

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF GEORGIA  
WAYCROSS DIVISION

PATRICIA ANN CLARK, JOHNNIE MAE REDDISH, on behalf of themselves and all other persons similarly situated,

Plaintiffs,

VS.

THE HOUSING AUTHORITY OF THE CITY OF ALMA, GEORGIA:

WILFRED B. SMITH, Individually and in his capacity as Executive Director of the Housing Authority of the City of Alma, Georgia; and ALTON WHEELER, Individually and in his capacity as Ex-Officio Justice of the Peace, 1390th District, G.M., Bacon County, Georgia,

Defendants

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§ CIVIL ACTION FILE NO. 579-5  
§ COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF AND COMPENSATORY AND EXEMPLARY DAMAGES  
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§ CLASS ACTION  
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CONSENT ORDER

Plaintiffs instituted this action alleging violations of the Fourteenth Amendment of the Constitution of the United States, of 42 U.S.C. §§ 1983 and 1985, and of the United States Housing Act, 42 U.S.C. § 1401 et seq., of Federal Regulations at 24 C.F.R. 866 et seq., and of state law. Plaintiffs sought declaratory and injunctive relief and damages on behalf of all present and future Black tenants of the Housing Authority of the City of Alma. The original action was limited to the practice of evicting tenants by changing the locks on apartments, and the class was limited to Black tenants. By agreement between the parties, this Order covers additional matters, and a wider class of Plaintiffs, without amendment of the Complaint.

The Plaintiffs and Defendants, being desirous of implementing a solution to the subject matter of this action

without further litigation, the Court having jurisdiction of the parties and subject matter of this action, and the parties herein agreeing and stipulating thereto, and having waived further hearing, now therefore:

#### I. CLASS ACTION

IT IS ORDERED, ADJUDICATED AND ADJUDGED that this action be certified a class action on behalf of all present and future tenants of the Housing Authority of the City of Alma, Georgia.

#### II. EVICTION PROCEEDINGS

IT IS FURTHER ORDERED, ADJUDICATED AND ADJUDGED that no employee or agent of the Housing Authority will attempt to gain possession of any premises by changing the locks, padlocking, removing furnishings to the street, or representing that any such actions will be taken, or by making oral or written demands for immediate possession, by any form of constructive eviction, or by any means whatsoever except in accordance with the following procedure:

A. All notices shall be sent by first-class mail or delivered to the tenant or an adult member of his household.

1. In the case of failure to pay rent, a notice shall be sent fourteen (14) days prior to the termination of the tenancy. Said notice will itemize the rent claimed to be owed and itemize separately any other charge claimed to be owed.

2. In the case of the creation or maintenance of a threat to the health or safety of the tenants or Housing Authority employees, the notice shall be given a reasonable time prior to the termination, such time to be commensurate with the exigencies of the situation. Said notice will describe in detail the condition which constitutes the claimed threat.

3. In any other case, the notice shall be sent thirty (30) days prior to the termination of the tenancy.

Any such notice will, in simple language conspicuously placed, inform the tenant of the right to request a grievance hearing in accordance with the Housing Authority's grievance procedures, and of the right to counsel, including "Legal Aid" (Georgia Legal Services Program) in connection with such grievance procedure.

All tenant inquiries about the grievance procedure shall be logged.

B. A written demand for possession will be mailed at the end of the notice period if the tenant has not requested a grievance hearing.

C. After the demand for possession, the Housing Authority will file a dispossessory warrant with a Judge of the Superior Court or a Justice of the Peace. Such warrant shall be served as required in Ga. Code Ann. § 61-302, but if filed in Justice Court, it shall state that by order of Justice Court an answer or other appropriate pleading may be filed at the office of the Bacon County Sheriff, as well as any other place as provided by law.

D. The matter will proceed as prescribed in Ga. Code Ann. § 61-302, § 61-303, § 61-304, § 61-305, § 61-306, § 61-307 and § 61-309.

E. The Housing Authority shall not terminate or refuse to renew the lease other than for serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or to fulfill the tenant obligations set forth in 24 C.F.R. 866.4(f) or for other good cause.

### III. RENT

IT IS FURTHER ORDERED, ADJUDICATED AND ADJUTED THAT:

A. The Housing Authority shall charge tenants rent according to the requirements of 42 U.S.C. § 1437a(1). Said rent shall be based upon actual income, with no assumed income

attributed to the tenant or his/her household. Such rent shall be based upon actual tenant income or best estimate of tenant income actually received.

B. Any tenant who actually experiences and reports a decrease in income will be given a rent reduction effective the month following the month in which the report was made.

1. A record will be made of every tenant report or inquiry concerning rent reduction. A report of reduction in income shall be effective upon a tenant's initial oral or written communication to Housing Authority personnel about the reduction. Tenants will not be required to provide documentation of the reduction when making this report, however they may be required to furnish information which will assist the Housing Authority to verify the reduced income, e.g. the names and addresses of former employers. The Housing Authority may ask tenants to sign affidavits or statements concerning their loss of income. Only if there is some genuine, serious dispute about whether a reduction of income occurred will the tenant be required to provide any proof or documentation.

2. All rent reductions which are delayed by a verification process, except those delays for which the tenant is at fault, will be granted retroactive to the month after the month when they were reported.

3. If rent reductions are delayed beyond rental due date of the month following the report of income reduction, the tenant may tender the amount of rent due based on the information reported by the tenant. If the tenant does so the Housing Authority will take no action against the tenant for nonpayment of rent until it has completed the verification proceedings and determined the information given by the tenant to be inaccurate. The tenant has a right to a grievance hearing about such a determination.

4. Any tenant who was granted a rent reduction has a duty to report any increased income when it occurs. A rent increase recalculated in conformity with 42 U.S.C. § 1437(a)(1) will take effect the second calendar month after the month of such report.

5. In calculating rent, all Housing Authority employees will ask tenants and prospective tenants about each of the deductions listed in 24 C.F.R. § 860.403(f), and will explain each of these deductions. The Housing Authority will prepare and give to the tenant a form showing how the rent was calculated each time the rent is changed, and each time a change in rent is requested.

#### IV. GUESTS

IT IS FURTHER ORDERED, ADJUDICATED AND ADJUDGED that tenants are to be permitted to have guests, as provided in 24 C.F.R. § 866.4(d) and 24 C.F.R. 866.4(f)(2) and (3).

#### V. ENTRY OF PREMISES

IT IS FURTHER ORDERED, ADJUDICATED AND ADJUDGED that the Housing Authority personnel may enter a tenant's premises only for the purposes of performing routine inspections or maintenance, for making improvements or repairs, or to show the premises for reletting.

A. Except in cases of emergency, before entering any premises, the Housing Authority shall give the tenant at least two days' written notice unless the tenant has requested repairs and waived notice for the performance of the said repairs. Such written notice shall state the purpose of the proposed entry. If the tenant replies before the date of the proposed entry, and offers to make a specific appointment during the usual working hours of the staff persons who are to enter the premises, the Housing Authority will record this offer. The Housing Authority

will agree to this appointment, or it will give the tenant an additional three days in which to arrange a mutually satisfactory time for the entry.

B. The Housing Authority may enter the premises at any time without advance notification when there is a reasonable cause to believe that an emergency exists; and in the event that the tenant and all adult members of his household are absent from the premises at the time of entry, the Housing Authority shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.

C. Housing Authority personnel shall confine the scope of their entry and inspection to the purpose for which such entry was made, and in particular shall refrain from inspecting or tampering with tenants' clothing or personal effects.

1. The Housing Authority will neither ask for, nor receive, from tenants blanket waivers of the right to notice of entry.

2. The Housing Authority shall direct its employees to refrain from asking tenants questions relating to eligibility for public housing or other personal questions when they enter dwelling units for the purposes set out in this section.

#### VI. MAINTENANCE AND REPAIRS

IT IS FURTHER ORDERED, ADJUDICATED AND ADJUDGED that the Housing Authority shall perform all repairs and maintenance necessary to keep the premises safe, decent and sanitary, to meet applicable building and housing codes, and to provide accommodations and services up to the standard of private housing which is not available to low income tenants.

A. The Housing Authority shall perform, at its own expense, any maintenance which becomes necessary as a result of ordinary "wear and tear," such as is to be expected in rental property. Without limiting the Housing Authority's obligation to perform such maintenance, the parties further agree that:

1. Normal wear and tear shall require the following specific items to be done at the expense of the Housing Authority:

(a) The interiors of apartments shall be painted as needed for good and clean livability.

(b) Each window and door screen will be in good repair when the tenant assumes occupancy.

2. Fixing of plumbing leaks by replacement of packing or washers shall be considered to be in response to normal wear and tear and shall be done at the Housing Authority's expense.

B. Charges for repairs shall be administered in the following manner:

1. In order to charge a tenant for any repair, the Housing Authority must make the following determinations:

(a) That the repair was not necessitated by ordinary wear and tear; and

(b) That the repair was necessitated by acts which were the fault of the tenant, his family or his guests or visitors.

2. The itemized charges for such repairs must be billed separately from rent.

3. Tenants shall not be charged for repairs necessitated by acts of vandalism or attempted entry by persons other than the tenant or members of his household, guests or visitors.

C. The Housing Authority may not terminate a tenancy due to nonpayment of charges for repairs until one month after the charges become due.

D. The Housing Authority may charge the tenants for lawnmowing at a reasonable rate in line with rates charged by other Public Housing Authorities in Southeast Georgia. Tenants shall have the option to mow their own lawns, provided it is done regularly.

F. Tenants may be required to make pre-occupancy inspection of the premises, and to sign an inventory as provided in 24 C.F.R. § 866.4(i) and in Ga. Code Ann. § 61-604. However, this signed inventory will not be conclusive as to the condition of the apartment at the beginning of the tenancy, if the tenants deliver to the Housing Authority Office a written dissent within one week of the beginning of their occupancy.

VII.

IT IS FURTHER ORDERED, ADJUDICATED AND ADJUDGED that the Court will retain jurisdiction of this action for purposes of clarification and enforcement.

A. It is understood that the agreement herein stipulated to by the parties is the entire agreement between the parties. However, certain letters exchanged between counsel for the respective parties, and dated March 23 and 27, 1979, shall be considered as bearing on the parties' intent at the time of signing this stipulation agreement.

b. It is further understood between the parties that Plaintiffs will dismiss with prejudice any portions of their original complaint not herein specifically referred to.

VIII.

IT IS FURTHER ORDERED, ADJUDICATED AND ADJUDGED that the terms and conditions of this Order will constitute a permanent injunction binding upon the Housing Authority of the City of Alma, Georgia, its successors, officers, agents and servants, and on the individual named Defendants in their respective official capacities. The effect of this Order will be limited to the aforesaid and to all present and future tenants of housing owned, managed or administered by the Housing Authority of the City of Alma, Georgia. However it is understood that the obligations imposed by this Order are subject to such requirements or



directives as may be imposed or issued from time to time by the Department of Housing and Urban Development in accordance with applicable law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1979.

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ANTHONY A. ALAIMO  
Chief Judge  
United States District Court

Consented to and approved by the parties, by and through their duly authorized attorneys-at-law, on this 29<sup>th</sup> day of July, 1979.

PATRICIA ANN CLARK, JOHNNIE MAE REDDISH, on behalf of themselves and all other persons similarly situated, Plaintiffs,

BY: \_\_\_\_\_  
Gloria A. Einstein  
Attorney for Plaintiffs

THE HOUSING AUTHORITY OF ALMA, GEORGIA, and WILFRED B. SMITH, Individually and in his capacity as Executive Director of the Housing Authority of the City of Alma, Georgia, Defendants

BY: \_\_\_\_\_  
Barrie L. Jones  
Attorney for Defendants