an equivalent manner as the regular security deposit balance.

Resident

Date

Resident

Date

EGHAP Personnel

Date

* Board Approved Resolution 2021-005 on August 17, 2021



Smoke Detector Acknowledgement

Resident Name: _____

Address: _____

I acknowledge that my unit contains a smoke detector. The smoke detector has been inspected and is working properly. I will notify management immediately if the smoke detector will not operate.

In accordance with the law, tenant shall allow owner or agent access to the premises for the purpose of verifying that all required smoke detectors are in place and operating properly or to conduct maintenance service, repair, or replacement as needed.

Resident

EGHAP Personnel

Date

Date



Smoke-Free Housing Policy

Adopted: June 19, 2018

24 CFR Parts 965 & 966

Definitions

- 1) Public Housing** – Public Housing is defined as low-income housing, and all necessary appurtenances (e.g. community facilities, public housing offices, day care centers, and laundry rooms) thereto, assisted under the U. S. Housing Act of 1937 (the 1937 Act), other than assistance under Section 8 of the 1937 Act.
- 2) Development/Property** – All Housing Authority's developments and properties are included in this policy and all related administrative offices and maintenance facilities.
- 3) Smoking** – The term “smoking” means igniting, inhaling, exhaling, breathing or carrying or possessing any lit cigar, cigarette, pipe, water pipe referred to as hookahs or other tobacco product or similar lighted product in any manner or in any form or any other device containing tobacco, marijuana or other legal or illegal substance that burns. This definition also includes electronic nicotine delivery systems (ENDS) including electronic cigarettes (“e-cigarettes”).
- 4) Indoor Areas** – Indoor Areas is defined as living units/apartments. Indoor common areas, electrical rooms and closets, storage units or closets, community bathrooms, lobbies, hallways, laundry rooms, stairways, offices, elevators and all public housing administrative offices/buildings, Maintenance facilities and vehicles.
- 5) Individual Apartment/Units** – Individual Apartment/Units are defined as the interior and exterior spaces tied to an apartment/unit. This includes, but is not limited to bedrooms, hallways, kitchens, bathrooms, patios, balconies, porches and apartment entryway areas.
- 6) Common areas** – Common Areas are areas that are open to all tenants, tenant's families, tenant's guests, visitors, contractors, service personnel, employees and members of the public. Common areas include:
 - (a)** Any inside space
 - (b)** Entryways/Entrances
 - (c)** Patios, Porches and Balconies
 - (d)** Lobbies
 - (e)** Hallways and Stairwells
 - (f)** Elevators

- (g) Management Offices
- (h) Maintenance Offices and Inventory Areas
- (i) Public Restrooms
- (j) Community Rooms
- (k) Community Kitchens
- (l) Lawns
- (m) Sidewalks and Walkways within the Development
- (n) Parking Lots and Spaces
- (o) Playgrounds, Parks and Picnic Areas
- (p) Common areas also include any other area of the buildings or developments where tenants, tenant's families, tenant's guests, visitors, contractors, service personnel, employees, and members of the public may go.

Effective Date

The Effective Date shall be **7/30/2018**. All tenants, tenant's families, tenant's guests, visitors, contractors, service personnel, employees, and members of the public in and/or on Housing Authority property will be prohibited from smoking on all Housing Authority property including inside the buildings, common areas, and all housing apartments starting on that date.

Tenants Responsibilities and Lease Violations

- 1) Tenants are prohibited from smoking on all Housing Authority property including inside the buildings, common area, and all housing apartments starting on that date.
- 2) Tenants are responsible for the actions of their household, their guests, and visitors. Any tenant, including the members of their household, guests, or visitors will be considered in violation of the lease if found smoking in any Housing Authority facility or apartment, or anywhere on Housing Authority property that is deemed as a nonsmoking area. Visual observation of smoking is not necessary to substantiate a violation of this Smoke Free Housing Policy. For example, the presence of smoke, tobacco smoke odor, or smoke stains within an apartment in combination with butts, ash trays, or other smoking paraphernalia will be considered significant evidence of a policy violation. **Four (4) violations will be a serious violation of the material terms of the lease and will be cause for non-curable eviction.** In addition, tenant will be responsible for all costs to remove smoke odor or residue upon any violation of this policy.
- 3) Any deviation from the Smoke Free Housing Policy by any tenant, a member of their household, or their guest or visitor will be considered a lease violation. A cleaning charge of \$250.00 will be added to the tenant account for **EACH** violation of the policy that occurs in the apartments, building common areas or any other nonsmoking area on or in the Housing Authority property. **(Any cigarette butts not properly disposed of may also be cause for a cleaning service charge.)**
- 4) No smoking signs will be posted both outside and inside the buildings, offices, and common areas of the Housing Authority property. Tenants will be responsible to inform all their

household, family, guests and visitors that their apartment is smoke free and that their housing may be affected by violators.

- 5) If the smell of tobacco smoke is reported, the Housing Authority will seek the source of the smoke and appropriate action will be taken. Tenants are encouraged to promptly give Property Management staff a written statement of any incident where smoke is migrating into the Tenant's apartment from sources outside of the Tenant's apartment.

ENFORCEMENT

If a tenant is found to be in violation of the Smoke Free Housing Policy, the following steps will be taken:

1st Violation- Verbal warning. EGHAP may provide smoking cessation materials and a friendly warning letter acknowledging the conversation.

2nd Violation- A written letter of warning will be given and EGHAP may provide smoking cessation materials.

3rd Violation- A final written violation letter will be served upon the resident, but resident will be given the option to remedy.

4th Violation- A 30-day lease termination notice will be issued.

Any violation hereunder shall result in \$250.00 fine being paid by lease holder.

Health and Safety of Employees and Contractors

Upon approval of this policy, all tenants presently living in the Housing Authority apartments and new tenants will be given a copy of this policy. After review both incoming and current tenants will be required to sign the Smoke Free Housing Lease Addendum/ACOP Amendment. A copy will be retained in the tenant file. All tenants will be required to sign the new no smoking agreement prior to the Effective Date. Failure to sign and/or return the Smoke Free Housing Policy Lease Addendum/ACOP Amendment to the Property management office in a timely manner will result in a written warning, and if still not received after the two warnings, eviction. All current tenants who smoke will be provided with resources for a cessation program upon request. The development's Property Manager will provide information on cessation program accessibility.

Disclaimers and Representations

- 1) The Smoke Free Housing Policy does not mean that tenants and/or employees will have to quit smoking to live and/or work at the Housing Authority developments and offices or drive its vehicles.
- 2) The Housing Authority is not a Guarantor of a Smoke Free Environment – Housing Authority's adoption of the Smoke Free Housing Policy and the efforts to designate portions of developments as non-smoking does not make the Housing Authority or any of its Board of Commissioners, officers, employees or agents the guarantor of Tenant's health or of the smoke

free condition of the non-smoking portions of developments. However, the Housing Authority will take reasonable steps to enforce the Smoke Free Policy. The Housing Authority is not required to take steps in response to smoking unless the Housing Authority has actual knowledge of the smoking and the identity of the responsible tenant.

- 3) Housing Authority Disclaimer – The Housing Authority's adoption of a non-smoking living environment, and the efforts to designate portions of its developments as non-smoking does not in any way change the standard of care that the Housing Authority has under applicable law to render its developments any safer, more habitable or improved in terms of air quality standards than any other rental premises. The Housing Authority specifically disclaims any implied or express warranties that the air quality in the apartment or the building containing the apartment will improve or be any better than any other rental property. The Housing Authority cannot and does not warranty or promise that its developments will be free from secondhand smoke. The Housing Authority's adoption of the Smoke Free Housing Policy does not in any way change the standard of care that it has to the Tenant's apartments and the common spaces.
- 4) The Housing Authority's ability to police, monitor or enforce the Smoke Free Housing Policy is dependent in significant part on voluntary compliance tenants, tenant's household, tenant's families, tenant's guests and visitors.
- 5) Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Housing Authority does not assume any higher duty of care to enforce this policy than any other Landlord obligation under the Lease. The Housing Authority is not responsible for smoke exposure even if the tenant, a member of the tenant's household, tenant's families, tenant's guests or visitors have respiratory ailments, allergies, or any other physical or mental condition relating to smoke.
- 6) Even though the Housing Authority has adopted a Smoke Free Housing Policy it cannot guarantee that smoking will never happen.
- 7) In apartments that used to allow smoking, the effects of that smoking may still linger.



SMOKE FREE HOUSING POLICY ACKNOWLEDGEMENT

I, _____, acknowledge receipt of East Georgia Housing Authority Partners (Thomson, Warrenton, Harlem and Crawfordville Housing Authorities) Smoke Free Housing Policy which will become effective **July 30, 2018**. I acknowledge that I have read and agree to abide by the Smoke Free Housing Policy and understand that it is included and has become a binding and enforceable part of my lease with East Georgia Housing Authority Partners as well as the ACOP (Admissions and Continued Occupancy Policy) and that any violations of said policy will result in the following:

1st Violation- Verbal warning. EGHAP may provide smoking cessation materials and a friendly warning letter acknowledging the conversation.

2nd Violation- A written letter of warning will be given and EGHAP may provide smoking cessation materials.

3rd Violation- A final written violation letter will be served upon the resident but resident will be given the option to remedy.

4th Violation- A 30-day lease termination notice will be issued.

Any violation hereunder shall result in tenant being assessed \$250.00 fine per violation.

Tenant Signature: _____

Apartment Address: _____

EGHAP Personnel: _____

Date: _____



SMOKE-FREE HOUSING LEASE ADDENDUM

THE FOLLOWING TERMS, CONDITIONS AND RULES ARE HERBY INCORPORATED INTO THE DWELLING LEASE EFFECTIVE JULY 30, 2018 FOR NEW MOVE-INS AND FOR CURRENT RESIDENTS.

1. **Smoke-Free Housing Policy**-Due to the increased risk of fire, increased maintenance costs, and the health effects of secondhand smoke, East Georgia Housing Authority Partners (EGHAP) is adopting the following Smoke-Free Housing Policy, which prohibits smoking in any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, hallways, and offices, within all living units, and within 25 feet of building(s) including entry ways, porches, balconies and patios. This policy applies to all residents, guests, visitors, service personnel and employees.
2. **Definition**-The term “smoking” means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, other tobacco product or similar lighted product in any manner or in any form.
3. **East Georgia Housing Authority Partners** is not a guarantor of smoke free Environment-Resident acknowledges that East Georgia Housing Authority Partners’ adoption of a Smoke-Free Housing Policy, will not make East Georgia Housing Authority Partners the guarantor of Resident’s health or of the smoke free condition of the non-smoking portions of the property. However, East Georgia Housing Authority Partners will take reasonable steps to enforce the Smoke-Free Housing Policy. East Georgia Housing Authority Partners is not required to take steps in response to smoking unless East Georgia Housing Authority Partners has actual knowledge of the smoking and the identity of the responsible resident.
4. **East Georgia Housing Authority Partners Disclaimer**-Resident acknowledges that EGHAP adoption of a non-smoking living environment, does not in any way change the standard of care that EGHAP has under applicable law to render the property any safer, more habitable or improved in terms of air quality standards than any other rental premises. EGHAP specifically disclaims any implied or express warranties that the property will have any higher or improved air quality standards than any other rental property. East Georgia Housing Authority Partners cannot and does not warranty or

promise that the property will be free from secondhand smoke. Resident acknowledges that East Georgia Housing Authority Partners' ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Residents and Resident's guests. Residents with respiratory ailments, allergies or other condition relating to smoke are put on notice that East Georgia Housing Authority Partners does not assume any higher duty of care to enforce this Addendum than any other EGHAP obligation under the rental agreement.

5. Lease violation-Residents are responsible for the actions of their household, their guests and visitors. Failure to adhere to any conditions of this Addendum will constitute both a material non-compliance with the lease agreement and a serious violation of the Lease Agreement. In addition, resident will be responsible for all costs to remove smoke odor or residue upon any violation of this addendum, and any violation of this addendum shall result in \$250.00 fine being paid by lease holder.

ALL HOUSEHOLD MEMBERS 18 YEARS OF AGE AND OLDER SHALL EXECUTE THIS LEASE ADDENDUM:

RESIDENT:

Head of Household (SEAL)

Adult Household Member (SEAL)

Adult Household Member (SEAL)

Adult Household Member (SEAL)

MANAGEMENT
East Georgia Housing Authority Partners

By _____ (SEAL)
Authority Representative

Warrenton Housing Authority

Communities 001, 002 & 003

Monthly Tenant Dollar Allowance For Utilities

	Number of Bedrooms in Dwelling Unit						
	1 BR	2 BR	3 BR	4 BR			
Electricity	\$ 36	\$ 41	\$ 47	\$ 55			
Total	\$ 36	\$ 41	\$ 47	\$ 55			
Sr. Citizen's Total	\$ 12	\$ 17	\$ 23	\$ 31			

Senior Citizen's Discount:

Georgia Power Company (GPC) – Tenants age 65 or older, and an annual household income of \$14,355 or less, qualify for a \$24 monthly credit (\$18 pre-fuel credit + \$6 fuel cost recovery credit) from above electric amount. Tenants must make application with GPC for the monthly credit.

The Georgia State Office of HUD in PH Circular Vol. No. 06-02 dated January 18, 2006, states:

"The utility allowance provided by the PHA for qualified senior citizens and others as appropriate must be reduced to account for any and all discounts provided by the various utility providers. It is the resident's responsibility to request the discount from the suppliers. Remember the PHA knows the income of the residents and should know the requirements of the various discounts, thus it is the PHA's responsibility to properly implement the utility allowance regulation."

(No cooling or clothes dryers included in allowances.)

Effective Date: 2-22-22
Approved by: Laura Williamson
Interim Executive Director

Page 10

Date Revised: December 2, 2021

Communities 001, 002 & 003

Project Furnished Utilities

(No cooling or clothes dryers included in allowances.)

Electricity - Quarterly Allowance: Units (KWH)

	1 BR	2 BR	3 BR	4 BR		
Jan - Feb - Mar						
Apr - May - Jun						
Jul - Aug - Sep						
Oct - Nov - Dec						
Years Total						

Electricity - Monthly Allowance: Units (KWH)

January						
February						
March						
April						
May						
June						
July						
August						
September						
October						
November						
December						
Years Total						
Monthly Avg.						

Gas - Quarterly Allowance: Units (CCF)

	1 BR	2 BR	3 BR	4 BR		
Jan - Feb - Mar	191	225	299	349		
Apr - May - Jun	68	82	105	130		
Jul - Aug - Sep	48	60	71	92		
Oct - Nov - Dec	183	216	287	337		
Years Total	490	583	762	908		

Gas - Monthly Allowance: Units (CCF)

January	80	94	125	146		
February	57	67	89	104		
March	54	64	85	99		
April	36	42	58	69		
May	16	20	24	31		
June	16	20	23	30		
July	16	20	24	31		
August	16	20	24	31		
September	16	20	23	30		
October	34	40	54	65		
November	66	78	103	121		
December	83	98	130	151		
Years Total	490	583	762	908		
Monthly Avg.	41	49	64	76		

Water & Sewer - Monthly Allowance* (Units in thousands of gallons & hundreds of cubic feet)

Monthly (1000 gal)	3.55	4.71	5.58	6.44		
Monthly (CCF)	4.75	6.30	7.46	8.62		

* Includes 1.70 gals/minute showerheads, 1.60 gals/flush water closets, wash basin, washing machine & dishwashing.

Date Revised: June 21, 2019

Warrenton Housing Authority

Community 004

Monthly Tenant Dollar Allowance For Utilities

	Number of Bedrooms in Dwelling Unit					
	1 BR	2 BR	3 BR			
Electricity	\$ 36	\$ 41	\$ 47			
Gas	\$ 80	\$ 90	\$ 102			
Water	\$ 32	\$ 39	\$ 44			
Sewer	\$ 33	\$ 38	\$ 42			
Total	\$ 181	\$ 208	\$ 235			
Sr. Citizen's Total	\$ 141	\$ 168	\$ 195			

Senior Citizen's Discount:

Georgia Power Company (GPC) – Tenants age 65 or older, and an annual household income of \$14,355 or less, qualify for a \$24 monthly credit (\$18 pre-fuel credit + \$6 fuel cost recovery credit) from above electric amount. Tenants must make application with GPC for the monthly credit.

SCANA – Tenants age 65 or older, and an annual household income of \$14,355 or less, qualify for a 5 cent per ccf monthly credit. Tenants must make application with GNG for the monthly credit. This is in addition to the Senior Citizen discount offered by Atlanta Gas Light below.

Atlanta Gas Light (AGL) – Tenants age 65 or older, and an annual household income of \$14,355 or less, qualify for a \$14 monthly credit from AGL. Tenants must make application through their local provider for the AGL Senior Citizens/Low Income assistance.

The Georgia State Office of HUD in PH Circular Vol. No. 06-02 dated January 18, 2006 states: "The utility allowance provided by the PHA for qualified senior citizens and others as appropriate must be reduced to account for any and all discounts provided by the various utility providers. It is the resident's responsibility to request the discount from the suppliers. Remember the PHA knows the income of the residents and should know the requirements of the various discounts, thus it is the PHA's responsibility to properly implement the utility allowance regulation."

(No cooling or clothes dryers included in allowances.)

Effective Date: 02-22-22

Approved by: Laurie Williamson
Interim Executive Director

Page 12

Date Revised: December 2, 2021

**EAST GEORGIA HOUSING
AUTHORITY PARTNERS,
A CONSORTIA,
VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY**

I. Purpose and Applicability

The purpose of this policy (herein called “Policy”) is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth EGHAP’s policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by EGHAP of all federally subsidized public housing under the United States Housing Act of 1937 (42 U.S.C. §1437 et seq.). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

II. Goals and Objectives

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by EGHAP;
- C. Providing and maintaining housing opportunities for victims of domestic violence, dating violence, or stalking;
- D. Creating and maintaining collaborative arrangements between EGHAP, law enforcement authorities, victim service providers, and others to promote the safety and wellbeing of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by EGHAP; and
- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by EGHAP.

III. Other EGHAP Policies and Procedures

This Policy shall be referenced in and attached to EGHAP’s Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of EGHAP’s Admissions and Continued Occupancy Policy. EGHAP’s annual public housing agency plan shall also contain information concerning EGHAP’s activities, services or programs relating to domestic violence, dating violence, and stalking.

To the extent any provision of this policy shall vary or contradict any previously adopted

policy or procedure of EGHAP, the provisions of this Policy shall prevail.

IV. Definitions

As used in this Policy:

A. Domestic Violence – The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.”

B. Dating Violence – means violence committed by a person—

- (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (B) where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - (i) The length of the relationship.
 - (ii) The type of relationship.
 - (iii) The frequency of interaction between the persons involved in the relationship.

C. Stalking – means –

- (A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
- (B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –
 - (i) that person;
 - (ii) a member of the immediate family of that person; or
 - (iii) the spouse or intimate partner of that person;

D. Immediate Family Member - means, with respect to a person –

- (A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or

(B) any other person living in the household of that person and related to that person by blood or marriage.

E. Perpetrator – means person who commits an act of domestic violence, dating violence or stalking against a victim.

V. Admissions and Screening

Non-Denial of Assistance. EGHAP will not deny admission to public housing to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

VI. Termination of Tenancy or Assistance

A. VAWA Protections. Under VAWA, public housing residents have the following specific protections, which will be observed by EGHAP:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.

2. In addition to the foregoing, tenancy or assistance will not be terminated by EGHAP as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

(a) Nothing contained in this paragraph shall limit any other wise available authority of EGHAP or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant’s household. However, in taking any such action, neither EGHAP nor manager may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.

(b) Nothing contained in this paragraph shall be construed to limit the authorities of EGHAP or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or EGHAP, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service

to the property, if the tenant is not evicted or terminated from assistance.

B. Removal of Perpetrator. Further, notwithstanding anything in paragraph I.A.2. or Federal, State or local law to the contrary, EGHAP or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by EGHAP. Leases used for all public housing operated by EGHAP and, at the option of or managers shall contain provisions setting forth the substance of this paragraph.

VII. Verification of Domestic Violence, Dating Violence or Stalking

A. Requirement for Verification. The law allows, but does not require, EGHAP or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., EGHAP shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by EGHAP. Managers receiving rental assistance administered by EGHAP may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. HUD-approved form - by providing to EGHAP or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD- approved form, and the completed certification must include the name of the perpetrator.

2. Other documentation - by providing to EGHAP or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.
3. Police or court record by providing to EGHAP or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

B Time allowed to provide verification/ failure to provide. An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by EGHAP, or manager to provide verification, must provide such verification within 14 business days (i.e., 14 calendar days, excluding Saturdays, Sundays, and federally recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. Waiver of verification requirement. The Executive Director of EGHAP, or manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

VIII. Confidentiality

A. Right of confidentiality. All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to EGHAP or manager in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. requested or consented to by the individual in writing, or

2. required for use in a public housing eviction proceeding as permitted in VAWA, or
3. otherwise required by applicable law.

B. Notification of rights. All tenants of public housing shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

VIII. Transfer to New Residence

A. Application for transfer. In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, EGHAP will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

B. Action on applications. EGHAP will act upon such an application promptly [10 business days depending upon availability].

C. No right to transfer. EGHAP will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action.

D. Family rent obligations. If a family occupying EGHAP public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by EGHAP. In cases where EGHAP determines that the family's decision to move was reasonable under the circumstances, EGHAP may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.

X. Court Orders/Family Break-up

A. Court orders. It is EGHAP's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by EGHAP and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

B. Family break-up. Other EGHAP policies regarding family break-up are contained in EGHAP's Public Housing Admissions and Continuing Occupancy Plan (ACOP).

XI. Relationships with Service Providers

It is the policy of EGHAP to cooperate with organizations and entities, both private and governmental that provides shelter and/or services to victims of domestic violence. If EGHAP staff becomes aware that an individual assisted by EGHAP is a victim of domestic violence, dating violence or stalking, EGHAP will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring EGHAP either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. EGHAP's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which EGHAP has referral or other cooperative relationships.

XII. Notification

EGHAP shall provide written notification to applicants, tenants, and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

XIII. Relationship with Other Applicable Laws

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

XIV. Amendment

This policy may be amended from time to time by EGHAP as approved by the EGHAP Board of Commissioners.

NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT

U.S. Department of Housing and Urban Development

OMB Approval No. 2577-0286

Expires 06/30/2017

East Georgia Housing Authority Partners, a Consortia Notice of Occupancy Rights under the Violence Against Women Act

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **East Georgia Housing Authority Partners, a Consortia**, is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA."

Protections for Applicants

If you otherwise qualify for assistance under **East Georgia Housing Authority Partners, a Consortia**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under **East Georgia Housing Authority Partners, a Consortia**, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under **East Georgia Housing Authority Partners, a Consortia**, solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

EGHAP may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If EGHAP chooses to remove the abuser or perpetrator, EGHAP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, EGHAP must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, EGHAP must follow Federal, State, and local eviction procedures. In order to divide a lease, EGHAP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, EGHAP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, EGHAP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such

documentation, as described in the documentation section below.

(2) You expressly request the emergency transfer. Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

EGHAP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

EGHAP's emergency transfer plan provides further information on emergency transfers, and EGHAP must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking
EGHAP can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from EGHAP must be in writing, and EGHAP must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. EGHAP may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to EGHAP as documentation. It is your choice which of the following to submit if EGHAP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by EGHAP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that EGHAP has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, EGHAP does not have to provide you with the protections contained in this notice.

If EGHAP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), EGHAP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, EGHAP does not have to provide you with the protections contained in this notice.

Confidentiality

EGHAP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

EGHAP must not allow any individual administering assistance or other services on behalf of EGHAP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

EGHAP must not enter your information into any shared database or disclose your information to any other entity or individual. EGHAP, however, may disclose the information provided if:

- You give written permission to EGHAP to release the information on a time limited basis.
- EGHAP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires EGHAP or your landlord to release the information.

VAWA does not limit EGHAP's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, EGHAP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if EGHAP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If EGHAP can demonstrate the above, EGHAP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **HUD Atlanta Field Office at (404) 331-5136**.

For Additional Information

You may view a copy of HUD's final VAWA rule at www.HUD.gov.

Additionally, EGHAP must make a copy of HUD's VAWA regulations available to you if you ask to see them. For questions regarding VAWA, please contact **East Georgia Housing Authority Partners, a Consortia, at (706) 595-4878**.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY).

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Attachment: Certification form HUD-5382

Signature: _____

Date: _____

NOTIFICATION OF RIGHTS AND OBLIGATIONS
VIOLENCE AGAINST WOMEN ACT
LEASE ADDENDUM

To: All Public Housing Residents

From: East Georgia Housing Authority Partners

In January 2006, President Bush signed a law known as the Violence Against Women and Department of Justice Reauthorization Act of 2005. Portions of this law create new protections for victims of domestic violence, dating violence and stalking who are residents in public housing or who are assisted with section 8 rental assistance.

The following is a brief summary of the principal provisions of the new law, which is known as “VAWA”. Additional details are set forth in the housing authority VAWA policy delivered with this notice.

You should know that:

1. **Admissions:** The housing authority may not deny admission to a public housing project to any applicant on the basis that the applicant is or has been the victim of domestic violence, dating violence, or stalking (see VAWA Policy for definitions of these terms), if the applicant otherwise qualifies for assistance or admission.

2. **Lease terms:**

- An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of the victim of that violence.
- Additionally, your tenancy will not be terminated as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of your household, a guest or another person under your control, and you or an immediate family member is the victim.

You should also know that there are some limitations to these protections:

- Your tenancy may be terminated if the housing authority can demonstrate “an actual and imminent threat” to other tenants or to persons employed at or providing services to the development.
- So long as the housing authority does not apply a more demanding standard to you than to other tenants, your tenancy may be terminated for lease violations that are not based on an incident or incidents of domestic violence, dating violence or stalking for which

VAWA provides protections.

- If you claim protection under VAWA against termination of your tenancy, the housing authority may require you to deliver a certification concerning the incident or incidents that you believe raises the VAWA protections. If you do not deliver this certification within the time allowed, you will lose your legal protections under VAWA.

3. Certification: There are three ways to certify if the housing authority requests you to do so. The law allows you to fill out a HUD-approved form, which will be delivered to you by the housing authority, or you may provide a police report or court record, or you may have a professional person whom you consulted about the domestic violence, dating violence or stalking provide documentation as described more fully in the attached brochure. You must deliver the certification in one of these three ways within 14 business days after your receipt of the housing authority's request for certification.

4. Confidentiality: Information provided by you about an incident or incidents of domestic violence, dating violence or stalking involving you or a member of your household will be held by the housing authority in confidence and not shared without your consent, except that this information may be disclosed in an eviction proceeding or otherwise as necessary to meet the requirements of law.

5. Removal of Perpetrator of Physical Violence: VAWA contains a new provision of federal law that allows the housing authority to terminate the tenancy of, and evict, an individual tenant or other lawful occupant who engages in criminal acts of physical violence against family members. This action may be taken against the individual alone, without evicting, terminating the tenancy of, removing or otherwise penalizing other household members.

For additional information, please consult the attached housing authority VAWA policy.

I certify that I have received a copy of this Notification and the housing authority VAWA policy this date.

Print Name

Date: _____

Signature

Violence Against Women Policy (VAWA)

It is the policy of the East Georgia Housing Authority Partners to implement the Violent Against Women Act. East Georgia Housing Authority Partners will have in place a listing of battered women shelters, organizations that can assist them and their families from abusive situations, as well as other housing authorities that have a larger amount of units. The Housing Authorities of East Georgia Housing Authority Partners are a no nonsense agency, if the individual is in a battered situation and continues to let the batterer back in the unit then the housing authorities would then have no choice but to terminate that person's lease.

East Georgia Housing Authority Partners has adopted a form for each household member 18 years of age and older to sign if such incidents like this would happen.



Vehicle Registration Form

Name: _____ Phone: _____

Address: _____

Vehicle Information

Make: _____ Model: _____

Year: _____ Color: _____ License Plate: _____

Vehicle Owner Name: _____ Vehicle Driver Name: _____

Proof of vehicle registration must be submitted with this form.

Resident Signature: _____ Date: _____

Office Use Only

Date Received: _____ Vehicle Registration Received: yes no

Occupancy Signature: _____ Date: _____



U.S. Department of Housing and Urban Development

Office of Public and Indian Housing (PIH)



What You Should Know About EIV

A Guide for Applicants & Tenants of Public Housing & Section 8 Programs

What is EIV?

The Enterprise Income Verification (EIV) system is a web-based computer system that contains employment and income information of individuals who participate in HUD rental assistance programs. All Public Housing Agencies (PHAs) are required to use HUD's EIV system.

What information is in EIV and where does it come from?

HUD obtains information about you from your local PHA, the Social Security Administration (SSA), and U.S. Department of Health and Human Services (HHS).

HHS provides HUD with wage and employment information as reported by employers; and unemployment compensation information as reported by the State Workforce Agency (SWA).

SSA provides HUD with death, Social Security (SS) and Supplemental Security Income (SSI) information.

What is the EIV information used for?

Primarily, the information is used by PHAs (and management agents hired by PHAs) for the following purposes to:

1. Confirm your name, date of birth (DOB), and Social Security Number (SSN) with SSA.
2. Verify your reported income sources and amounts.
3. Confirm your participation in only one HUD rental assistance program.
4. Confirm if you owe an outstanding debt to any PHA.
5. Confirm any negative status if you moved out of a subsidized unit (in the past) under the Public Housing or Section 8 program.
6. Follow up with you, other adult household members, or your listed emergency contact regarding deceased household members.

EIV will alert your PHA if you or anyone in your household has used a false SSN, failed to report complete and accurate income information, or is receiving rental assistance at another address.

Remember, you may receive rental assistance at only one home!

EIV will also alert PHAs if you owe an outstanding debt to any PHA (in any state or U.S. territory) and any negative status when you voluntarily or involuntarily moved out of a subsidized unit under the Public Housing or Section 8 program. This information is used to determine your eligibility for rental assistance at the time of application.

The information in EIV is also used by HUD, HUD's Office of Inspector General (OIG), and auditors to ensure that your family and PHAs comply with HUD rules.

Overall, the purpose of EIV is to identify and prevent fraud within HUD rental assistance programs, so that limited taxpayer's dollars can assist as many eligible families as possible. EIV will help to improve the integrity of HUD rental assistance programs.

Is my consent required in order for information to be obtained about me?

Yes, your consent is required in order for HUD or the PHA to obtain information about you. By law, you are required to sign one or more consent forms. When you sign a form HUD-9886 (*Federal Privacy Act Notice and Authorization for Release of Information*) or a PHA consent form (which meets HUD standards), you are giving HUD and the PHA your consent for them to obtain information about you for the purpose of determining your eligibility and amount of rental assistance. The information collected about you will be used only to determine your eligibility for the program, unless you consent in writing to authorize additional uses of the information by the PHA.

Note: If you or any of your adult household members refuse to sign a consent form, your request for initial or continued rental assistance may be denied. You may also be terminated from the HUD rental assistance program.

What are my responsibilities?

As a tenant (participant) of a HUD rental assistance program, you and each adult household member must disclose complete and accurate information to the PHA, including full name, SSN, and DOB; income information; and certify that your reported household composition (household members), income, and expense information is true to the best of your knowledge.

Remember, you must notify your PHA if a household member dies or moves out. You must also obtain the PHA's approval to allow additional family members or friends to move in your home prior to them moving in.

What are the penalties for providing false information?

Knowingly providing false, inaccurate, or incomplete information is ***FRAUD*** and a ***CRIME***.

If you commit fraud, you and your family may be subject to any of the following penalties:

1. Eviction
2. Termination of assistance
3. Repayment of rent that you should have paid had you reported your income correctly
4. Prohibited from receiving future rental assistance for a period of up to 10 years
5. Prosecution by the local, state, or Federal prosecutor, which may result in you being fined up to \$10,000 and/or serving time in jail.

Protect yourself by following HUD reporting requirements. When completing applications and reexaminations, you must include all sources of income you or any member of your household receives.

If you have any questions on whether money received should be counted as income or how your rent is determined, ask your PHA. When changes occur in your household income, contact your PHA immediately to determine if this will affect your rental assistance.

What do I do if the EIV information is incorrect?

Sometimes the source of EIV information may make an error when submitting or reporting information about you. If you do not agree with the EIV information, let your PHA know.

If necessary, your PHA will contact the source of the information directly to verify disputed income information. Below are the procedures you and the PHA should follow regarding incorrect EIV information.

Debts owed to PHAs and termination information reported in EIV originates from the PHA who provided you assistance in the past. If you dispute this information, contact your former PHA directly in writing to dispute this information and provide any documentation that supports your dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV.

Employment and wage information reported in EIV originates from the employer. If you dispute this information, contact the employer in writing to dispute and request correction of the disputed employment and/or wage information. Provide your PHA with a copy of the letter that you sent to the employer. If you are unable to get the employer to correct the information, you should contact the SWA for assistance.

Unemployment benefit information reported in EIV originates from the SWA. If you dispute this information, contact the SWA in writing to dispute and request correction of the disputed unemployment benefit information. Provide your PHA with a copy of the letter that you sent to the SWA.

Death, SS and SSI benefit information reported in EIV originates from the SSA. If you dispute this information, contact the SSA at (800) 772-1213, or visit their website at: www.socialsecurity.gov. You may need to visit your local SSA office to have disputed death information corrected.

Additional Verification. The PHA, with your consent, may submit a third party verification form to the provider (or reporter) of your income for completion and submission to the PHA.

You may also provide the PHA with third party documents (i.e. pay stubs, benefit award letters, bank statements, etc.) which you may have in your possession.

Identity Theft. Unknown EIV information to you can be a sign of identity theft. Sometimes someone else may use your SSN, either on purpose or by accident. So, if you suspect someone is using your SSN, you should check your Social Security records to ensure your income is calculated correctly (call SSA at (800) 772-1213); file an identity theft complaint with your local police department or the Federal Trade Commission (call FTC at (877) 438-4338, or you may visit their website at: <http://www.ftc.gov>). Provide your PHA with a copy of your identity theft complaint.

Where can I obtain more information on EIV and the income verification process?

Your PHA can provide you with additional information on EIV and the income verification process. You may also read more about EIV and the income verification process on HUD's Public and Indian Housing EIV web pages at: <http://www.hud.gov/offices/pih/programs/ph/ihip/eiv.cfm>.

The information in this Guide pertains to applicants and participants (tenants) of the following HUD-PIH rental assistance programs:

1. Public Housing (24 CFR 960); and
2. Section 8 Housing Choice Voucher (HCV), (24 CFR 982); and
3. Section 8 Moderate Rehabilitation (24 CFR 882); and
4. Project-Based Voucher (24 CFR 983)

My signature below is confirmation that I have received this Guide.

Signature

Date



Move-In Forms Check List

ACOP Acknowledgement	
Bed Bug Video	
Beneficiary Assignment	
Community Service	
Criminal History	
Emergency Work Order	
Fee Schedule	
Flat Rent	
GA Power	
Grievance Form	
Housekeeping Policy	
Housekeeping Standards	
Housekeeping Video	
HUD 9886	
HUD 52675	
HUD 92006	
Limited Access & Barring Policy	
Mold & Mildew Policy	
One Strike and You're Out	
Pet Policy	
Reasonable Accommodation	
Rental Collection	
Security Camera Policy	
Security Deposit 1, 2, & Procedures	
Smoke Detector	
Smoke Free Policy	
Utility Allowances	
VAWA	
What You Should Know About EIV	
Monthly Rental Agreement	
Lease	

Head of Household

Date

EGHAP Staff

Date