



<b>10.0</b>	<p><b>Additional Information.</b> Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year Plan.</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA’s definition of “significant amendment” and “substantial deviation/modification”</p>
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<b>11.0</b>	<p><b>Required Submission for HUD Field Office Review.</b> In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. <b>Note:</b> Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</p> <p>(g) Challenged Elements</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p>
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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

## 5.1 MISSION STATEMENT

TO SUPPORT THE COMMUNITIES HOUSING INITIATIVES AND PROVIDE ADEQUATE, AFFORDABLE AND ENVIRONMENTALLY SOUND HOUSING OPPORTUNITIES TO VERY LOW AND LOW-INCOME FAMILIES FREE FROM DISCRIMINATION.

## 5.2 GOALS AND OBJECTIVES

### GOAL A: PROMOTE DECENT, SAFE AND AFFORDABLE HOUSING TO VERY LOW AND LOW-INCOME FAMILIES

1A. IMPROVE THE MANAGEMENT ACCOUNTABILITY AND PHYSICAL QUALITY OF PUBLIC HOUSING.

2A. ESTABLISH REGULATIONS AND GUIDELINES THAT EMPOWER PROGRAM PARTICIPANTS TO MAINTAIN DECENT, SAFE AND SANITARY HOUSING CONDITIONS.

### GOAL B: STRENGTHEN COMMUNITY HOUSING INITIATIVES

1B. NETWORK WITH COMMUNITY ORGANIZATIONS SUCH AS THE DEPARTMENT OF FAMILY AND CHILDREN SERVICES AND FAMILY CONNECTION TO MEET THE HOUSING NEEDS OF LOW AND VERY-LOW INCOME FAMILIES.

2B. FOSTER HOMEOWNERSHIP INITIATIVES CREATED BY THE CITY OF ASHBURN TO ASSIST RESIDENTS IN BECOMING HOMEOWNERS.

### **GOAL C: EMBRACE HIGH STANDARDS OF ETHICS, MANAGEMENT AND ACCOUNTABILITY**

1C. IMPROVE INTERNAL AND MANAGEMENT CONTROLS TO ENSURE PROGRAM COMPLIANCE.

2C. IMPROVE ACCOUNTABILITY, SERVICE DELIVERY AND CUSTOMER SERVICE.

### **6.0 PHA Plan Update**

**(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:**

ACOP AND LEASE MODIFICATIONS/REVISIONS

**(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.**

HOUSING AUTHORITY OF THE CITY OF ASHBURN, OFFICE 412, 200 PERRY DRIVE, ASHBURN, GA 31714

### **9.0 HOUSING NEEDS: EXTRACTION FROM THE DCA GA CONSOLIDATED PLAN FY2005-FY2010**

#### **GEORGIA'S CONSOLIDATED PLAN FFY 2005 – FFY 2010**

##### **I. Access to Affordable Housing**

Although the federal minimum wage increased in calendar year 2009 to \$7.25 per hour, a household earning a single minimum wage could pay not more than \$247 per month for rent before the household becomes cost burdened when the minimum wage was \$5.15 per hour. In Georgia, 32.5% of households rent whereas 67.5% own homes. According to the National Low Income Housing Coalition, 68.2% of extremely low-income renter households in Georgia are cost burdened, and 53.4% of Georgia's extremely low income renter households are severely cost burdened.

Most available housing at a cost low enough to be affordable is found in neighborhoods distressed by violence and crime. Homeless clients have been reported to prefer staying in shelters rather than living in areas where they or their children may be in danger.

Additional programs and incentives are needed in order to disperse affordable housing opportunities to Georgia's low-income families and individuals. More efforts are also needed to prevent new households from becoming homeless and to assist the existing homeless population in securing permanent housing.

## **II. OTHER HOUSING NEEDS**

Additional bed spaces in emergency shelters, transitional housing facilities, single room occupancies and efficiency apartments are needed across Georgia to serve the existing homeless population. Homeless providers have voiced the need for facilities that offer transitional housing to young adults over age 18; shelters that are accessible by all household types; and the elimination of time limits.

Other housing needs identified by providers include additional housing for homeless men and families; increased access to affordable housing; additional transitional housing; down payment and first/last month's rent assistance; rental assistance; long-term shelters; additional shelters; and education for the general public on the homeless issue. Additional assistance is needed with paying past utility bills and new utility deposits; long-term lease or lease purchase arrangements for households leaving transitional housing; and weatherization services.

## **III. OVERVIEW OF GEORGIA'S HOUSING SUPPLY**

Continued population growth, combined with increasingly smaller household sizes and record low mortgage rates, has spurred tremendous growth in the housing market for Georgia. The number of occupied housing units increased approximately 27% from 1990 to 2000, higher than the 24% increase in total housing units for the state. In fact, the increase in the number of Georgia's housing units did not keep pace with the increase in Georgia's population. The population increase played a major factor in the growth of owner-occupied housing units when compared to renter-occupied units.

In 2000, Georgia's housing stock consisted of 67% single-family houses, 7% two to four-unit houses, 14% multifamily units, and 12% mobile homes. From 2000 to 2002, the housing unit inventory increased by an estimated 6.3%. During this time, Georgia ranked fourth in the nation as having the greatest percentage of housing unit change. Much of this development activity was concentrated in or near Atlanta.

The majority of households with housing needs are owners living in single unit detached houses (81.7%). Renters of single unit detached houses make up the next largest group of households with housing needs (27.9%).

## **IV. CONDITION OF GEORGIA'S HOUSING SUPPLY**

**Kitchen Facilities** – More than 99% of Georgia's housing units had kitchen facilities. Only 0.5% (15,161) lacked complete kitchen facilities.

**Plumbing Facilities** – Almost all housing units had plumbing facilities. A total of 17,117 units, approximately 0.6% lacked complete plumbing facilities.

**Heating Source** – The majority of Georgia's houses were heated by utility gas (49%). Thirty-eight percent (38%) utilized electricity as the source of heating; 11% used bottled, tank, or LP gas; and the remaining 2% used another fuel or no fuel at all.

**Overcrowding** – Conditions of overcrowding, defined as more than one person per room, affected 4.8% of all occupied housing units in Georgia. Renters were more likely to live in overcrowded units than owners (9.8% and 2.4%, respectively). Hispanics were more likely to live in overcrowded housing than all other racial/ethnic groups.

**Age of Housing Stock** – Twenty-eight percent (28%) of Georgia's housing units were 10 years old or less in 2000, 22% were between 11 and 20 years old, 31% were between 21 and 40 years old.

## V. GEORGIA'S HOUSING COSTS

A household spending more than 30% of its income on housing is said to be cost burdened. From 1990 to 2000, housing costs increased 47% for renters while the median income increased 46.2% from \$29,021 in 1989 to \$42,433 in 1999. According to the 2000 census, the median contract rent was \$505. Median contract rent indicates the monthly rent agreed to regardless of furnishings, utilities, fees, meals, or services that may be included. With a 47% increase in rents since 1990, lower-income households are having an increasingly difficult time finding affordable housing. According to the National Low Income Housing Coalition, an extremely low-income household can afford monthly rent of no more than \$433 – only 85% of the state's median rent.

In 2004, HUD's fair market rent for a two-bedroom unit was proposed to be \$728 – only 59% of the state's median rent. A minimum wage earner could afford monthly rent of no more than \$268 without becoming cost burdened. Forty four percent (44%) of renters in Georgia (429,975 households) are unable to afford the fair market rent for a two-bedroom unit.

Housing Costs	1990	2000	% Change 1990-2000
Median Contract Rent	\$344	\$505	47%
Median Home Value	\$71,200	\$111,200	56%

The average sales price of a home in Georgia in 2000 was \$162,954. By 2002, the average sales price was \$176,868. The HUD estimated median income for Georgia households in 2000 was \$50,600 annually. A household earning 80% of the median income (\$40,480) or below would not be able to afford a home at the 2000 average sales price. This also holds true when using the 2002 median income and purchase price averages. It appears that many low- and moderate-income households in Georgia (40% of all households) could not afford the average sales price of a home in Georgia.

Transportation expenses also impact the affordability of a housing unit for many households. For low- and moderate-income households, the quest to find an affordable housing unit may lead them far from available jobs, further increasing the cost of transportation. Simultaneously, the increase in transportation costs effectively reduces the amount of income available for housing costs. Renters facing this dilemma may not have enough money to cover other costs of living. Homeowners may not be able to maintain their homes adequately. Ultimately, high transportation costs can restrict a household from venturing into homeownership and from building wealth.

## VI. GEORGIA'S HOUSING DEMAND

The total increase in demand for housing is anticipated to be just over 525, 000 new units from 2000 to 2010. Housing demand for low- and moderate-income households is estimated to make up 75% of these new units, or approximately 379,103 new housing units.

## VII. REGULATORY BARRIERS TO AFFORDABLE HOUSING IN GEORGIA

Although many barriers to affordable housing are beyond governmental control, several factors affecting housing costs can be identified at the government level. Governmental barriers to affordable housing are often a side effect of policies regarding essentially unrelated areas, such as transportation and the environment. Nevertheless, social attitudes and the desire of individuals to protect financial investments frequently result in a “not in My Back Yard” syndrome where protectionist actions work to limit housing and resident diversity.

The types of regulations that may influence housing costs are zoning ordinances and land use controls, building codes, fees and charges, tax policies, transportation and Federal policies.

## VIII. FIVE-YEAR STRATEGIC PLAN

Georgia's Housing and Community Development Priority Needs

## Direct Benefit Priorities

- To increase the number of Georgia's low- and moderate-income households who have obtained affordable rental housing that is free of overcrowded and structurally substandard conditions.
- To increase the number of Georgia's low- and moderate-income households who have achieved and are maintaining homeownership in housing free of overcrowded and structurally substandard conditions.
- To increase the access of Georgia's homeless to a continuum of housing and supportive services which address their housing, economic, health and social needs.
- To increase the access of Georgia's special need populations to a continuum of housing and supportive services that address their housing, economic, health and social needs.
- To increase the access of Georgia's elderly population to a continuum of housing and supportive services which address their housing, economic, and social needs.

## Production Improvement Priorities

- To increase coordination, strengthen linkages and encourage the formation of partnerships between Georgia's private sector housing developers, financial institutions, nonprofit organizations, public sector agencies, foundations and other providers.
- To increase the capacity and skills of local nonprofit organizations and other providers to offer housing assistance.
- To improve the responsiveness of state and local policies to affordable housing issues.

## **IX. GEORGIA'S FIVE-YEAR AFFORDABLE HOUSING PRIORITIES**

- To increase the number of Georgia's low- and moderate-income households who have obtained affordable rental housing that is free of overcrowded and structurally substandard conditions.
- To increase the access of Georgia's Latino population to a continuum of housing and supportive services which address their housing, economic and social needs.
- To increase the number of Georgia's low- and moderate-income households who have achieved and are maintaining homeownership in housing free of overcrowded and structurally substandard conditions.

### **Strategy for addressing housing needs.**

Georgia's housing strategies, goals and objectives as established in the Comprehensive Plan coincide and are directly related to the goals and objectives of the Housing Authority. The Housing Authority will strive to meet its goals and objectives and assist the City of Ashburn in meeting similar housing goals and objectives.

## **10. Additional Information. Describe the following, as well as any additional information HUD has requested.**

### **(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.**

In developing the FY-2005 Agency Plan, the following goals, objectives and strategies were established by the Housing Authority of the City of Ashburn to coincide with HUD's initiatives. The Housing Authority of the City of Ashburn met these goals, objectives and strategies during the past five year period:

#### **Goal: Provide an improved living environment**

Implemented measures to deconcentrate poverty by bringing higher income public housing households into lower income developments. Implemented measures to promote income mixing in public housing by assuring access for lower income families into higher income developments. Implemented public housing security improvements:

**Goal: Ensure equal opportunity and affirmatively further fair housing**

Developed affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability. Developed affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability. Developed affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:

**Strategy: Maximize the number of affordable units available to the PHA within its current resources by:** Employing effective maintenance and management policies to minimize the number of public housing units off-line; reduce turnover time for vacated public housing units; reducing time to renovate public housing units; and the Executive Director was available to participate in the Consolidated Plan development process to ensure coordination with broader community strategies

**Strategy: Target available assistance to families at or below 30 % of AMI by:** Exceeding HUD federal targeting requirements for families at or below 30% of AMI in public housing and adopting rent policies to support and encourage work.

**Strategy: Target available assistance to families at or below 50% of AMI by:** Adopting rent policies to support and encourage work.

**Strategy: Target available assistance to Families with Disabilities by:** Carrying out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing.

**(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"**

Substantial deviations or significant amendments or modifications are defined as discretionary changes in the plans or policies of the Housing Authority of the City of Ashburn that fundamentally change the mission, goals, objectives, or plans of the agency and which require formal approval of the Board of Commissioners.

<b>Part I: Summary</b>			
<b>PHA Name: Housing Authority of the City of Ashburn</b>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"><b>Grant Type and Number</b> Capital Fund Program Grant No: GA06P08750110 Replacement Housing Factor Grant No: Date of CFFP:</td> <td style="width:70%;"><b>FFY of Grant: FY2010</b> <b>FFY of Grant Approval: Fy2010</b></td> </tr> </table>	<b>Grant Type and Number</b> Capital Fund Program Grant No: GA06P08750110 Replacement Housing Factor Grant No: Date of CFFP:	<b>FFY of Grant: FY2010</b> <b>FFY of Grant Approval: Fy2010</b>
<b>Grant Type and Number</b> Capital Fund Program Grant No: GA06P08750110 Replacement Housing Factor Grant No: Date of CFFP:	<b>FFY of Grant: FY2010</b> <b>FFY of Grant Approval: Fy2010</b>		

<b>Type of Grant</b> <input checked="" type="checkbox"/> <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/Emergencies</b> <input type="checkbox"/> <b>Revised Annual Statement (revision no:                    )</b> <input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>	
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Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>	\$18,908			
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$20,000			
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	\$196,200			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
**Expires 4/30/2011**

<b>Part I: Summary</b>					
<b>PHA Name: Housing Authority of the City of Ashburn</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No: GA06P08750110 Replacement Housing Factor Grant No: Date of CFFP:	<b>FFY of Grant: FY2010</b> <b>FFY of Grant Approval: FY2010</b>			
<b>Type of Grant</b>					
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no: )	
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Final Performance and Evaluation Report			
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	\$235,108			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
<b>Signature of Executive Director</b>		<b>Date</b>		<b>Signature of Public Housing Director</b>	
				<b>Date</b>	

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.









<b>Part I: Summary</b>	
<b>PHA Name: Housing Authority of the City of Ashburn</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No: GA06P08750109 Replacement Housing Factor Grant No: Date of CFFP:
<b>FFY of Grant: FY2009</b> <b>FFY of Grant Approval: Fy2009</b>	

**Type of Grant**  
 Original Annual Statement       Reserve for Disasters/Emergencies       Revised Annual Statement (revision no:2 )  
 Performance and Evaluation Report for Period Ending:       Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>	\$35,318	\$36,354		
3	1408 Management Improvements	\$26,000	\$26,000		
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$12,000	\$12,000		
8	1440 Site Acquisition				
9	1450 Site Improvement		\$10,200		
10	1460 Dwelling Structures	\$161,790	\$166,390		
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
**Expires 4/30/2011**

<b>Part I: Summary</b>						
<b>PHA Name:</b> Housing Authority of the City of Ashburn		<b>Grant Type and Number</b> Capital Fund Program Grant No: GA06P08750109 Replacement Housing Factor Grant No: Date of CFFP:			<b>FFY of Grant: FY2009</b> <b>FFY of Grant Approval: FY2009</b>	
<b>Type of Grant</b>						
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input checked="" type="checkbox"/> Revised Annual Statement (revision no: 1 )		
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Final Performance and Evaluation Report				
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>		
		Original	Revised <sup>2</sup>	Obligated	Expended	
18a	1501 Collateralization or Debt Service paid by the PHA					
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment					
19	1502 Contingency (may not exceed 8% of line 20)					
20	Amount of Annual Grant:: (sum of lines 2 - 19)	\$235,108	250,944			
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security - Soft Costs					
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures					
<b>Signature of Executive Director</b>			<b>Date</b>		<b>Signature of Public Housing Director</b>	
					<b>Date</b>	

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

<b>Part II: Supporting Pages</b>								
PHA Name: Housing Authority of the City of Ashburn			<b>Grant Type and Number</b> Capital Fund Program Grant No: GA06P08750109 CFFP (Yes/ No): Replacement Housing Factor Grant No:			<b>Federal FFY of Grant: FY2009</b>		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
PHA Wide	Operations	1406		\$35,318	\$36,354			
	Fees & Costs	1430		\$12,000	\$12,000			
	Replace ED Vehicle	1408		\$26,000	\$26,000			
GA087-1	Replace Shower Heads	1460	20	\$540	\$540			
	Replace kitchen cabinet tops	1460	3		\$1,800			
	Replace Medicine Cabinets	1460	20		\$2,000			
	Install GFIC Breakers	1460	20		\$2,000			
GA087-2	Replace Roofs	1460	36	\$94,000	\$94,000			
	Replace bath tile (5)/Replace toilets (36)	1460	41	\$15,550	\$15,550			
	Refinish hardwood floors	1460	2	\$2,525	\$2,525			
	Replace Shower Heads	1460	36	\$1,000	\$1,000			
	Replace Medicine Cabinets	1460	36		\$3,600			
	Install GFIC Breakers	1460	36		\$3,600			
	Replace Kitchen Cabinet Tops	1460	3		\$1,800			
GA087-3	Replace Shutters	1460	25	\$3,125	\$3,125			
	Replace bath floor tile	1460	4	\$1,750	\$1,750			
	Replace floor tile	1460	2	\$1,200	\$1,200			
	Retile tubs and replace valves	1460	4	\$2,400	\$2,400			
	Paint porch columns	1460	55	\$3,500	\$3,500			

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.







**Capital Fund Program—Five-Year Action Plan**

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 Expires 4/30/2011

<b>Part I: Summary</b>						
PHA Name/Number		Locality (City/County & State)			<input type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
A.	Development Number and Name	Work Statement for Year 1 FFY <u>2010</u>	Work Statement for Year 2 FFY <u>2011</u>	Work Statement for Year 3 FFY <u>2012</u>	Work Statement for Year 4 FFY <u>2013</u>	Work Statement for Year 5 FFY <u>2014</u>
B.	Physical Improvements Subtotal	Annual Statement	175,825	207,330	225,000	217,800
C.	Management Improvements		26,000			
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration		7,000	5,000		17,000
F.	Other					
G.	Operations		26,283	22,778	10,108	308
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds					
L.	Total Non-CFP Funds					
M.	Grand Total		235,108	235,108	235,108	235,108

<b>Part I: Summary (Continuation)</b>						
PHA Name/Number		Locality (City/county & State)			<input checked="" type="checkbox"/> Original 5-Year Plan	<input type="checkbox"/> Revision No:
A.	Development Number and Name	Work Statement for Year 1 FFY _____	Work Statement for Year 2 FFY 2011	Work Statement for Year 3 FFY 2012	Work Statement for Year 4 FFY 2013	Work Statement for Year 5 FFY 2014
		Annual Statement				
	PHA Wide		59,283	27,778	10,108	17,308
	GA087-1		32,800	24,000	0	1,000
	GA087-2		54,075	61,200	0	1,800
	GA087-3		5,350	71,950	225,000	205,000
	GA087-4		48,000	0	0	0
	GA087-5		35,600	50,180	0	10,000

<b>Part II: Supporting Pages – Physical Needs Work Statement(s)</b>						
Work Statement for Year 1 FFY 2010	Work Statement for Year 2011 FFY 2011			Work Statement for Year: 2012 FFY 2012		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	<b>GA087-1</b>			<b>GA087-1</b>		
Annual	Replace Interior Doors/Frames	20	20,000	Replace back/front entrance doors & screens	20	24,000
Statement	Replace commodes	20	6,000	<b>GA087-2</b>		
	Install GFI breakers	20	2,000	Replace b/f entrance doors & screens	36	43,200
	Replace Medicine Cab.	20	2,000	Replace refrigerators	36	18,000
	Replace A/C Grills	20	1,000	<b>GA087-3</b>		
	Replace kit. cabinet tops	3	1,800	Visitability	6	11,000
	<b>GA087-2</b>			Replace storm doors	55	22,000
	Replace inter. doors/frames	36	36,000	Retile tub/change valves	5	3,000
	Replace A/C grills	36	1,800	Replace tile floor	2	1,200
	Replace ceramic bath tile	5	4,750	Replace hot water heaters	55	22,000
	Refinish h/w floors	2	2,525	Replace bath floor tile	4	1,750
	Install GFI breakers	36	3,600	Install closet shelves/racks	55	11,000
	Replace medicine cab.	36	3,600	<b>GA087-5</b>		
	Replace kit. cabinet tops	3	1,800	Replace ceiling fans	28	3,080
	<b>GA087-3</b>			Refinish ceilings	2	2,000
	Replace bath floor tile	4	1,750	Replace bath tile	2	2,000
	Replace floor tile	2	1,200	Replace floor tile	4	2,800
	Retile tubs/replace valves	4	2,400	Visitability	8	16,000
	<b>GA087-4</b>			Handicap access. Shower	1	7,000
	Replace unit windows	8	48,000	Install vanities	28	14,000
	<b>GA087-5</b>			Replace shower heads	48	1,300
	Refinish ceilings	2	2,000	Replace med. Cabinets	20	2,000
	Replace bath tile	2	2,000			
	Replace floor tile	4	2,800			
	Replace back/front storm doors	48	28,800			
	Subtotal of Estimated Cost		\$175,825	Subtotal of Estimated Cost		\$207,330



<b>Part II: Supporting Pages – Physical Needs Work Statement(s)</b>						
Work Statement for Year 1 FFY 2010	Work Statement for Year 2013 FFY 2013			Work Statement for Year: 2014 FFY 2014		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	<b>GA087-3</b>			<b>GA087-1</b>		
Annual	Replace unit windows	55	225,000	Replace carbon mono detectors	20	1,000
Statement				<b>GA087-2</b>		
				Replace carbon mono detectors	36	1,800
				<b>GA087-3</b>		
				Replace roofs	55	150,000
				Replace int. solid core doors	55	55,000
				<b>GA087-5</b>		
				Replace dryers	28	10,000
	Subtotal of Estimated Cost		\$225,000	Subtotal of Estimated Cost		\$217,800

<b>Part III: Supporting Pages – Management Needs Work Statement(s)</b>				
Work Statement for Year 1 FFY 2010	Work Statement for Year 2011 FFY 2011		Work Statement for Year: 2012 FFY 2012	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See	PHA Wide – Operations	28,083	PHA Wide – Operations	22,778
Annual	PHA Wide – Fees & Costs	7,000	PHA Wide Fees & Costs	5,000
Statement	PHA Wide – Purchase of Maintenance Truck	26,000		
	Subtotal of Estimated Cost	\$61,083	Subtotal of Estimated Cost	\$27,778

<b>Part III: Supporting Pages – Management Needs Work Statement(s)</b>				
Work Statement for Year 1 FFY 2010	Work Statement for Year 2013 FFY 2013		Work Statement for Year: 2014 FFY 2014	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See	PHA Wide - Fees & Costs	10,108	PHA Wide - Operations	308
Annual			PHA Wide – Fees & Costs	17,000
Statement				
	Subtotal of Estimated Cost	\$10,108	Subtotal of Estimated Cost	\$17,308

<b>Part I: Summary</b>			
<b>PHA Name: Housing Authority of the City of Ashburn</b>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;"><b>Grant Type and Number</b> Capital Fund Program Grant No: GA06S08750109 Replacement Housing Factor Grant No: Date of CFFP:</td> <td style="width:50%;"><b>FFY of Grant: FY2009</b> <b>FFY of Grant Approval: FY2009</b></td> </tr> </table>	<b>Grant Type and Number</b> Capital Fund Program Grant No: GA06S08750109 Replacement Housing Factor Grant No: Date of CFFP:	<b>FFY of Grant: FY2009</b> <b>FFY of Grant Approval: FY2009</b>
<b>Grant Type and Number</b> Capital Fund Program Grant No: GA06S08750109 Replacement Housing Factor Grant No: Date of CFFP:	<b>FFY of Grant: FY2009</b> <b>FFY of Grant Approval: FY2009</b>		

**Type of Grant**  
 Original Annual Statement       Reserve for Disasters/Emergencies       Revised Annual Statement (revision no:1 )  
 Performance and Evaluation Report for Period Ending:       Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$5,600	16,954	16,954	5,600
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	\$292,000	280,646	191,890	0
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
**Expires 4/30/2011**

<b>Part I: Summary</b>						
<b>PHA Name:</b> Housing Authority of the City of Ashburn		<b>Grant Type and Number</b> Capital Fund Program Grant No: GA06S08750109 Replacement Housing Factor Grant No: Date of CFFP:			<b>FFY of Grant: FY2009</b> <b>FFY of Grant Approval: FY2009</b>	
<b>Type of Grant</b>						
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input checked="" type="checkbox"/> Revised Annual Statement (revision no: 1 )		
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Final Performance and Evaluation Report				
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>		
		Original	Revised <sup>2</sup>	Obligated	Expended	
18a	1501 Collateralization or Debt Service paid by the PHA					
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment					
19	1502 Contingency (may not exceed 8% of line 20)					
20	Amount of Annual Grant:: (sum of lines 2 - 19)	\$297,600	297,600	208,800	5,600	
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security - Soft Costs					
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures					
<b>Signature of Executive Director</b>			<b>Date</b>			
<b>Signature of Public Housing Director</b>			<b>Date</b>			

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.





<b>Part III: Implementation Schedule for Capital Fund Financing Program</b>					
PHA Name: Housing Authority of the City of Ashburn				<b>Federal FFY of Grant: FY2009</b>	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates <sup>1</sup>
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
PHA Wide	3.18.2010	6.30.2009	3.18.2012	7.31.2009	
GA087-1	3.18.2010		3.18.2012		
GA087-3	3.18.2010		3.18.2012		
GA087-4	3.18.2010		3.18.2012		
GA087-5	3.18.2010		3.18.2012		

<sup>1</sup> Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.



**Implementation Schedule**  
**Five Year Agency Plan**  
**Housing Authority of the City of Ashburn**  
**Fiscal Year 01/01/2010 – 12/31/2010**

- 07/22/09:** Complete the Agency Plan draft.
- 07/22/09:** Notify and hold meetings with the Resident Advisory Board (RAB) to discuss the Annual Plan, changes in policies and the use of the Capital Funds. If applicable, discuss the Resident Satisfaction Survey. Along with the Agency Plan, provide the RAB with a copy of the Capital Fund Program fund letter.
- 08/03/09:** Publish the advertisement in the local paper to advise residents and the public that the Annual Plan is available for review. The review period is at least 45 days followed by a public hearing. **The public hearing date is September 16, 2009 at 4:00 p.m.**
- 09/16/09:** The Board of Commissioners/ED will host a Public Hearing and Board Meeting to adopt the Agency Plan.
- 09/16/09:** Executive Director sends certification forms to HUD office (originals) and notifies HUD that the Annual Plan has been electronically transmitted to HUD.
- 09/16/09:** Elayne will electronically transmit the Agency Plan to HUD.

## **PUBLIC NOTICE**

The Housing Authority of the City of Ashburn has developed its Agency Plan for the Fiscal Year beginning January 1, 2010 in compliance with the Quality Housing and Work Responsibility Act of 1998. It is available for review at the Authority's Office located at Office 412, 200 Perry Drive, Ashburn, Georgia. The Authority's hours of operation are Monday through Friday between 8:00 a.m. till noon and 1:00 pm to 5:00 pm. A public hearing will be held on September 16, 2009 at the Authority's office at 4:00 p.m. Everyone is invited.

**Supporting Document**  
**FY 2010-2014 Five Year Agency Plan**  
**Housing Authority of the City of Ashburn**  
**Fiscal Year 01/01/2010 – 12/31/2010**

**Membership of the Resident Advisory Board**

The members of the Resident Advisory Board are Denise Hillmon and Wilma Meadows.

NOTE: Members met and signed off on the FY 2010-2014 Five Year Plan on July 22, 2010. No modifications were requested by the RAB.

**Supporting Document**  
**FY 2010-2014 Five Year Agency Plan**  
**Housing Authority of the City of Ashburn**  
**Fiscal Year 01/01/2010 – 12/31/2010**

**Violence Against Women Act**

On January 5, 2006, President Bush signed the Violence Against Women Act into law as Public Law 109-162. Section 603 of the law amends Section 5 A of the U. S. Housing Act ((42 U.S.C. 1437c-1) to require five year and annual Agency Plans contain information regarding any goals, activities, objectives, policies or programs intended to support or assist victims of domestic violence, dating violence, sexual assault or stalking.

Sections 606 and 607 amend the Section 8 and public housing sections of the U. S. Housing Act (42 U.S.C. 1437f and 1437d) to protect certain victim of criminal domestic violence, dating violence, sexual assault or stalking – as well as members of the victims’ immediate families – from losing HUD-assisted housing as a consequence of the abuse of which they were the victim.

Based on the statutory requirements, the PHA provides each public housing participant with a brochure advising what to do should they become victims of the Violence Against Women Act. This brochure is also provided to new admissions to the public housing program. The PHA will comply with the requirements of the Violence Against Women Act by assisting such applicants and/or participants who also meet the definition of a “family,” are income eligible, have at least one family member who is a U. S. citizen or has eligible immigration status, pass criminal background screening, have no outstanding debt to the PHA and meet all other local PHA screening criteria.

In addition, the PHA staff, as managing agents, will respond immediately to any reports of domestic violence from tenants. The local law enforcement will be notified immediately. The PHA will work closely with the tenant and family to find suitable alternative shelter or other safe housing and provide follow-up counseling as needed. The main objective is to prevent the family from experiencing any further harm. The PHA will work closely with local shelters and local churches in achieving goals to aid families who suffer from domestic violence. Should it become necessary, the PHA will work with the District Attorney’s Victim Witness Assistance Program to aid families who suffer from domestic violence.

**Supporting Document**  
**FY 2010 Annual Plan**  
**Housing Authority of the City of Ashburn**  
**Fiscal Year 01/01/2010 – 12/31/2010**

**Implementation of Community Service Requirements**

The administrative steps taken to implement the Community Service Requirements include the following:

**1. Development of Written Description of Community Service Requirement:**

The Housing Authority of the City of Ashburn has a written developed policy of Community Service Requirements as a part of the Admissions and Continued Occupancy Policy and has completed the required Resident Advisory Board review and public comment period.

**2. Scheduled Changes in Leases:**

The Housing Authority of the City of Ashburn has made the necessary changes to the lease and has completed the required Resident Advisory Board review and public comment period.

**3. Written Notification to Residents of Exempt Status to each Adult Family Member:**

The Housing Authority of the City of Ashburn will notify residents at the time of their recertification.

**4. Cooperative Agreements with TANF Agencies:**

The Housing Authority of the City of Ashburn has a Cooperative Agreement with the TANF Agency.

**5. Programmatic Aspects:**

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment). The Housing Authority of the City of Ashburn will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions. Together with the Resident Advisory Board, the Housing Authority of the City of Ashburn may create volunteer positions such as, litter patrols, and supervising and record keeping for volunteers.

**Supporting Document  
FY 2010 Annual Plan  
Housing Authority of the City of Ashburn  
Fiscal Year 01/01/2010 – 12/31/2010**

**Pet Policy Statement**

The Board of Commissioners approved the Housing Authority of the City of Ashburn Pet Policy on October 28, 1999. The Pet Policy is provided to each new resident upon execution of the Lease. The Pet Policy may be reviewed by anyone interested at any time.

**Supporting Document**  
**FY 2010 Annual Plan**  
**Housing Authority of the City of Ashburn**  
**Fiscal Year 01/01/2010 – 12/31/2010**

**Resident Member on the PHA Governing Board**

1.  Yes  No: Does the PHA governing board include at least one member who is directly assisted by the PHA this year? (if no, skip to #2)

A. Name of resident member(s) on the governing board:

Wesley Fiveash

B. How was the resident board member selected: (select one)?

- Elected  
 Appointed

C. The term of appointment is (include the date term expires): 2/2/10

2. A. If the PHA governing board does not have at least one member who is directly assisted by the PHA, why not?

- the PHA is located in a State that requires the members of a governing board to be salaried and serve on a full time basis  
 the PHA has less than 300 public housing units, has provided reasonable notice to the resident advisory board of the opportunity to serve on the governing board, and has not been notified by any resident of their interest to participate in the Board.  
 Other (explain):

B. Date of next term expiration of a governing board member: 2/2/10

C. Name and title of appointing official(s) for governing board (indicate appointing official for the next position): Mayor

**Supporting Document  
FY 2010 Annual Plan  
Housing Authority of the City of Ashburn  
Fiscal Year 01/01/2010 – 12/31/2010**

**Definition of Substantial Deviation and Significant  
Amendments or Modifications**

Substantial deviations or significant amendments or modifications are defined as discretionary changes in the plans or policies of the Housing Authority of the City of Ashburn that fundamentally change the mission, goals, objectives, or plans of the agency and which require formal approval of the Board of Commissioners.



2. **LEASE TERM:** This Lease shall begin on \_\_\_\_\_. The term shall be one year and shall renew automatically for another year, unless terminated as provided by this Lease.
3. **RENTAL PAYMENT:** Resident shall pay monthly rent of \$ \_\_\_\_\_. If this Lease begins on a day other than the first day of the month, the first month's rent shall be \$ \_\_\_\_\_.

\_\_\_\_\_ This rent is based on the Authority-determined flat rent for this unit.

\_\_\_\_\_ This rent is based on the income and other information reported by the Resident.  
(Check one)

Families may change rent calculation methods at any recertification. Families who have chosen the flat rent option may request a reexamination and change to the income-based method at any time if the family's income has decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change.

This amount is due on the first day of each month at the Ashburn Housing Authority office and shall remain in effect until adjusted in accordance with the provisions of this lease. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made.

If Resident fails to make the rent payment by the sixth working day of the month, a notice to vacate will be issued to the Resident. A \$20 late charge will be assessed to cover the added costs of a rent payment received after the sixth day of the month. A check returned for non-sufficient funds is considered non-payment of rent and in addition to the late charge a \$30 returned check fee will be charged. When a resident presents a personal check that is returned, the Landlord reserves the right from that day forward to refuse payment by any method other than by certified check or money order.

If a family is paying the minimum rent and its circumstances change creating an inability to pay the rent, the family may request suspension of the minimum rent because of a recognized hardship.

In the event legal proceedings are required to recover possession of the premises, the Resident will be charged with the actual cost of such proceedings.

The Executive Director or designee may terminate the Lease if the Resident is delinquent in paying rent four (4) times within a twelve (12) month period.

4. **SECURITY DEPOSIT:** The Resident must pay a Security Deposit of \$100.00 to the Landlord. The Landlord may agree to accept the Security Deposit in more than one (1) payment as long as at least one-third of the payment is received prior to move-in and the Security Deposit is fully paid by the end of the second month of occupancy.

The Landlord will hold this security deposit for the period the Resident occupies the dwelling unit. The Landlord shall not use the Security Deposit for rent or other charges while the Resident is living in the dwelling unit.

Landlord acknowledges its compliance with the Code of Georgia Section 44-7-31 concerning Security Deposits in that Landlord is holding the Security Deposit in an escrow account held by a local bank in Ashburn, Georgia.

Within 30 days after the Resident has permanently moved out of the dwelling unit and notified the Landlord of their new address, the Landlord shall return the Security Deposit after deducting whatever amount is needed to pay the cost of:

- a. unpaid rent;
- b. repair of damages that exceed normal wear and tear as listed on the Move-Out Inspection Report; and
- c. other charges due under the Lease.

The Landlord shall provide the Resident with a written list of any charges made against the Security Deposit. If the Resident disagrees with the amounts deducted, the Landlord will meet with the Resident to discuss the charges.

5. **OCCUPANCY:** The Resident shall use the premises as a private dwelling for himself or herself and the persons named in this Lease, with the exception of minor children born into the household during this tenancy, and shall not permit its use for any other purpose without the written permission of the Landlord.

The Resident shall not:

- a. permit any persons other than those listed above and minor children which are born into the household during this tenancy, to reside in the dwelling unit for more than fourteen (14) days each year without obtaining the prior written approval of the Landlord;
- b. sublet or assign the unit, or any part of the unit;
- c. engage in or permit unlawful activities in the unit, in the common areas, or on the property grounds;
- d. act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors;
- e. permit any member of the household, a guest, or another person under the Resident's control to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Authority employees;
- f. permit any member of the household, a guest, or another person under the Resident's control to engage in any violent or drug-related criminal activity on or off the premises.
- g. be absent from the unit for more than twenty-one (21) consecutive days without receiving approval from the Landlord.

- h. Engage in actual or threatened actions of domestic violence, dating violence, or stalking; nor shall any member of the household engage in actual or threatened actions of domestic violence, dating violence, or stalking.
- i. Permit the use of the dwelling unit for any purposes other than as a private dwelling unit solely for the Resident and the members of the Resident's household. With the written consent of the Executive Director or designee, members of the household may engage in legal profit-making activities in the dwelling unit, where the Authority determines that such activities do not violate other Resident's right to peaceful enjoyment of their residence.
- j. Keep pets unless prior written approval is given by the Executive Director or designee in accordance with the Pet Policy posted on the bulletin board in the administrative office. Residents must pay a pet deposit of \$200 unless waived by the Executive Director as an exception for the elderly population. The deposit will be returned according to the terms of the Pet Policy. Violation of the Pet Policy is grounds for removal of the pet, termination of tenancy or both.
- k. Hold the Authority responsible for any personal property placed in the dwelling unit or any other place adjacent thereto unless damages, loses, theft or destruction thereof is caused directly by the negligence of the Authority. Residents may obtain insurance on resident-owned furnishings and personal property.
- l. Be permanently absent from the unit for more than three (3) consecutive weeks unless approved in writing by the Executive Director, or designee. This rule applies to any household member. Being absent for more than three (3) consecutive weeks constitutes permanent absence and may result in termination of the Lease.
- m. Be incarcerated for more than thirty (30) consecutive days. This applies to any household member who is incarcerated for more than thirty (30) consecutive days. He or she will be considered permanently absent from the dwelling and, under these circumstances, the Lease may be terminated.
- n. Violate reasonable regulations, including house rules that are posted in the administrative office and are herein incorporated in this Lease by reference.
- o. Allow furniture, other than outdoor furniture to be visible on the porch or grounds in front of his or her apartment.
- p. Use cans or boilers for flower containers. The residents may only use flowers pots and flower containers.
- q. Use or setup trampolines, basketball goals, swing sets or grills.
- r. Violate the Community Service requirements as stated in the Quality Housing and Work Responsibility Act of 1998. Each adult resident who is not considered exempt in accordance with Section 512 of the Act shall contribute eight (8) community service hours per month or participate in a self-sufficiency program for eight (8) hours a month.
- s. Discharge or threaten to discharge a firearm of any type, including BB guns on the Authority's property. This applies to guests of the residents also. This act could result in termination of the dwelling lease.
- t. Use or threaten to use a knife, club or any other weapon against any person on the Authority's property. The use of a knife, club or any other weapon against any person on the Authority's property may result in termination of the dwelling lease.

With the written permission of the Landlord, the Resident can incidentally use the premises for legally permissible income producing purposes so long as the business does not infringe on the rights of other Residents. All such business-related uses of the premises must meet all zoning requirements and the Resident must have the proper business licenses.

The Resident has the right to exclusive use and occupancy of the dwelling unit, which includes reasonable accommodation of the Resident's guests, visitors and, with the consent of the Landlord, foster children and/or adults and the live-in caregiver of the Resident's family.

6. **CONDITION OF DWELLING:** By signing this Lease and the Unit Inspection Report, the Resident acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order as described on the Move-in Unit Inspection Report. This report, signed by both the Resident and Landlord, is attached to this Lease.

At the time of move out, the Landlord shall complete another inspection of the dwelling unit. When the Resident notifies the Landlord of his or her intent to vacate, the Landlord shall advise the Resident of their opportunity to participate in the move-out inspection.

7. **UTILITIES:** Resident shall be responsible for securing utilities (gas, water, sewage, garbage, and electricity) not supplied by Landlord and shall pay directly to the utility provider all deposits and charges necessary to secure and maintain uninterrupted services. Failure of Resident to furnish uninterrupted service because of non-payment of utilities or other reasons under Resident's control shall be considered a serious violation of the terms and conditions of this lease.

Resident agrees to pay Landlord for Landlord-furnished utilities consumed in excess of the schedule of allowances posted at any given time in the Landlord's office. The current schedule in effect is attached to and made a part of this lease. The resident will be charged for the excess water when water is furnished by the Authority, and the water meter indicates the resident has used water above the allowable amount posted at the Authority. Resident shall be charged for excess utilities consumed on the basis of provider's rates in effect at time of consumption.

The Utility Allowance Schedule for Resident Paid Utilities and the Schedule of Excess Utility Charges are posted in the Landlord's office. The Resident shall pay any excess utilities consumed in their unit over and above that set forth in the Schedule. Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

8. **RENT RECERTIFICATIONS:** Each year, by the date specified by the Landlord, Residents who are paying rent based on their income shall provide updated information regarding income, assets, expenses, and family composition. The Landlord shall verify the information supplied by the Resident and use the verified information to establish the amount of the Resident's rent for the next year. At the time of the annual review, the landlord shall advise the Resident of any income that will be excluded from consideration.

Income reviews will be held every third year for Residents choosing the flat rent option. Residents who have chosen this option will be notified at the appropriate time for their recertification.

At the time of the review appointment the Resident may elect to change his or her rent choice option.

In cases where annual income cannot be projected for a twelve-month period or the Resident is reporting no income and Resident has chosen the percentage of income rent option, the Landlord will schedule special rent reviews every sixty (60) days. In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc.; or other circumstances create a hardship on the family such that the income method would be more financially feasible for the family.

Residents paying rent based on income may meet with the Landlord to discuss any change in rent resulting from the recertification process; and, if the Resident does not agree with the determination of Resident rent, the Resident may request a hearing in accordance with the landlord's grievance procedures.

If the Landlord determines that the Resident has gained admission or remained in occupancy of a dwelling unit through the Resident's misrepresentation of his or her income, assets, childcare responsibilities, or family composition, the Landlord may terminate the Lease and collect any deficiencies in rent that result from such misrepresentation.

9. **INTERIM RENT ADJUSTMENTS:** Residents must promptly report to the Landlord any of the following specific changes in household circumstances, in writing within ten (10) days of their occurrence when they occur between Annual Rent Recertifications. No adjustment of rent either upward or downward is to be made except at the time of a regular or special reexamination unless:

- A. There is a change in family composition. (Additions to the family, other than through birth of a child to a family member on the lease, must be approved in advance by the Ashburn Housing Authority.)

- B. There is a new source of family income. Changes in family income resulting from increases in wages on the same job or periodic increases in government benefits do not have to be reported to the Authority until annual reexamination. However, a family who has had a rent reduction between annual re-examinations must report all changes in income regardless of the amount or source within ten (10) of their occurrence.
- 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 in 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.)

Notwithstanding the provisions listed above, a Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Resident's rent will be reduced as a result of such a decrease.

The Landlord shall verify the information provided by the Resident to determine if a decrease in the rent is warranted. If the Resident receives a letter or notice from HUD concerning the amount or verification of family income the communication shall be brought to the Landlord's office within 30 calendar days.

- 10. **EFFECTIVE DATE OF RENT CHANGE:** The Landlord shall give the Resident written notice of any change in the Resident's rent. The notice shall be signed by the Landlord, state the new amount the Resident is required to pay, and the effective date of the new rental amount.
  - a. Rent Decreases: The Landlord shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after the Resident reports the change in household circumstances. This rent change may be made retroactive to the appropriate date if less than five (5) working days have been given to the Landlord to process this change.

- b. Rent Increases: The Landlord shall process rent increases so that the Resident is given no less than 30 days advance written notice of the amount due. Once the rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim review and change is warranted or the Resident elects to change from the flat rent calculation method.

11. **RESIDENT OBLIGATION TO REPAY**: Residents who pay rent based on income shall reimburse the Landlord for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:

- a. Resident does not submit rent review information by the date specified in the Landlord's request; or
- b. Resident submits false information at Admission or at annual, special, or interim review.

Resident is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow U.S. Department of Housing and Urban Development's procedures for computing rent.

12. **MAINTENANCE**:

The resident agrees to:

- a. keep the dwelling unit and any other areas assigned for the Resident's exclusive use in a clean and safe condition;
- b. use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- c. not litter the grounds or common areas of the property and keep the yard free of debris;
- d. not undertake, or permit his or her family or guests to undertake any hazardous acts or do anything that will damage the property;
- e. not destroy, deface, damage or remove any part of the dwelling unit, common areas, or property grounds;
- f. give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment or any other part of the unit or related facilities;
- g. not park unregistered or un-inspected vehicles on the property or park any vehicle in an unauthorized location. Vehicles parked on Housing Authority property shall have fully inflated tires, be in running condition and have a current license plate (tag). Resident agrees to pay towing charges for any violations of this lease requirement. Resident further agrees not to wash cars, change oil, or make any repairs while parked on Housing Authority property;
- h. remove garbage and other waste from the dwelling unit in a clean and safe manner;

- i. pay reasonable charges for the repair of damages other than normal wear and tear to the premises, development buildings, facilities or common areas caused by the Resident, his or her household or guests, and to do so within 30 days after the receipt of the Landlord's itemized statement of the repair charges. The Schedule of Charges and Services to Tenants is posted in the Landlord's office. If the item is not listed on the Schedule, the Resident shall be charged the actual cost the Landlord incurred;
- j. not to install any major appliance such as air conditioner(s), washing machines(s), dryer(s), television antenna(s), etc. without prior written consent of the Authority;
- k. immediately notify the Authority when repairs to the dwelling unit or equipment is required and the Resident will not use or permit the use of the damaged area or equipment that will increase the damages or endanger any person or property. Resident will use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities or appurtenances;
- l. not to apply any kind of wall covering, or floor covering without prior written permission of the Executive Director, or designee;
- m. not to use tacks, nails, screws, or fasteners on any part of the dwelling unit except in a manner prescribed by the Authority;
- n. refrain from destroying, defacing, damaging, or removing any part of the Authority's property;
- o. not to build fences or place locks on doors or windows without prior written permission from the Authority;
- p. not to cut or abuse trees or shrubbery nor allow children or guests to do so; and
- q. pay reasonable charges (other than normal wear and tear) or repairs of damage to the dwelling unit caused by the resident or guests of the resident in accordance with the Schedule of Charges posted in the Authority's office and incorporated herein by reference. All charges made under this condition shall be due and payable according to the guidelines stipulated by the Authority. Repeated violations shall constitute good cause for termination of the Lease.

The Landlord agrees to:

- a. maintain the premises and the property in decent and safe condition, including mowing yards and trimming shrubbery for the residents;
- b. comply with requirements of applicable building codes, housing codes materially affecting health and safety, and U.S. Department of Housing and Urban Development regulations;
- c. make necessary repairs to the premises;
- d. keep property buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition;
- e. maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, supplied or required to be supplied by the Landlord;
- f. provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the premises by the Resident;
- u. supply running water and reasonable amounts of hot water and heat at appropriate times of the year (according to local customs and usage);

- v. furnish a heater, cooking stove, refrigerator and water heater without additional charge;
- w. notify the Post Office that the Resident has moved in the case of an eviction for illegal or drug-related activities;
- x. notify the resident of the specific grounds for any proposed Lease termination, transfer of the Resident to another dwelling unit, or the imposition of charges for maintenance and repair, or for excess consumption of utilities; and
- y. notify the Resident of an opportunity for a review or hearing under the Grievance Procedure concerning a proposed adverse action as required by regulations.

If the dwelling unit is rendered uninhabitable, regardless of cause:

- a. The Resident shall immediately notify the Landlord;
- b. The Landlord shall be responsible for repair of the unit within a reasonable time. If the Resident, household members or guests caused the damage, the reasonable cost of the repairs shall be charged to the Resident.
- c. The Landlord shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time.
- d. The Landlord shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the Resident rejects the alternative accommodations or if the Resident, Resident's household, or guests caused the damage.

Defects hazardous to life, health or safety:

- a. The Resident shall immediately notify the Authority of all damages to the apartment. Management shall determine whether the premises are damaged to the extent that conditions are created which are hazardous to life, health and safety of the Resident. Management shall be responsible for repair of the premises within a reasonable time.
- b. If the Resident or Resident's guest(s) caused the damage, the Resident shall pay the reasonable cost of repairs. If the damages are covered by the Authority's insurance, an amount not to exceed the deductible of that insurance will be assessed to the Resident.
- c. Management agrees to offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable or extended period. In the event repairs are not made or alternative accommodations are not provided, the monthly rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling unit as determined by Management. If the Resident rejects the alternative accommodations or if the Resident or Resident's guest(s) causes the damage, no abatement of rent shall occur.

13. **RESTRICTION ON ALTERATIONS:** The Resident shall not do any of the following without first obtaining the Landlord's written permission:
- a. dismantle, change or remove any part of the appliances, fixtures or equipment in the dwelling unit;
  - b. paint or install wallpaper or contact paper in the dwelling unit;
  - c. attach awnings or window guards in the dwelling unit;
  - d. attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds;
  - e. attach any shelves, screen doors, or other permanent improvements in the dwelling unit;
  - f. install or alter carpeting, resurface floors or alter woodwork;
  - g. install washing machines, dryers, fans, heaters, or air conditioners in an elderly dwelling unit;
  - h. place any aerials, antennas or other electrical connections on the dwelling unit;
  - i. install additional or different locks or gates on any doors or windows of the dwelling unit; or
  - j. operate a business as an incidental use in the dwelling unit.
14. **ACCESS BY LANDLORD:** The Landlord shall provide two (2) days written advance notice to the Resident of his or her intent to enter the dwelling unit for the purpose of performing routine inspections and preventive maintenance, extermination or to show the dwelling unit for re-renting. The notice shall specify the date, time, and purpose for the entry. The Resident shall permit the Landlord, his or her agents, or other persons, when accompanied by the Landlord, to enter the dwelling unit for these purposes. In the event that the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, the Landlord shall leave a card stating the date, time and name of the person entering the dwelling unit and the purpose of the visit. The Landlord may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists.
15. **SIZE OF DWELLING:** The Resident understands that the Landlord assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of household members. If the Resident is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit under this program and the Landlord's transfer policy becomes available, the Resident shall be given a reasonable period of time to move. This time shall not exceed sixty (60) days unless an unusual hardship condition exists. If the Resident fails to move to the designated dwelling unit within the notice period specified by the Landlord, the Landlord may terminate this lease.

If the Landlord determines that a Resident must transfer to another unit based on family composition, the Landlord shall notify the Resident. The Resident may ask for an explanation stating the specific grounds of the determination, and if the Resident does not agree with the determination, the Resident may request a hearing in accordance with the Landlord's grievance procedures.

16. **LEASE TERMINATION BY LANDLORD:** Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease.

The Landlord shall not terminate or refuse to renew the Lease other than for serious or repeated violation of material terms of the Lease, such as, but not limited to, the following:

- a. nonpayment of rent or other charges due under the Lease (i.e. utilities), or repeated chronic late payment of rent (four times in a twelve month period);
- b. failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications, to attend scheduled reexamination interviews or to cooperate in the verification process if the Resident has chosen to pay rent based on a percentage of income;
- c. furnishing false or misleading information during the application or review process;
- d. assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- e. use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Landlord;
- f. failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing development and the Residents;
- g. failure to abide by applicable building and housing codes materially affecting health or safety;
- h. failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
- i. failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
- j. acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- k. failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas;
- l. any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents, employees of the Authority, or other persons living in the immediate vicinity of the premises by the Resident or a guest of the Resident;
- m. failure to abide by the provisions of the pet policy;

- n. any violent or drug-related criminal activity on or off the premises, not just on or near the premises. This includes any tenant, member of the resident's household or guest, and any such activity engaged in on the premises by any other person under the resident's control;
- o. alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- p. failure to perform required community service or be exempted there from;
- q. failure to allow inspection of the dwelling unit;
- r. determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit;
- s. determination or discovery that a resident is a registered sex offender;
- t. determination that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing;
- u. determination that a household member is illegally using a drug or when the Ashburn Housing Authority determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- v. if a Resident is fleeing to avoid prosecution, or custody or confinement after conviction of a crime that is a felony;
- w. a domestic violence, dating violence, sexual assault, or stalking victim resident who allows a perpetrator who has been barred from the property to come onto the property, including but not limited to the victim's apartment and any other area under their control;
- x. a resident if the Ashburn Housing Authority can demonstrate an actual and imminent threat to other residents or those employed at or providing services to the Ashburn Housing Authority; or
- y. any other good cause.

The "One Strike You're Out Policy" applies to all residents of the Authority. Individuals who engage in illegal drug use and/or other criminal activity shall be evicted from the dwelling unit after one such offense. Drug-related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sale, distribute or use a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802.

ANY CRIMINAL ACTIVITY OR DRUG-RELATED CRIMINAL ACTIVITY SPECIFIED ABOVE CONSTITUTES A SERIOUS VIOLATION OF MATERIAL TERMS OF THE LEASE AND WILL BE GROUNDS FOR TERMINATION OF THE LEASE AND EVICTION FROM THE DWELLING UNIT. SUCH ACTIVITY CONSTITUTES GROUNDS FOR TERMINATION AND EVICTION NOTWITHSTANDING THE ABSENCE OF AN ARREST OR CONVICTION.

17. **VIOLENCE AGAINST WOMEN ACT PROVISION:** A resident who claims as a defense to an eviction action that the eviction action is brought because of criminal activity directly relating to domestic violence, dating violence or stalking, must:

- a. provide a written certification that they are a victim of domestic violence, dating violence or stalking;
- b. verify that the incident or incidents, which are the subject of the eviction notice, are bona fide incidents of actual or threatened abuse;
- c. within 14 days of the date of the eviction notice, the resident shall complete the prescribed form HUD-50066 and provide it to the Ashburn Housing Authority; and
- d. the information provided by the resident shall be retained in confidence, shall not be entered into a shared database, and shall not be provided to a related entity unless the resident consents in writing, the information is required for use in eviction proceedings, or its use is otherwise required by law.

18. **NOTICE OF LEASE TERMINATION:** If the Landlord proposes to terminate this Lease, the Resident shall be given written notice of the proposed termination, as listed below:

- a. for failure to pay rent, at least fourteen (14) days;
- b. for creation or maintenance of a threat to health or safety of other Residents or Landlord's employees, a reasonable time based on the urgency of the situation not to exceed 30 days;
- c. 15 days for drug-related cases or other serious violations determined at the discretion of the Executive Director; or
- d. for all other cases, thirty (30) days, unless State law permits a shorter period.

The Notice to Vacate required by State or local law may be combined with or run concurrently with a Notice of Lease termination required by this lease. The Notice of Lease Termination from the Landlord shall be either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by First Class Mail, properly addressed, postage pre-paid. The notice shall:

- a. specify the date the Lease shall be terminated;
- b. state the grounds for termination with enough detail for the Resident to prepare a defense. The Landlord shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated; and
- c. advise the Resident of the right to reply as he or she may wish, to examine the Landlord's documents directly relevant to the termination or eviction, to use the Grievance Policy to contest the termination, and/or to defend the action in court.

19. **LEASE TERMINATION BY RESIDENT:** The Resident shall give the Landlord 30 days written notice before moving from the dwelling unit. If the Resident does not give the full notice, the Resident shall be liable for rent to the end of the notice period or to the date the dwelling unit is re-rented, whichever date comes first.

20. **TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT:** Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Landlord or the personal representative of the Resident's estate may terminate this Lease upon 30 days written notice, to be effective on the last day of a calendar month. If full notice is not given, the Resident's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Resident's occupancy, normal wear and tear excepted.

If during the term of this Lease the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Landlord cannot make a reasonable accommodation to enable the Resident to comply with the Lease; then action shall be taken. The Landlord will assist the Resident or designated member(s) of the Resident's family to move the Resident to more suitable housing. If there are no family members, the Landlord will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the Resident moving from the unit.

21. **PROPERTY ABANDONMENT:** The Ashburn Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, an Ashburn Housing Authority representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A 5-day written notice will be mailed to the resident stating where the property is being stored, and when it will be sold or otherwise disposed of. If the Ashburn Housing Authority does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

Any money raised by the sale of the property goes to cover money owed by the family to the Ashburn Housing Authority such as back rent and the cost of storing and selling the goods. If there is any money left over and the family's forwarding address is known the Ashburn Housing Authority will mail it to the family. If the family's address is not known, the Ashburn Housing Authority will keep it for the resident for one year. If it is not claimed within that time, it belongs to the Ashburn Housing Authority.

Within thirty (30) days of learning of abandonment, the Ashburn Housing Authority will either return the deposit or provide a statement of why the deposit is being kept.

22. **DELIVERY OF NOTICES:**

Notice by Landlord: Any notice from the Landlord shall be in writing and either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by First Class Mail, properly addressed, postage pre-paid.

Notice by Resident: Any notice to the Landlord shall be in writing, and either personally delivered to the Landlord at the Landlord's Office, or sent to Landlord by first-class mail, postage pre-paid and addressed to: The Ashburn Housing Authority.

If the Resident is visually impaired, notices shall be in accessible format.

23. **GRIEVANCES:** All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy which are based upon a Resident's creation or maintenance of a threat to health or safety of other Residents or Landlord employees, shall be processed under the Grievance Policy. This policy is posted in the Landlord's Office where copies are available upon request.

Before the Landlord shall schedule a Grievance Hearing for any grievance concerning the amount of rent the Landlord claims is due, the Resident must first bring his or her rent account current by paying to the Landlord an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. After the hearing is scheduled, the Resident shall continue to deposit this same monthly rent amount into the Landlord's escrow account until the complaint is resolved by the decision of the hearing officer or panel.

When the Housing Authority is required to afford the Resident the opportunity for a hearing in accordance with the Authority's grievance procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

24. **HOUSE RULES AND VEHICLES AND PARKING POLICY:** The Resident agrees to obey House Rules, which are reasonably related to the safety, care and cleanliness of the buildings and the safety, comfort and convenience of the Residents and the Vehicles and Parking Policy as applicable. Such rules may be modified by the Landlord from time to time provided that the Resident receives written notice of the proposed change, reasons for the change and an opportunity to submit written comments during a 30 day comment period at least 30 days before the proposed effective date of the change in the House Rules and Vehicles and Parking Policy, as applicable. The rules/policy, as applicable, are posted in the Administrative Office and are hereby incorporated in the Lease by reference.

The resident agrees to park and cause the Resident's guest(s) to park automobiles and other motorized vehicles in parking areas only. Resident specifically agrees to refrain and cause Resident's guest(s) to refrain from parking or driving any motorized vehicles on lawns, sidewalks, common areas not designated for parking such as playgrounds, or any other area other than appropriate streets and driveways. The Authority reserves the right to assign parking spaces to the Residents and Residents agree to park motorized vehicles only in any such assigned spaces.

Resident agrees to pay for any damages to the dwelling unit caused by improper operation or parking of motorized vehicles. The Resident and Resident's guest's motorized vehicles properly parked on the Authority's property shall be in running condition and have fully inflated tires and current license plates. The resident agrees not to change the oil, wash the vehicle, or make major repairs to the vehicle while it is parked on the Authority's property. The resident agrees to pay towing charges for improperly parked motorized vehicles and vehicles which are not in running condition. The Authority will ticket such vehicle for at least twenty-four (24) hours prior to towing. Repeated violation of these rules constitutes good cause for termination of the Lease.

25. **HOLDING OVER:** The Resident shall promptly vacate the dwelling unit and remove all of Resident's goods and property there from after expiration of the Lease, whether such termination occurs by lapse of time or otherwise. Any holding over or occupancy of the dwelling unit by the Resident after the expiration of the Lease without the express consent of the Authority shall create a tenancy at sufferance and not a tenancy at will. There shall be no renewal whatsoever of the Lease by operation of law.
26. **CHANGES TO LEASE:** The Lease together with any further adjustments of rent or dwelling unit evidences the entire agreement between the Authority and the Resident. Any modification of the Lease will be accomplished by a written rider to the Lease executed by both parties except for any reference to posting of policy, rules and regulations.
27. **CHARGES OTHER THAN RENT:** Charges other than rent shall be due and collectible the fifteenth (15<sup>th</sup>) day following written notification of the charge. Such charges shall be considered delinquent after 4:00 p.m. on the sixth (6<sup>th</sup>) business day of the month following the due date. A list of standard charges are posted in the Management office and made a part of this Lease by reference. Failure to pay for charges other than rent when due shall be considered a serious violation of the terms and conditions of the Lease. Residents must pay .25 a page for personal documents copied for their convenience at the Authority's office.
28. **COURT COSTS AND ATTORNEY FEES:** If it becomes necessary for the Authority to employ an attorney and bring court proceedings against the Resident to collect any rent and other charges agreed to be paid, or to enforce the provisions of the Lease, or to evict the Resident from the dwelling unit, and if judgment is entered against the Resident in favor of the Authority in such proceedings, the Resident may be obligated to pay all court costs and reasonable attorney's fees. If judgment is entered against the Authority in favor of the Resident in such proceedings, the Authority may be obligated to pay all court costs and reasonable attorney's fees.

29. **SANITATION, CLEANLINESS AND HEALTH AND SAFETY:** Resident agrees to comply with all obligations imposed upon residents by applicable provisions of building and housing codes materially affecting health and safety. Resident agrees to abide by the Authority's maintenance requirements and accepts responsibility for the control of pests, vermin and objectionable odors stemming from unsanitary housekeeping practices. Resident also agrees to keep the dwelling unit and all other areas assigned to the Resident for his exclusive use free from litter and debris and in a clean and safe condition at all times. Resident also agrees to cooperate with other Residents in keeping their common areas free from litter and debris and in a clean and safe condition at all times. Repeated violation of this rule constitutes good cause for Lease termination. Resident agrees to dispose of all ashes, garbage, rubbish and other waste from the dwelling unit in a sanitary and safe manner. Management will conduct two housing inspections annually on family units and one annual inspection on elderly units, and additional inspections if warranted. Two failed consecutive housing inspections may result in termination.
30. **CODE OF CONDUCT:** Resident agrees to conduct himself and cause others who are in the dwelling unit with his consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the neighborhood in a decent, safe and sanitary condition. Resident agrees not to allow any person or guest in the dwelling unit or on the premises leased by the Resident to partake in any illegal activity. Resident agrees to report to local law officials and to the Authority, all illegal activity or activities known to or observed by the Resident occurring in the common areas of the Authority's premises or his dwelling unit, or in any other dwelling unit of the Authority's property, as soon as the Resident becomes aware of such activity. Resident agrees not to use loud, profane, abusive or threatening language when speaking to or in the presence of Authority staff. Resident agrees not to allow any individual that has been barred or banned from the Authority's property to be on any property for which the Resident has responsibility.
31. **UNENFORCEABLE LEASE PROVISIONS:** The provisions of the Lease are intended by the parties to be joint and serviceable. Should any paragraph or any portion of any paragraph, or any portion of any sentence or paragraph in the Lease be found to be unenforceable due to any reason whatsoever, including unconstitutionality, it is the intention of the parties that the remaining portions of the Lease which are enforceable remain binding and enforceable upon the parties.
32. **DISCRIMINATION PROHIBITED:** The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap or disability, familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State and local law.
33. **GRIEVANCE PROCEDURES:** All disputes concerning the obligations of the Resident or the Authority, exclusive of those arising under the Lease, shall be processed and resolved pursuant to the Grievance Procedure of the Authority which is in effect at the time such Grievance or appeal arises, which procedure is posted in the Authority office and incorporated herein by reference.

34. **COMMUNITY SERVICE AND SELF SUFFICIENCY POLICY:** The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes or other activities that help an individual toward self sufficiency and economic independence.
35. **ATTACHMENTS TO THE LEASE:** The Resident certifies that he/she has received a copy of this Lease and the following Attachments to the Lease, and understands that these Attachments are part of this Lease.

**Attachments:**

- Move-In Inspection Report
- Applicant/Tenant Certification
- Federal Privacy Act Notice
- Protect Your Family From Lead In Your Home Brochure/Certification
- Authorization for Release of Information
- One Strike You're Out Policy
- Verification of Income Authorization
- Verification of Citizenship Form
- Maintenance Charges Schedule
- Pet Policy
- Community Service Policy

Signatures:

RESIDENT: 1) \_\_\_\_\_ Date \_\_\_\_\_

2) \_\_\_\_\_ Date \_\_\_\_\_

LANDLORD: \_\_\_\_\_ Date \_\_\_\_\_