Grounds for Denial or Termination of Assistance

Georgia Department of Community Affairs

The Department of Community Affairs (DCA) may deny assistance to an applicant by any of the following means:

- Denying placement on a DCA waiting list;
- Denying or withdrawing of a Voucher;
- Refusing to enter into a HAP contract or approve a lease;
- Refusing to process or provide assistance under portability.

DCA may terminate assistance to a participant by any of the following means:

- Refusing to enter into a HAP contract or approve a lease;
- Terminating housing assistance payment under an existing HAP contract;
- Refusing to process or provide assistance under portability procedures.

DCA may deny admission to the waiting list for an applicant on any of the following grounds:

Families that fall into the following categories will be permanently barred from entering a waiting list:

1. A family found guilty of program fraud and terminated from a federally assisted housing program;
2. A family with individuals convicted of manufacturing or sale of methamphetamine (speed) on federally assisted housing property;
3. A family member subject to a permanent or lifetime registration as a sex offender. DCA will offer an applicant family the opportunity to remove a member who is subject to a sex offender registration requirement before denying the family admission or terminating the family’s assistance.

Families that fall into the following categories will be barred from entering a waiting list for a period of three years:

1. Any household member who has been evicted from federally assisted housing for drug-related criminal activity;
2. A family member engaged in or threatening abusive behavior toward DCA personnel;
3. A family providing false information on their application.

DCA may terminate assistance for a participant on any of the following grounds:

1. Failure to supply any information, including any certification, release, or other documentation that DCA considers necessary to verify citizenship or eligible immigration status or for use in an annual or interim examination of family income and composition.
2. Failure to provide documentation of Social Security numbers, and to sign and submit consent forms for obtaining information, including spouse unless legally separated or divorced.
3. Failure to supply any information requested by DCA to verify that the family is living in the unit or information related to the family's absence from the unit.
4. Failure to provide a legal form of identification that includes a recognizable picture of the head of household.
5. Failure to submit an Inspection Request Form no later than the expiration date on the voucher to the appropriate DCA Regional Office requesting a unit inspection.
6. Failure to give DCA a copy of any notices from the Department of Housing and Urban Development (HUD) regarding family income, earnings, wages or unemployment compensation.
7. Failure to promptly notify DCA and the landlord IN WRITING when a family member or Head of Household will be away from the unit for more than 14 days. The family or Head of Household may be absent from the unit for up to 180 days with DCA's written approval.

8. Failure to notify DCA IN WRITING within 30 days of the birth, adoption, or court-awarded custody of a child.

9. Failure to request and obtain prior written approval from DCA and the landlord to add any other person(s) as an occupant of the unit (except for the birth, adoption, or court-awarded custody of a child). Proof of custody is required for minors being added to the household. Approval to add a member to the household will be DENIED if the individual is ineligible for assistance from DCA due to a debt, fraud, or other reason. Person(s) who reside in the unit more than 50% of the time or have established residency are considered occupants. Use of the assisted unit’s mailing address in any way will establish residency.

10. Failure to notify DCA IN WRITING within 30 days if a household member no longer lives in the unit.

11. Failure to report ANY changes in the source or amount of household income to DCA IN WRITING within 30 days of the effective date of the change (i.e., the first day of employment, the date a pay increase goes into effect, etc.: NOT the date on which the income is received). Sources of income include, but are not limited to, wages (including spouse), government benefits (such as Social Security, SSI, TANF), unemployment benefits, pensions, child support, and continuous contributions from friends and family.

12. Failure to properly report any other changes (i.e. marriage, divorce, separation, etc.) that DCA may consider relevant or that affect family composition or income.

13. Failure to comply with the lease. BEFORE moving out of the unit or terminating the Lease the family must provide DCA with a COPY OF WRITTEN notice given to the landlord, which must be in accordance with the terms of the Lease. The initial lease term must be for a minimum of one year.

14. Failure to use the assisted unit for residence by the family. The unit must be the family's only residence.

15. Failure to allow DCA to inspect the unit at reasonable times and after reasonable notice. If the head of household misses the appointment, one final appointment will be scheduled. If the family misses the final appointment, DCA will terminate assistance for abuse.

16. Failure to pay utility bills and supply and maintain any appliances that the owner is not required to supply under the Lease. All tenant paid utilities must be in the name of the head of household or other adult household member and remain continuously connected. Participants with a first documented instance of utility disconnection will be required to have the utility reconnected within 24 hours or face rental assistance termination. Participants with a second documented instance of utility disconnection will not be provided with an opportunity for reconnection and will be terminated for abuse.

17. Failure to reimburse landlord for any damages (other than damage from ordinary wear and tear) to occupied unit or premises caused by household members or guests during lease term or when vacating the unit.

18. Failure to correct tenant-caused, life-threatening HQS violations within 24 hours and other tenant-caused HQS violations within the required time period.

19. Failure to pay rent to the landlord when due or report any additional charges by the landlord IN WRITING to DCA. It is illegal for a landlord to charge additional amounts for rent or any other item not specified in the lease which have not been specifically approved by DCA.

20. Failure to give DCA a copy of any owner eviction notice. If evicted for a lease violation the family will be ineligible for continued rental assistance.

21. The family (including each household member) must NOT:
   a. Own or have any interest in the unit. This includes, but is not limited to, rent to own agreements, installment sales contracts, or any other arrangement for a family member to buy the unit;
   b. Sublease or let the unit, assign the Lease, or transfer the unit;
   c. Receive Housing Choice Voucher (HCV) assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State, or Local housing assistance program;
   d. Be related to the owner in any of the following ways: parent, child, grandparent, grandchild, sister, or brother unless the family includes a member with a disability and the unit accommodates the disability. Transfer of property occurring within the last 12 months in order to meet eligibility is not permissible;
e. Be evicted from federally assisted housing for serious violation of the Lease, including drug related criminal activity within the last three years;

f. Be subject to a permanent or lifetime registration as a sex offender. HCV assistance for participants (or household members) erroneously admitted will be terminated;

h. Be a felon convicted of illegal drug or violent criminal activity or other criminal act that threatens the health and safety of other residents. An exception would be where there has been a final resolution to the criminal case at least three years prior to the date of the application for admission to the program. Final resolution includes: completed sentence including probation and/or parole.

22. The family (including each household member or guest) must NOT:
   a. Commit any serious or repeated violation of the Lease;
   b. Commit fraud, bribery, or any other corrupt or criminal act in connection with the Housing Choice Voucher Program;
   c. Participate in illegal drug or violent criminal activity while receiving assistance from DCA;
   d. Be convicted of the manufacture or sale of methamphetamines (speed) on federally assisted housing property;
   e. Participate in drug use or alcohol abuse that adversely affects the health or safety, or peaceful enjoyment of the premises of other residents while receiving assistance from DCA;
   f. Be fleeing to avoid prosecution, custody, or confinement after conviction, for a crime or an attempt to commit a crime that is a felony. (In New Jersey, the term for a felony is “high misdemeanor”);
   g. Violate a condition of probation or parole imposed under federal or state law.

23. Engaging in or threatening abusive or violent behavior towards DCA personnel.

24. Owing money to DCA or another Housing Agency in connection with HCV or public housing programs.

25. Breaching an agreement with DCA to pay amounts owed to DCA or amounts paid to an owner by DCA on the family’s behalf.

26. Failure to cooperate with DCA staff, DCA Regional Compliance Officers, and other State and Federal personnel that are assigned special case reviews.

27. For Family Self-Sufficiency (FSS) program participants, failure to comply, without good cause, with the family’s FSS contract of participation.

FAMILY CERTIFICATION:
I understand that failure to comply with these responsibilities is grounds for denial or termination of my rental assistance. I understand as Head of Household that it is my sole responsibility to provide true and complete information on myself and all household members now or in the future and failure to do so may lead to the denial or termination of my assistance. I understand that if I am terminated for program abuse I will be ineligible for assistance for three years. If I am terminated for program fraud I will be permanently ineligible for assistance and all monies paid by DCA from the documented date the fraud began must be reimbursed to DCA. Additionally, I understand that false statements or information are punishable under Federal and/or State Law and DCA will pursue accordingly. Under Federal Law this could result in a fine up to $10,000 and/or imprisonment for up to five years. I watched the DCA briefing video on ____________. All of my questions have been answered and I understand the video contents and my responsibilities.

________________________________________________       __________________________
Head of Household                                                                          Date

_____________________________________        __________________________
DCA Representative                                                                        Date

06/14