

Section XXVI. DWELLING LEASE

**DWELLING LEASE
 Of
 NORTHWEST GEORGIA HOUSING AUTHORITY
 (Revised 10-26-16)**

State of Georgia
 County of Floyd

Name and/or No. _____
 Account Number _____

A. IDENTIFICATION OF PARTIES AND PREMISES

1. Northwest Georgia Housing Authority (hereinafter called "landlord" in this lease) relying upon the statement, certifications, and other information given by _____ (hereinafter called "resident") concerning the household composition, employment, and income of all family members as reported in resident's signed Application for Admission or Continued Occupancy, does hereby lease to resident under the terms and conditions of this lease. Resident, agreeing to such terms and conditions, does hereby lease and take possession of the premises designated as Apartment Address _____, of the Development, situated in _____, Georgia (hereafter called the "premises", "apartment", or "dwelling unit"), consisting of _____ bedrooms, designated by landlord as a family unit, elderly unit, disabled/handicapped unit (as designated by and "X" in the box).

2. Resident shall have the right to the use and occupancy of the premises as a private residence by individuals designated in the table below. The phrase "resident" is intended to encompass the following persons, both jointly and individually, whenever the word is used in this lease:

Names of Household Members	Social Security #	Date of Birth	Age	Relationship to Resident

3. If the head of household dies or leaves the dwelling unit permanently for any reason, the remaining family members may continue to occupy the unit if there is a least one household member (not a live-in aide) of legal age and capacity to execute the lease living in the household. A new lease must be signed to correct the family's composition in the tenant file.

NWGHA may permit an adult not on the lease to be a new head of household after the death or departure of the original head of household. This would usually occur when the only family members remaining in the unit are children, who otherwise would have to leave the unit. NWGHA will consider whether there are any remaining family members capable of executing a lease before permitting a new head of household in the unit.

The new head of household would be charged for any outstanding debt incurred by the former head or spouse. NWGHA may establish a payment plan with the new head of household, especially in the case where there could be an eviction due to delinquent amounts incurred by the former head.

NWGHA shall not hold remaining family members under age 18 responsible for the rent arrearages incurred by the former head of household, nor for any amounts incurred before a new head of household attained age 18.

_____ Initials

B. PAYMENTS DUE UNDER THIS LEASE

1. RENT: Rent is based on information provided by the resident regarding family composition and income sources. However, the minimum rent to be charged to any given person or family shall not be lower than **\$50.00.** All information must be provided prior to the signing of this lease, upon changes, and at annual re-certification, and will be verified by the Housing Authority. False statements are punishable under Federal Law Section 1001 of Title 18 of the U.S. Code.

Total Resident Payment:	\$ _____	Minimum Rent:	\$ _____
Utility Allowance:	\$ _____	Flat Rent:	\$ _____
Resident Rent:	\$ _____		

- a. A charge of \$10.00 shall be due and payable immediately for all rent payments and other charges not received by the close of business on the 5th working day of the month unless resident has been issued a WRITTEN authorization for such lateness by the Housing Authority. Continued late payment of rent may be considered grounds for termination of this lease.
2. Payment Location
 - a. All payments may be made at the NWGHA Property Manager's Office or any local bank that accepts rental payments upon presentation of a rental statement (Rockmart Only). The payment must be made by the 5th working day of each month. After the 5th working day, payments can only be made at the Property Manager's location at _____.

NWGHA will not accept cash over \$10.00. There will be a \$25.00 charge on any returned check; thereafter, no further checks will be accepted.

3. This lease agreement shall automatically be renewed for successive term of one year, unless the family/tenant fails to comply with and satisfy the community service requirements. Failure to comply with and completely satisfy community service requirements, as established by HUD, shall be grounds for non-renewal of this lease agreement.
4. MINIMUM RENT HARDSHIP EXEMPTION: All NWGHA families, under the law, can request a minimum rent hardship, and that determination is subject to NWGHA grievance procedure. If the family requests a hardship exemption, the minimum rent requirement is immediately suspended.
 - a. The minimum rent is suspended for the following situations:
 - 1) The family has lost eligibility for assistance and is awaiting an eligibility determination for a Federal, State or local program;
 - 2) A family may be evicted due to the imposition of the minimum rent requirement;
 - 3) The family's income has decreased due to changed circumstances including loss of employment;
 - 4) Exemption may not be provided if said hardship is determined to be temporary; the family must provide NWGHA with documentation of hardship under the circumstances.
 - b. Should NWGHA determine that the hardship is temporary, the minimum rent shall then be imposed; however, the family will not be evicted for non-payment during the ninety (90) day period commencing on the date of the family's request for exemption of minimum rent in excess of the resident rent otherwise payable. A reasonable repayment agreement is an option for any such rent not paid during that period. If the family,

thereafter, demonstrates that the financial hardship is long-term duration, NWGHA shall retroactively exempt the family from the minimum rent requirement.

- c. If the resident is denied the minimum rent hardship, the resident is entitled to file a grievance and NWGHA may not require the resident to make an escrow deposit to obtain said hearing.

5. SECURITY DEPOSIT

- a. Residents must pay a security deposit of \$225.00. If the full deposit cannot be paid at once, then resident may pay a minimum of \$50.00, upon execution of this lease. The balance shall be paid in installments. Payments shall be paid in amounts of \$35.00 per month and are due no later than the close of business on the 5th working day of each month until the full amount of security deposit is paid. Failure to comply with the terms of this section shall be considered a serious violation of the terms and conditions of this lease.
- b. Refund of Security Deposit. The head of household understands that if he/she vacates the unit voluntarily or involuntarily, the landlord is entitled to retain his/her security deposit for application towards any outstanding balance remaining in the resident's account. The balance of the security deposit (if any) will be refunded to head of household upon termination of the lease provided:
 - 1) Rent and other charges have been paid in full.
 - 2) There is no damage to the apartment or its equipment beyond that due to normal wear and tear.
 - 3) In addition, Resident shall pay all court costs, expenses, and attorney fees incurred in enforcing this lease or in recovering possession of dwelling unit unless resident prevails in such legal action.

Any portion of the security deposit that is not retained by management for the reasons above will be refunded to Resident within thirty – (30) days after the lease is terminated. An itemized statement of any deductions retained by Management from the security deposit, together with a check for any unused balance will be mailed to the resident at such forwarding address as is furnished by resident.

6. UTILITIES, SERVICES

- a. The Housing Authority will furnish a UTILITY ALLOWANCE, as provided in the current "Schedule of Utility Allowances". Attached to and a part of this lease is a copy of the current schedule of utilities that has been adopted by the landlord. Elderly residents 65 years or older who qualify shall apply for the elderly deduction from the electric and gas provider. NWGHA will deduct the allowance provided by service provider from the Housing Authority Utility Allowance. The landlord reserves the right to amend this schedule of utilities as required, and to make appropriate interim changes in rent if necessitated by changes in schedule of utilities. Changes in the schedule of utilities will be made in accordance with Federal regulations, and such changes will be made only after the appropriate notice period has expired, and only after appropriate notice of the change has been given to the resident, either directly or by mail or by posting as required by Federal regulations.
- b. The Head of Household shall be responsible for securing utilities (gas and electricity) not supplied by the landlord and shall pay directly to the utility provider all deposits and charges necessary to secure and maintain services. Failure of the resident to secure uninterrupted service because of non-payment of utilities or other reasons under the resident's control shall be considered a serious violation of the terms and conditions of this lease and grounds for termination of this lease. The resident shall be liable for any fire damage or any other damages suffered by the landlord (or any of its other Residents)

caused by failure of the resident to maintain or to secure utility service not furnished by the landlord. The resident shall pay insurance deduction of \$1,000 toward any NWGHA damage claim.

- c. The Housing Authority shall not be liable for failure to supply utility services for any cause, unless the Housing Authority acted intentionally or negligently in not supplying utility service.
- d. Illegal tampering with utility metering devices, pursuant to state and local laws, shall be considered a violation and grounds for termination of this lease.
- e. Utilities must be secured by the Resident in the same name of the head of household. The head of household must present proof that utilities are secured in his/her name before lease is executed.
- f. Without limitation, the landlord will assume no responsibility for damage to food in the landlord-provided refrigerator or in any other refrigerator or freezer, including damage from loss of food caused by the failure of landlord-owned equipment, electrical wiring or any other cause. This exclusion shall not be applicable if such food loss is caused by a negligent or intentional omission by the landlord or its agents.
- g. The resident agrees to maintain sufficient heat to prevent freezing of piped water. If for any reason, the resident is unable to maintain sufficient heat, he/she shall immediately notify the Authority. Failure to notify the Authority of frozen or damaged water pipes is grounds for termination of this lease pursuant to Section N (3).
- h. The landlord reserves the right to select the gas marketer for all apartments. Transfer of gas service to any other marketer is a lease violation and may result in eviction.
- i. Resident agrees to abide by any local ordinances and/or NWGHA rules restricting the use of space heaters.

7. MAINTENANCE, REPAIR AND SERVICES

- a. The resident will pay charges for maintenance and repair beyond normal wear and tear, as reflected in the current "Schedule of Resident Charges" posted in the Property Manager's Office. The exemption of the Resident's maintenance obligation for age or physical disability is to cover age or any disability, not just a physical disability.
- b. "Normal wear and tear" means deterioration that results from the intended use of a dwelling, including breakage or malfunction due to age or deteriorated conditions; but the term does not include deterioration that results from negligence, carelessness, accident or abuse of the dwelling unit, or equipment by the Resident, or by a member of the Resident's household, or by a guest of the resident.
- c. Such charges are due and collectible fourteen (14) days after NWGHA has given written notice of such charges. Failure to pay such charges on the fifth (5th) working day of the month following the date due shall be considered a serious violation.

C. RE-EXAMINATION OF RENT AND FAMILY COMPOSITION

1. Once a year, or as otherwise required by the landlord, the resident agrees to furnish accurate information regarding the following:
 - Family Composition
 - Age of family member(s)
 - Annual income and source of income for all family members
 - Deductions for computing adjusted income
 - Assets

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- Community Service and economic self-sufficiency activities and exempt status of all family members
- Citizenship or eligible immigrant status of any new family members
- Social Security and birth certificate of any new family member

The above information will be used by the landlord in re-determining rent, dwelling size and continued eligibility for assisted housing. NWGHA is required to re-examine the family composition of families paying income based rent and flat rent.

- a. In the event of failure or refusal of the resident to report such information as required, the landlord may terminate this lease.
 - b. The re-examination of rent and family composition will be made in accordance with the landlord's computation of rents and the landlords posted policies governing occupancy.
 - c. When the landlord re-determines the amount of rent payable by the resident or determines that the resident must transfer to another unit based on family composition the landlord shall notify the resident of his/her right to ask for an explanation stating the specific grounds of the landlord's determination. If the resident does not agree with the determination, the resident may request a hearing under the landlord's grievance procedure.
2. Monthly rent shown on Page One of this lease, or as adjusted in accordance with the provisions herein, will remain in effect for the period between regular rent determinations, unless there is a change in family income or family composition.
 3. Within ten (10) calendar days after there is a change in family income or family composition, the resident agrees to provide to the landlord verifiable information regarding any such changes in writing.
 4. Changes in rent will be made as follows:
 - a. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances or change in Federal law or regulations, provided Resident reported the change in writing in a timely manner, as specified in #10 above (when change is based on new circumstances).
 - b. In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported in writing within 10 days of the occurrence, the increase will become effective the first day of the second month following the month in which the change was reported.
 - c. In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective the first day of the second month following the month in which the Authority notifies the Resident of the law or regulatory change.
 - d. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income, the Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
 - e. If management decides in its discretion to establish a "Temporary Total Resident Payment", the Head of Household will be notified of this action. When appropriate rent is finally determined, it will be effective retroactive to the date of admission or re-examination, and residents shall be required to pay to management any difference between the amount finally determined as due and the amount paid as a "Temporary Total Resident Payment". In the event residents have paid more than is required, management will credit Head of Household's account with the overpayment. At any special re-examination, all factors relating to both rent and eligibility of each resident shall be considered.

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- f. **Retroactive Rent.** In the event resident is assessed retroactive rent under any portion of this lease for any reason, any and all such amounts shall be considered rent just as much as any current amounts due under this lease, and shall be due in full upon assessment. Resident may be dispossessed immediately for non-payment of such retroactive rent. Management may, at its option, decline to terminate this lease and may allow resident to execute a retroactive rent repayment agreement. Any default under any such agreement shall automatically be deemed as a serious violation of this lease and in order to remain in possession of the premises, head of household must remain current on payments under this lease and under any retroactive rent repayment. Should head of household file or have filed against him/her any case under the Bankruptcy code, payments under such agreement shall be considered part of this lease for all purposes, including assumption or rejection of executory contracts and unexpired leases under 11 U.S.C. 365.
 - g. When a resident willfully withholds information on income by re-certifying or signing a zero income verification form during a time this resident is discovered to have received income, this will be considered fraud and may result in eviction and possibly prosecution.
5. No adjustment of rent either upward or downward is to be made except at the time of a regular or special re-examination, unless:
- a. There is a change in the resident's family composition. (Additions to the family, other than through birth, adoption or court awarded custody of a child to a family member on the lease, must be approved by management in advance.)
 - b. There is a change in family income, except regular increases in wages on the same job or periodic increases in government benefits not related to other changes in income or family composition.
 - c. A hardship occurs. (A hardship is interpreted to mean the occurrence of a situation that would warrant a reduction in rent based on the current definition of income and maximum rent-to-income ratio.)
 - d. There is a need to correct an error. (The rent increase or decrease will be made as appropriate based on the circumstances.)
6. **Changes in Lease, Apartment size and Misrepresentation or Failure to Report.** If on the basis of information furnished by any resident or gathered by other sources, management determines that:
- a. Any resident's income or other family circumstances warrant a change in rent under management's approved schedule or rents posted in site offices, management will mail or deliver to head of household a written "Notice of Rent Adjustment" and such notice of rent adjustment shall automatically constitute an amendment to this lease;
 - b. Head of Household's family composition no longer conforms to management's occupancy standard (ACOP or any other applicable Federal or State standard or regulation) for the unit occupied, head of household agrees to transfer, within three (3) working days after management issues resident a Notice to Transfer and issue keys to new unit, to an appropriate sized dwelling unit based on family composition. (All transfers shall be made in accordance with management's transfer policy in ACOP).
 - c. Head of Household misrepresented or failed to report facts (or changes in the facts) upon which the head of household's rent is based so that he/she is paying less than he/she should be paying (or if any resident has misrepresented facts with the same result), the Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred. (Each resident, jointly and severally, may be required to pay within seven (7) days of written notification by management the difference between the rent that has been paid and the amount that should have been paid,

and in addition, any resident misrepresenting any fact may be subject to civil and criminal penalties, including termination of head of household's lease);

- d. Any resident that has misrepresented or failed to report information, whether intentionally or not, in order to appear as eligible for public housing at the time of admission or re-examination, head of household and all residents may be required to vacate even though he may currently be eligible to remain in the premises.

D. RESIDENT'S OBLIGATIONS

Resident agrees:

1. Not to assign the lease, nor sublease the dwelling unit.
2. To provide complete and accurate information to NWGHA.
3. Not to provide accommodation to long term guests (in excess of 14 days) without advance written consent by this Authority.
4. Not to provide accommodations for boarders or lodgers without the written consent of NWGHA.
5. To use the dwelling unit solely as a private dwelling for the resident and the resident's household as identified in the lease, and not to use or permit its use for any other purpose except as provided for in Section A (2) of this lease.
6. To abide by necessary and reasonable regulations promulgated by management from time to time for the benefit and well being of the neighborhood and the residents as outlined in management's Admissions and Continued Occupancy Policy (or amendments thereto) that is posted in the neighborhood office and incorporated in this lease by reference, and as outlined in any "Rules of Resident Conduct" (including rules as to criminal misconduct) which be now or hereafter adopted. Such rules shall be posted in the neighborhood office and are incorporated into this lease by reference. The Resident hereby acknowledges receipt of all such rules of conduct. _____ Initials.
7. To keep the dwelling unit and other such areas as may be assigned to Resident for exclusive use in a clean and safe, and sanitary condition. This responsibility requires that each resident shall keep and maintain front and rear entrances and walkways of each unit free from hazards and trash and also requires keeping and maintaining the resident's unit's yard free of debris and litter. **Residents must remove their unit's trash cans from the curb within 24 hours. If not removed, residents will be fined a fee of \$25.00.** Exceptions to this requirement may be made for Residents who request, in advance of any violation, a reasonable accommodation due to age or qualifying disability. Residents who receive three (3) violations for trash in yard **or failure to return trash cans** within a six month period will be subject to immediate eviction due to a substantial and material lease violation.
8. To comply with all obligations imposed upon residents by applicable provisions of building and housing codes that material affect health and safety.
9. To keep the premises and such other areas as may be assigned to the resident for the resident's exclusive use in a clean, sanitary, and safe condition. Resident also agrees to keep the rented premises free and clear of any tripping hazards, trash, and debris.
10. To dispose of all ashes, garbage, rubbish and other waste from the premises in a safe and sanitary manner.
11. To use, only in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating, air conditioning, other appliances, and facilities, including elevators.

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12. To pay reasonable charges (other than for wear and tear) for the repair of damages to the premises or to the community (including damages to community buildings, facilities or common areas) caused by the Resident, a member of the resident's household or a guest.
13. Not to keep or use flammable materials on the premises, such as gasoline, kerosene, gun powder, mineral spirits, turpentine, paint, motor oil, or other flammable materials or explosives (including fireworks).
14. Not to display any posters and/or signs, and not to use tacks, nails, screws, or any fasteners on any part of the premises except and under the conditions prescribed by the Landlord.
15. Not to keep or allow dogs, cats, or any other animals or pets on the premises without the prior written consent of the landlord and in accordance with the landlord's Pet Policy.
16. To pay, when due, all charges under this lease; to obtain written approval from management for installing a ceiling fan; fan must be installed by a licensed electrician, and the cost of taking the fan down will be the responsibility of the resident vacating the unit.
17. Not to install any clothes dryer, additional telephones, fences, additional locks, fixtures, radio or television antenna, satellite dishes, or make any other alterations to the premises, interior or exterior, without the prior written conditions given by the landlord for such consent.
18. To immediately report to the landlord any accident or injury or damage to pipes, toilets, drains, electric wires, equipment, or other property of the landlord, and any breakage or loss of any kind. To immediately report any condition inside or outside the unit that may be considered a threat to health and safety of residents, guests, and NWGHA staff such as roach infestation and bed bugs.
19. Residents shall be responsible for repair or removal of air conditioners that are not operating properly or that are overloading the electrical circuits causing the circuit breaker to disengage. Management reserves the right to require any air conditioner that is not working properly, causing damage or improperly installed to be removed. The Department of Housing and Urban Development regulations do not provide utility allowance for operations of window air conditioners. Therefore, residents will operate air conditioners at their own expense. NWGHA will not install, maintain, or renew personal air conditioners for residents.
20. To park motorized vehicles only in designated parking areas and never on grassed areas; not to display vehicles for sale; not to grease, change the oil, wash or make major repairs to such vehicles; not to leave or park motorized vehicles in an inoperable condition on Housing Authority premises (abandoned vehicles will be treated in accordance with local laws);
21. That all personal property placed in the apartment, or any other place attached hereto, shall be at resident's sole risk and management shall not be liable to any resident or resident's family, guests or any other for damage, loss, theft or destruction thereof unless caused by the negligence or intentional acts of management. **HEAD OF HOUSEHOLD AND ALL OTHER RESIDENTS ARE URGED TO OBTAIN INSURANCE ON PERSONAL PROPERTY, AS THE AUTHORITY'S INSURANCE DOES NOT COVER PERSONAL LOSSES.**
22. To notify the landlord on or before any extended absence from the premises in excess of fifteen (15) calendar days.
23. To report to landlord within ten (10) calendar days after there is a change in family income or family composition and to provide the landlord verifiable information regarding such changes (see also Section D of this lease).
24. To complete an application, or other written request for the addition of a family member due to marriage or other legitimate reason, prior to the person or persons moving into the premises.

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25. To perform seasonal maintenance or other maintenance tasks where performance of such tasks by the residents of dwelling units of a similar design and construction is customary. Residents unable to perform such tasks because of age or disability are exempt from this obligation.
26. To transfer to an appropriate sized dwelling unit based on family composition, upon notice by the landlord that such a dwelling unit is available.
27. To furnish complete and accurate written information in a timely manner.
28. To promptly remove any personal property left on the landlord's property when the resident leaves, abandons or surrenders the dwelling. Any property left by resident or household in or about the premises after vacating of the unit, will be considered as abandoned and may be disposed of by the Housing Authority according to local laws.
29. To provide to the landlord, within fifteen (15) calendar days, advance notice of intent to vacate and terminate this agreement. The notice shall be in writing and delivered to the Property Manager's office or sent by U.S. Mail properly addressed. Upon termination of this agreement, the resident agrees that the dwelling shall not be considered "vacated" for rental charge purposes only until such time as the keys are returned and the landlord accepts the unit.
30. Not to apply any kind of wall coverings and/or paint, or floor coverings without prior written permission of management. The resident agrees not to build fences. The resident further agrees not to cut or abuse trees or shrubbery nor allow their children or guests to do so.
31. To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of NWGHA. To make no changes to locks or install new locks on exterior doors without NWGHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by NWGHA.
32. For each adult in the Resident household to perform at least eight (8) hours per month of qualifying community service (as specified by NWGHA) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program. Supplemental Nutrition Assistance program (SNAP) – Food Stamps
33. To complete a "Zero Income Verification" annually during the annual re-certification as long as the family reports there is no household income.
34. To store cooking grills on the rear porch and never use said grill on or near a covered porch. Residents will be found responsible for any damage to building, ground, etc., as a result of improper use.
35. To cooperate with management in providing routine pest control service and/ or bed bug treatments.
36. Any violation of this Section, "D", may be considered a serious violation of the terms and conditions of the lease.
37. Repeated violations of this Section and Section E will be considered a serious violation of the terms and conditions of the lease.

E. CODE OF CONDUCT

Resident agrees;

1. To refrain from, and to cause the household members and guests to refrain from, destroying, defacing, damaging, or removing any part of the premises or community. The term "guest" means any person on or in the NWGHA premises with the consent of any resident household member.

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2. To refrain from acting, permitting, and/or causing household members or guests to act, in a manner that disturbs or disrupts other residents' (and/or their authorized guests) peaceful enjoyment of their premises or accommodations and to also refrain from engaging, or permitting guests, to engage in any ***loitering on sidewalks, vehicles, and walls in, near, or around housing authority premises.***
3. To ensure that the resident, any member of the household, a guest, or another person under resident's control, shall not engage in:
 - a. Any criminal activity on or off the landlord's premises that the landlord determines may interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, employees of the landlord or any other person lawfully on the landlord's premises. **Criminal Activity is defined to also include and mean theft or conversion of NWGHA property, equipment, and/or services.**
 - b. Any drug-related criminal activity on or off such premises; or any activity by a resident or guests in which the landlord determines that a resident or guest is illegally using a controlled substance.
 - c. Any abuse of alcohol or other controlled substance, as determined by the landlord that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents, employees of the landlord, or persons legally on the premises.

(The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, any controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).)

ZERO TOLERANCE POLICY: The landlord has a Zero Tolerance Policy with respect to violation of lease terms regarding drug and/or criminal activity. The resident and/or guests who engage in drug and other criminal activity will face swift eviction without an arrest or conviction.

If a resident engages in drug related and/or criminal activity and is under the age of 18, NWGHA may at its discretion choose not to terminate the lease if the family demonstrates, to the Authority's satisfaction, successful participation and completion of family counseling and/or a suitable drug rehabilitation program. The resident family and/or the head of household shall be solely responsible for the cost of any counseling and/or drug rehabilitation. The family must provide documentation from a licensed counselor that the family has completed said counseling or provide whatever other documentation the Authority requires or requests.

For purposes of this policy, "the family" must include the head of household and the family member involved.

4. To refrain from any illegal or other activity that may be detrimental to or impair the physical or social environment of the community.
5. To act in a cooperative manner with neighbors and NWGHA staff. To refrain from and cause members of Resident's household or guests to refrain from acting or speaking in an abusive or threatening manner, using profanity toward neighbors and NWGHA staff including displaying offensive material.
6. To refrain from erecting or hanging satellite or television antennas on or from any part of the dwelling unit.
7. Not to brandish or illegally discharge any firearms. All firearms possessed by a resident must be stored unloaded. Firearms must be unloaded when transported on NWGHA property. Any resident possessing a handgun must comply with the local registration laws and any other applicable federal or state laws or requirements. This obligation applies to both handguns and long-guns (which includes but is not limited to rifles, shotguns and air powered rifles). Any

violation of this obligation will be considered a threat to the community and may result in eviction.

8. To meet with representatives to correct any violation (other than a lease termination of tenancy/demand for possession) within seven (7) calendar days of receipt of written notice from the landlord of the specific alleged violation, except as provided to the contrary herein.
9. Not commit, or allow members of the resident's household to commit, any fraud in connection with any federal housing assistance program, and not to receive or allow members of the resident's household to receive assistance for occupancy of any other dwelling assisted under any federal housing assistance program during the term of this agreement or any subsequent renewals.
10. To read and review NWGHA newsletter monthly for the current list of banned persons and shall be responsible for not permitting any such banned person in or around his/her unit. The resident or family member agrees that any person who is under a "no trespassing" notice will not be allowed in or near the dwelling unit. It will be a serious violation of this lease to allow any such person in or near the dwelling unit, which may result in eviction.
11. A criminal conviction or arrest is not necessary for this lease to be terminated and for eviction actions to begin. Any criminal activity or drug-related activity is cause for termination of this lease and for eviction under this section without an arrest or conviction.
12. Repeated violations of this Section E will be considered a serious violation of the terms and conditions of the lease.

F. PARKING STICKERS AND IDENTIFICATION CARD

1. All residents must secure parking placards for all vehicles owned and operated by the head of household or any leaseholder.
 - a. Parking placards may be picked up from the Property Manager's office of the development or other specified location by the head of household or spouse ONLY. (Head of household or spouse must present documentation of ownership of vehicle and insurance coverage).
 - b. Documentation required to obtain a parking placard: driver's license, vehicle registration, and proof of insurance. (All vehicles owned by residents or leaseholders must be registered).
 - c. A lost parking placard may be replaced at a cost of fifty cents (\$.50).
 - d. When a vehicle has been replaced, bring the parking placard and information needed to register the new vehicle. When a resident's vehicle is on the premises of NWGHA the parking placard must be displayed from the rearview mirror of the vehicle.
 - e. Temporary parking placards are available for extended guests. For more information, contact NWGHA.
 - f. All members of the household, ages fourteen (14) and older, will be issued a picture identification card by the Authority at the time of occupancy and/or continued occupancy for verification of tenancy.
 - g. Failure to obtain a picture ID and/or parking placard from the Authority is a serious violation and shall be grounds for termination of this lease.
2. Resident agrees:
 - a. To remove from NWGHA property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by NWGHA. Any inoperable or unlicensed vehicle as described above will

be removed from NWGHA property at Resident's expense. Automobile repairs are not permitted on project site.

- b. Motorized vehicles properly parked on management's property or the streets shall be in running condition, have fully inflated tires and current license plates.
- c. To pay cost of towing improperly parked motorized vehicles and motorized vehicles (placed on the premises by resident or his guests) that are not in running condition (i.e. with deflated tires, expired license plates, etc., lack of proper parking placard, etc.).
- d. To pay for any damages to lawns and Authority property caused by improper operation or parking of motorized vehicles.

G. RESIDENT'S RIGHT TO USE AND OCCUPANCY

1. The resident and members of the household, who are authorized to reside on the premises in accordance with the lease, shall have the right to exclusive use and occupancy of the premises, including reasonable accommodation of guests. For purposes of this lease, the term "guest" means a person on the premises with the consent of a household member.
 - a. Upon consideration, the Housing Authority may, but is not obligated to, authorize an extension beyond the fourteen (14) day period. Such extension must be in writing and signed by an agent of NWGHA.
2. With the prior written consent of the landlord, the resident and members of the household may engage in legal, profit-making activities on the premises when the landlord determines that such activities are incidental to the primary use of the premises for a residence by members of the household.
 - a. NWGHA's consent must be given prior to commencement of any profit-making activities in the unit.
 - b. The decision to approve/disapprove will be made on a case-by-case basis.
3. With the prior written consent of the landlord, a foster child or a live-in aide may reside on the premises. The factors considered by the landlord on determining whether or not consent is granted may include:
 - a. Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available.
 - b. The landlord's obligation to make reasonable accommodation for handicapped persons.

Live-in aide means a person who resides with an elderly, near elderly (50-61), or disabled person and who:

- 1) Is determined to be essential to the care and well-being of the person
- 2) Is not obligated for the support of the person; and
- 3) Would not be living in the unit except to provide the necessary supportive services.

Written verification will be required from a reliable, knowledgeable professional such as a doctor, social worker, or caseworker before approval can be given for use of a live-in aide.

H. HOUSING AUTHORITY OBLIGATIONS

NWGHA will be obligated, other than for circumstances beyond its control, as follows:

1. To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.

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2. To make necessary repairs to the dwelling unit within a reasonable time period upon receiving a work order from the Resident.
3. To maintain the building premises, facilities and common areas, not otherwise assigned to the resident, for maintenance and upkeep, in a decent, clean, safe and sanitary condition.
4. To maintain in good and safe working order the electrical, plumbing, sanitary, heating and ventilating systems and other facilities and appliances (provided by NWGHA only), including elevators supplied or required by the Housing Authority.
5. To maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual resident family) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the resident in accordance with Section D (10) of this lease.
6. To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the premises is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the resident and supplied by a direct utility connection.
7. To post schedules of special charges for services, repairs and utilities and rules and regulations that are incorporated by reference in this lease at the landlord's office and to furnish such documents to the resident and applicants upon request. Such schedules, rules and regulations may be modified from time to time by the landlord provided that the landlord shall give at least thirty (30) days written notice to each affected resident setting forth the proposed modification, the reason thereof, and providing the resident an opportunity to present written comments that shall be taken into consideration by the landlord prior to the proposed modification becoming effective. A copy of such notice of proposed modification shall be:
 - a. Delivered directly or mailed to each resident; or
 - b. Posted in at least three (3) conspicuous places within each structure or building in which the affected premises are located, as well as in a conspicuous place in the community office, or if none, similar central business location within the community.
8. To notify Resident of the specific grounds for any proposed adverse action by NWGHA. (Such adverse action includes, but is not limited to: a proposed lease termination, transfer of Resident to another unit, change in amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When NWGHA is required to afford Resident the opportunity for a hearing under the NWGHA grievance procedure for a grievance concerning a proposed adverse action:
 - a. The notice of proposed adverse action shall inform the resident of the right to request such hearing. In the case of a lease termination, a notice of lease termination, that complies with 966.4(1)(3) shall constitute adequate notice of proposed adverse action.
 - b. In the case of a proposed adverse action other than a proposed lease termination, NWGHA shall not take the proposed action until time to request such hearing has expired or (if hearing was timely requested) the grievance process has been completed.
9. To notify the local post office when an individual or family has been evicted for criminal activity and that this individual or family no longer resides in the unit.

I. DEFECTS HAZARDOUS TO LIFE, HEALTH, OR SAFETY

In the event the dwelling unit is damaged to the extent that conditions are created that are hazardous to life, health, or safety of the resident:

NWGHA Responsibilities

1. NWGHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Resident, provided if the damage was caused by Resident, household members, or guests, the reasonable cost of the repairs shall be charged to Resident.
2. Resident shall be held responsible for paying the insurance deductible provided the damage was caused by Resident, household members, or guests.
3. NWGHA shall offer Resident a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. NWGHA is not required to offer Resident a replacement unit if Resident, household members, or guests caused the hazardous condition.
4. Resident shall accept any replacement unit offered by NWGHA.
5. In the event NWGHA, as described above cannot make repairs, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Resident rejects alternative accommodations or if Resident, household members, or guests caused the damage.
6. If NWGHA determines that the dwelling unit is untenable because of imminent danger to the life, health, and safety of Resident, and Resident refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Resident.

Resident Responsibilities

1. The resident shall immediately notify the landlord of any damages.
2. Resident shall immediately notify the Property Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Resident believes he/she is justified in abating rent.
3. Resident agrees to continue to pay full rent, less the abated portion agreed upon by NWGHA, during the time in which the defect remains uncorrected.
4. Smoke Alarm/Carbon Monoxide Detectors: Disconnection of the smoke alarm and/or the carbon monoxide (CO) detectors is not only a safety hazard; it is also a violation of the Lease Agreement. It is the resident's responsibility to notify NWGHA if any smoke alarm or CO detector is not functioning properly. Failure to do so, or disconnecting the smoke alarm or the CO detector, will result in a penalty charge to the resident and/or the resident being held liable for damage due to fire, or termination of lease. The first violation will result in \$75.00 fine. Second violation will result in eviction.
5. Blocked Egress – All rooms must have at least two means of egress with the exception of bathroom(s) and closet(s). If at any time a window and/or doorway is blocked for any reason preventing exit, it is a safety hazard; it is also a violation of the Lease Agreement. Residents must not allow any exit to be blocked. The first violation will result in \$75.00 fine. Second violation will result in eviction.

J. ENTRY OF THE DWELLING UNIT DURING OCCUPANCY

1. Resident Responsibilities
 - a. Resident agrees that the duly authorized agent, employee, or contractor of NWGHA will be permitted to enter Resident's dwelling during reasonable hours (8:00 am to 9:00 pm) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.
 - b. When Resident calls to request maintenance on the unit, NWGHA shall attempt to provide such maintenance at a time convenient to Resident. If Resident is absent from the dwelling unit when NWGHA comes to perform maintenance, Resident's request for maintenance shall constitute permission to enter.
2. NWGHA's Responsibilities
 - a. NWGHA shall give Resident at least 48 hours written notice that NWGHA intends to enter the unit. NWGHA may enter only at reasonable times.

- b. NWGHA may enter Resident's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists and/ or work order.
- c. If Resident and all adult members of the household are absent from the dwelling unit at the time of entry, NWGHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

K. PRE-OCCUPANCY, PRE-EXAMINATIONS, AND INSPECTIONS

1. Move-In Inspection

NWGHA and Resident or representative shall inspect the dwelling unit prior to occupancy by Resident. NWGHA will give Resident a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by NWGHA and Resident and a copy of the statement retained in Resident's folder. NWGHA will correct any deficiencies noted on the inspection report, at no charge to Resident.

2. Move-Out Inspection

NWGHA will inspect the unit at the time Resident vacates and give Resident a written statement of the charges, in any, for which Resident is responsible. Resident and/or representative may join in such inspection, unless Resident vacates without notice to NWGHA.

- 3. Inspections will be conducted each year. Additional inspections (housekeeping), monthly and/or quarterly shall be conducted to correct deficiencies. Failure to pass these inspections may result in termination of this lease.

L. NOTICE PROCEDURES

1. Resident Responsibility

Any notice to NWGHA must be in writing, delivered to the Project Manager's Office or to NWGHA's Central Office, or sent by prepaid first-class mail, properly addressed.

2. NWGHA Responsibility

Notice to Resident must be in writing, delivered to Resident or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Resident.

- 3. Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
- 4. If Resident is visually impaired, all notices must be in an accessible format.

M. PETS

There will be no pets allowed unless specifically approved in accordance with HUD regulations. If approved, an addendum will be attached to this lease identifying the type and size of pet and the additional non-refundable pet fee required.

By initialing below, Resident acknowledges that he/she has received, read, understood, and will comply with the NWGHA Pet Policy. A copy of this policy is attached hereto, marked as Attachments 1 and is incorporated herein by reference as though fully set forth at length. Said policy shall be deemed covenants of this agreement.

_____Initials

_____Initials

N. TERMINATION OF LEASE

1. Resident may terminate this lease at any time. Resident will continue to pay rent in full and according to the rent collection policy or until resident vacates the premises, whichever comes later. Any funds due the Housing Authority shall become due and payable. Any credits due the resident for unearned rent paid or unused security deposit funds will be refunded to resident as soon as possible after the unit has been vacated, keys returned to management, the move-out inspection has been conducted, and any negligent damages assessed.
2. Ability to comply with Lease terms: If, during the term of this Lease, Resident by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the lease, and NWGHA cannot make any reasonable accommodation that would enable Resident to comply with the lease THEN: NWGHA will assist Resident, or designated member(s) of Resident's family, to find more suitable housing and move Resident from the dwelling unit. If there are no family members who can or will take responsibility for moving Resident, NWGHA will work with appropriate agencies to secure suitable housing and will terminate the Lease.
3. NWGHA shall not terminate or refuse to renew this lease other than for serious or repeated violations of material terms of the lease. Failure to comply with any rules or laws pertaining to program eligibility shall result in lease termination. The following terms shall be considered material but are not exhaustive:
 - a. Obligations of the resident identified in Sections D and E.
 - b. Nonpayment of rent or other charges due under the lease.
 - c. Where Dispossessory Warrants have been issued for a second time within a twelve (12) month period, late rental payments may not be accepted and may result in eviction.
 - d. Serious or repeated damage to the premises.
 - e. Alteration, repair, sale, destruction of other disposition of the leased premises or any part thereof.
 - f. Failure to report a change of income, employment, identity of household members at re-certification or failure to report any change in family composition and corresponding change of income, or failure to report any other information required by the lease.
 - g. Failure to attend or comply with, without prior notification, alleged violation conferences, required appointments, meetings, or inspections.
 - h. Misrepresentation (intentional or unintentional) of any material fact, family income, assets, or composition in the statements submitted to the Housing Authority.
 - i. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site.
 - j. Any fire on NWGHA premises caused by carelessness or unattended cooking.
 - k. Keeping animals or pets in or on the premises in violation of Section D (15).
 - l. Such change in household size or composition described in Section F to render inappropriate the resident's continued occupancy of the above premises and the resident's refusal to transfer to the proper size unit.

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- m. HUD has declared Georgia a due process state. Any of the following types of activity by the resident, any member of the household, a guest, or another person under the resident's control, shall be cause for termination of residency and such termination shall be included in Expedited Grievance from the resident's right of grievance hearing.
 - 1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Housing Authority's public housing premises of other residents or employees of the Housing Authority.
 - 2) Alcohol abuse that the Housing Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
 - 3) Any drug-related criminal activity on or off such premises as defined in Section E (3) of this lease.
 - 4) Serious or repeated violation of any of the rules or regulations applicable to the Resident's dwelling unit or the public housing premises as posted.
- n. After receiving written notification, a tenant's failure to attend or appear for any scheduled lease-violation conference, tenant related meeting, housekeeping, or other unit-related inspection conference shall be deemed to be a material and serious lease violation , except in instances where the tenant provides prior notification of his/ her inability to attend same.

O. LEASE TERMINATION NOTICES

- 1. NWGHA shall give written notice of termination of this lease of:
 - a. Seven (7) (or thirty (30)) calendar days for any criminal activity or drug-related activity as stated and defined in Section E (3) hereof. Legal proceedings for unlawful detainer action will begin after expiration of the 7-day notice.
 - b. Fourteen (14) days in the case of failure to pay rent.
 - c. A reasonable time, but not to exceed seven (7) days, considering the seriousness of the situation when the health or safety of other residents or NWGHA staff is threatened.
 - d. Thirty (30) calendar days in all other cases.
- 2. The Notice of Lease Termination to the Resident shall state specific grounds for termination and shall inform the resident of resident's right to make such reply as resident may wish and will state the date by which such reply must be received by the Housing Authority. The notice shall also inform the resident of the right to examine Housing Authority's documents directly relevant to the termination or eviction and to make copies at resident's expense. Should such documents not be made available, if properly requested, the Housing Authority may not proceed with the lease termination/eviction.
- 3. In addition, the fact that management may have decided not to terminate a lease or to take action with respect to a past violation of any provision of this lease or any other lease (whether or not specifically described in the lease as a serious violation), shall not be deemed a waiver of the right of management to subsequently terminate or to take other appropriate action based on the same or subsequent violation. Management makes every reasonable effort to resolve problems with it residents short of terminating the lease, and in many circumstances will not enforce its rights to terminate even though it may be entitled to do so under the terms of the lease. Therefore, by failing to take advantage of any rights it may have under the lease agreement, management is not in any way waiving such provisions as to future violations, nor shall it be stopped to take full advantage of and completely enforce its rights with respect to future violations.

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4. In deciding to evict for criminal activity, management shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members, and the effect that the eviction would have on family not involved in the prescribed activity. In appropriate cases, management may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the prescribed activity will not reside in the unit. Management may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program approved by management as a condition to being allowed to reside in the unit. The fact that management has exercised its discretion and chosen not to evict residents in the past shall not be used by any resident as a waiver of management's right to evict residents for violations of terms of this lease.
5. When the Housing Authority is required to afford resident the opportunity for a grievance hearing, the notice shall also inform resident of resident's right to request a hearing in accordance with the Housing Authority's grievance procedure.
6. The Housing Authority is required to afford resident the opportunity for hearing under the Housing Authority's grievance procedure for a grievance concerning the lease termination, the residency shall not terminate (even if any notice to vacate has expired) until the time for resident to request a grievance hearing has expired, and (if a hearing was timely requested by resident) the grievance process has been completed.
7. The Housing Authority does not waive the right to terminate the lease for cause other than non-payment of rent if Housing Authority accepts rent to the termination date specified in the notice.
8. When the Housing Authority is required to afford resident the opportunity for a hearing under the administrative grievance procedure for a grievance concerning the lease termination (due process state), the notice of termination shall:
 - a. State that resident is entitled to a grievance hearing on the termination.
 - b. Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. The Notice to Vacate must be in writing, and specify that if Resident fails to quit the premises within the applicable statutory period, appropriate action will be brought against Resident, and Resident may be required to pay the costs of court and attorney's fees.
 - c. State whether the eviction is for a serious or repeated violation that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents or for drug-related criminal activity as described in the Housing Authority's Occupancy Policy and this lease.
9. Notices under this section shall run concurrent with any notice of termination as may be required by state or local law.
10. The Housing Authority shall provide resident reasonable opportunity to examine, at the resident's request, before a Housing Authority grievance hearing or court trial concerning a termination of residency or eviction, any documents, records and regulations that are in the possession of the Housing Authority and that are directly relevant to the termination of residency or eviction. Resident shall be allowed to copy any such documents, records and regulations at the resident's expense.
11. If a signer of this lease ceases to be a member of the household, or if a family member is added to this lease after required screening, the lease will be amended to add or delete the family member, and lease change must be initialed by the remaining adult members of the family, provided they are eligible for continued occupancy. If the Housing Authority transfers resident to another housing unit managed by landlord, this lease shall be terminated and resident must sign a new lease for the housing unit into which resident's family will move. If resident's housing unit is destroyed by fire or other means, this lease shall automatically be terminated.

12. When NWGHA evicts a Resident from a dwelling unit for criminal activity NWGHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.

P. ALTERNATIVE HOUSING ACCOMMODATIONS

Head of Household agrees not to use alternative housing or reside out of the dwelling unit for more than sixty- (60) days unless prior written approval is received from management. (Includes confinement in a nursing home, or other forms of confinement or any unreported absences of 60 days or over). If Head of Household resides out of the dwelling unit for more than sixty- (60) days, management may terminate this lease.

Q. GRIEVANCE

All disputes concerning the obligations of the resident or the Housing Authority shall be processed and resolved in accordance with the posted grievance procedure being made as a part of this lease by reference.

R. ACCOMMODATION OF PERSONS WITH DISABILITIES

A person with disabilities, as defined by 24 CFR Part 8.3, shall (for all purposes under this lease) be provided reasonable accommodations to the extent necessary to provide the person with disabilities with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person. Resident may, at any time during residency, request reasonable accommodations because of a disability of a household member, including reasonable accommodations so that the resident can meet lease requirements or other requirements of residency. NWGHA shall, if such request is reasonable and is determined not to be excessively expensive or difficult to arrange, attempt to accommodate such request.

S. MODIFICATIONS

1. Posting of Policies, Rules, Regulations and Changes

Schedules of special charges for services, repairs and utilities and rules and regulations that are incorporated in this lease (by attachment or reference) shall be publicly posted in a conspicuous manner in the Administration Office and shall be furnished to Resident upon request. Such schedules, rules and regulations may be modified from time to time by the Housing Authority provided that the Housing Authority shall give at least thirty- (30) days written notice to resident setting forth the proposed modification, the reasons therefore, and providing resident an opportunity to present written comments that shall be taken into consideration by the Housing Authority prior to the proposed modifications becoming effective.

2. Other Changes

Except as provided in Sections A, B, and C, this lease must be accompanied by a written rider to the lease executed by both parties. However, nothing shall preclude the Housing Authority from modifying this lease to take into account revised provisions of law or governmental action with notice to resident.

T. WAIVER

No delay or failure by NWGHA in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

U. ADDITIONAL POLICIES

1. Housekeeping Policy for Maintaining the Premises in a Clean and Sanitary Condition.
Premises means the inside and outside of one's dwelling unit.

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The statements contained below reflect general details as necessary to describe the principal functions of the Housekeeping Policy. This policy is to be used as a guideline for residents, but should not be considered an all-inclusive listing of good housekeeping requirements. Repeated violations of this Section will be considered a serious violation of the terms and conditions of the lease.

Anytime a NWGHA employee enters an apartment and finds the apartment in an unacceptable condition based upon NWGHA's Housekeeping Policy or upon the resident's Dwelling Lease, the condition of the resident's unit will be documented, and the resident will receive notice of a lease violation and/or may be processed for eviction, depending on the circumstances.

NWGHA's Employee will inspect units on a regular basis (at least monthly) to ensure compliance with the cleanliness provisions of the Dwelling Lease. NWGHA employee may also conduct cleanliness or housekeeping inspections during routine pest control, UPCS (Uniform Physical Conditions Standards) inspections, and/or other routine inspections and/or preventive maintenance work. Written notice will be provided to residents in accordance with Section J.2. of the Dwelling Lease for routine inspections. The following procedures will be followed:

- a. Inspections – At least forty-eight (48) hour written notice of inspection will be hand-delivered to an adult member of the household or sent first class mail.
- b. If the premises are maintained in an acceptable, clean and safe condition, no additional action will be necessary. However, if the premises are not maintained in a clean and safe condition, the following actions will be necessary.
 - 1) Written notice of the deficiency will be given to the resident and within a month a re-inspection scheduled.
 - 2) If the deficiencies are not corrected, the following actions will be necessary.
 - a) Resident must attend a Housekeeping Seminar.
 - b) A written notice of the Housekeeping Seminar (as scheduled by Property Manager) will be delivered to resident.
 - c) The resident shall attend the scheduled seminar and shall be instructed as to the proper cleaning methods for maintaining the premises in a clean and safe condition. After the training, three (3) consecutive follow-up inspections will be scheduled, which inspections accompany routine pest control inspections, UPCS inspections and/or other routine inspections, and/or other preventive maintenance work.
 - d) Once a resident (in violation of the housekeeping policy) has been notified that he/she must attend a scheduled housekeeping seminar, the resident must pass three (3) consecutive re-inspections as referenced above. If the resident does not attend the required housekeeping seminar/training and/or does not pass all three (3) housekeeping re-inspections, then the resident will be in breach of the lease agreement and may be processed for eviction.

Note – NWGHA will document all unclean and unsafe units in written form. Pictures will also be taken for the file.

2. Housekeeping Standards:

In an effort to improve the livability and conditions of the apartments owned and managed by NWGHA, uniform standards for resident housekeeping have been developed for all resident families.

a. NWGHA Responsibility

The standards that follow will be applied fairly and uniformly to all Residents. NWGHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection NWGHA will notify Resident in writing if he/she fails to comply with the standards. NWGHA will advise Tenant of the specific correction(s) required establishing compliance, and indicating that training is available. Within a reasonable period of time, NWGHA will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.

Training will be available at no cost to any Resident requesting or needing assistance in complying with the Housekeeping Standards.

b. Resident Responsibility

Resident is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.

c. Housekeeping Standards: Inside the Apartment

General

- 1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- 2) Floors: should be clean, clear, dry and free of hazards.
- 3) Ceilings: should be clean and free of cobwebs.
- 4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- 5) Woodwork: should be clean, free of dust, gouges, or scratches.
- 6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- 7) Heating units: should be dusted and access uncluttered.
- 8) Trash: Shall be disposed of properly and not left in the unit.
- 9) Entire unit should be free of rodent or insect infestation.

Kitchen

- 1) Stove: should be clean and free of food and grease.
- 2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- 3) Cabinets: should be clean and neat. Cabinet surfaces and countertop 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 and pans should not be stored under the sink.
- 4) Exhaust Fan: should be free of grease and dust.
- 5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- 6) Food storage areas: should be neat and clean without spilled food.
- 7) Trash/garbage: should be stored in a covered container until removed to the disposal area.

Bathroom

- 1) Toilet and tank: should be clean and odor free.
- 2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- 3) Lavatory: should be clean.
- 4) Exhaust fans: should be free of dust.
- 5) Floor should be clean and dry.

Storage Areas

- 1) Linen closet: should be neat and clean.
- 2) Other closets: should be neat and clean. No highly volatile or flammable materials should be stored in the unit.
- 3) Other storage areas: should be clean, neat and free of hazards.

d. Housekeeping Standards: Outside the Apartment

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Resident:

- 1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
- 2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
- 3) Steps (front and rear): should be clean, and free of hazards.
- 4) Sidewalks: should be clean and free of hazards.
- 5) Storm doors: should be clean, with glass or screens intact.
- 6) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
- 7) Hallways: should be clean and free of hazards.
- 8) Stairwells: should be clean and uncluttered.
- 9) Laundry areas: should be clean and neat. Remove lint from dryers after use.
- 10) Utility room: should be free of debris, motor vehicle parts, and flammable materials.

e. Tripping Hazard for Defects Hazardous to Life, Health or Safety

In the event the premises are damaged or conditions are created to the extent that they are hazardous to life, health or safety of the resident, it is agreed that the following terms and conditions apply:

Wiring/Tripping Hazards – Wiring on the floors such as television cables, phone cables, extension cords, etc. are not permissible nor are exposed wiring on walls, over doors and/or stairways. This type of safety hazard is a violation of the Lease Agreement and will result in a penalty. The first violation of this policy will result in a \$25.00 charge. Second violation of this policy will result in a \$50.00 charge and third violation of this policy will result in a \$75.00 charge and also possible eviction.

f. Dryer Vent

Each and every dryer vent located in a NWGHA apartment must be properly vented for safety and health reasons and to meet HUD requirements. Failure to comply with this policy will lead to termination of your dwelling lease. Dryer vent instructions may be obtained from a Property Manager. First violation of not having dryer properly vented will be a verbal warning with 24-hour notice. Second violation will be a \$75 fine. Third violation will result in eviction.

g. Smoke / Carbon Monoxide Detectors

Disconnection of the smoke alarm and/or carbon monoxide (CO) detectors is not only a safety hazard; it is also a violation of the Lease Agreement. It is the resident's responsibility to notify NWGHA if the detector is not functioning properly. Failure to do so, or disconnecting the smoke alarm or the CO detector, will result in a penalty charge to the resident and/or the resident being held liable for damage due to fire, or termination of lease.

If resident takes down smoke alarm and/or CO Detectors or removes batteries there will be a charge:

1 st Violation	\$75.00 fine
2 nd Violation	EVICTION

*NOTE: If Smoke Alarm and/or CO Detector are missing or damaged, charges will include the above charges plus the cost of Detector.

h. Blocked Egress

All rooms must have at least two means of egress with the exception of bathroom(s) and closet(s). If at any time a window and/or doorway is blocked for any reason preventing exit, it is a safety hazard; it is also a violation of the Lease Agreement. Residents must not allow any exit to be blocked.

1 st Violation	\$75.00 Fine
2 nd Violation	EVICTION

3. Home Security Alarm for John Graham Homes

As part of NWGHA Mission statement to provide a safer community for its residents, NWGHA has installed Home Security Alarms for all the apartments at Grahams Homes. NWGHA feels that this objective will be achieved with the addition of the Home Security Alarms in conjunction with the current surveillance camera system.

1. If the resident chooses to use the home security alarm system, the resident will be given his/her own personal code.
 - a. The resident will not cancel, change or delete NWGHA pre-set code, which will only be used by approved staff of NWGHA.
 - b. Changing or deleting the NWGHA's pre-set code is a serious violation, which may result in an eviction for the first violation.
2. Disconnection of the home security alarm is a violation of the Lease Agreement. It is the resident's responsibility to notify NWGHA if the home security alarm is not functioning properly. Failure to do so, or disconnecting the home security alarm will result in a penalty charge to the resident. The first disconnection violation will result in a \$75.00 fine. Second violation will result in eviction.
3. The resident has the option of having the home security alarm system monitored by the monitoring company or use the home security alarm system audible siren system only.
4. If the resident chooses to have his/her home security alarm system monitored by the monitoring company, the resident will be responsible for any fees charged by 911 for false alarms.
 - a. Residents are to contact Communication Outfitters to have his/her alarm system monitored.
5. If a NWGHA employee is called after hours to turn off the home security alarm system, the resident will be charge an after hours fee of \$20.00 (if it has been determined that the alarm was a false alarm).
6. The resident will pay charges for maintenance and repair beyond normal wear and tear, as reflected in the current "Schedule of Resident Charges" posted in the Property Manager's Office.
7. "Normal wear and tear" means deterioration that results from normal intended use of the home security alarm system, including breakage or malfunction due to age or deteriorated conditions; however the term does not include deterioration that

results from negligence, carelessness, accident or abuse of the security alarm system by the resident, members of the Resident's household and/or guest.

4. Access Control Doors for Highrise Apartments

To provide better security for its residents NWGHA has installed Access Control Doors to each of the building stairwell doors. The Access Control Doors will provide better security to the residents by allowing only NWGHA residents, staff and emergency personnel to have access to the stairwells.

1. Each NWGHA household member listed on the Dwelling Lease will be issued one (1) Access Control Card.
2. Residents should not allow his/her guests to be in possession of his/her Access Control Card.
3. Any resident allowing a guest to be in possession of his/her Access Control Card may result in an eviction.
4. If the resident's Access Control Card is lost or stolen, the resident should notify his/her property manager immediately to have the card deactivated.
5. After a resident has reported his/her Access Control Card lost or stolen, the resident can purchase a replacement card for \$5.00.

5. Fraud Policy

The Official Code of Georgia Annotated, 16-9-55, provides that:

“Any person who obtains or attempts to obtain or who establishes or attempts to establish eligibility of, and any person who knowingly or intentionally aids or abets such person in obtaining or attempting to obtain or in establishing or attempting to establish eligibility for any public housing or a reduction in public housing rental charges or any rent subsidy or payment from a resident in connection with public housing to which such person would not otherwise be entitled, by means of a false statement, failure to disclose information, impersonation, or other fraudulent scheme or device shall be guilty of a misdemeanor.”

Families failing to report additional income that would result in retroactive rent or overpayment of assistance of less than **\$1,500.01** will be issued a violation and be required to reimburse NWGHA appropriate financial reimbursements through a repayment agreement. If the families' lease is terminated, for any reason, before the amount is paid in full, the resident may be subject to prosecution for fraud through the Criminal Court System.

Families failing to report additional income that would result in retroactive rent or overpayment of assistance that exceeds **\$1,500.00** will be subject to termination of assistance and prosecution for fraud through the Criminal Court System. At the discretion of NWGHA management, a resident may be allowed to make a payment that reduces the balance below \$1,500.00 within 30 calendar days from the date of the notification. If this occurs, the family will be allowed to establish a repayment to pay the remaining balance. If the family fails to complete the repayment agreement NWGHA will proceed with prosecution through the courts.

Procedure

NWGHA will obtain arrest warrants on residents found to be committing fraud (failure to report income, falsely claiming zero income, etc.). This procedure will expedite the arrest process and will allow NWGHA to seek the Court's assistance in obtaining restitution in a timely manner.

All applications for continued occupancy for lower income public housing used by the Authority will contain a warning that falsification is against the law. Poster notices will also be displayed in the Property Manager's Office and/or the central eligibility office of the Authority.

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All such notices will describe the maximum penalty for a misdemeanor in the State of Georgia, which is a jail sentence of up to one (1) year, and/or fine of \$1,000.00. The Authority considers the misrepresentation of income and family circumstances to be a serious lease and policy violation as well as a crime and will take appropriate action if apparent fraud is discovered. Specifically:

- a. An applicant family who has misrepresented income or family circumstances may be declared ineligible for housing assistance.
- b. If any examination of the resident's file discloses that the resident made any misrepresentation (at the time of admission or any previous re-examination date) that resulted in his/her being classified as eligible when in fact he/she was ineligible, the resident may be required to vacate the apartment even though he/she may be currently eligible.
- c. A resident family who has made misrepresentation of income or family circumstances is subject to both eviction and being declared ineligible for future housing assistance.
- d. If it is found that the resident's misrepresentations resulted in his/her paying a lower resident rent than he/she should have paid, he/she will be required to pay the difference between rent owed and the amount paid. This amount paid shall be paid whether or not the resident remains in occupancy, but failure to pay under terms established by the Authority shall always result in immediate termination of the lease. The Authority reserves the right to demand full payment within seven days.

6. Family Violence Policy

The purpose of the NWGHA Family Violence Policy is to provide public housing residents who have experienced Family Violence a safe environment in which to live. This is accomplished through the use of the NWGHA Banning Policy. A resident who has provided NWGHA with the required documentation (i.e. police report, restraining order, or other court order) of family violence can request the offender be banned from NWGHA property.

Upon receipt and verification of the provided documentation, NWGHA will mail (first class mail) the offender a Notice of Criminal Trespassing. NWGHA will utilize the address provided on the legal documentation. The length of the ban will be in accordance with the NWGHA Banning Policy.

In situations where the resident or applicant does not report the Family Violence, but NWGHA has received verifiable documentation, the resident or applicant shall comply with the Family Violence Policy. Failure to comply with this policy will be considered a serious violation that may result in eviction.

In addition, the NWGHA recognizes and supports the Violence Against Women Act ("VAWA") to respond to domestic violence, dating violence, sexual assault and stalking in a way that protects victims while holding perpetrators accountable. The NWGHA endeavors to assist in protecting the safety and confidentiality of victims living or seeking to live in our housing units and is available to assist in ensuring that victims in public housing have access to the criminal justice system without jeopardizing their current or future housing. Pursuant to the VAWA, any incidence of abuse shall not be good cause for terminating a lease held by the victim, and the abuser's criminal activity directly related to abuse and beyond the control of the victim shall not be grounds for eviction or termination of the victim. Victims must certify their status as victims and that the incident is question was a bona fide incident of domestic violence by presenting appropriate documentation to the Housing Authority. However, nothing prevents a victim who has committed a crime or violated a provision of his/her lease from being evicted or having his/her lease terminated by NWGHA.

7. Rental Collection Policy

a. General Selection

- 1) Rent is due on or before the first (1st) day of each month and is delinquent after the fifth (5th) working day of the month.
- 2) Maintenance charges and other charges, not otherwise mentioned in this policy, appearing on rental accounts, are due the fifteenth (15th) day following written notification of the charge.
- 3) All payments received shall be applied to the oldest debt first, unless written instructions are received from the resident to the contrary or unless some charges are currently contested under a written grievance.
- 4) No amount shall be considered too small to issue a dispossessory warrant.
- 5) Management reserves the right to waive late charges or to accept payments after the delinquency date as determined on a case-by-case basis.

b. Payments After the Delinquency Date

- 1) The Housing Authority will assess a late charge to all residents, except those residents who have received a waiver, on the delinquency date.
- 2) Payments tendered by residents after the delinquency date and prior to a demand notice will be accepted by management, provided all rent and other charges then due are paid in full. No partial payments will be accepted.
- 3) No payments will be accepted after the expiration of the termination notice unless the resident has made a written request for late payment and delay of court action and such request has been determined and approved for only those reasons that are genuine emergencies as determined by NWGHA management, or upon completion of rent counseling as outlined in # 4 below.
- 4) A resident will be allowed to tender rent and other charges then due in full after termination of the dwelling lease only once, and then only after completion of rent counseling.
- 5) Failure to make payments when due and before expiration of the dwelling lease termination, shall result in an issuance of a dispossessory warrant upon expiration of all legal notices.

c. Procedures After the Expiration of the Termination of the Dwelling Lease

- 1) Immediately after the expiration of the lease termination notice, management will issue a demand notice.
- 2) No payments will be accepted after the demand notice is issued except from residents who have an approved request for late payment or complete a rent counseling, provided the rent counseling is completed prior to the issuance of a dispossessory warrant.

d. Retroactive Rent Charges

Retroactive rent charges will be due and payable within seven (7) days of written notice unless arrangements are made prior to this day to make installment payments. Normally retroactive rent installment payments must be computed not to exceed a three- (3) month pay off. If the amounts are large and the resident will not be able to pay off the retro-rent charge within three (3) months, a repayment schedule may be established allowing a longer period, provided the resident agrees to pay the principal.

e. Vacated Residents With Balances

Vacated residents will have sixty (60) days from the date of the statement of refund of security deposit and unearned rent to pay the account or make arrangements for payment. Accounts will be reported to the Credit Bureau and collection action will be taken after the expiration of this time period.

f. Dispossessory Warrants Issues for the Second Time

If a resident has a dispossessory warrant for non-payment of rent issued against him a second time within a twelve (12) month period, the resident may be required to vacate the premises. This action does not relieve the amount owed. The resident will be required to pay any balance owing plus cost.

8. Criminal Trespass and Banning Policy

All NWGHA is private property and in each community, "No Trespassing" signs are posted. The public housing communities were built and are maintained for public housing residents and their guests, as defined in our dwelling lease, which is signed by each resident and by a NWGHA representative. All other individuals, other than NWGHA staff, are considered trespassers and will be banned from NWGHA property for trespassing. Police Officers and NWGHA staff will ban individual(s) that are creating a disturbance and/or loitering in a public housing community. The individual(s) will be issued a Ban slip. This slip, which contains the individual(s) name, date of birth, race, sex, social security number, address, telephone number, date, and time is provided in triplicate. In addition to the individual(s) receipt of a copy of the Ban slip, a letter of notification will be sent first class via U.S. Mail Service to the address provided by the individual(s) at the time of banning. Any resident that allows a person on Housing Authority property who is banned from NWGHA property will be in violation of NWGHA policy and his/her lease may be terminated.

a. List of Persons Banned From NWGHA Property

A copy of each Ban slip is filed and entered in the NWGHA computer system. From this information a complete list of persons banned from NWGHA property is provided to the Police Officers and the NWGHA Safety Coordinator. A list of all adult persons banned from NWGHA property will appear in the NWGHA monthly newsletter and will be distributed authority wide. Residents agree to familiarize themselves with NWGHA's list of banned persons on a monthly basis. (Please see Section E #10 of this lease.)

b. Time Frame For Individuals Banned From NWGHA Property

- 1) Code of Conduct – First Offense – If an individual is banned for trespassing and this is the first offense and no criminal activity was involved (i.e. loud music, loitering, etc.), the individual is banned for a period of six (6) months.
- 2) 2nd Offense for Criminal Trespass – If the individual that is banned returns to NWGHA property; he/she will be arrested for criminal trespassing. If there is no other criminal activity that threatens the health, safety, and welfare of residents or employees of NWGHA the ban will be extended by six (6) months.
- 3) 3rd Offense for Criminal Trespass – If the individual that is banned returns to NWGHA property; he/she will be arrested for criminal trespassing. If there is no other criminal activity that threatens the health, safety, and welfare of residents or employees of NWGHA, the ban will be extended by one (1) year.
- 4) Resident Evicted – for Drug-related criminal activity. If a resident is evicted for drug-related criminal activity, the ban will be for a period of three (3) years.
- 5) Juvenile Involved in Drug Related Activity – such as the use, possession of drugs or drug paraphernalia banned for the period of three (3) years.

- 6) Criminal Activity – An individual that is involved with criminal activity that threatens the health, safety, and welfare of residents or employees of NWGHA will be banned from NWGHA property for a period of five (5) years.
- 7) Criminal Activity Involving Illegal Drugs or Crimes of Violence – Any individual involved in any drug-related criminal activity, such as the use, possession of drugs or drug paraphernalia and/or crimes of violence such as aggravated assault, etc. will be banned for ten (10) years.
- 8) Drug Trafficking – Any individual involved in drug trafficking will be banned from NWGHA property for fifteen (15) years.
- 9) Manufacturing Methamphetamine – Any individual involved in manufacturing methamphetamine on NWGHA property will be banned for life.
- 10) Child Molestation/Sexual Assault – Any individual involved in child molestation and/or sexual assault on NWGHA property will be banned for life.
- 11) Murder – Any individual committing murder on NWGHA property will be banned for life.
- 12) Note – The ban will expire when the time frame expires on the ban list. Once the time period has expired the individual’s name will be removed from the active ban list by NWGHA staff. However, their name is placed in an inactive file of individuals previously banned from NWGHA property.
- 13) Ban for Family Violence or Physical Abuse

When an applicant is applying for housing within NWGHA and family violence or physical abuse is involved the prospective resident must sign a statement that authorizes the Housing Authority to ban the person involved with the abuse from all Housing Authority property. This policy also covers individuals who are victims of physical abuse who are residents of public housing.

V. GRIEVANCE PROCEDURE

By initialing below, Resident acknowledges that he/she has received, read, and understood the copy of the NWGHA Grievance Procedure. A copy of the Grievance Procedure is attached hereto marked as Attachment 2 and is incorporated herein by reference as though fully set forth at length.

_____Initials

W. COMMUNITY SERVICE

By initialing below, Resident acknowledges that he/she has received, read, and understood the copy of the NWGHA Community Service Policy. A copy of the Community Service Policy is attached hereto marked as Attachment 3 and is incorporated herein by reference as though fully set forth at length.

_____Initials

X. BED BUG POLICY

By initialing below, Resident acknowledge that he/she has received, read, and understood the copy of the NWGHA Bed Bug Policy. A copy of the Bed Bug Policy is attached hereto marked as Attachment 4 and is incorporated herein by reference as though fully set forth at length.

_____Initials

_____Initials

Y. APPLICANT / RESIDENT CERTIFICATION

I / We certify that the information given to the Housing Authority regarding household composition, income, net family assets, allowances and deductible expenses is complete and accurate to the best of my / our knowledge and belief. I / We understand that false statements or information provided for the purpose of obtaining or maintaining occupancy in Public Housing in which the rent is subsidized is punishable under Georgia Law and Section 1001 of Title 18 U.S.C. that provides penalties up to \$10,000.00 or imprisonment up to five (5) years, or both.

IN WITNESS WHEREOF, the parties have executed this Dwelling Lease this _____ day of _____ at

(City, State).

By signing this Dwelling Lease, the Resident(s) certify that he/she has read the foregoing, understood its terms and certifies to compliance with those terms.

Resident 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.

Head of Household Signature

Date

Co-Head of Household / Spouse

Date

NWGHA Representative

Date

NORTHWEST GEORGIA HOUSING AUTHORITY PET POLICY

Prior to bringing a pet onto the premises of Northwest Georgia Housing Authority, the resident must comply with the guidelines outlined below:

1. General Rules

A. Each Head of Household may own only one (1) common household pet. Each bird or other animals, other than fish, shall be counted as one pet.

- 1) Definition of common household pets: Common household pets shall include the following domesticated animals such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes. The size of dogs or cats is as follows: dogs no larger than 25 lbs. and cats no larger than 14 lbs.

NOTE: Any pet that is not fully grown will be weighed every six months. Also, If the animal exceeds the weight limit at any time during occupancy it will not be an eligible pet and must be removed from NWGHA property.

B. Vicious and/or intimidating dogs will not be allowed (e.g., pit bulldogs).

C. All dogs and cats must be either spayed or neutered, as applicable.

D. When taken outside the resident's unit, dogs and cats must be kept on a leash or carried and controlled by a responsible adult at all times.

E. All pets must have the appropriate tags at all times. The information on the tag shall include the name of the dog and the resident's name and address.

F. Birds must be kept confined to a cage at all times.

G. Turtles must be enclosed in an acceptable cage or container at all times.

H. Residents shall not permit their pet to disturb, interfere or diminish the peaceful enjoyment of other residents. The terms "disturb, interfere and diminish" shall include, but not be limited to barking, howling, chirping, biting, scratching and other like activities.

I. Requirement for cleanliness and disposal of pet wastes: Under terms of the Dwelling Lease, the tenant is responsible for keeping his or her apartment in clean and sanitary conditions. In order to keep pets in the apartment, the resident must do anything and everything necessary to maintain the apartment in such a manner that the keeping of pets will not cause a hardship to other tenants or to the Housing Authority. The following minimum requirements and standards shall apply:

- 1) Bottoms of cages containing birds or rodents must be lined at all times with an absorbent material. The cages must be cleaned daily, and wastes must be tied securely in a plastic bag and placed in dumpster. Under no circumstances may such waste be fed in the garbage chute.
- 2) Dead fish and/or turtles must be removed promptly from an aquarium.
- 3) The resident must provide a litter box and scratching post of a cat. The litter must be changed no less than one time per week, placed in a securely sealed plastic bag and disposed of in dumpster.

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- 4) Residents are solely responsible for cleaning up pet droppings, if any, outside the unit and on facility grounds. Droppings must be disposed of by being placed in a sack and then placed in the dumpster outside of the building provided by NWGHA.
- J. In the event a cat or dog defecates or urinates on the floor or walls of the apartment or building, the owner shall be responsible for immediate complete cleaning and deodorizing of the area involved. If the owner fails to adhere to this rule and it becomes necessary for the housing authority to remove the pet waste, a minimum charge of \$25.00 per occurrence shall apply; this charge may be increased to cover the actual cost of labor and materials required if \$25.00 does not cover expenses incurred.
- K. The resident shall be responsible for control of fleas, ticks and/or other parasites caused by keeping pets in the apartment and shall bear cost of any fumigation required.
- L. The resident agrees to be responsible for reimbursing the Housing Authority for any damages whatsoever caused by resident's pet to resident's apartment or any portion of the building or grounds.
- M. Requirement that pets be housebroken: Cats and dogs that have not been housebroken will not be allowed.
- N. Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
- O. Residents shall not alter their unit, patio or unit area in order to create an enclosure for any pet.
- P. Residents are prohibited from feeding or harboring stray animals. The feeding of stray animals shall constitute having a pet without the written permission of NWGHA.
- Q. If pets are left unattended for a period of twenty-four (24) hours or more, NWGHA may enter the dwelling unit, remove the pet and transfer it to the responsible parties or proper authorities. NWGHA accepts no responsibility for the animal(s) under such circumstances.
- R. Pets are not allowed in common areas including hallways, lobby areas, laundry rooms, and social rooms except those common areas that are entrances to or exits from the building.
- S. The head of household or designated family member must be present during annual inspections of the unit.
- T. The resident shall properly display a decal as provided by NWGHA to inform everyone that the dwelling unit has an approved common household pet inside.

2. Registration of Pets

Prior to bringing any pet onto the premises governed by the Quality Housing and Work Responsibility Act of 1998, the resident must register the pet with Northwest Georgia Housing Authority and pay the applicable pet fee. The resident must update the registration at least annually to coincide with the annual re-examination of the resident income. The application for registration of the pet includes:

- A. A certificate signed by a licensed veterinarian/or a State or Local Authority empowered to inoculate animals (or a designated agent of such an authority) stating that the pet has received all inoculations required by applicable State and Local laws and that pet has been spayed or neutered.
- B. A completed pet information form that is sufficient to identify the pet and to demonstrate that it is a common household pet as defined in this policy.
- C. The name, address and phone number of two responsible parties who agree to care for the pet if the resident dies, is incapacitated or is otherwise unable to care for the pet.
- D. Payment of the applicable pet fee as defined in Section III below, and
- E. A signed statement indicating that the resident has read the pet rules and agrees to comply

with them.

F. Display of rabies tag and/or have necessary documents upon request.

3. Pet Fee

The pet fee shall be as follows:

TYPE OF PET	FEE
Cat or Dog	\$300.00
Fish aquarium	\$100.00
Fish bowl (requires no power and is no larger than two gallons)	\$ 25.00
Caged pets	\$100.00

Residents who own or keep pets in their units must pay a **non- refundable** pet fee. This fee is in addition to any other financial obligation generally imposed on residents of the development. NWGHA reserves the right to change or increase the required fee by amendment to this policy.

Prior to moving a pet into the apartment, the resident must first make an application to the Housing Authority for permission to keep a pet and pay, in advance, a fee of \$100.00 on a cat or dog with the remainder to be paid in installments of \$20.00 per month until paid in full and a fee of \$20.00 on a fish aquarium or caged pet with the remainder to be paid in installments of \$10.00 per month until paid in full.

NWGHA will use the pet fee only to pay reasonable expenses directly attributed to the presence of the pet in the development.

4. Refusal to Register Pet(s)

NWGHA may refuse to register a pet based on the determination that the head of household is financially unable to care for the pet. If NWGHA refuses to register a pet, a written notification will be sent to the head of household stating the reason for denial and shall be served in accordance with HUD Notice requirements.

NWGHA has a right to refuse to register a pet:

- A. If the pet is not a *common household pet* as defined in this pet policy.
- B. If keeping the pet would violate any applicable House Pet Rule.
- C. If the resident fails to provide complete registration information in accordance with this policy or fails to annually update the pet registration, or
- D. If NWGHA reasonably determines, based on the resident's habits and practices, that the resident will be unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament may be considered as a factor in determining the prospective resident's ability to comply with the pet rules and other lease obligations.

The notice of refusal may be combined with a notice of a pet violation.

5. Pet Care

All residents shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet. This information must be provided to the Property Manager annually.

Residents must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Residents must agree to exercise courtesy with to other residents.

6. Violations

Any violation of the general rules of this pet policy is grounds for removal of the pet from the resident's unit or termination of the resident's tenancy, or both, in accordance with the lease.

7. Exclusions

The pet fee will be waived for animals that assist persons with disabilities. 24CFR 942.2 excludes animals that assist the handicapped from this pet policy. NWGHA may not enforce or apply any pet rules against individuals with animals that are used to assist the handicapped. Noting in 24 CFR 942.2: 1). Limits or impairs the rights of handicapped individuals, 2). Authorizes NWGHA to limit or impair the right of handicapped individuals, 3). Affects any authority NWGHA may have to regulate animals that assist the handicapped, under Federal, State or Local Law.

To be excluded from the Pet Policy, the head of household must certify the following:

- A. That the animal has been trained to assist with the specified disability; and
- B. That the animal actually assists the person with the disability.

8. Conflicts with State, Local Law or Regulations

If there is any applicable State, Local Law or regulation that conflicts with any portion of the above pet policy, the State, Local Law or regulation shall apply.

NORTHWEST GEORGIA HOUSING AUTHORITY GRIEVANCE PROCEDURE

A. Scope and Purpose

The purpose of this grievance procedure is to assure that residents are afforded an opportunity for a hearing if the resident disputes, within a reasonable time, any Northwest Georgia Housing Authority (NWGHA) action or failure to act involving the resident's lease with the Housing Authority Regulations that adversely affect the individual resident's rights, duties, welfare or status. This grievance procedure is incorporated in the dwelling lease and is a part thereof.

B. Applicability

1. This grievance procedure is applicable to all individual grievances as defined in Section 1 between the resident and the Housing Authority
2. This grievance procedure shall not be applicable to disputes between residents not involving the housing Authority or to class grievance, nor is this procedure intended to be a form for initiating or negotiating policy changes between a group or groups of residents and NWGHA.

C. Informal Settlement of Grievances

1. **Initial Presentation.** Any grievance must be personally presented in writing, to the Property Manager within seven (7) business days after the occurrence of the event giving rise to the grievance. Expedited Grievance (Criminal, Violent behavior and/or Drug related activity) within three (3) days.
2. **Informal Conference.** The Director of Housing will, within five (5) business days after the initial presentation of the grievance, informally discuss the grievance with the complainant or his/her representatives in an attempt to settle the grievance without the necessity of a formal hearing. If the informal conference cannot occur at the time the grievance is initially presented by the complainant, then the complainant will be promptly notified in writing of the time and place for the informal conference.
3. **Written Summary.** Within five (5) business days after the informal conference, the Property Manager shall prepare a summary of the informal discussion and a copy thereof shall be provided to the complainant. The summary shall be in writing and shall specify the names of the participants in the discussion, the date(s) of the discussion, the nature of the proposed disposition of the grievance, and the specific reasons for such disposition. This written summary will also specify the procedures by which the complainant may obtain a formal hearing if not satisfied by the proposed disposition of the grievance. A copy of the written summary shall also be placed in complainant's resident file.

D. Procedure to Obtain a Hearing

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

1. Request For Hearing.

If the complainant is not satisfied with the results of the informal conference, the complainant must submit a written request for a formal hearing to the Director of Housing within seven (7) business days after the date complainant receives the summary of discussion delivered as required under Section C above.

Complainant's written request for a formal hearing must specify:

- a. The reasons for the grievance: and
- b. The action or relief sought by the complainant; and
- c. If the complainant so desires, a statement setting forth the times at which the complainant will be available for a hearing during the next ten (10) business days; and
- d. If the complainant has failed to attend an informal conference, a request that the hearing officer or panel waive this requirement.

If the complainant fails to request a hearing within seven (7) business days after receiving the written summary of the informal conference, NWGHA's decision rendered at the informal conference becomes final and NWGHA is not thereafter obligated to offer the complainant a formal hearing.

2. **Selection of Hearing Officer or Panel.**

All grievance hearings shall be conducted by an impartial person or persons appointed by the Director of Housing or his/her representative after consultation with resident organizations, in the manner described below:

- a. The permanent appointments of persons who shall serve as hearing officers and hearing panel members shall be governed by the following procedures;
 - (1) NWGHA shall nominate a slate of persons to sit as permanent hearing officers or hearing panel members.
 - (2) The slate of potential appointees shall be submitted to all resident organizations for written comments. Written comments from the resident organization shall be considered by NWGHA before appointments are finally made. Objection to the appointment of a person as a hearing officer or panelist must be considered but is not dispositive as to the proposed appointment with respect to which object is made.
 - (3) On final appointment, the persons appointed and resident organizations shall be informed in writing of the appointment. A list of all qualified hearing officers will be kept at the central office of NWGHA and be made available for public inspection at any time.
- b. The designation of hearing officers or panel members for particular grievance hearings shall be governed by the following provisions:
 - (1) All grievance hearings will be held either before a single hearing officer or by a hearing panel.
 - (2) No person shall accept an appointment, or retain an appointment, once selected as a hearing officer or hearing panelist, if it becomes apparent that such person is not fully capable of impartiality. Persons who are designated to serve as hearing officers or panelists must disqualify themselves from grievances that involve personal friends, relatives, persons with whom they have any business relationship, or grievances in which they have some personal interest. Further, such persons are expected to disqualify themselves if the circumstances are such that a significant perception of partiality exists and is reasonable under the circumstances. If a complainant fails to object to the designation of the hearing officer or panelists on the grounds of empanelled, at the commencement or before the hearing, such objection is deemed to be waived, and may not thereafter be made.

3. **Schedule of Hearings.**

a. Hearing Prerequisites.

A complainant does not have a right to grievance hearing unless the complainant has satisfied the following prerequisites to such a hearing:

- (1) The complainant has requested a hearing in writing.
- (2) The complainant has completed the informal conference procedure or has requested a waiver for good cause.
- (3) If the matter involves the amount of rent that NWGHA claims is due under the complainant's lease, the complainant shall have paid to NWGHA an amount equal to the amount due and payable as of the first (1st) of the month preceding the month in which the complained of act or failure to act took place. In the case of situations in which hearings are, for any reason, delayed, the complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or given by NWGHA except in cases of extreme and undue hardship to the complainant, determined in the sole and absolute discretion of NWGHA.

b. Time, Place, Notice.

Upon complainant's compliance with the prerequisites to hearing set forth above, and unless there are extenuating circumstances; a hearing shall be scheduled by the hearing officer or hearing panel for a time not less than seven (7) business days, nor more than twenty (20) business days after complainant has completed such compliance.

A written notice specifying the time, place, and the procedures governing the hearing shall be delivered to the complainant and the Property Manager and/or Director of Housing.

E. Procedures Governing Hearings

1. Fair Hearings.

The hearings shall be held before a hearing officer or hearing panel as described above in Section D. The complainant shall be afforded a fair hearing that shall include:

- a. The opportunity to examine, before the hearing, any NWGHA documents, including records and regulations that are directly relevant to the hearing.

The complainant will be allowed to copy any such documents at resident's expense. If NWGHA does not make the documents available for examination upon request by the complainant, NWGHA may not rely on such document at the grievance hearing.

- b. The right to be represented by counsel or other person chosen as the complainant's representative and to have such person make statements on the complainant's behalf.
- c. The right to a private hearing unless the complainant requests a public hearing. The right to present evidence and arguments in support of the complainant's complaint, to controvert evidence relied on by NWGHA and to confront and cross examine all witnesses upon whose testimony or information NWGHA relies; and
- d. A decision solely and exclusively upon the facts presented at the hearing.

2. Prior Decision in Same Matter.

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

3. Failure to Appear.

If the complainant or NWGHA fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for a period not to exceed five (5) business days or may make a determination that the party failing to attend has waived his/her right to a hearing. In such event, the hearing officer shall notify the complainant and NWGHA of the determination.

The failure to attend a grievance hearing shall not constitute a waiver of any right for which the complainant may have to contest NWGHA's disposition of the grievance in an appropriate judicial proceeding.

4. Required Showing of Entitlement to Relief.

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

5. Informality of Hearing.

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

F. Decision of the Hearing Officer or Hearing Panel

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

1. **Written Decision.**

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

- a. A copy of the decision shall be sent to the complainant and NWGHA. NWGHA shall retain a copy of the decision in the complainant's resident folder.
- b. A copy of such decision, with all names and identifying references deleted shall also be maintained on file by NWGHA and made available for inspection by any prospective complainant, his/her representative, or the hearing officer or panel.

2. **Binding effect.**

The written decision of the hearing officer or panel shall be binding upon NWGHA who shall take all actions, or refrain from any actions, necessary to carry out the decision unless NWGHA decides, within a reasonable time, and properly notifies the complainant of its determination, that:

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

A decision of the hearing officer or panel is contrary to applicable Federal, State, or Local law, HUD regulations or requirements of the annual contributions contract, as may be determined by NWGHA's Board of Commissioners in sole and absolute discretion. However, in the event the Board of Commissioners reverses the decision of a grievance hearing officer or panel which denies the relief requested by the complainant, such

reversal shall not constitute a waiver of, nor affect in any way the rights of the complainant to have a trial or judicial review in any judicial proceeding in a court of law, which may thereafter be brought in the matter.

G. Notices

All notices under this grievance procedure shall be deemed delivered: (1) upon personal service therefore upon the complainant or an adult member of the complainant's household, (2) upon the date received for or refused by the addressee, in the case of certified or registered U.S. Mail, or (3) on the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail.

If a resident is visually impaired, any notice hereunder delivered to such resident shall be in an accessible format.

H. Expedited Grievances Procedures

NWGHA will follow expedited grievance procedures for any grievance concerning a termination of tenancy or eviction that involves any criminal or violent behavior that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of NWGHA, or any drug-related criminal activity on or near such premises. Such procedures will provide for an expedited notice of hearing request, an expedited scheduling of the hearing, and for an expedited decision on the grievance. The tenant will have three (3) business days to make their request in writing. The hearing officer will have three (3) business days to schedule the hearing, and three (3) business days to render a decision. All other aspects of the expedited grievance process shall be the same for other grievance.

I. Modification

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

J. Definitions

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

1. **Grievance:** Any dispute that a resident may have with respect to the Commission's action or failure to act in accordance with the individual resident's lease or Commission regulations that adversely affect the individual resident's rights, duties, welfare or status.
2. **CFR:** The Code of Federal Regulations that contains the federal regulation governing this grievance procedure.
3. **Complainant:** Any resident whose grievance is presented to the Director of Housing in accordance with the requirements set forth in this procedure.
4. **Drug-Related Criminal Activity:** The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance, as defined in Section 102 of the Controlled Substance Act (21 U.S.C. Section 802) as from time to time amended.
5. **Elements of Due Process:** The following procedural safeguards are required to be followed in an eviction action or a termination of tenancy in a state or local court:
 - a. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
 - b. Right of the resident to be represented by counsel;

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- c. Opportunity for the resident to refute the evidence represented by the Housing Commission, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense that the resident may have:
 - d. A decision on the merits.
6. **Hearing Officer:** An impartial person selected in accordance with 24 CFR Section 966.55 and this grievance procedure to hear grievances and render decisions with respect thereto.
 7. **Hearing Panel:** A panel selected in accordance with 24 CFR Section 966.55 and this procedure to hear grievances and render decisions with respect thereto.
 8. **HUD:** The United States Department of Housing and Urban Development
 9. **Notice:** As used herein, the term notice shall, unless otherwise specifically provided, mean written notice.
 10. **Resident:** The adult person (or persons) other than a live-in aide.
 11. **Resident Organization:** An organization of residents that includes any resident council.
 12. **Business Days:** Monday through Friday of each week, except for legal holidays recognized by the federal government.

NORTHWEST GEORGIA HOUSING AUTHORITY COMMUNITY SERVICE POLICY

I. Definitions

A. Community Service and Self-Sufficiency Requirements (CSSR)

The performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. **Community service is not employment** and may not include political activities.

B. Exempt Individuals – An adult who:

- (1) Is 62 years or older;
- (2) (i) Blind or disabled individual, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416(i)(1); 1382c), and who certifies that because of this disability she or he is unable to comply with the service provisions of this subpart;
or
(ii) Is a primary caretaker of such individual;
- (3) Engaged in work activities. In order for an individual to be exempt from CSSR requirement because he/she is “engaged in work activities” the person must be participating in an activity that meets one of the following definitions of “work activities,” contained in Section 407(d) of Social Security Act (42 U.S.C. Section 607(d):
 - i. Unsubsidized employment;
 - ii. Subsidized private-sector employment;
 - iii. Subsidized public-sector employment;
 - iv. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
 - v. On-the-job training;
 - vi. Job-Search;
 - vii. Community Service Programs;
 - viii. Vocational educational training (not to exceed 12 months with respect to any individual);
 - ix. Job-skills training directly related to employment;
 - x. Education directly related to employment in the case of recipient who has not received a high school diploma or a certificate of high school equivalency;
 - xi. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of the recipient who has not completed secondary school or received such a certificate.
- (4) Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 *et seq.*) or under any other welfare program of the State of Georgia, including a State-administered welfare-to-work program; or
- (5) A member of a family receiving assistance, benefits or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 *et seq.*) or under any other welfare program of the State of Georgia, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such a program. Supplemental Nutrition Assistance Program (SNAP)

C. Service Requirement

The obligation of each adult resident, other than an exempt individual, to perform community service or participate in an economic-self sufficiency program required in accordance with General Requirements.

II. General Requirements

A. Service Requirement

Except for any family member who is an exempt individual, each adult resident of Northwest Georgia Housing Authority (NWGHA) must:

- (1) Contribute eight (8) hours per month of community service (not including political activities); or
- (2) Participate in an economic self-sufficiency program for eight (8) hours per month; or
- (3) Perform eight (8) hours per month of combined activities as described in paragraphs (A(1) and A(2)) of this section.

B. Family Violation of Service Requirement

Violation of the service requirement is grounds for non-renewal of the lease at the end of the twelve-month lease term, but not for termination of tenancy during the course of the twelve-month lease term.

III. How PHA Administers Service Requirements

- A. NWGHA must review family compliance with service requirements, and must verify such compliance annually at least thirty days before the end of the twelve-month lease term. If qualifying activities are administered by an organization other than the NWGHA, NWGHA shall obtain verification of family compliance from such third parties.
- B. NWGHA must retain reasonable documentation of service requirement performance or exemption in participant files.
- C. NWGHA must comply with non-discrimination and equal opportunity requirements.

IV. Assuring Resident Compliance

A. Third-party Certification

If qualifying activities are administered by an organization other than the NWGHA, a family member who is required to fulfill a service requirement must provide signed certification to NWGHA by such other organization that the family member has performed such qualifying activities.

B. NWGHA Notice of Non-Compliance

- (1) If NWGHA determines that there is a family member who is required to fulfill a service requirement, but who has violated this family obligation (noncompliant resident), NWGHA must notify the resident of this determination.
- (2) NWGHA notice to the resident must:
 - (a) Briefly describe the noncompliance;
 - (b) State that NWGHA will not renew the lease at the end of the twelve month lease term unless:

- (i) The resident, and any other noncompliant resident, enter into a written agreement with NWGHA, in the form and manner required by NWGHA to cure such noncompliance, and in fact cure such noncompliance in accordance with such agreement; or
- (ii) The family provides written assurance satisfactory to NWGHA that the resident or other noncompliant resident no longer resides in the unit.
- (iii) State that the resident may request a grievance hearing on the NWGHA determination and that the resident may exercise any available judicial remedy to seek timely redress for the NWGHA's renewal of the lease because of such determination.

C. Resident Agreement to Comply with Service Requirement

If the resident or another family member has violated the service requirement, NWGHA may not renew the lease upon expiration of the term unless:

- (1) The resident, and any other noncompliant resident, enter into a written agreement with NWGHA, in the form and manner required by NWGHA to cure such noncompliance by completing the additional hours of community service or economic self-sufficiency activity needed to make up the total number of hours required over the twelve-month term of the new lease, and
- (2) All other members of the family who are subject to the service requirement are currently complying with the service requirement or are no longer residing in the unit.
- (3) Any applicant who was required to perform Community Service in a previous tenancy and was non-compliant must provide verifiable proof of satisfactory completion of all required hours before they will be considered eligible for housing assistance.

**Northwest Georgia Housing Authority
Bed Bug Policy**

I. Purpose of the Policy

The Northwest Georgia Housing Authority (the “Housing Authority”) recognizes the problems that can arise out of bed bug infestations in public housing. The Housing Authority also recognizes that without close attention and complete cooperation by all parties—the Housing Authority, residents, and landlords in the Housing Choice Voucher Program—bed bugs can be difficult to contain. As a result, the Housing Authority adopts this Bed Bug Policy to clearly set forth the responsibilities of the parties in an effort to minimize bed bug infestations in both the Public Housing Program and the Housing Choice Voucher Program.

II. The Housing Authorities’ Responsibilities

A. Management

1. The Housing Authority shall provide training to appropriate staff members regarding the identification, prevention, and eradication of bed bugs.
2. The Housing Authority shall make efforts to educate new and existing residents on methods that may be utilized in order to prevent and detect bed bugs. Such efforts may include written handouts distributed to all residents and public workshops for residents to attend. (See “Prevention Tips” attached to this policy.)
3. The Housing Authority will keep a qualified pest control company under contract so they can be called on an “as needed” basis if internal staff is inadequate to deal with a bedbug infestation.
4. The Housing Authority shall keep written records of reports and incidents of bedbug infestation. Said records shall identify the dates, times, and places of such reports or incidents.

B. Inspections

1. If a resident reports the existence of bed bugs in his or her unit, the Housing Authority or a qualified third party trained in bedbug detection shall inspect the dwelling unit to determine if bed bugs are present using the “Central Maintenance Tracking Sheet.” The inspection(s) shall occur within three business days of the resident report when possible.
2. The inspection shall cover the unit reporting the infestation and no less than the adjoining apartment in a duplex or surrounding apartments consisting of the units above, below, left and right in a multifamily building if these units exist.
3. If the initial inspection confirms the presence of bed bugs, the Housing Authority will provide the resident with the “Roles and Responsibilities” document attached to this Policy. This document will be explained to the resident to ensure understanding and compliance prior to treatment. The Housing Authority will secure the resident’s signature indicating receipt and understanding of the document.
4. After providing the resident with the “Roles and Responsibilities” document and an understanding from the resident of his or her willingness to comply with his or her responsibilities, the Housing Authority will contact a licensed pest control company to treat the infestation. The length, method, and extent of the treatment will depend on the severity and complexity of the infestation, and the level of cooperation of the residents.

The resident may expect treatment to begin within five days of the inspection, though depending on the form of treatment and/or the availability of the contractor, this may not be possible. Residents should be advised that treatment may take several weeks and possibly several applications.

5. If an infestation is suspected but cannot be verified, the Housing Authority will re-inspect the unit(s) periodically over the next several months.
6. If licensed pest control companies are unattainable within three calendar days, the Housing Authority shall retain documentation of the efforts to obtain qualified services.
7. The Housing Authority will not charge a resident to cover the cost of bedbug treatment; such costs shall be covered by the Housing Authority. The only exception to this rule is if material supplied by the Housing Authority to the resident to combat bed bugs or the possibility of bed bugs is lost or damaged due to an action by a resident or his or her guest.
8. In order to educate residents and minimize the presence of bed bugs, the Housing Authority has created a "Prevention Tips" document that is provided to all residents.

III. Resident's Responsibilities

- A. Under the terms of the Housing Authority's standard lease agreement, residents are required to "immediately report any problem with infestation, including, but not limited to, bed bug ... infestations." Residents are the first line of defense against bed bugs and thus any willful failure on the part of a resident to report a bed bug infestation is a serious and material breach of the lease agreement and may result in adverse action taken against the resident, up to and including eviction. A resident reporting bed bugs may expect expeditious response and attention by the Housing Authority, but should be advised that inspection and, if necessary, treatment of bed bugs may take time to schedule.
- B. Since clutter is a friend of bed bugs, residents will keep clutter in their homes to an absolute minimum.
- C. If it is determined that bed bugs are present in the unit, residents are required to cooperate with the treatment efforts by completing all items listed on the "Roles and Responsibilities" document prior to treatment and as soon as possible.
- D. Residents will not be reimbursed the cost of any additional expense to the household, such as the purchase of new furniture, clothing, or cleaning services.
- E. Residents can easily unintentionally bring bed bugs onto the property when returning from a trip or bringing property into their homes. Therefore, residents will check their luggage and clothes whenever they return home from taking a trip and examine any secondhand items before bringing them home.

Bed Bug Management Plan NWGHA & Resident Roles and Responsibilities

It has been determined, based on the inspection of your residence that bed bugs are present and professional treatment is required. Bed bugs are a problem that can only be solved when both parties (NWGHA and resident) work simultaneously toward a common goal, extermination and elimination. HUD regulations require the resident's cooperation in order to successfully eliminate the presence of bed bugs. Without proper treatment, bed bugs are difficult to contain and have the potential to infest neighboring housing units. In addition, if a resident relocates and the proper treatment has not taken place, the bed bugs will move with the resident as bed bugs can be carried in furniture, bedding, clothing, etc. NWGHA will not be responsible for the reimbursement and/or replacement of any resident furniture, clothing, household items, and medical expenses.

The following plan outlines the roles and responsibilities of NWGHA (landlord) and the resident in the treatment of bed bugs:

NWGHA

- Inspect residence for infestation within one work day of receipt of emergency work order.
- Schedule treatment date as soon as possible, but no later than three days after the initial inspection (subject to resident readiness).
 - Scheduled treatment date _____.
- Provide at initial inspection special bed bug mattress and box spring encasements for use on all mattresses and box springs, in accordance with the Maintenance Charge list. Resident may provide own mattress and box spring encasements, however the time frames still apply.
- Provide a dozen (12) large trash bags at no charge to the resident for the storage of clothing, towels, toys, other linens, etc. prior to and during treatment.
- Treat residence including furniture.
 - If infested furniture does not respond to treatment, NWGHA will dispose of furniture at resident's request OR resident can have furniture professionally re-treated at their expense. Proof of re-treatment MUST be provided to NWGHA within 48 hours of determination that initial treatment was unsuccessful. If the retreatment of furniture is deemed unsuccessful, resident may be required to dispose of furniture.
- Perform follow-up with resident within 10 days of treatment to ensure treatment was effective.
- Perform additional treatments as necessary.

Resident

- Resident must be onsite at the scheduled time when the initial inspection is conducted.
- For treatment to be effective, resident must perform the tasks listed below prior to the scheduled treatment date. NWGHA encourages resident to complete items listed as soon as possible in order to minimize severity of bed bug presence and resolve the problem quickly.
 - Remove all sheets, blankets, mattress covers, pillowcases, etc. from beds and wash in hot water (120+ degrees recommended) and dry in clothes dryer on the highest heat setting for at least 30 minutes. Fold them and place them in plastic garbage bags and seal the plastic bags tightly. Do not put them back on the bed until the evening after treatment.
 - Remove everything from bedrooms and hall closets. Closets, dresser drawers, and night stand drawers must be empty. Remove all clothing, toys, boxes, etc. from bedroom floors.
 - Wash all clothing, towels, and other linens in hot water (120+ degrees recommended) and dry in the dryer on the highest heat setting for at least 30 minutes. Place clean items inside airtight plastic storage bins or plastic garbage bags that are sealed tightly and store until after treatment.
 - Vacuum (using disposable vacuum cleaner bags) all furniture, dresser drawers, night stand drawers, mattresses, and box springs. Place disposable vacuum cleaner bag inside plastic garbage bag that is sealed tightly and discard in outdoor trash receptacle immediately.

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- Move all furniture to the center of the room(s) being treated.
- Discard all cardboard hangers, boxes, etc.
- Remove all pictures from walls.
- Place all bed bug mattress encasements (provided at initial inspection) on all beds. The bed bug mattress encasement is an effective bed bug killer when combined with treatment and must remain on the mattress for at least one year. If the mattress or box spring encasement becomes torn or damaged it is the resident's responsibility to replace.
- Discarded mattresses, box springs, furniture, etc. must not be placed in dumpsters; they must be removed from the premises.
- Remain out of the residence for four hours after treatment (includes all household members and pets).
- Furniture that does not respond to treatment must be disposed of or professionally treated. If resident chooses to dispose of furniture, NWGHA will remove furniture from the unit at resident's request. If resident chooses to dispose of furniture on their own it MUST be removed from the premises. If resident chooses not to dispose of infested furniture they MUST have it re-treated (at their expense and within 48 hours of determination that initial treatment was unsuccessful) by a licensed exterminator. Resident must provide proof of re-treatment to NWGHA within 72 hours of determination that initial treatment was unsuccessful.

FAILURE TO COMPLY: If treatment is scheduled and the exterminator determines that resident has not performed the above stated responsibilities, the following will occur:

- 1. Treatment will be cancelled by the exterminator.***
- 2. Resident will be held financially responsible for all costs incurred in accordance with the Maintenance Charge list.***
- 3. Resident lease may be terminated at NWGHA's discretion.***

_____Initials

**Bed Bug Management Plan
Relocation Task List**

Bed bugs are difficult to contain without the proper treatment. Therefore if a resident relocates and the proper treatment has not taken place, the bed bugs will move with the resident as bed bugs can be carried in furniture, bedding, clothing, etc. If it has been determined that you must relocate to a new unit, certain steps must be followed to ensure that bed bugs are not transferred to the new residence. To prevent further infestation, the Relocation Task List below **MUST** be completed in preparation for relocation.

RELOCATION TASK LIST (initial each item)

_____ Remove all sheets, blankets, mattress covers, pillowcases, etc. from beds and wash in hot water (120+ degrees recommended) and dry in clothes dryer on the highest heat setting for at least 30 minutes. Fold them and place them in plastic garbage bags, seal bags tightly. Do not put them back on the bed until move is complete.

_____ Wash all clothing, toys, towels, and other linens in hot water (120+ degrees recommended) and dry in clothes dryer on the highest heat setting for at least 30 minutes. Place clean items inside airtight plastic storage bins or plastic garbage bags that are sealed tightly and store until relocated.

_____ Vacuum (using disposable vacuum cleaner bags) all furniture, dresser drawers, night stand drawers, mattresses, and box springs. Place disposable vacuum cleaner bag inside plastic garbage bag, seal plastic garbage bag tightly, and discard in outdoor trash receptacle immediately.

_____ Purchase and place special bed bug mattress and box spring encasements around all mattresses and box springs. Bed bug mattress and box spring encasements are an effective bed bug killer when combined with treatment and must remain on all mattresses and box springs for at least one year. Bed bug encasements can be purchased locally at Bed, Bath, and Beyond for approximately \$10.00 – \$20.00 depending on size needed. The resident is solely responsible for the purchase of this item.

_____ Discard or have all infested furniture professionally treated by a licensed exterminator. If resident chooses to keep furniture, proof of treatment must be provided to NWGHA prior to relocation. NWGHA will not relocate resident to a new unit with infested furniture.

_____ Initials

Bed Bug Management Plan
Exterminator Selection Tips

The information listed below is from the New York Times article “Sleeping with the Enemy (Bed Bugs).” Please note that the information listed is provided as a reference only. If the presence of bed bugs is suspected, immediate action should be taken.

- Most successful treatment efforts include a combination of a thorough cleaning and sorting, along with repeated professional bed bug treatment applications.
- Many pest control companies will perform a visual inspection at no charge in hopes that if you have bed bugs, you’ll hire them to do the treatment.
- According to the article, you should be wary of pest control companies that emphasize their bed bug expertise.
- Find an established pest control company that has been in business at least five years.
- The article states that exterminators may charge \$250 to \$900 a room to get rid of bed bugs, depending on the level of infestation and the types of treatments used. Prices in our local area may vary.
- Be sure the exterminator makes at least one follow-up visit. According to the article it’s near impossible to kill all bed bugs in a given area with one treatment.
- Ask if follow-up treatments are included in the price quoted to you.
- Check to see that the company and technician you hire are licensed in your state.
- Check the Better Business Bureau for any complaints filed against the exterminators you are considering.

_____Initials

NORTHWEST GEORGIA HOUSING AUTHORITY
SMOKE AND TOBACCO FREE ENVIRONMENT LEASE

Effective January 1, 2017

I, _____, understand that Northwest Georgia Housing Authority (NWGHA) properties are **smoke and tobacco free**. This smoking prohibition for NWGHA properties includes all indoor and outdoor areas including, but not limited to, all apartments, common areas, building grounds, recreational areas, and parking lots. As a resident, I agree and understand that neither I nor any of my family members or guests will smoke or be in possession of tobacco products anywhere on the leased properties and I further agree that I will ensure that my Resident Family, other persons under my Resident's Family control, live-in-aide, my guests, and my Resident Family's guest **shall not smoke or be in the possession of tobacco products** on the entire property. Smoking includes but is not limited to the use of cigarettes, cigars, pipe, blunts, tobacco, Hookah, Electronic Nicotine Delivery Systems (ENDS or Electric Cigarette) or incense products.

I will comply with this Lease Addendum regarding this no smoking requirement. I understand any violation of this **Smoke Free Environment** Lease Addendum is a serious violation of a material term of my Lease with the Northwest Georgia Housing Authority and shall serve as grounds for the Landlord to terminate my Lease.

1st Violation Warning

2nd Violation Eviction

Resident Signature

Date

NWGHA Property Manager Signature

Date