

**St. Cloud Housing and Redevelopment Authority**

**Public Housing Admission  
And  
Occupancy Policies**

**2015**

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## **Introduction**

This Manual contains the St. Cloud Housing and Redevelopment Authority's (Public Housing Authority) regulations and policies governing public housing. It implements federal law and regulations and state law, as well as the policies adopted by the Public Housing Authority. When any of the policies contained in this manual become inconsistent with superior federal or state law, they are automatically superseded.

The Policies of the St. Cloud Housing and Redevelopment Authority will not unlawfully discriminate against any person because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status, or public assistance status. The Public Housing Authority will comply with all applicable federal or state laws regarding non-discrimination. These include the Civil Rights Act of 1964, the Rehabilitation Act of 1973 as amended, the Fair Housing Act, the Minnesota Human Rights Act, Chapter 363, and the Americans with Disabilities Act.

All applicants that appear to be experiencing difficulties communicating in English or have limited English proficiency will be asked if they need to communicate in a language other than English (including sign language or Braille). The St. Cloud Housing and Redevelopment Authority will endeavor to have access to people who speak languages other than English. The St. Cloud Housing and Redevelopment Authority shall utilize multilingual "I speak" cards to the maximum degree possible.

All adult members of applicant and resident households are required to annually sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement

Any request for applicant and resident information will not be released unless there is a signed release of information request from the applicant or resident.

The St. Cloud Housing and Redevelopment Authority provides or offers the services and programs, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking.

Substantial deviations or significant amendments or modifications are defined as discretionary changes in the plans or policies of the housing authority that fundamentally change the mission, goals, objectives, or plans of the agency and which require formal approval of the Board of Commissioners. Proposed demolition, disposition, homeownership, Capital Fund Financing, development, or mixed finance proposals are considered by HUD to be significant amendments to the CFP 5 Year Action Plan.

**PART ONE  
ELIGIBILITY FOR ADMISSION**

**I. OVERVIEW:** Only families and individuals who meet program eligibility requirements can live in Public Housing. The following six factors determine whether an applicant is eligible:

**A. Definitions.** As used in this Manual, the following terms shall be defined as follows:

**1. *ELDERLY FAMILY (defined):*** An elderly family is a family whose head, spouse or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. ***ELDERLY PERSON (defined):*** An elderly person is a person who is at least 62 years of age.

**2. *DISPLACED FAMILY (defined):*** A displaced family is a family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

**3. *RESIDENT RENT (defined):*** The amount payable monthly by the family as rent to the unit owner (Section 8 owner or PHA in public housing). (This term is not used in the Section 8 voucher program)

**4. *SINGLE PERSON (defined):*** Single person means an adult person living alone or intending to live alone and who does not qualify as an Elderly Family or Displaced Person or as the remaining adult member of a resident family.

**5. *HEAD OF HOUSEHOLD (defined):*** Head of Household meant the adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

**6. *APPLICANT (APPLICANT FAMILY) (defined):*** Applicant means a person or family that has applied for housing assistance.

**7. *CITIZEN (defined):*** Citizen means a citizen or national of the United States.

**8. *FULL-TIME STUDENT (defined):*** A person who is attending school or vocational training on a full-time basis.

**9. INCOME (defined):** Income means income from all sources of each member of the household as determined in accordance with criteria established by HUD. (See also “Annual Income.”)

**10. ANNUAL INCOME (defined):** Annual income means the anticipated total income from all sources received by the head of household and spouse (even if temporarily absent) and by each additional member of the family, 18 years and older, including all net income derived from assets, for the 12-month period following the effective date of initial determination or re-examination of income.

Annual income includes, but is not limited to: the full amount of wages and salaries; net income from a business or profession; net income of any kind from assets; periodic payments from Social Security, annuities, insurance policies, retirement income, pensions, disability or death benefits; welfare assistance; alimony and regular contributions or gifts; all regular pay, special payments and allowances received by a member of the Armed Forces; payments to the head of the household for support of a minor; relocation payments made to displaced persons under the Uniform Relocation Act.

Annual income does not include: non-recurring income, defined as casual, sporadic, and irregular gifts, reimbursements for the cost of treatment of an illness or medical care, or certain temporary, non-recurring or sporadic income; income from employment of minors (including foster children); income of certain care providers; lump sum additions to family assets; the full amount of student financial assistance paid directly to the student or to the educational institution; special pay to a family member serving in the Armed Forces who is exposed to hostile fire; income from certain training programs; reparation payments; earnings in excess of \$480 for each full-time student who is 18 years old or older (excluding head of household or spouse); adoption assistance payments in excess of \$480 per adopted child; refunds or rebates received by the family for property taxes paid on the dwelling unit; amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the National Housing Act of 1937 or Section 236 of the National Housing and Community Development Act of 1974.

**11. ADJUSTED INCOME (defined):** Adjusted income means annual income (as determined by the responsible entity) minus the mandatory deductions of the members of the family residing or intending to reside in the dwelling unit. In determining adjusted income, the responsible entity must deduct the following mandatory deductions from annual income:

- a. 480 for each dependent;

- b. \$400 for any elderly family or disabled family;
- c. The sum of the following, to the extent the sum exceeds three percent of annual income;
  - i. Unreimbursed medical expenses of any elderly family or disabled family; and
  - ii. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus; and
- d. Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.

**12. ASSETS (defined):** Assets means assets for determining eligibility for admission to and continued occupancy of public housing and for calculating Total Resident Payment include, but are not limited to: savings, cash, resources having redemptive or interest accruing value, equity in or net cash value after deducting reasonable costs that would be incurred in disposing of real property (excluding burial plots), stocks, bonds and other forms of capital investments; the equity in a housing cooperative unit or in a manufactured home in which the family resides will be excluded only if the family continues to reside in the cooperative unit or manufactured home after admission to the program. The value of personal property such as furniture and automobiles is to be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund will be counted when determining Annual Income).

In determining net family assets, the Public Housing Authority, will include the value of any assets disposed of by an applicant or resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident received important consideration not measurable in dollar terms.

**13. UTILITIES (defined):** Utilities means normal use of water and sewer, electricity, gas, and trash collection services. Telephone service and cable TV service are not considered as a utility. "Normal" use is defined by Utility Allowance, includes electricity, gas, water sewer and charges for other services such as garbage removal. Telephone service and electricity for resident installed air conditioners are not considered as a utility. (See Utility Allowance).

**14. UTILITY ALLOWANCE (defined):** Utility allowance means a fixed amount allowed to the resident as a deduction from the Total Resident Payment for utilities purchased separately by the resident. The amount of the allowance is based on the average estimated cost of utilities such as gas, electricity and heating fuels for living units of various bedroom sizes as determined by the Public Housing Authority's Utility Allowance Schedule in Appendix B.

**15. UTILITY REIMBURSEMENT (defined):** The amount, if any, by which the utility allowance for a unit, if applicable, exceeds the total Resident payment for the family occupying the unit. (This definition is not used in the Section 8 voucher program, or for a public housing family that is paying a flat rent.)

**16. ECONOMIC SELF-SUFFICIENCY PROGRAM (defined):** Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

**17. LOW INCOME FAMILY (defined):** A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median income for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

**18. VERY LOW INCOME FAMILY (defined):** A family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50 percent of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**19. EXTREMELY LOW INCOME FAMILY (defined):** A family whose annual income does not exceed 30 percent of the median income for the area, as



determined by HUD, with adjustments for smaller and larger families, or the federal Poverty level, except that HUD may establish income ceilings higher or lower than 30 percent of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**B. Family Status Requirement:**

Family Status – All families must have a Head of Household or Co-Heads of Household. Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. A family with or without children. Such a family is defined as a group of people related by blood, marriage, adoption or affinity (regardless of actual or perceived sexual orientation, gender identity, or marital status) that live together in a stable family relationship.
  - a. Children temporarily absent from the home due to placement in foster care are considered family members.
  - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
2. An elderly family, which is:
  - a. A family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age;
  - b. Two or more persons who are at least 62 years of age living together; or
  - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
3. A near-elderly family, which is:
  - a. A family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
  - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
  - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
4. A disabled family, which is:
  - a. A family whose head (including co-head), spouse, sole member is a person with a disability;
  - b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.
  - d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.

5. A displaced family, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. A remaining member of a tenant family. If the remaining member of a tenant family is a minor or minors, it will be necessary for an adult to temporarily move into a unit to serve as a guardian for children residing in the unit. The income received by the temporary guardian will be counted in determining family income. Although typically a criminal background check is required before anyone can move into a public housing unit, this requirement will be waived for a guardian in this situation. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for public housing, the family shall be given a reasonable time to find a replacement guardian or vacate the property.

**C. Adult Head of Household:** The head of household must be age eighteen or older. If under the age of eighteen, the applicant must be emancipated.

**D. Non-Economic Requirements:** The applicant family or individual must meet the Public Housing Authority's non-economic eligibility requirements, as detailed in Section V. of this Part.

**E. Social Security Number Requirement:** The applicant must provide the Social Security number and valid Social Security card (or other acceptable documentation) for all family members. An applicant, or family members who do not have a Social Security number, will be given 90 days to provide the HRA with a social security number. If no, valid documentation of the social security number is given within the time period, the household will be denied assistance.

**F. United States Citizenship Status Requirements:**

1. An applicant who is a citizen must sign a declaration of U.S. citizenship.
2. Applicants who are age 62 or older who are non-citizens must sign a declaration of eligibility immigration status and submit a proof of age document.
3. Other non-citizen applicants must sign a declaration of eligible immigration status, a signed verification consent form, and U.S. Immigration and Nationalization Service forms to establish their eligibility for Public Housing. (The Public Housing Authority is prohibited from providing assistance to non-eligible immigrants).

**G. Income Limits:** The applicant family or individual must meet income requirements.

1. The family's annual income anticipated for the next twelve months must be at or below the current income limit set for low income families. This income limit is based upon 80% of the median income for the area.
2. The Public Housing Authority examines the current family income and projects it forward for the next twelve months to calculate anticipated annual income. A period of less than twelve months may be used if the family's source of income is temporary or unusual, and which will not likely recur in the next twelve months. No deductions or allowances are subtracted from the total annual income in determining the family's eligibility for the program.
3. The income limit restrictions do not apply to a family already living in Public Housing. The family will not be required to move out if their income exceeds the current income limit. (**See Appendix A**)

## **II. THE WAITING LIST:**

- Households must complete an application to participate in the Public Housing Program.
- Eligible applicants are then put on a waiting list for admission that uses the date and time of application and preference factors to determine priority of placement.
- The Public Housing Authority makes a preliminary eligibility determination, to determine whether the applicant will be placed on the waiting list and to determine priority of placement. Placement on the waiting list will be based upon information in the household's application. Final eligibility will be determined after the applicant is notified that the applicant is approaching the top of the waiting list.

### **A. When Applications are Taken:**

1. Applications for Public Housing are taken every day. The Public Housing Authority may close the waiting list because it has a sufficient number of applicants it can serve in a reasonable period of time.
2. When the waiting list is closed the Public Housing Authority will accept an application when all of the following circumstances apply:

- a. An applicant is otherwise eligible and claims to qualify for a Preference, and
- b. There is not an adequate pool of applicants already on the waiting list for that particular bedroom size who are likely to qualify for a Preference, and therefore, it appears that the applicant would qualify for assistance before other applicants on the waiting list.

**B. Updating the Waiting List:** The St. Cloud HRA will not update waiting lists.

**C. Reinstatement to Waiting List:** When applicants are removed from the waiting list because they failed to contact the Public Housing Authority reconfirm continued interest in Public Housing, they will be reinstated to the list if they contact the Public Housing Authority within 10 days of their removal from the waiting list. The applicant will be reinstated onto the list using the date of the original application.

**D. Closing and Opening the Waiting List:** Before suspending or resuming taking applications, the Public Housing Authority will issue a public announcement. The announcement will be published in local newspapers at least two weeks before the waiting list is closed or opened.

**E. Waiting List Family Break-Up:** When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date if the waiting list is open.

If a family breaks up into two otherwise eligible families while receiving assistance only one of the new families will continue to be assisted.

In the absence of a judicial decision or an agreement among the original family members, the housing authority will consider the following factors in determining which family retains their placement on the waiting list or will continue to receive assistance; (1) the interest of any minor children, including custody arrangements; (2) the interest of any ill, elderly, or disabled family members; and (3) any possible risks to family members as a result of domestic violence or criminal/illegal activity. See Family Breakup for households currently living in public housing.

### **III. CALCULATING ANNUAL INCOME:**

**A. Definitions.** As used in this Manual, the following terms shall be defined as follows:

**1. FULL-TIME STUDENT (defined):** A person who is attending school or vocational training on a full-time basis.

**2. WELFARE ASSISTANCE (defined):** Welfare Assistance means welfare or other payments to families and individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and or had not committed an act of fraud. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.

**3. DEPENDENT (defined):** A member of the family household (excluding foster children) other than the family head, spouse or co-head who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time Student,

**B. Annual Income:** Annual Income is the anticipated total income from all sources listed in this section that are received by:

- The head of household and spouse or co-head (even if temporarily absent), and

- Each additional member of the household who is age 18 or older and is not a full-time student.

1. Annual income will be anticipated for the twelve-month period following the effective date of initial determination of eligibility or the effective date of the reexamination of income. If it is not feasible to anticipate a level of income for a twelve month period, the income anticipated for a shorter period may be annualized, subject to a reexamination at the end of the shorter period.

2. Annual income includes, but is not limited to the following:

- a. The full amount, before any payroll deductions, of wages and salaries, including commissions, tips, fees, bonuses, and compensation for overtime and other compensation for personal services.

- b. Net income from operation of a business or profession.

(1) Expenditures for business expansion or amortization of capital indebtedness will not be used as deductions in determining net income.

(2) An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations.

(3) Any withdrawal of cash or assets from the operation of a business or profession shall be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

c. Interest, dividends, and other net income of any kind from assets whether real or personal property or instruments such as stocks, bonds, certificates of deposit.

(1) Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income.

(2) An allowance for depreciation of real or personal property may be deducted from the interest, dividends or other net income derived from the property (straight line depreciation shall be used as provided in Internal Revenue Service regulations).

(3) Any withdrawal of cash or assets from an investment shall be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family.

(4) Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets, or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

(5) Actual income from assets shall be included as income if total assets are \$5,000 or less.

d. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement income,

pensions, disability or death benefits, and other similar types of periodic receipts.

- e. Payments in lieu of earnings, such as unemployment and disability compensation, Worker's Compensation and severance pay. (Note the exclusion of lump sums to income listed in the following Part 1., Section B 4.)
- f. Welfare assistance payments.
- g. Periodic and determinable allowances, such as alimony, child support payments (an average of three months), and regular contributions or gifts, including amounts received from any person not residing in the dwelling.
- h. All regular pay, special payments and allowances (such as longevity, overseas duty, rental allowances, allowances for dependents, etc.), received by a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other family member whose dependents are residing in the unit.
- i. Payments to the head of the household for support of a minor, or payments nominally to a minor for his support, but controlled for his benefit by the head of the household or a resident family member other than the head, who is responsible for his support.
- j. Relocation payments made to displaced households made under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 or under 104(d) of the Housing and Community Development Act. The amount of income to be included will be based upon the number of months remaining in their 42 or 60 months entitlement since the date the family received its first replacement housing payment.

**C. Annualization of Income:**

If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

**D. Annual Income Does Not Include:**

1. Non-recurring income, defined as:
  - a. Sporadic and irregular gifts,
  - b. Amounts which are specifically received for, or are a reimbursement of, the cost of treatment for illness or medical care, or
  - c. Certain non-recurring or sporadic income.
2. Income from employment of minors (including foster children).
3. Income of certain care providers:
  - a. **Foster care:** Payments received for the care of foster children or foster adults.
  - b. **Care Attendant or Live-In Aide Income:** Income of a care attendant will not be counted in determining the family's income if the Public Housing Authority determines that the care attendant is essential to the care and well being of a family member. **CARE ATTENDANT/LIVE-IN AIDE (defined):** Care Attendant/Live-In Aide means a person who resides with one or more elderly persons, or near elderly persons, or persons with disabilities and who is determined by the Public Housing Authority to be essential to the care and well being of the persons; who is not obligated for the support of the persons; and who would not be living in the unit except to provide the necessary supportive services. The Public Housing Authority may require reasonable verification that a person qualifies as a care attendant.
  - c. **Care of a Disabled Family Member:** Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
4. **Lump-sum Additions:** Lump-sum additions to family assets; such as, but not necessarily limited to:
  - a. Inheritances;
  - b. Insurance payments, including payments under health and accident insurance and worker's compensation;



- c. Capital gains;
  - d. Settlements for personal or property losses;
  - e. Deferred periodic payments of Supplemental Security Income (SSI) and Social Security benefits that are received in a lump sum payment.
5. **Scholarships:** The full amounts of student financial assistance paid directly to the student or to the educational institution.
6. **Hostile Fire Pay:** The special duty pay to a family member serving in the Armed Forces who is exposed to hostile fire.
7. **Income from Certain Training Programs:**
- a. Amounts received under training programs funded by HUD as determined by the program's guidelines.
  - b. Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income (SSI) eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - c. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.). The payments must be made solely to allow participation in a specific program-
  - d. A resident service stipend, not to exceed \$200 per month, received by a resident for performing a service for the Public Housing Authority, on a part-time basis, that enhances the quality of life in the development. Payment in excess of \$200 a month will cause the entire amount to be considered income. No resident may receive more than one such stipend during the same period of time;
  - e. Compensation from State or local employment training programs and training of a family member as resident management staff, this income is excluded only for a limited period as provided for in the program's guidelines.
8. **Reparation payments:** For all initial determinations and reexaminations of income carried out on or after April 23, 1993, reparations paid by a

foreign government pursuant to claims filed under the laws of the government by persons who were persecuted during the Nazi era.

9. Earnings in excess of \$480 per year for each full-time student 18 years of age or older (excluding the head of household or spouse or co-head).
10. Adoption assistance payments in excess of \$480 per year per adopted child.
11. Refunds or Rebates, such as renters' credit, received by the family under state or local law for property taxes paid on the dwelling unit.
12. Statutory Exclusions: Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the National Housing Act of 1937 or Section 236 of the National Housing and Community Development Act of 1974.
  - a. Food Stamps: The value of the Food Stamp Allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7 U.S.C. 2011-2029).
  - b. Certain Volunteer Payments: Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 4951-4993):
  - c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c)).
  - d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian Tribes (25 U.S.C. 459e).
  - e. Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program (42 U.S.C. 8621-8629).
  - f. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 250-)-2504).
  - g. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-1408), or from funds held in trust for an Indian tribe by the Secretary of Interior (25 U.S.C. 117)
  - h. Amounts of scholarships funded under Title IV of the Higher Education Act of 1969, including awards under the Federal work-

study program or under the Bureau of Indian Affairs student assistance programs (20 U.S. C. 1987).

- i. National Older American Volunteer Programs for persons aged 60 years and over which include Retired Senior Volunteer Programs, Foster Grandparent Program, Older American Community Services Program, National Volunteer Programs to Assist Small Business Experience, Service Corps of Retired Executives (SCOPE) and Active Corps of Executives (ACE).
- j. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the *In Re. Agent Orange* product liability litigation, M.D.L. No. 381.
- k. Payments made under the Maine Indian Claims Settlement Act of 1980 (Pub.L. 96-420, 94 Stat. 1785).
- l. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursements for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q).
- m. Earned income tax credit refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)).
- n. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- o. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- p. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment of reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602©):
- q. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2));

- r. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplement Food Program for Women, Infants and Children (WIC);
- s. Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b));
- t. Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts as provided by an amendment to the definition of annual income in the U.S. Housing Act of 1937 (42 U.S.C. 1437A) by Section 2608 of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289);
- u. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled Elouise Cobell et al. v. Ken Salazar et al., 816 F. Suppl. 2d 10 (Oct. 5, 2011 D.D.C.), as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291); and
- v. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) comparable disaster assistance provided by States, local governments, and disaster assistance organizations shall not be considered as income or a resource when determining eligibility for or benefit levels under federally funded income assistance or resource-tested benefit programs (42 U.S.C. 5155(d)).

**ASSETS**

<b>A. Assets Include:</b>	<b>B. Assets Do Not Include:</b>
1. Amounts in savings accounts and six month average balance for checking accounts	1. Necessary personal property, except as noted in Column A; item 9 of this table.
2. Stocks, bonds, savings certificates, money market funds and other investment accounts.	2. Interest in Indian Trust lands.
3. Equity in real property or other capital investments. Equity is the estimates current market value of the asset less the unpaid balance on all loans secured by the asset <u>and</u> reasonable costs (such as broker fees) that would be incurred in selling the asset. Where	3. Assets that are a part of an active business or farming operation  <b>Note:</b> Rental properties are considered personal assets held as an investment rather than business assets unless real estate is the family's main

an assessed value for the asset has been established, the HRA will use the asset value to determine market value.	occupation.
4. The cash value of trusts that are available to the household.	4. Assets not accessible to the family and which provide no income for the family.
5. IRA, Keogh and similar retirement savings accounts, even though withdrawal would result in a penalty.	5. Vehicles especially equipped for the handicapped.
6. Contributions to company retirement/pension funds that can be withdrawn without retiring or terminating employment.	6. Equity in owner-occupied cooperatives and manufactured homes in which the family lives.
7. Assets which, although owned by more than one person, allow unrestricted access by the applicant.	7. Funeral plot/burial account up to \$2,500.00.
8. Lump sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements, and other claims, deferred SSI and Social Security payments paid in a lump sum.	Count as income 1. Actual income from assets if total assets are \$5,000 or less; 2. If assets are more than \$5,000, the greater of; - actual income from assets, or - total assets x HUD passbook rate
9. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.	
10. Cash value of life insurance policies.	
11. Assets disposed of for less than fair market value during two years preceding certification or recertification.	

**IV. VERIFYING APPLICANTS' STATEMENTS AND INCOMES:**

With respect to economic and non-economic eligibility, the applicant has the burden to supply information which verifies eligibility. An applicant's failure to cooperate with the verification process will be grounds for denial of the application. Applicants shall be required to furnish proof of their statements when requested by the Public Housing Authority. The Public Housing Authority may rely upon written and oral statements and information supplied by persons with knowledge about the applicant. If the applicant believes that this information is inaccurate, the applicant will be afforded an opportunity to explain or rebut that information. The EIV Existing Tenant Search will be used as part of the applicant screening process.

**A. Misrepresentation:** If, in connection with economic or non-economic eligibility, an applicant makes a material misrepresentation or material omissions in connection with the application or recertification process or otherwise, the Public Housing Authority may deny the application. The Public Housing Authority will

notify the applicant of such determination by the Public Housing Authority, and shall be given the opportunity to request an informal hearing of the matter.

- B. Applicant Releases:** Applicants are required to sign release forms that authorize necessary third party verifications that include, but are not limited to, income and assets and non-economic qualifications.
- C. Documentation from Applicant:** Applicants are also required to submit direct documentation to the Public Housing Authority when it is necessary to verify statements related to program eligibility, income adjustments, rent calculations, or information related to Equal Opportunity requirements.
- D. Use of Confidential Information/Data Practices:** Information that is obtained directly from applicants, or from those persons authorized by the applicant, will be used or disclosed only for purposes relating directly to the administration of the Public Housing Program. All information that is "private data on individuals" under the Minnesota Government Data Practices Act (Minn. Stat. Sec. 13.01 and following) will be handled in compliance with that law.
- E. Family Composition and Residency:** Certification by applicants will normally be considered sufficient verification of family composition and residence as provided by the applicant's signature on the application. However, the Public Housing Authority reserves the right to request additional verification.
- F. Income:** All earned income must be verified at the time of admission through third parties. When this is not possible, income will be verified by:
  - 1. Viewing W-2 forms,
  - 2. Check stubs, or
  - 3. Other means to assure accuracy.
- G. Assets:** Assets must be verified through third parties. When this is not possible, assets will be verified by:
  - 1. Viewing savings account passbooks, or
  - 2. Other photocopies or carbon copies of documents in the applicant's possession which substantiate statements of assets.
- H. Unearned Income:** Unearned income must be verified by third parties. When this is not possible, unearned income will be verified by:
  - 1. Viewing checks;
  - 2. Certifications of award; or

3. Other means to assure accuracy.

- I. **No Income:** The absence of income will be verified through third parties where possible. Applicants reporting no income will be required to sign a statement certifying that they are receiving no income.

V. **NON-ECONOMIC QUALIFICATIONS FOR ADMISSION:**

- A. **Information Sources:** The Public Housing Authority will rely upon sources of information which may include, but are not limited to, Public Housing Authority records, personal interviews with the applicant or resident, home visits, credit checks, criminal and court records or police departments' records, references from previous and current landlords (or agents), employers, family, social workers, parole/probation officers.

- 1. **Lack of Information and Applicant's Responsibility:** It is the applicant's responsibility to ensure that all requested non-economic eligibility verifications are executed by the applicant and/or appropriate members of the household and returned to the Public Housing Authority. The Public Housing Authority shall send the verifications to the appropriate individual or entity. An application file lacking these verifications will be considered incomplete and regular processing delayed until the information is received or the matter is otherwise resolved by the Public Housing Authority. If the Public Housing Authority determines that the applicant has unreasonably failed to supply information, the Public Housing Authority will provide written notice of proposal to deny the application. The Public Housing Authority will deny the application ten business days after the notice has been mailed, unless the applicant supplies that information or requests and obtains an extension from the Public Housing Authority.
- 2. **Applicants must supply** the names, addresses and phone numbers of the managers of the residences where they resided for a minimum of the preceding five years. If the applicant cannot supply non-institutional residences during this period because the applicant was hospitalized, in a halfway house, etc, then the applicant must supply names, addresses and phone numbers of the applicant's three most recent non-institutional residences.
  - a. Applicants must supply the names, addresses, and telephone numbers of the managers of the residences where they have resided. If the applicant cannot supply non-institutional residences during this period because the applicant was hospitalized, in a halfway house, etc., then the applicant must supply names,

addresses, and telephone numbers of the applicant's three most recent non-institutional residences.

- b.** Applicants must complete references forms for prior non-institutional landlords. The Public Housing Authority will consider references from social workers and institutional providers such as halfway houses and hospitals, but these references will not substitute for the required landlord references.
- c.** Applicants will be required to identify states and counties where they have lived for the previous ten years.
- d.** Applicants will be required to identify any residence, institutional or non-institutional, where they have been required or asked to leave and to state the reason.
- e.** Applicants will be required to identify all criminal convictions. Applicants will be required to disclose their arrest record and to state the circumstances of offenses charged and the disposition of the charge.

**B. Non Economic Requirements:**

- 1. Lease Compliance:** Applicants must be able to demonstrate the ability and willingness to comply with the terms of the Public Housing Authority's lease either alone or with assistance at the time of their admission to Public Housing.
- 2. Adult Head of Household:** The head of household must be age eighteen or older.
- 3. Status of New Household Members:** A person who wishes to live with a family already occupying a unit must meet the same eligibility standards as other applicants for admission.
  - a.** The Public Housing Authority will determine whether the person meets the Public Housing Authority's admission standards prior to adding the person to the family's lease.
  - b.** Live-in aides/care attendants must meet non-economic screening standards.
  - c.** Marriage does not automatically result in the new spouse being added to the lease. A new spouse will be subject to all economic and non-economic requirements for admission.



- d. The person applying to be added to the lease must not have been living in a HRA unit as an unauthorized person.
- e. The household's current resident(s) must have been a tenant or tenants in good standing for at least twelve months.
- f. The person added to the household will not be permitted to stay in the unit as the head of household (remaining household member) if the other member(s) of the household move out within twelve months after the effective date of the addition to the household.

**C. Basis for Denial of Admission:** The Public Housing Authority will deny admission to any applicant whose habits and practices reasonably may be expected to have a detrimental effect on other residents, on the development environment, or on the financial stability of the Public Housing Authority's Public Housing Program. A record or history of any of the following may be sufficient cause for the Public Housing Authority to deny admission to the household:

- 1. Inability to comply with the lease without supportive services from Public Housing Authority staff that would require an alteration in the fundamental nature of the Public Housing Program.
- 2. Non-payment of rightful obligations, including rent and utilities, and monies owed to any government program, i.e. county, state or federal, being current on a repayment agreement will be taken into consideration;
- 3. Disturbance of neighbors;
- 4. Destruction of property;
- 5. Poor living or housekeeping habits;
- 6. Persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for admission to public housing for a three-year period beginning on the date of such eviction. Such persons may be considered at the end of the three-year period, but must demonstrate that they meet all economic and non-economic eligibility requirements.
- 7. Any serious or repeated criminal activity over the past five years including a history of criminal activity involving crimes of physical violence to persons or property, or a history of other criminal acts, conduct or behavior which would adversely affect the health, safety or welfare of other residents, neighbors or Public Housing Authority employees;

8. Any felony conviction in the past 10 years.
9. Any criminal activity which included the use of firearms.
10. Any activity which would constitute a drug related petty misdemeanor, and/or drug-related criminal activity by the applicant, any member of the applicant's household, or a guest or other person under the applicant's control. **GUEST (defined):** Guest means a person in the leased unit with the consent of a household member.

Any household that has a member that has been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing are permanently prohibited assistance.

For purposes of these Policies, "criminal activity" includes, but is not limited to, intentional conduct that is forbidden by and punishable under applicable law, and such conduct is likely to continue or adversely affect the residential development environment, even though such conduct may be neither reported to a law enforcement agency nor prosecuted. Such conduct includes, but is not limited to, acts of physical violence or the threat of such acts. Neither proof beyond a reasonable doubt nor conviction in a court of law is necessary to establish whether an applicant or resident has engaged in criminal activity.

11. Any gang related activity.
12. A history of or current violation of the terms and conditions of a lease or occupancy agreement.
13. An applicant's misrepresentation of any information related to eligibility, award of preference for admission, allowances, family composition or rent.
14. A history of, or current conduct, by a household member, apparently caused by substance abuse of alcohol or drugs that would be a violation of the terms of the dwelling lease, and an indication that such conduct is likely to continue or adversely affect the residential development environment. This includes:
  - a. A determination by the Public Housing Authority that an applicant is illegally using a controlled substance;
  - b. A determination by the Public Housing Authority that there is reasonable cause to believe that an applicant abuses alcohol in a

way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents;

- c. A determination by the Public Housing Authority that there is reasonable cause to believe that the applicant's pattern of illegal use of a controlled substance or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents;

- 15. A history of, or current conduct, by a household member, that would be a violation of the terms of the dwelling lease, and an indication that such conduct is likely to continue and adversely affect the residential development environment.
- 16. A committing of fraud by a household member in connection with any Federal Housing Assistance Program.
- 17. Any member of the household who currently owes rent or other amounts to the Public Housing Authority or to another Public Housing Authority in connection with the Public Housing or Section 8 Programs.
- 18. Any household that has a member who is subject to lifetime registration as a sex offender under a state registration program is prohibited from being admitted into assisted housing.
- 19. Fugitive felons, parole violators, and persons fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees.

**D. Mitigating Circumstances:** In the event the Public Housing Authority receives unfavorable information with respect to an applicant which will likely cause the Public Housing Authority to deny admission, the Public Housing Authority will consider the time, nature and extent of the applicant's or a household member's conduct, and factors which might indicate a reasonable probability of favorable future conduct or financial prospects.

- 1. Mitigating circumstances might include, but are not limited to:
  - a. Evidence of successful rehabilitation.
  - b. Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling;

2. When considering a claim of mitigation based upon rehabilitation or counseling the Public Housing Authority will consider whether the applicant has presented evidence of successful modification of previous disqualifying behavior in an unsupervised residential environment.
3. The Public Housing Authority's primary mission is to provide housing. The Public Housing Authority is under no obligation to locate or provide support services to Public Housing applicants or residents. On a case by case basis, the Public Housing Authority may consider admitting an applicant or continuing the tenancy of a resident who agrees to accept support services necessary to comply with the terms of the Public Housing Authority Lease.
  - a. The necessary support services may be provided by an agency established to provide such service or by an individual willing to accept responsibility for providing the necessary service. The Public Housing Authority may require written commitment from the provider of services.
  - b. Payment for services is not the responsibility of the Public Housing Authority.
  - c. The Public Housing Authority has the right to approve or reject the agency or individual agreeing to provide the necessary support services if the Public Housing Authority has reason to believe the services provided will be inadequate to reasonably ensure future compliance with the terms of the lease. In this case, the Public Housing Authority will notify the applicant in writing of the basis for this decision.
  - d. Some, but not all, of the lease compliant functions an agency or individual may assist an applicant or resident to perform are:
    - (1) Rent and utility payments,
    - (2) Cleaning/housekeeping;
    - (3) Rule compliance; and
    - (4) Avoiding disturbances.

**E. Reasonable Accommodation:** The Public Housing Authority will comply with all applicable reasonable and necessary accommodation requirements, including those required by the Fair Housing Act, the Rehabilitation Act, the Americans with Disability Act and the Minnesota Human Rights Act. The Public Housing Authority believes in

providing reasonable and necessary accommodations and staff will make every effort to comply with those laws.

1. **Facilities reasonable accommodation.** If an applicant believes that the Public Housing Authority should make a reasonable and necessary accommodation in the physical facilities provided, the applicant must identify the requested accommodation and identify the reasons why that accommodation is both reasonable and necessary.
2. **Rules and practices reasonable accommodation.** If an applicant believes that the Public Housing Authority should make a reasonable and necessary accommodation in its rules or practices, the applicant must identify the rule or practice from which the applicant requests accommodation and identify the reasons why that accommodation is both reasonable and necessary.
3. **Past misconduct alleged to result from disability.** The Public Housing Authority considers the claims of any applicant who contends that past misconduct or unacceptable practices should not disqualify them. Those claims are considered under the Public Housing Authority's general mitigating circumstances policy described above. The Public Housing Authority does not, and will not, discriminate against applicants claiming mitigating circumstances who are disabled. Under its mitigating circumstances policy, the Public Housing Authority will consider evidence that past conduct will no longer continue because those aspects of the disability which contributed to misconduct have now been controlled. As with all mitigating circumstances, the Public Housing Authority will consider all relevant evidence and circumstances, including the length of time that the applicant has demonstrated ability to comply with acceptable standards of behavior in an unsupervised living environment.

## **VIII RECORDS RETENTION**

The St. Cloud HRA will retain records for the last three years of applicants. For residents of the St. Cloud HRA, the application, Form 50058, and supporting documentation during the term of each lease and for a period of three years from the end of residency.

### **PART TWO: APPLICANT SELECTION**

## **I. OVERVIEW:**

- A.** The Public Housing Authority will house the maximum number of eligible applicants within available resources.
- B. Selecting Applicants:** Applicants will be selected from the waiting list. Their place on the waiting list will be determined by two factors:
1. Preference factors, and
  2. Date and time of application.
  3. The Quality Housing and Work Responsibility Act requires income targeting in that at least 40 % of new admissions need to be extremely low income, at or below 30 % of median income or the federal poverty level. Per the Quality Housing and Work Responsibility Act, the St. Cloud Housing and Redevelopment Authority will add a preference for applicants at 50% up to 80% of area median income.
  4. In order to be eligible for public housing, college students living outside their parents or guardians homes must have established a separate household for at least one year prior to applying to the public housing program. This will be verified by presenting to the St. Cloud HRA evidence of the establishment of the separate household.

## **II. DEFINITIONS OF PREFERENCES AND RELATED TERMS:** There are three types of preferences used in selecting applicants for Public Housing admission:

•"**Disabled/Elderly Preferences,**"

•"**Displacement Preferences,**"

•"**HUD Deconcentration Policy Preference**".

- A. Disabled/Elderly Preferences:** The Public Housing Authority will grant preference to disabled/elderly.
- B. Preference Over Single Persons:** An applicant that is a one or two person elderly, disabled or displaced family will be given a preference over an applicant that is a near-elderly or single person who is not an elderly or displaced person, or a person with disabilities, regardless of the applicant's other preferences. An applicant that is a one or two person elderly, disabled, displaced or near-elderly family will be given a preference over an applicant that is a single person who is not an elderly, displaced, or near-elderly person, or a person with disabilities, regardless of the applicant's other preferences. ***NEAR-ELDERLY***

**FAMILY (defined):** Near-Elderly Family means a family whose head, spouse or sole member is a person who is at least 50 years of age but below the age of 62.

- C. **Deconcentration Policy Preference:** Per the policy directive that was issued by the Department of Housing and Urban Development on March 23, 2000, the St. Cloud Housing and Redevelopment Authority is required to ensure that our admissions policies affirmatively further fair housing to reduce racial and national origin concentrations. In order to achieve this directive, the St. Cloud Housing and Redevelopment Authority will establish a preference point for persons with incomes at the 80th percentile of the area median income.

### III. **GENERAL POLICIES REGARDING PREFERENCES:**

- A. **Preference Admissions:**
- B. Applicants with no Preferences are given the lowest priority for assistance and are selected from the waiting list according to the date and time of their application.
- C. **Changes in Preference Status:** Occasionally persons on the waiting list who did not qualify for any preference at the time they applied for rental assistance will experience a change in circumstances that now qualifies them a Preference. In such instances:
  - 1. It is the family's responsibility to contact the Public Housing Authority.
  - 2. Families certifying that they qualify for a Preference will be repositioned on the waiting list in accordance with their new Preferences as of the date they became entitled to their new preference.
  - 3. They will then be informed in writing of their change in status and their place on the waiting list.

### IV. **APPLICANTS FOR BOTH PUBLIC HOUSING AND SECTION 8 ASSISTANCE:**

Applicants who applied for both Public Housing and Section 8 Assistance, and who are admitted into a Public Housing unit after April 26, 1993, may remain on the waiting list for Section 8 Assistance.

- A. **Preference Status:** They will retain the same Preference they had prior to being housed in a Public Housing Authority-owned unit.
- B. **Place on Waiting List:** The date and time of their application will continue to be tracked as the date and time that they first applied for Section 8 Assistance.
- C. **Applicable Income Limit:** Their income must be within the Very Low Income limit to be eligible for Section 8 Assistance.

- V. **VERIFYING DISPLACEMENT PREFERENCES:** Applicants must provide proof of any Preference they are claiming. This can be done through third-party or individual certifications. As applicants do not receive additional points for more than one Preference, the Public Housing Authority will only verify one of the following:

**Involuntary displacement** must be established by certifications from the following sources: (See Part 2., Section 10 for further definitions relating to involuntary displacement).

1. **Disaster, whether Natural or Manmade:** Certification from a unit or agency of government that an applicant has been or will be displaced.
2. **Government Action:** Certification from a unit or agency of government that an applicant has been or will be displaced.
3. **Owner Action:** Certification from an owner or owner's agency, that an applicant had to, or will have to, vacate a unit by a certain date through no fault of their own.
4. **Domestic Violence:** Certification from the local police department, social services agency, or court of competent jurisdiction, or a clergyman, physician or public or private facility that provides shelter or counseling to the victims of domestic violence.
5. **Reprisal:** Certification from a unit of local, state or federal law enforcement against family members as a reprisal for providing information on criminal activities to a law enforcement agency.
6. **“Hate Crimes”:** Certification from a unit of law enforcement or court of competent jurisdiction, that an applicant has been, or will be, displaced as a result of threatened or actual physical violence or intimidation.
7. **Inaccessibility:** Certification from a social service agency or physician, that an applicant has been, or will be, displaced as result of the inaccessibility of their housing unit to accommodate a mobility or other impairment.
8. **HUD Disposition of Multifamily Project:** Certification from HUD that the building in which the applicant lives must be vacated before it can be sold or demolished.

VI. **DEFINITION OF INVOLUNTARY DISPLACEMENT:**



- A.** An applicant qualifies for a preference on the basis of involuntary displacement if either of the following applies:
1. The applicant has been involuntarily displaced and is not living in standard, permanent replacement housing.
  2. The applicant will be involuntarily displaced within no more than six months from the date of preference status certification by the family or verification by the Public Housing Authority.
- B.** "Standard, permanent replacement housing" is housing:
1. That is decent, safe, and sanitary;
  2. That is adequate for the family size; and
  3. That the family is occupying pursuant to a lease or occupancy agreement.
  4. "Standard, permanent replacement housing" does not include:
    - a. Transient facilities, such as motels, hotels or temporary shelters for victims of domestic violence, transitional housing; or homeless families; or
    - b. In the case of domestic violence, the housing unit in which the applicant and the applicant's spouse or other member of the household who engages in such violence live.
- C.** An applicant is or will be involuntarily displaced if the applicant has vacated or will have to vacate the unit where the applicant lives because of one or more of the following:
1. **Displacement by disaster.** An applicant's unit is uninhabitable because of a disaster, such as a fire or flood.
  2. **Displacement by government action.** Activity carried on by an agency of the United States or by any State or local governmental body or agency in connection with code enforcement or a public improvement or development program.
  3. **Displacement by action of housing owner.** Action by a housing owner forces the applicant to vacate its unit. An applicant does not qualify as involuntarily displaced because action by a housing owner forces the applicant to vacate its unit unless:

- a. The applicant cannot control or prevent the owner's action;
- b. The owner action occurs although the applicant met all previously imposed conditions of occupancy; and
- c. The action taken by the owner is other than a rent increase.

- 4. To qualify as involuntarily displaced because** action by a housing owner forces the applicant to vacate its unit, reasons for an applicant's having to vacate a housing unit include, but are not limited to, conversion of an applicant's housing unit to non-rental or non-residential use; closing of an applicant's housing unit for rehabilitation or for any other reason; notice to an applicant that the applicant must vacate a unit because the owner wants the unit for the owner's personal or family use or occupancy; sale of a housing unit in which an applicant resides under an agreement that the unit must be vacant when possession is transferred; or any other legally authorized act that results or will result in the withdrawal by the owner of the unit or structure from the rental market.

Such reasons do not include the vacating of a unit by a resident as a result of actions taken by the owner because the resident refuses:

- a. To comply with HUD program policies and procedures for the occupancy of under-occupied or over-crowded units; or
- b. To accept a transfer to another housing unit in accordance with a court decree or in accordance with policies and procedures under a HUD-approved desegregation plan.

- 5. Displacement by domestic violence.** An applicant is involuntarily displaced if the applicant has vacated a housing unit because of domestic violence or lives in a housing unit with a person who engages in domestic violence

"Domestic violence" means actual or threatened physical violence directed against one or more members of the applicant family by a spouse or other member of the applicant's household.

For an applicant to qualify as involuntarily displaced because of domestic violence:

- a. The Public Housing Authority must determine that the domestic violence occurred recently or is of a continuing nature; and

- b. The applicant must certify that the person who engaged in such violence will not reside with the applicant family unless the Public Housing Authority has given advance written approval. If the family is admitted, the Public Housing Authority may deny or terminate assistance to the family for breach of this certification.

**6. Displacement to avoid reprisals.** An applicant family is involuntarily displaced if:

- a. Family members provided information on criminal activities to a law enforcement agency, and
- b. Based on a threat assessment, the law enforcement agency recommends rehousing the family to avoid or minimize a risk of violence against family members as a reprisal for providing such information.
- c. The Public Housing Authority may establish appropriate safeguards to conceal the identity of families requiring protection against such reprisals.

**7. Displacement by hate crimes.** An applicant is involuntarily displaced if:

- a. One or more members of the applicant's family have been the victim of one or more hate crimes; and
- b. The applicant has vacated a housing unit because of such crime, or the fear associated with such crime has destroyed the applicant's peaceful enjoyment of the unit.

“Hate crime” means actual or threatened physical violence or intimidation that is directed against a person or his or her property and that is based on the person's race, color, religion, sex, national origin, handicap, or familial status.

The Public Housing Authority must determine that the hate crime involved occurred recently or is of a continuing nature.

**8. Displacement by inaccessibility of unit.** An applicant is involuntarily displaced if:

- a. A member of the family has a mobility or other impairment that makes the person unable to use critical elements of the unit; and

- b. The owner is not legally obligated to make changes to the unit that would make critical elements accessible to the disabled person as a reasonable accommodation.

- 9. **Displacement because of HUD disposition of multifamily project.** Involuntary displacement includes displacement because of disposition of a multifamily rental housing project by HLTD under Section 203 of the Housing and Community Development Amendments of 1978.

## VII. REASONABLE AND NECESSARY ACCOMMODATION

1. Reasonable Accommodation. The Fair Housing Act requires us to make reasonable accommodations to handicapped or disabled persons. We must make reasonable and necessary accommodations in our rules, policies, practices or services that will make it possible for a handicapped or disabled person to have an equal opportunity to obtain and use an apartment. Our duty to make reasonable accommodations includes apartment and the common use areas.

2. Our Commitment. The HRA will make every effort to provide the benefits of the Fair Housing Act and other laws requiring reasonable accommodation to our residents and to persons seeking admission to housing.

3. Our Policies. The requirement to make reasonable accommodations involves a review of specific facts. If a resident expresses a need for a reasonable accommodation, we will make every effort to assure that we comply with the policies of the Fair Housing Act. The following policies govern reasonable accommodation:

- a. Premises Accommodation: Making it possible to use the Apartment and Common Areas. The HRA must make reasonable modifications of existing premises if these modifications may be necessary to provide a disabled resident full enjoyment of the premises. In some cases, a Resident may be required to pay the cost of modifications. In addition, we may require Resident, upon leaving, to restore the interior of the apartment to its previous condition, reasonable wear and tear accepted.

- b. Rules and Policies Accommodation. The HRA will make reasonable accommodations in rules, policies, practices or services when these accommodations may be necessary to provide a resident equal opportunity to use and enjoy the dwelling. Residents or applicants that believe that they should be entitled to a reasonable and necessary accommodation to the rules, policies, practices or services, should make a formal written request stating the nature of the accommodation they are requesting and the reasons. "Reasonable accommodation" does not entitle a resident to violate a rule, policy or practice. All policies, practices and rules are

binding on all residents unless they request an accommodation and that accommodation is granted.

c. Residents must respect the Rights of Others. Reasonable accommodation does not require us to rent an apartment to a person who will not respect the rights of others.

### **PART THREE: RENT CALCULATIONS**

**I. OVERVIEW:** The amount of rent paid by Public Housing residents is based on adjusted household income.

**II. TOTAL RESIDENT PAYMENT:** In calculating the rent of Public Housing residents, the Public Housing Authority must use a formula, called a Total Resident Payment, commonly abbreviated as “TTP.” Adjusted monthly income is one of the factors in the formula.

**A. Formula for Calculating TTP:** TTP is the highest payment resulting from the following four options:

#### **TOTAL Resident PAYMENT**

1. 10% of total Gross Monthly Household Income.  
OR
2. 30% of total Monthly Adjusted Household Income.  
OR
3. If a household receives assistance under the Minnesota Supplemental Assistance program (MSA), **that portion designated for shelter and utility costs.**  
OR
4. \$50.00 minimum rent. It is possible for families to still qualify for a utility reimbursement despite the \$25.00 minimum rent requirement. For example, if a family’s TTP is the minimum \$25.00 and the Public Housing Authority’s utility allowance is \$60.00 for that unit, the family would receive a utility reimbursement of \$35.00 for resident purchased utilities.
5. Ceiling rent is not to exceed 90% of the fair market rent (See Appendix E). This ceiling rent is not to exceed a period of two years.

***UTILITY REIMBURSEMENT (defined):*** The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Resident Payment for the family occupying the unit. The Utility Reimbursement will be paid to the Utility Provider.

**B. Gross Monthly Household Income** is calculated by:

1. Determining the annual income using the HUD EIV system (as defined in Part I of this document), and
2. Dividing it by twelve.

**C. Monthly Adjusted Household Income** is calculated by:

1. Determining the annual income (as defined in Part I of this document),
2. Adjusting it by subtracting the deductions shown below; and
3. Dividing it by twelve.

**ANNUAL DEDUCTIONS  
AVAILABLE TO ALL HOUSEHOLDS**

- \$480 for each dependent who is a member of the household.
- Reasonable **child care expenses** for household members under the age 13 that enable a household member to have paid employment or go to school or are seeking employment.

***CHILD CARE EXPENSES (defined):*** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such are necessary to enable a family member to be gainfully employed or to further his or her education. The amount deducted shall reflect reasonable charges for child care, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The amount deducted shall only be to the extent such amounts are not reimbursed.

- Handicapped assistance expenses in excess of 3% of annual gross income for the care of a handicapped or disabled family member that enable that person or another household member to have paid employment.

***HANDICAPPED ASSISTANCE EXPENSES (defined):*** Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled Family member, and that are necessary to enable a Family member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.

## ANNUAL DEDUCTIONS AVAILABLE TO ELDERLY AND DISABLED HOUSEHOLDS ONLY

- \$400 per elderly household when the head or spouse is at least age 62, or is handicapped or disabled. Only one deduction per household may be taken even if both members are over age 62 or handicapped or disabled.
- Anticipated medical expenses in excess of 3% of annual income. All household members' medical expenses are included in this calculation.
- Elderly and disabled households may combine their handicapped assistance expenses and medical expenses to reach the 3% of annual income threshold. Once that threshold has been met, all eligible handicapped and medical expenses in excess of 3% of annual income are deductible.

### **D. Deductions and Related Definitions:**

1. An "elderly household" is a family whose head or spouse, or only member, is at least age 62, or who is a person with a disability, or a handicapped person.

***HANDICAPPED PERSON (defined):*** For purposes of eligibility determinations, a person will be considered handicapped if such person is determined to have a physical or mental impairment which:

- a. Is expected to be of long-continued and indefinite duration;
- b. Substantially impedes his or her ability to live independently; and
- c. Is of such nature that his or her ability to live independently could be improved by more suitable housing conditions.

2. A 'dependent' is:

- a. A person who is under 18 years of age, or
- b. A person with a disability, or handicapped person, or
- c. A full-time student who is over age 18 and is a member of the household. They are considered a member of the household if they live in the household during the school term. They must carry a full-time subject load at an educational institution with a degree or certification program. The institution defines what is a full-time subject load.

- (1) **The definition “dependent” does not include:**
  - (a) The family head or spouse or co-head;
  - (b) Foster children; or
  - (c) Foster adults.
  
3. A **“Person With a Disability”** is someone with disabilities as defined in the Section 223 of the Social Security Act or who has developmental disabilities as defined in Section 102 (7) of the Developmental Disabilities Assistance and Bill of Rights Act. The following is a summary of these requirements:
  - a. Section 223 defines a disability as an inability to be employed due to:
    - (1) Any physical or mental impairment that is expected to last continuously for the next 12 months or is expected to be fatal.
    - (2) If a person over age 55 is blind, their blindness must prevent them from substantial employment comparable to what they did previously when they had eyesight.
  - b. Section 102(7) defines developmental disability as a:
    - (1) Severe chronic condition that is due to a mental or physical impairment, or combination of both, which
      - Was evident before the person was age 22,
      - Is likely to continue indefinitely, and
      - It results in substantial functional limitations.
  
4. A **“handicapped person”** is someone who has a physical or mental impairment that:
  - a. Is expected to be of a long-continued and indefinite duration,
  - b. Substantially limits their ability to live independently, and



- c. Their impairment is of such a nature that living in more suitable conditions could improve the person's quality of life.
- 5. **Child care expenses** are costs paid by the family for the care of minors who are under age 13') where such care is needed to enable a family member to be employed or for an adult to further their education or seek employment.
  - a. The amount deducted must reflect reasonable charges for child care, and
  - b. In the case of child care necessary to permit employment, the amount deducted cannot exceed the amount of income received from such employment, and
  - c. Only the costs that are not reimbursed are deductible.
- 6. **Handicapped assistance expenses** are anticipated reasonable costs for care attendants and necessary equipment for a household's handicapped or disabled members.
  - a. The cost of the attendant and equipment are deductible only if they enable an adult member of the household (including the handicapped or disabled member) to have paid employment
  - b. The amount deducted cannot exceed the employment income received by family members, who are at least age 18, as a result of the assistance to the handicapped or disabled person.
  - c. The expenses are only deductible if they are paid to an eligible care attendant and are not reimbursed by an outside source.
- 7. **Medical expenses** are anticipated medical costs, including medical insurance premiums, that are not covered by insurance. Medical expenses previously incurred and paid are not eligible deductions. Only elderly households are eligible for this deduction. Examples of eligible medical expenses are:
  - a. Prescription and non-prescription medicines,
  - b. Transportation to medical treatment,
  - c. Physicians and other health care professional services,
  - d. Dental expenses, eyeglasses, hearing aids and batteries,

- e. Monthly payments on accumulated medical bills, and
  - f. Medical care of a permanently institutionalized family member if that person's income is included in the family's gross annual income calculation.
8. **ADJUSTED HOUSEHOLD INCOME (defined):** Is annual income minus allowances for dependents and certain expenses to care for children and handicapped household members. Elderly and disabled households have an additional allowance and may also deduct certain medical expenses.
  9. **MEDICAL EXPENSES (defined):** Those medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.
  10. **MONTHLY INCOME (defined):** Monthly income is one-twelfth of annual income.

### III. RENT TO BE PAID TO THE Public Housing Authority:

- A. **High-Rises:** For all high-rise developments the Total Resident Payment and the rent paid to the Public Housing Authority is the same.
  1. **Rent Includes Standard Utilities:** All standard utility consumption (not including telephone or cable TV) is included as a part of rent paid to the Public Housing Authority.
  2. **Charges For Other Utilities:** To cover Public Housing Authority costs of appliances that are not considered standard, the following monthly charges will be made:
    - a. **Freezers:** \$72.00 per year in payments of \$6.00 per month for freezers that are separate appliances (not a part of the refrigerator).
    - b. **Air conditioners:** \$8.00 per month for wall or window air conditioners.
- B. **Other Public Housing Authority Units:** scattered sites rent to be paid to the Public Housing Authority will be calculated by subtracting an allowance for resident purchased utilities from the Total Resident Payment:

### **Resident RENT TO Public Housing Authority**

1. Total Resident Payment  
MINUS
2. Allowance for Resident Purchased Utilities  
EQUALS
3. Rent to be paid to the Public Housing Authority

attached Appendix B.

2. Residents of family units are not charged for appliances such as freezers and air conditioners. Consumption of such appliances is not factored into the allowances in Appendix B. Residents pay for consumption of such appliances in their electric bills.

**D. Resident Utility Payments:** The resident shall be responsible for paying utility charges directly to the appropriate utility.

1. **Utility Reimbursements:** When the Total Resident Payment is less than the allowance for resident purchased utilities, the Public Housing Authority will pay the difference to the utility company each month.
2. **Utilities Provided:** Cold water, sewer service, and refuse removal are provided as a part of rent to all family except scattered-site residents who must purchase trash bags as the city requires.

### **PART FOUR: DWELLING UNIT ASSIGNMENT**

**I. OVERVIEW:** When a Public Housing applicant's name reaches the top of the waiting list and their preference point entitlement has been verified, they will be offered the next available unit appropriate for their household size. There are different policies for offering family units and high-rise units.

**II. FAMILY UNITS:**

**A. One Offer System:** The applicant must accept the unit offered, or

1. The application date will be changed to the date of refusal of the offer, the applicant will need to complete a updated application with current information, and
2. The applicant will be returned to the waiting list at the place appropriate to the preference points awarded and revised application date.

**B. Hardship Refusal:** If the applicant can present clear written evidence that there are compelling reasons why the acceptance of the unit offered will result in undue hardship, refusal of the offer will not count as a refusal and the applicant's position on the waiting list will not be changed. The applicant will then be offered the next available unit appropriate for their household size

1. The refusal cannot be related to an unwillingness to live in housing with persons of protected classes or undocumented negative perceptions of neighborhood characteristics.
2. Examples of situations that might be accepted by the Public Housing Authority as "clear evidence of hardship" include:
  - a. Inaccessibility to the source of employment;
  - b. Inaccessibility to special school programs; or
  - c. Inaccessibility to children's day care.
  - d. Inaccessibility to needed County services.

**C. Inability to Move:** If the applicant is willing to accept the unit offered, but is unable to move at the time of the offer and presents, to the satisfaction of the Public Housing Authority, clear evidence of an inability to move, the inability to move will not count as a refusal and the applicant's position on the waiting list will not change. When the applicant notifies the Public Housing Authority that they are able to move, they will be offered a unit in accordance with this Section II.

**D. Time to See Unit:** At the time that a unit is offered, the applicant will be provided with the opportunity to see the unit, if so desired, within two working days of the offer.

1. **Time Extension:** If the applicant is unable to see the unit within the prescribed time period, the Housing Manager or Rental Administrator may grant additional time based upon reasonable cause.
2. **Acceptance/Rejection:** The applicant must notify the Public Housing Authority of the acceptance or rejection of the unit offered no later than the close of Public Housing Authority business of the next working day after the applicant has had the opportunity to see the unit. Failure to do so will be considered a refusal.

3. **Record of Offers:** The Public Housing Authority will maintain a written record of the units offered to each applicant, including the location, date and circumstances of each offer and each rejection or acceptance.

**E. Factors Affecting the Unit Offer:**

1. **Offers to Low Income Applicants:** Family unit applicants who reach the top of the waiting list, whose annual household incomes exceed the Very Low Income limits (but not the Low Income limits) will not be offered dwelling units in the following scattered site developments.

<u>VERY LOW INCOME</u>	<u>LOW INCOME</u>
Scattered site 38-5	38-1 Empire
38-6	38-3 Wilson
38-7	
Townhouses 38-4	Northway "A"
38-10	Northway "B"

2. **Unit Size and Modifications:**

- a. **Unit Offered:** From the list of dwelling units that are vacant and ready for re-rental, the Public Housing Authority will offer the applicant household the dwelling unit that:

1. Is of appropriate size for the household in accordance with the Public Housing Authority's Occupancy Standards found in Section IV. of this Part.

***OCCUPANCY POLICY (OCCUPANCY STANDARDS)***  
*(defined):* Standards that the Public Housing Authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes and composition.

2. Has been vacant longest, and
3. Has modifications that make it accessible for persons with a handicap, if needed.

- b. **Handicapped Accessible Units:** Handicapped accessible dwelling units are located in some congregate developments and among the scattered site units.

**III. OCCUPANCY STANDARDS:**

The following occupancy standards are established to prevent overcrowding and to prevent underutilization of the Authority's housing.

Dwelling units will be assigned as follows:

- A. No more than two (2) persons would be required to occupy a bedroom;
- B. Persons of different generation, persons of opposite sex (other than spouse/co-head) and unrelated adults would not be required to share a bedroom. In any case, minors of the opposite sex six years or older will not be required to share the same bedroom.
- C. Children (including foster children) of the same sex share a bedroom;
- D. Children, with the possible exception of infants, would not be required to share a bedroom with persons of different generations, including their parents;
- E. A live-in care attendant who is not a member of the family should not be required to share a bedroom.

Units will be assigned so that the living room is not used for sleeping purposes. In order to prevent under-utilization of space and permit efficient and economical use of housing resources, the following standards will determine the number of bedrooms required to accommodate a family of a given size:

<u>Number of Bedrooms</u>	<u>Number of Persons</u>	
	<u>Minimum</u>	<u>Maximum</u>
0	1	1
1	1	2
2	2	4
3	3	6
4	5	8
5	7	11

If because of a verified physical or mental handicap of a household member or a person associated with that household, a family may need a unit that is larger than the unit size suggested above.

Such standards may be waived by Director of Housing when a vacancy problem exists and it is necessary to achieve or maintain occupancy by TEMPORARILY assigning a family to a larger size unit than is required. Such family will be transferred to the proper size unit as soon as one becomes available. In no event should action be taken to assign smaller units to families than the established maximums.

The Authority will not provide space for a child who is away at school but lives with the family during school recesses.

With regard to specially designed units, the Authority will house an applicant needing that size unit but not requiring the special features in order to avoid vacancies if there is no eligible applicant that requires the specially designed unit of a particular size.

## **PART FIVE: LEASES**

- I. LEASE EXECUTION:** Every person who lives in Public Housing must be included on a legally executed Dwelling Lease.
  - A. Required Briefing:** Prior to moving into a Public Housing unit, residents must participate in an orientation session regarding the terms and conditions of the Dwelling Lease.
  - B. Required Signatures:** The head of the household (and spouse, if applicable) and all other adult members of the applicant's household will be required to sign the Dwelling Lease prior to admission.
  - C. Household Changes:** If, through any cause, the head of household or spouse who signed the lease ceases to be a member of the resident household:
    - 1. The lease will be canceled;
    - 2. A new lease agreement must be executed and signed by:
      - a. The adult head of the remaining household,
      - b. The spouse, if applicable, and
      - c. All other adult members of the household; and
    - 3. A new lease will be executed by the Public Housing Authority only if the household is eligible for continued occupancy.
  - D. Transfers:** If a household transfers to a different dwelling for any reason, the existing lease will be voided and a new lease will be executed.
  - E. Lease Amendments:**
    - 1. During the term of the lease agreement a change in the resident's status may result in the need to waive or amend one or more provisions of the lease. In such cases, one of the following methods of lease change will be used:

- a. The existing lease will be canceled and a new lease agreement executed;
  - b. An appropriate amendment will be prepared and made a part of the existing lease; or
  - c. Appropriate insertions will be made within the lease.
2. All copies of such amendments and insertions made within the lease will be dated and signed or initialed, as appropriate, by all parties. Rent change notices, although dated, do not require the signatures of all parties in order for the rent charged to become effective and binding

**G. Handicap/Accessible Unit Lease Amendment:** If a family does not have a member who has a disability or a handicap that requires the accessibility features of the unit, and is leasing a unit that is handicapped accessible, that family will be required to sign a lease amendment stating that the family will be required to transfer to a nonaccessible unit if a family with a handicapped or disabled member is in need of the accessible unit.

**II. SECURITY DEPOSITS:** An initial security deposit, in accordance with the schedule shown below of this Part of the Admission and Occupancy Policies, will be required at the time of admission of each new resident household.

**A. Amount:** The amount of the deposit is related to one month's Total Resident Payment as shown below. The minimum security deposit is \$300.00.

**B. Return of Deposit:** The security deposit will be held until the resident moves out and will be returned, with interest, in accordance with State law, if the following conditions are met:

1. There is no unpaid rent or other charge for which the resident is liable;
2. The apartment and all equipment are left reasonably clean and all trash and debris have been removed by the resident;
3. There is no breakage or damage for which the resident can be held liable; and
4. The keys issued to the resident are returned to the Management Office when the resident vacates the unit.



**SECURITY DEPOSITS**

The Security Deposit for Residents:

Wilson Apartments.....	\$300.00
Empire Apartments.....	\$300.00
Flintwood Townhouses.....	\$400.00
Scattered Site Single Houses.....	\$400.00
Quarry Ridge Townhomes.....	\$400.00
Cedar Ridge Townhomes.....	\$400.00

Owners of pets are required to register the pet with the HRA as outlined in the Pet Policy (see Appendix C) and pay an ADDITIONAL security deposit \$100.00.

**III. FEES AND CHARGES:** The following fees and charges will be made as provided in the Dwelling Lease.

- A. Late Payment:** The Public Housing Authority will assess a Late Rent Payment Service Fee in the amount of 8 percent, not to exceed \$10.00 in each incident of late payment of rent. Rent will be considered late if it has not been received by the Public Housing Authority on or before the tenth day of each month in which the rent is due
- B. Non-Sufficient Funds:** A \$25.00 charge will be assessed in each incident where rent payments made by check are received by the Public Housing Authority in a timely manner, but the payer’s bank refuses to make payment on the check for any reason. This charge is in addition to the late payment charge.
- C. Sales and Service Charges:** Charges will be assessed residents for damages or other sales and service charges in accordance with the schedule posted in the Management Office.
- D. Laundry Fees:** There will be a set fee for use of washers and dryers.

**PART SIX:  
CONTINUED OCCUPANCY**

**I. OVERVIEW:**

- A. Annual Reexaminations:** At least once a year, the Public Housing Authority must reexamine a family’s eligibility for continued occupancy, their compliance with provisions of the Dwelling Lease, the amount of the resident rent, the amount of the utility allowance, and the appropriateness of the size of their unit.

**B. Interim Reexaminations:** If there are changes in a family's circumstances between the dates for an annual reexamination, the amount of resident rent may change.

**C. Non-Economic Requirements:**

1. In determining eligibility for continued occupancy, the Public Housing Authority shall evaluate each resident in accordance with the non-economic qualification requirements for admission stated in Part 1, Section VI., of these Admission and Occupancy Policies, applying those requirements to the resident's history in public housing.
2. If the Public Housing Authority determines that a resident's or any household member's habits and practices may be expected to have a detrimental effect on other residents, or on the development environment, it shall notify the resident of the family's ineligibility for continued occupancy. The Public Housing Authority will apply the same standards for continued occupancy that it applies with respect to initial application. Where the Public Housing Authority granted initial admission based upon mitigating circumstances involving applicant's representations that previous behavioral problems would not be repeated, the Public Housing Authority will consider the extent to which those representations have been fulfilled.

**D. Absent Family Members:** Individuals may be absent from the family, either temporarily or permanently, for a variety of reasons including educational activities, placement in foster care, employment, illness, incarceration, and court order.

**Definitions of Temporarily and Permanently Absent**

An individual who is or is expected to be absent from the assisted unit for 60 consecutive days or less is considered temporarily absent and continues to be considered a family member. An individual who is or is expected to be absent from the assisted unit for more than 60 consecutive days is considered permanently absent and no longer a family member.

**Absent Students:** When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the St. Cloud HRA indicating that the student has established a separate household or the family declares that the student has established a separate household.

**Absences Due to Placement in Foster Care:** Children temporarily absent from the home as a result of placement in foster care are considered members of the family. If a child has been placed in foster care, the St. Cloud HRA will verify with

the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

**Absent Head, Spouse, or Co-head:** An employed head, spouse, or cohead absent from the unit more than 60 consecutive days due to employment will continue to be considered a family member.

**Absent for Medical Reasons:** If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted. The St. Cloud HRA will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

**Return of Permanently Absent Family Members:** The family must request the St. Cloud HRA's approval for the return of any adult family member that the St. Cloud HRA has determined to be permanently absent. The individual is subject to the eligibility and screening requirements discussed elsewhere in the Admissions and Continued Occupancy Policy.

E. **Family Break Up:** In circumstances of a family break-up, only one of the new families may remain under lease in the housing unit. In the absence of a judicial decision or an agreement among the family members, the housing authority will consider the following factors in determining which family remains in the unit; (1) the interest of any minor children, including custody arrangements; (2) the interest of any ill, elderly or disabled family members; and (3) any possible risks to family members as a result of domestic violence or criminal/illegal activity.

F. **Community Service:** All adults on the lease must perform eight hours of volunteer activity unless they are exempt from the requirement. Any resident that is exempt from the requirement per HUD's regulation will be notified by the property manager. An individual may not skip a month and then double up the following month unless special circumstances warrant it.

## **II. ANNUAL REEXAMINATIONS:**

### **A. Timing of Reexaminations:**

1. **Initial Reexamination:** The initial reexamination will occur annually at the time of the resident's anniversary date.
2. **Special Scheduling:** At the time of admission or any scheduled reexamination, the Public Housing Authority may fix the date of the next

reexamination as any date within the reexamination period as the family's circumstances may dictate.

3. **Transfer Reexaminations:** All transfers initiated by the household will require a full examination for continued occupancy.

**B. Requirements for Annual Reexaminations:** The Public Housing Authority examines all eligibility factors in making determinations, including income, assets, family composition, and the family's compliance with lease requirements.

1. **Application for Continued Occupancy:** Once a year, the family must complete a written Recertification Form, signed by the head of the family or the spouse.
2. **Accurate Statements:** Residents must provide accurate statements that will enable the Public Housing Authority to make an eligibility determination.
3. **Verification Assistance:** Residents must assist with the verification of necessary information and are required to furnish proof of their statements when requested by the Public Housing Authority.
  - a. **Required Releases:** All members of the household 18 years and older must sign a HUD-approved release which authorizes any depository or private source of income, or any federal, state or local agency, to furnish or release necessary information.
  - b. **Direct Documentation:** The family may also be required to submit documentation directly to the Public Housing Authority.
4. **Necessary Documentation:** Information or documentation shall be determined to be necessary if it is required for purposes of determining or auditing the following:
  - a. A family's eligibility to continue in occupancy;
  - b. For determining the family's Adjusted Income or Total Resident Payment; or
  - c. A family's eligibility for unit size.
  - d. For verifying related information.
5. **Use of Confidential Information/Data Practices:** Information that is obtained directly from residents, or from those persons authorized by

residents, will be used or disclosed only for purposes relating directly to the administration of the Public Housing Program. AU information that is “private data on individuals” under the Minnesota Government Data Practices Act (Minn. Stat. Sec. 13.01 and following) will be handled in compliance with that law.

**C. Required Verifications:**

1. **Social Security Numbers:** Unless already provided, Residents must provide their Social Security number and valid Social Security Card (or other acceptable documentation) for themselves and all other household members.
2. **Family Composition:** A certification from the head of household or spouse must be provided that lists all the members who are currently living in the unit. This will generally be sufficient for verification of family composition; however, the Public Housing Authority reserves the right to request additional verification.
3. **Earned Income:**
  - a. All earned income must be verified.
  - b. Income will be verified by viewing W-2 forms, check stubs or other means to assure accuracy when third party verification is not possible.
4. **Assets:** Assets must be verified through third parties. When this is not possible, assets will be verified by viewing savings account passbooks and other photostat or carbon copies of documents in the participants’ possession which substantiate statements made. If assets are less than \$5,000., household will be allowed to self-certify the amount of assets and the amount of income expected to be received from those assets.
5. **Unearned Income:** Unearned income must be verified by viewing checks, certifications of award, or other means to assure accuracy when third party verification is not available.
6. **No Income:** The absence of income will be verified through third party sources where possible. Participants reporting no income will be required to sign a statement certifying that they are receiving no income.
7. **Verification of Disability:** For those claiming a disability status, but who are not receiving Social Security Disability (SSD) benefits or Supplemental Social Security Income (SSI) benefits, a doctor’s or other

qualified person's certification as to the degree, and possible length of such disability will be required.

### III. **INTERIM REEXAMINATIONS:**

- A. Special Reexaminations:** The Public Housing Authority may conduct reexaminations more frequently than once a year due to special family circumstances or changes in program regulations which may affect the Total Resident Payment. The family's eligibility for continued occupancy will only be redetermined during an annual or specially scheduled reexamination.
- B. Unusual Income Situations:** The Public Housing Authority will initiate more frequent reexaminations under the following circumstances:
1. Families with zero income must have their incomes reexamined at intervals no less than 30 days and no more than 90 days.
  2. Families with income that cannot be projected with reasonable accuracy due to its temporary or sporadic nature will have more frequent reexaminations:
    - a. They will have their incomes reexamined at intervals of no less than 30 days and no more than 90 days.
    - b. The Public Housing Authority will set a schedule for reexaminations that is appropriate to the family's circumstances.
  3. Families with a pattern of seasonal income have two options:
    - a. At the time of their annual reexamination, they may choose to have their rent based on a year-round average, using records of recent years' income patterns; or
    - b. They may choose to have their rent based upon their lower monthly income during the off-season and have their rent adjusted during the period of seasonal employment.
- C. Other Interim Reexaminations:** Between annual reexaminations, if there are changes in a family's income, household composition, or eligible deductions, an interim reexamination may be conducted.
1. **Family Requests for Reexaminations:** Families have the choice of requesting an interim reexamination under the following circumstances:

- a. They receive a decrease in income which would result in a rent decrease; or
- b. They have an increase in these eligible allowances or deductions which would result in a rent decrease:
  - (i) An increase in expenses for the care of a child or handicapped member,
  - (ii) An increase in permissible deductions and/or expenses due to a change in HUD regulations, or
  - (iii) An increase in the number of dependents, or
  - (iv) For elderly families only, an increase in medical expenses.

2. **Circumstances Requiring an Interim Reexamination:** An interim reexamination must be performed when any one of the following circumstances occurs. In these circumstances, all changes in household status and income will be considered in determining Total Resident Payment:

- a. **Household Changes.** New persons may not be added to the household without the Public Housing Authority's prior approval (other than the birth of a child). Residents must report all changes in household composition within 10 days of the occurrence involving:
  - (i) Any addition of an adult member; if one or more persons not living in public housing want to be added to a lease and become members of a household currently living in public housing, they must apply and meet the same eligibility requirements as other applicants. If the applicants are determined to be eligible and they can move into the household without exceeding the HRA's occupancy standards, they maybe admitted without regard to their position on the public housing waiting list.  
or
  - (ii) The loss of an adult member,
  - (iii) The addition of a minor to the household (see also Part 7, Section III.F.5.).

- b. **Increased Income:** Families must report an increase in monthly gross household income of \$100 or more. The \$100 increase in monthly income is cumulative.
  - (i) One monthly increase of \$100 or more must be reported within 10 days after it is received for the first time.
  - (ii) If two or more increases occur during the period between annual reexaminations, and the increases together total \$100 a month of income that is likely to continue, the changes must be reported within 10 days of the increase that brought the total to the \$100 threshold.
- c. **Public Housing Authority Error:** When a resident reports an error made by the Public Housing Authority at admission or reexamination no retroactive rent increase will be made against the family.
- d. **Household Splits:** If one or more members of a household currently living in public housing wish to move into a separate unit, they must apply, be placed on the public housing waiting list according to their date of application, and meet the same eligibility requirements as other applicants.

3. **Reexaminations Due to Family Transfers:** Reexaminations may occur at the time that a resident transfers, depending on whether the family is transferring within or outside the current development. See Part 7 of these Admission and Occupancy Policies for more information regarding transfer policies.

4. **Receipt of Letter or Notice from HUD Concerning Income**  
If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) calendar days of receipt by the resident.

The St. Cloud Housing and Redevelopment Authority shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible. After reconciliation is complete, the St. Cloud Housing and Redevelopment Authority shall, if appropriate, adjust the resident's rent beginning at the start of the next month. If the resident had not previously reported the proper income, the St. Cloud Housing and Redevelopment Authority shall do one of the following:



1. Immediately collect the back rent due to the agency;
2. Establish a repayment plan for the resident to pay the sum due to the agency;
3. Terminate the lease and evict for failure to report income;
4. Terminate the lease, evict for failure to report income and collect the back rent due the agency.

**IV. EFFECTIVE DATE OF RENT CHANGES:** Once the Resident Rent is established at the time of reexamination, the rate will remain in effect until the next reexamination, or until an Interim Rent Adjustment is made.

**A. Annual Reexaminations:** Increases in rent resulting from an annual reexamination will be effective according to a predetermined Public Housing Authority schedule. Notice of rent increases will be given not less than thirty days prior to the effective date of the change. Rent decreases do not require advance notice.

**B. Special and Interim Reexaminations:**

1. Increases in rent resulting from interim redeterminations will be effective the first day of the second month following that month in which the change in status actually occurred.
2. Decreases in rent resulting from interim redeterminations will be effective the first day of the first month following that in which the resident reported the change in status.
3. If the new rent is a reduction and there is a previous increase in rent that has not been applied, (i.e. the rent based on the increase in income that has not been paid at least one time) the change will be effective the first of the second month after the rent amount is determined.

**C. Transfers:** Increases or decreases in rent resulting from transfers within the same development or project number will be effective as of the date of the new lease. Transfers between different developments or project numbers require a full reexamination of eligibility for continued occupancy.

**V. NOTICE TO INELIGIBLE FAMILIES:**

**A. Public Housing Authority Notice:** The Public Housing Authority will give the resident prompt written notice of a decision that the family has been determined to be ineligible for continued occupancy. The written notice will contain a brief statement of the reasons for the decision.

**B. Grievance Hearing:** The notice will state that if the resident does not agree with the decision, the resident may request a Grievance Hearing in accordance with the Public Housing Authority's Grievance Procedure.

**C. Delivery of Notice of Ineligibility:**

1. Notice shall be sufficient by delivery of a copy to the family in writing or by mailing it to the family at the last address contained in the Public Housing Authority file, by first class mail, properly addressed, with postage prepaid.
2. "Delivery of a copy" means handing it to the family or leaving it at the premises with a person of suitable age and discretion who lives there.

**VI. Acceptable Methods of Verification**

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or, for citizenship, documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by the following five verification methods acceptable to HUD, in the order of preference indicated:

1. Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants)
2. Upfront Income Verification (UIV) using non-HUD system
3. Written Third Party Verification
4. Written Third Party Verification Form
5. Oral Third Party Verification
6. Participant Declaration

**Upfront Income Verification (Level 1/2):** The verification of income before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a number of individuals.

**Written Third Party Verification (Level 3):** An original or authentic document generated by a third party source dated either within the 60-day period preceding the reexamination or HRA request date. Such documentation may be in the possession of the participant (or applicant), and is commonly referred to as a tenant-provided document. The HRA may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

**Written Third Party Verification Form (Level 4):** Also, known as traditional third party verification. A standardized form to collect information from a third party source. The form is completed by the third party by hand (in writing or typeset). HRA sends the form directly to the third party source by mail, fax, or email.

**Oral Third Party Verification (Level 5):** Independent verification of information by contacting the individual income/expense source(s), as identified through the UIV technique or identified by the family, via telephone or in-person visit. HRA staff should document in the participant file, the date and time of the telephone call (or visit to the third party), the name of the person contacted and telephone number, along with the confirmed information

**Participant Declaration (Level 6):** The participant submits an affidavit or notarized statement of reported income and/or expenses to the HRA. This verification method should be used as a last resort when the HRA has not been successful in obtaining information via all other verification techniques. When the HRA relies on participant declaration, the HRA must document in the participant file why third party verification was not available.

**Types of verification**

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the St. Cloud Housing and Redevelopment Authority will send a request form to the source along with a release form signed by the applicant/tenant via first class mail.

<b>Verification Requirements for Individual Items</b>		
<b>Item to Be Verified</b>	<b>3<sup>rd</sup> party verification</b>	<b>Hand-carried verification</b>
<b>General Eligibility Items</b>		

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
Social Security Number	Not allowed.	Social Security card or an appropriate government letter showing the number
Adult Status of the Head of Household		Valid drivers license, identification card issued by a government agency, or a birth certificate.
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school and/or college students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Childcare costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
Medicare Prescription Drug Coverage		A card issued by the private prescription drug plan with the words Medicare Rx on it.
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property held as an investment	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of whole life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Social Security Administration		Letter from Social Security as verified by HUD computer systems
Periodic payments (i.e., welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> <li>- whether enrolled or completed</li> <li>- whether training is HUD-funded</li> <li>- whether Federal, State, local govt., or local program</li> <li>- whether it is employment training</li> <li>- whether it has clearly defined goals and objectives</li> <li>- whether program has supportive services</li> <li>- whether payments are for out-of-pocket expenses incurred in order to participate in a program</li> <li>- date of first job after program completion</li> </ul>	N/A  Evidence of job start

Verification information must be dated within ninety (90) calendar days of certification

or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update all information related to family circumstances and level of assistance. (Or, the Housing Authority will only verify and update those elements reported to have changed.)

Household composition will be verified annually. The frequency that household income will be verified depends on the type of rent method chosen by the family.

For each family member, citizenship/eligible non-citizen status will be verified only once unless the family member is an eligible immigrant in a transitional stage of admission. In this situation, their status must be updated until they are admitted for permanent residency. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible non-citizen status will be verified.

For each family member, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission.

## **VII. SPECIAL VERIFICATION FOR ADULT STUDENTS**

In addition to other verification procedures, student head of households must provide a written signed certification that the student does or does not receive any financial support from his or her parents or guardians and whether or not the student is receiving an athletic scholarship. If support is received, the certification must state the amount of the anticipated support. The St. Cloud Housing and Redevelopment Authority shall verify using normal third party verification procedures that amount by communicating directly with the supporting person(s). If an athletic scholarship is involved, the St. Cloud Housing and Redevelopment Authority shall determine if any of the scholarship is available for housing costs.

No assistance shall be provided under Section 8 of the 1937 Act to any individual who:

1. Is enrolled as a student at an institution of higher education, as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002);
2. Is under 24 years of age;
3. Is not a veteran or the United States military;
4. Is unmarried;
5. Does not have a dependent child and
6. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under section 8 of the 1937 Act.

## **VIII. Support For Our Armed Forces**

A major and important component of our armed forces are the part-time military personnel that serve in various Reserve and National Guard units. The St. Cloud Housing Authority is very supportive of these men and women. An unfortunate fact of service in both the Reserves and National Guard is that from time to time their personnel are activated to full-time status and asked to serve our country in a variety of ways and circumstances. Whenever the Federal Government activates Reserve and/or National Guard personnel, and a member of the family has been called to active duty, the St. Cloud Housing Authority wants to support these brave warriors in the following manners:

- A. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income.
- B. Although typically a criminal background check is required before anyone can move into a public housing unit, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for public housing, the family shall be given a reasonable time to find a replacement temporary guardian.
- C. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, the St. Cloud Housing Authority will expeditiously re-evaluate a resident's rent if requested to do so and will exercise reasonable restraint if the activated resident has trouble paying their rent.
- D. Typically a unit cannot be held by a family that is not residing in it as their primary residence. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 calendar days of the conclusion of the active duty service.

## **IX. Anti-Fraud Policy**

The St. Cloud Housing Authority is fully committed to combating fraud in its public housing program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading the St. Cloud Housing Authority. It results in the inappropriate expenditure of public housing funds and/or a violation of public housing requirements.

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. The St. Cloud Housing Authority shall



aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, the St. Cloud Housing Authority shall take action. It shall do one or more of the following things depending on circumstances and what it determines appropriate:

- A. Require the resident to immediately repay the amount in question;
- B. Require the resident to enter into a satisfactory repayment agreement as set forth in a previous section of this Policy;
- C. Terminate the resident's tenancy;
- D. Refer the case for criminal prosecution; or
- E. Take such other action as the St. Cloud HRA deems appropriate.

## **PART SEVEN: TERMINATIONS OF LEASE**

- I. **OVERVIEW:** The Public Housing Authority Dwelling Lease is a 12 month lease and may be terminated by either party with proper notice. Lease terminations may be voluntary on the part of the resident. The Public Housing Authority will refuse to renew the lease for noncompliance with the community service requirements, or the Public Housing Authority may initiate a termination action against a resident for non-payment of rent, or for other cause.

### **II. VOLUNTARY TERMINATIONS:**

- A. **Required Notice:** Before a resident vacates their unit, the resident is required by the lease to give a 30-day written notice terminating the lease to the Management Office. The 30-day notice must be given no later than on the last day of the preceding month. Residents receiving a Section 8 Certificate or Voucher, are also required to give a 30-day written notice. The resident's obligation to pay rent continues until the end of the notice period, except if the unit is re-rented sooner. (See E. below).
- B. **Vacates Due to Death, Illness, or Nursing Home Admission:** In general, a 30-day written notice from a family member will be required. (See A above). However, the Management staff will attempt to balance the needs of the family at the time of crisis against the need for time to prepare and re-rent the unit.

- C. Moving Without Notice:** If a resident moves without giving notice (known as a “skip”), or without giving proper notice, the resident owes rent for the month in which the Management Office receives information that the unit is vacant and for the following month unless re-rented by the Public Housing Authority.
- D. Negotiated Vacates:** Occasionally a vacate date is negotiated as part of a court settlement, a hearing settlement, or to avoid a termination action. In these cases, no further written notice is required.
- E. Rent Cut Off Dates:** Rent will be charged through the effective date of the lease. If the resident vacates before the end of notice period, turns in the keys to Maintenance or Management, the unit is readied, and the unit is re-rented to a new resident before the end of the notice period, the vacating resident will not be liable for rent from the date the new resident signs the lease for that unit until the end of the notice period.
- F. Effect of Giving Notice to Vacate:**
1. Except as provided in #2 below, once a resident has given written notice to the Public Housing Authority that he or she is terminating the Dwelling Lease and vacating his or her unit, the resident will not be allowed to cancel, revoke, or otherwise change the notice.
  2. If the unit has not been shown or accepted for re-rental by a new or transferring resident, the vacating resident may request Public Housing Authority Management to agree to an extension of the vacate date or, may request Public Housing Authority Management to allow the notice to be canceled by the resident. The Public Housing Authority is not required to grant this request.
  3. If a resident fails to vacate the unit on the vacate date stated in the notice to Public Housing Authority Management or as otherwise agreed in writing between the resident and the Public Housing Authority, Public Housing Authority Management may file an eviction action in court alleging an illegal holdover past the termination of the lease.
- G. Move-out Charges:** When a resident gives notice to vacate, the resident will be given written information about what needs to be done to leave the unit in acceptable condition and to avoid charges for excessive cleaning, damage, and wear and tear beyond normal usage. Within a day of receiving the keys from the vacating resident, Management will inspect the unit. After Maintenance has readied the unit, the Manager will determine what charges, if any, must be assessed to the vacating resident for damage, excessive cleaning, removal of trash, etc. Within 21 days of the end of the notice period, the vacating resident will

receive any remaining security deposit and applicable earned interest and/or a statement of charges assessed.

### **III. NON-RENEWAL OF LEASE:**

- A. Reasons for Non-Renewal:** A serious or repeated violations of the Public Housing Authority Dwelling Lease, including chronic late payment of rent and violation of the City of St. Cloud noise ordinance, are grounds for non-renewal of the lease. If a resident receives two or more late rent notices during a twelve month period, the resident is subject to non-renewal of their lease. Conduct which would have barred a resident from admission at time of application is grounds for non-renewal. Conduct which would justify lease termination for cause is grounds for non-renewal. The Public Housing Authority may consider current unfavorable conduct together with past unfavorable conduct prior to the tenancy.
- B. Timing of a Non-Renewal of a Lease:** Sixty to ninety days prior to the effective date of the annual reexamination, and after the resident has completed an Application for Continued Occupancy (ACO), the Housing Manager will review the resident file and determine if there is cause for non-renewal. If there is sufficient cause, the Manager will send the resident a notice denying the ACO and informing the resident that he or she must vacate the dwelling unit by the end of the month following the month in which the notice is given.
- C. Right to Hearing:** Residents who are notified of the non-renewal of their lease have a right to a hearing in accordance with the Public Housing Authority's Grievance Procedure. The non-renewal notice will include a notice of this right, together with a copy of the Grievance Procedure.

### **IV. LEASE TERMINATION FOR NON-PAYMENT OF RENT:**

- A. Timing of Notice:** If rent is not paid in full by the tenth day of the month, a Notice of Termination terminating the Dwelling Lease in 14 days will be sent to the resident. After the expiration of the 14 day period, an eviction action will be filed against the resident in the appropriate court.
- B. State Law Regarding Termination for Non-Payment:** The Eviction action will be served on the resident household. Minnesota State Statutes governing Eviction action actions and hearings and procedures will be followed.
- C. Writ of Restitution; Physical Eviction:** If the Court rules in the Public Housing Authority's favor and issues a writ of restitution and the writ of restitution is served on the resident, the Public Housing Authority will not accept rent payments, and the resident must voluntarily move or be physically moved out in the presence of the Sheriff.

- V. **LEASE TERMINATION FOR CAUSE:** The Dwelling Lease may be terminated at any point during tenancy for serious or repeated violations of the lease terms.
- A. **Reasons for Termination:** Managers will act promptly to propose termination in serious situations that are affecting any of the following:
1. The property, other residents, staff, or neighbors;
  2. The well-being of the building, development, or neighborhood.
  3. Violations of the City of St. Cloud Ordances which include loud noise, loud party and disorderly conduct.
  4. Removal of any batteries from a smoke and/or carbon monoxide detector or failure to notify the St. Cloud HRA if the detector is inoperable for any reason.
  5. This list of lease violations is not exclusive. The lease agreement has additional grounds that a dwelling lease may be terminated for.
- B. **Public Housing Authority Actions Prior to Termination:** In cases of repeated violations of the lease, the Public Housing Authority Manager will issue warnings and take other actions to assist the resident with lease compliance prior to issuance of a lease termination.
- C. **Notice of Lease Termination:** Notice of Lease Termination will be in writing and will be either delivered to the resident or an adult member of the resident's household or sent by first class mail. The Termination Notice will give the date by which the resident must vacate, list the lease provisions violated, describe the specific incident(s) for which the termination is being issued, and indicate any rights the resident may have to challenge the termination.
- D. **Timing of Notice of Lease Termination:** In accordance with Minnesota State law, if illegal drugs or other illegal items are seized on the premises, this is considered an emergency and termination may be immediate. In cases where Public Housing Authority Management determines that there may be a serious threat to the health or safety of others, that is also considered an emergency termination. The termination notice will be effective in a reasonable time considering the seriousness of the situation. In all other terminations for cause other than nonpayment of rent, the resident will be given at least 30 days notice of the termination.

- E. Resident Right to Respond to a Notice of Lease Termination:** In cases of emergency terminations, the resident is excluded from the Public Housing Authority's Grievance Procedure. This exclusion does not affect any rights the resident might have in an appropriate judicial proceeding. In 30 day terminations for cause, the resident may request a personal conference and/or a Grievance Hearing in accordance with the Public Housing Authority's Grievance Procedure, included in this document as D. A copy of the Grievance Procedure will be available at the St. Cloud HRA office. Upon request, a copy of the Grievance Procedure will be provided to the resident.
- F. Action for Resident Failure to Vacate on the Date of the Termination Notice:** If a resident does not vacate by midnight on the effective date of the Termination Notice and no other agreement between resident and Management has been negotiated, an Eviction action will be filed in the appropriate court. A Writ of Restitution may be issued by the court and served on the resident. If the resident still does not return the property to the Public Housing Authority by vacating, the resident will be physically moved out in the presence of the Sheriff.
- G. Abandonment:** If a resident is absent from the unit leased for at least 14 consecutive calendar days and rent is unpaid, the Public Housing Authority has the right to consider the property abandoned and to take possession of the unit. Any personal property left by the resident may be considered abandoned and disposed of in accordance with Minnesota state law.

### **PUBLIC HOUSING PROGRAM GENERAL DEFINITIONS**

The following general definitions apply except where they are superseded by a specific provision in this document:

- 1. ADULT (defined):** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An emancipated minor is also considered an adult.
- 2. CHILD (defined):** A member of the family, other than the family head or spouse or co-head, who is under 18 years of age.
- 3. CHILDCARE EXPENSE (defined):** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in the annual income.
- 4. COMMUNITY SERVICE (defined):** The performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-

sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

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

**6. DISABLED FAMILY (*defined*):** A family whose head, spouse, or sole member is a person with disabilities-, or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

**7. DISABLED PERSON (*defined*):** Person with disabilities means a person who:

- A. Has a disability, as defined in 42 U.S.C. 423;
- B. Is determined, pursuant to HUD regulations, to have physical, mental, or emotional impairment that:
  - a. Is expected to be of long-continued and indefinite duration;
  - b. Substantially impedes his or her ability to live independently, and
  - c. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- C. Has a developmental disability as defined in 42 U.S.C. 6001.
- D. Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
- E. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
- F. Means “individual with handicaps”, as defined in Section 8.3 of this title, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

**8. DOMESTIC VIOLENCE:** Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who is cohabitated with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that persons acts under the domestic or family violence laws of the jurisdiction.

9. ***DRUG RELATED CRIMINAL ACTIVITY (defined):*** The felonious manufacture, sale or distribution, or the possession with intent to manufacture, sell or distribute a controlled substance or the felonious use or possession of a controlled substance. "Controlled substance" has the meaning given to it in Section 102 of the Controlled Substances Act (21 U.S.C. 802)."
10. ***ELDERLY FAMILY (defined):*** A family whose head, spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.
11. ***50058 Form (defined):*** The HUD form that housing authorities are required to complete and electronically submit to HUD for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim recertifications. Housing Authorities must retain at a minimum the last three years of the form 50058, and supporting documentation, during the term of each assisted lease, and for a period of at least three years from the end of residency. Electronic retention of form HUD 50058 and HUD 50058-FSS and supporting documentation fulfills the record retention requirement.
12. ***FAMILY (defined):*** Family includes, but is not limited to: a family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size); an elderly family; a family; a disabled family; a displaced family; the remaining member of a resident family; and a single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a resident family.
13. ***FAMILY OF VETERAN OR MEMBER OF THE ARMED SERVICES (defined):*** A family is regarded as a Family of a Veteran or Member of the Armed Services if the veteran or Member of the Armed Services is a member of, and lives with, the family though he or she may be temporarily absent due to military service, hospitalization or other cause beyond his control, or, if deceased, was a member of, and lived with, the family at the time of his or her death.
14. ***FLAT RENT (defined):*** A rent amount the family may choose to pay in lieu of having their rent determined under the income method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.
15. ***GENDER IDENTITY (defined):*** Actual or perceived gender – related characteristics.
16. ***GUEST (defined):*** A person in the unit with the consent of a resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

17. **HUD (*defined*):** The U.S. Department of Housing and Urban Development.
18. **IMMEDIATE FAMILY MEMBER:** A spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person.
19. **MEMBER OF THE ARMED SERVICES (*defined*):** A member of the applicant's family who is in the military forces of the United States at the time of application or residency for housing. "Military forces" means the Army, Navy, Air Force, Marine Corps, Coast Guard and the commissioned corps of the U.S. Public Health Service.
20. **PUBLIC HOUSING AUTHORITY (*defined*):** A Public Housing Authority is housing assisted under the 1937 Act, other than under Section 8. "Public Housing" includes dwelling units in a mixed finance project that are assisted by a Public Housing Authority with capital or operating assistance.
21. **RECERTIFICATION (*defined*):** The annual reexamination of a family's income, expenses, and composition to determine the family's rent.
22. **RESPONSIBLE ENTITY (*defined*):** For the public housing program, the Section 8 resident-based assistance program and the Section 8 project-based certificate or voucher programs, and the Section 8 moderate rehabilitation program, responsible means the PHA administering the program under an ACC with HUD.
23. **RESIDENT (*defined*):** Any member of the household over the age of 18 who is a signatory of the lease.
24. **SEXUAL ORIENTATION (*defined*):** Homosexuality, heterosexuality, or bisexuality.
25. **VETERAN (*defined*):** Any person honorably discharged from the Armed Forces of the United States after serving for 181 consecutive days or more.



## APPENDIX A

### INCOME LIMITS

<i>Number of Persons in Family</i>	<i>Lower Income* (80% of Median)</i>	<i>Very Low Income (50% of Median)</i>	<i>Extremely Low (30% of Median)</i>
1	\$38,750	\$24,200	\$14,550
2	\$44,250	\$27,650	\$16,600
3	\$49,800	\$31,100	\$18,700
4	\$55,300	\$34,450	\$20,750
5	\$59,750	\$37,350	\$22,450
6	\$64,150	\$40,100	\$24,100
7	\$68,600	\$42,850	\$25,750
8+	\$73,000	\$44,650	\$27,400

\*Lower Income category: Wilson and Empire Apartments only. All other Public Housing units fall under the Very Low Income category.

**APPENDIX B**  
**UTILITY ALLOWANCES**

EMPIRE/WILSON	\$ 0	SCATTERED SITES (3BR)	\$
FLINTWOOD (3BR)	\$	SCATTERED SITES (3BR)	\$ *
FLINTWOOD (2BR)	\$	SCATTERED SITES (4BR)	\$
CEDAR (2BR)	\$	SCATTERED SITES (5BR)	\$
CEDAR (3BR)	\$		
QUARRY (3BR)	\$		
GERMAIN TOWER	\$ 36		
GRACE MCDOWALL	\$ 36		

\*All Electric

## **APPENDIX C**

### **PET POLICY**

Section 227 of the Housing and Urban Rural Recovery Act of 1983, as it pertains to Public Housing, provides that an owner or manager of Federally assisted housing built for elderly families may not prohibit or prevent a resident from owning or having a common household pet living in the resident's dwelling unit. Therefore, the Housing and Redevelopment Authority of St. Cloud will permit residents of Public Housing to own and keep common household pets in their apartments if the following policies are followed. (**NOTE:** This pet policy is not applicable to pets used to assist the disabled, i.e: seeing eye dogs.)

#### 1. Definitions

- A. Common Household Pet means a domesticated animal, such as a dog, cat, bird, rodent (defined as gerbils, hamsters, guinea pigs, rabbits), fish or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pet does not include reptiles (except turtles). If this definition conflicts with any applicable State or local law or regulation defining the pets that may be owned or kept in dwelling accommodations, the State or Local Law or regulation will apply. The definition will not include animals that are used to assist the disabled.

#### 2. Inoculations:

Pet owners must have their pets inoculated in accordance with State and Local Laws.

#### 3. Sanitary Standards:

- A. Pets must be housebroken
- B. Pets must be exercised in the designated area ( see attached map ) and resident is responsible for promptly cleaning up pet droppings and to properly dispose of said droppings in a sealed plastic bag and placed in garbage dumpster.
- C. In case of cats or other animals using litter boxes (box is to be kept inside of residents unit), pet owners are not allowed to let waste accumulate and are required to change litter twice each week. Used litter and pet waste must be disposed of by placing in a sealed plastic bag and properly disposed of in garbage dumpster.
- D. Pet Owner must remove and dispose of all waste caused by animal in building interior. This includes washing and disinfecting areas of the building following the "accident".

- E. Resident shall take adequate precautions to eliminate any pet odors within or around unit and maintain unit in a sanitary condition at all times. In addition to other inspections permitted under the lease, the PHA may, after one day notice to resident and during reasonable hours, enter and inspect the premises. Entry and inspection of this type may be done only if the PHA has received a signed complaint alleging (or PHA has reasonable grounds to believe) that the conduct or condition of a pet in the dwelling unit constitutes a nuisance or threat to the health or safety of the occupants of the project or other persons.

4. Pet Restraints:

Dogs and cats will remain inside of resident's unit unless they are on a leash and directly controlled by an adult. Pets are not permitted in public areas of the building except while directly entering or exiting the building. Birds and rodents must be caged at ALL times. Pet owner acknowledges that other residents may have allergies related to pets or are easily frightened by animals. Pet owner, therefore, agrees to exercise common sense of courtesy with respect to other residents' right to peaceful and quiet enjoyment of premises.

5. Registration:

All pets must be registered with the PHA. The registration must be done before the pet is brought onto the project premises and must be updated annually (at regular recertification time). Registration must include:

- a) certificate signed by licensed veterinarian or a State or Local authority empowered to inoculate animals stating that pet has received all inoculations required by applicable state and local laws;
- b) information sufficient to identify the pet and demonstrate that it is a common household pet (pet should wear an identification collar);
- c) the, name, address, and phone number of at least 2 responsible parties (living in the St. Cloud Area) who will care for the pet if the pet owner dies, is incapacitated or is otherwise unable to care for the pet. (Need a written statement from each of the responsible parties that they are willing to be responsible.);
- d) pet owner must sign a statement indicating he/she has read pet policy and agrees to comply with the policies.

PHA may refuse to register a pet if it is not a common household pet, if the keeping of the pet would violate any applicable house rules, if the pet owner fails to provide complete pet registration information or fails to annually update pet registration, or if PHA determines, based on pet owner's habits and practices, that the pet owner will be unable to keep the pet in compliance with pet policies and other lease obligations. The pet's temperament will be considered as a factor in determining the prospective pet owner's ability to comply with pet rules and other lease obligations.

PHA will not refuse to register pet based on determination that the pet owner is financially unable to care for the pet or that the pet is inappropriate based on therapeutic value to the pet owner or the interests of property of existing residents. PHA will notify pet owner if it refuses to register the pet. Such notice will state the basis for PHA's action and will be served on the pet owner by:

- a) letter by first class mail, properly stamped and addressed to the resident at dwelling unit with a proper return address; or
- b) serving copy of notice on any adult answering the door at resident's dwelling unit; or
- c) if no adult responds, by placing notice under or through door, if possible, or else attach notice to the door. The notice of refusal to register a pet may be combined with notice of pet violation.

#### 6. Density of Residents and Pets:

A maximum number of one (1) four-legged, warm-blooded, common household pet, allowed per dwelling unit, in the building.

#### 7. Pet Size and Pet Type:

- A. Bird: including canary, parakeet, finch, and other species that are normally kept in cages.
- B. Fish: in tanks or aquariums not to exceed 20 gallons in capacity; poisonous or dangerous fish are not permitted.
- C. Dog: Not to exceed 20 pounds in weight at maturity.
- D. Cat: Species commonly used for household pets (*felis catus*). Cats must be declawed.

#### 8. Potential Financial Obligation of Resident:

Resident who own or keep a cat or dog in their units must pay a refundable pet deposit. The deposit is in addition to security deposit collected on the dwelling unit. The PHA may use pet deposit only to pay reasonable expenses directly attributable to the presence of the pet in the project including, but not limited to, the costs of repairs and replacements to and fumigation, of the resident's dwelling unit and the cost of animal care facilities (see "protection of the Pet"). The PHA will refund the unused portion of pet deposit to resident within a reasonable time after resident moves from project or no longer has pet in dwelling unit.

Pet deposit will be \$100.00 for a cat or dog.

#### 9. Protection of the Pet:

If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or

by other factors that render the pet owner unable to care for the pet, the PHA may contact the responsible party/parties listed in the pet registration. If the responsible party or parties are unwilling or unable to care for the pet, or the PHA, despite reasonable efforts, has been unable to contact the responsible party/parties, the PHA may contact appropriate State or Local Authority and request the removal of the pet. If no State or local authority is authorized to remove a pet under these circumstances, the PHA may enter the pet owner's unit, remove the pet and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the pet is able to assume responsibility for the pet, but no longer than 30 days. The cost of the animal care facility provided under this section will be born by the pet owner. If the pet owner (or the pet owner's estate) is unable or unwilling to pay, the cost of the animal care facility may be paid from the pet deposit.

#### 10. Standards of Pet Care:

- A. Pet owner is required to have dog or cat spayed or neutered (written proof of such is required).
- B. Pets are not allowed in the lobby of the building (except to allow entrance or exit of building), hallways, community areas, laundry room or other common areas in the building. (if there is an elevator, only one pet is allowed in the elevator at a time)
- C. Pet may not be left unattended in a dwelling unit for 12 hours or more. If this is found to be true, PHA may enter and have pet removed and transferred to appropriate shelter. The PHA accepts no responsibility for the pet.
- D. Resident will not permit any disturbance by their pet which would interfere with the quiet enjoyment of other resident's whether by barking, howling, biting, scratching, or other activities.
- E. Pets must be kept clean and free of fleas.
- F. Cats must be de-clawed.
- G. Resident may not alter unit to create an enclosure for the animal.

#### 11. Pet Licensing:

Dogs are to be licensed yearly with the City of St. Cloud or in accordance with applicable state and local laws and regulations.

#### 12. Pets Temporarily at the Premises:

Resident's or guests and visitors to the building may not bring pets onto the property or into the building. Pets may not be kept temporarily at the building unless all the rules outlined in the Pet Policy are followed.

#### 13. Pet Rule Violation:

If PHA determines on basis of objective facts, supported by written statements that the pet owner has violated a rule governing the owning or keeping a pet, PHA may serve

written notice of pet rule violation on pet owner as follows:

- a) letter by first class mail, properly stamped and addressed to the resident at dwelling unit with a proper return address; or
- b) serving copy of notice on any adult answering the door at resident's dwelling unit; or
- c) if no adult responds, by placing notice under or through door, if possible, or else attach notice to the door. The notice of refusal to register a pet may be combined with notice of pet violation.

The notice of pet rule will:

- a) contain a brief statement of the factual basis for the determination and pet rule(s) alleged to be violated;
- b) State that the pet owner has 10 days from effective date of service of notice to correct violation (including, inappropriate circumstances, removal of the pet), or to make a written request to discuss violation with the PHA Staff;
- c) State that the pet owner is entitled to be accompanied by another person of his/her choice at the meeting; and
- d) State that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meet may result in initiation of procedures to terminate the pet owner's tenancy.

#### 14. Pet Rule Violation Meeting:

If the Pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the PHA will establish a mutually agreeable time and place for the meeting but no later than 15 days from the effective date of service of the notice of pet rule violation. At the pet rule violation meeting, the pet owner and PHA will discuss any alleged pet rule violations and attempt to correct it. The project owner may as a result of this meeting, give the pet owner additional time to correct the violation.

#### 15. Notice of Pet Removal:

If the Pet owner and PHA are unable to resolve the pet rule violation at the pet rule violation meeting, or if the PHA determines that the pet owner has failed to correct the pet rule violation within any additional time provided for this purpose, the PHA may serve a written notice on the pet owner requiring the pet owner to remove the pet. This must contain:

- a) brief statement of the factual basis for the determination and the pet rule violation;
- b) state that the pet owner must remove the pet within 10 days of the effective date of service of the notice of pet removal (of the meeting, if notice is served at the meeting); and
- c) state the failure to remove the pet may result in initiation of procedures to terminate the pet owner's tenancy.

16. Initiation of Procedures to Remove a Pet or Terminate the Pet Owner's Tenancy:

The PHA may not initiate procedure to terminate a pet owner's tenancy based on a pet rule violation:

- 1) the pet owner has failed to remove the pet or correct a rule violation within the applicable time period specified; and
- 2) the pet rule violation is sufficient to begin procedures to terminate the pet owner's tenancy under the terms of the lease and applicable regulations.

The PHA may initiate procedures to remove a pet at any time in accordance with provisions of applicable state or local law.



## **Appendix D**

### **GRIEVANCE PROCEDURES**

1. Purpose and Applicability.
  - a. The St. Cloud HRA has established this grievance procedure under Department of Housing and Urban Development Regulations to assure that residents or applicants receive an opportunity for a hearing if they dispute an Authority action, or failure to act, involving an application, resident's lease or implementation of Authority regulations. This grievance procedure applies to individual grievances as defined in Section 2 below. The fundamental purpose of this procedure is to afford applicants and residents all rights required by state and federal law: where state or federal law (including regulations, statutes or constitutional protections) require additional procedures, those procedures will be followed.
  - b. The Housing Authority may exclude from this grievance procedure any eviction or termination of tenancy that involves:
    - i. Criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the Public Housing Authority; or
    - ii. Any violent or drug-related criminal activity on or near the premises.
  - c. The Public Housing Authority grievance procedure does not apply to disputes between residents or to class grievances. The grievance procedures are formed for initiating and negotiating policy changes between a group or groups of residents in the Public Housing Authority's Board of Commissioners
  - d. The Public Housing Authority grievance procedure does cover the following situations:
    - i. Disputes over refusals to renew a public housing lease due to lack of compliance with the community service requirement.
    - ii. Disputes over an agency's refusal to lower a rent payment after public assistance payments are reduced due to non-compliance with the public assistance program.

## 2. Definitions.

- a. The following definitions apply to this grievance procedure.
  - i. **“Grievance”** means any dispute which a resident or applicant has with respect to Authority action, or failure to act, in accordance with a resident's lease or Authority regulations. Grievance does not include any dispute a resident may have with the Authority concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority; or any violent or drug-related criminal activity on or near such premises. Nor shall this process apply to disputes between residents not involving the St. Cloud Housing And Redevelopment Authority or to class grievances. In addition, an applicant for public housing may use this grievance procedure to challenge denial of an application for public housing. However, a resident may use this grievance procedure only to address issues which affect the individual resident's rights, duties, welfare or status.
  - ii. **"Hearing Officer"** shall mean a person selected to hear grievances and render a decision with respect thereto.
  - iii. **“Complainant”** means any resident or any applicant for public housing who presents a grievance to the Housing Authority main office in accord with the informal hearing procedure.
  - iv. **“Resident”** means an adult person (other than a live-in aide) who resides in the unit and who executed the lease with the Authority as lessee of the dwelling unit. If no adult person who signed the Lease continues to reside in the unit, then a grievance may be filed by the remaining head of household of the resident family residing in the dwelling unit.
  - v. **“Served”**, with respect to notice to a complainant means sent by first class mail to the complainant’s address. The date of service is three calendar days after mailing. A complainant may specify the address where service should be made by providing an address to the Housing Authority, and may request that service be made on the complainant’s counsel. The term served, as used herein, does not govern service in judicial proceedings.

## 3. Informal Hearing Conference.

- a. **Purpose.** The purpose of the informal hearing conference is to attempt to resolve grievances, to correct any errors which may have been made in the initial decision, or to confirm the decision if it was correct.

- b. The Authority's representative will advise the complainant in writing if the type of grievance presented falls within the established guidelines in this document and whether or not the grievance procedure applies.
  - c. A representative of the Housing Authority will make an independent judgment whether the initial decision is correct and complies with Housing Authority policy and applicable state and federal law. At the conference the complainant and representative of the Authority will confer to identify the issues and seek to resolve any dispute which may exist.
  - d. One of the functions of the informal hearing is to identify factual issues which may affect the Housing Authority's decision. At the Conference, the Housing Authority may request the complainant to supply additional information, supply additional releases or name additional references. If either party believes that acquiring further information would help the Housing Authority to make a better decision, the parties will reasonably cooperate to obtain that information. In that event, the informal decision will be delayed until five business days after the additional information is received.
  - e. **Initiating a grievance.** To initiate the grievance procedure, the complainant must present a written grievance to the Housing Authority management office. The grievance must be signed and dated by the complainant. If the complainant cannot prepare a written grievance, a Housing Authority employee will accept an oral grievance and assist in reducing the grievance to writing. In that case, in order to perfect a grievance, the complainant must sign and date the written grievance.
  - f. The complainant must present a grievance within a reasonable time, not to exceed ten business days from the day of the action or failure to act which is the basis of the grievance. The grievance may be simply stated, but shall specify 1) the particular grounds upon which the grievance is based; 2) the action requested; and 3) the name, address and telephone number of the complainant, as well as the name, address and telephone number of the complainant's representative, if any.
  - g. Within a reasonable time after the complainant presents the signed grievance to the Housing Authority, the Housing Authority will schedule an informal hearing to be held within 10 working days.
4. The Procedure at the Informal Hearing Conference.
- a. The informal hearing conference will involve a cooperative and collaborative effort to resolve the grievance, if possible. The complainant must be present at the informal hearing conference. If the complainant cannot attend for good cause, the complainant should request a different date as soon before the informal hearing as possible. The resolution of grievances may require the complainant to

supply the Housing Authority with additional information. In order to resolve grievances, the resident must answer questions and supply information requested by the Housing Authority relevant to the issues or which may lead to relevant information. In the absence of a request for continuance for good cause, failure to attend the informal hearing conference will result in dismissal of the grievance. Failure to provide information needed by the Housing Authority to resolve the grievance will result in dismissal of the grievance within a reasonable time.

- b. The Housing Authority will endeavor to conduct the informal hearing in a manner which makes it possible for a complainant to proceed without counsel. Ordinarily, the Housing Authority will not be represented by counsel at the informal hearing, unless the complainant is represented. Complainants may be represented at the informal hearing by counsel or another representative. If a complainant intends will be represented at the informal hearing, the representative must enter an appearance by informing the Housing Authority as soon as reasonably possible, and in any event at least 24 hours before the informal hearing. If the Housing Authority intends to be represented by counsel at the informal conference, the Housing Authority will notify the complainant as soon as reasonably possible, and in any event at least 24 hours before the informal hearing.
- c. Within ten working days of the informal conference, the Housing Authority will mail a proposed disposition to the complainant.
- d. The disposition summary will include the names of the participants, the date of the meeting, the nature of the proposed disposition, and the specific reasons for the proposed disposition, if the grievance is not resolved in the complainant's favor. The proposed disposition will specify steps by which a formal hearing can be obtained.

5. Finality.

- a. In the event that the complainant fails to request a hearing, the proposed disposition will become the final and binding decision of the Housing Authority with respect to the matters grieved. The decision will be entitled to all of the finality and authority of any final decision of the Housing Authority. To the extent that federal law specifically so provides, but only to that extent, the final determination will not impair any federally guaranteed right to contest the Housing Authority's disposition in an appropriate judicial proceeding. To the extent that federal and administrative law permit, the facts and law so decided shall bind the applicant.
- b. The Housing Authority will comply with the proposed disposition if it becomes final.

6. Formal Hearing Process.
  - a. If the complainant is dissatisfied with the proposed disposition of the grievance, the complainant may submit a written request for hearing within ten working days after the proposed disposition is served upon the complainant.
  - b. The request will be date stamped by the Housing Authority.
  - c. The request for hearing must specify reasons for the grievance and the action or relief sought.
  
7. Selection of Hearing Officer
  - a. The Hearing Officer will seek to assure that Housing Authority policy and applicable law are properly applied to the facts and circumstances.
  - b. The Housing Authority shall consult the resident organizations before PHA appointment of each hearing officer or panel member. Any comments or recommendations submitted by the resident organizations shall be considered before the appointment.
  - c. Within five business days of receipt of the complainant's request for a formal hearing, the Executive Director (or designee) will appoint a hearing officer capable of impartially reviewing the facts and assuring that Housing Authority policy is implemented. The Executive Director will ordinarily appoint the Director of Community Development, Director of Community Relations, or another Housing Authority employee to serve as hearing officer. The Executive Director has discretion to decide that the Executive Director will serve as hearing officer, or the Executive Director may appoint an impartial person who is not an agency employee. The Hearing Officer will not be a person who made or approved the action under review or a subordinate of such person.
  - d. If the complainant contends that the Hearing Officer appointed by the Executive Director cannot be impartial, the complainant must notify the Housing Authority as soon as the facts become known to the complainant.
  - e. Upon appointment by the Executive Director, the Hearing Officer will determine if the complaint is subject to the grievance procedure. The Hearing Officer will attempt to hold a formal hearing no more than ten business days after appointment at a date and time reasonably convenient to the complainant and the Authority.
  - f. In proposed eviction proceedings for serious or repeated interferences with the rights of other residents, serious or dangerous damage to the premises, creation of physical hazards dangerous to residents, staff or visitors, or actions which create a serious hazard to the health or welfare of neighbors or others, the Housing

Authority may deny a request for formal hearing and proceed immediately to judicial proceedings for unlawful detainer.

8. Procedures Governing the Hearing

- a. The Housing Authority will endeavor to conduct the formal hearing in a manner which makes it possible for a complainant to proceed without counsel. Ordinarily, the Housing Authority will not be represented by counsel at the formal hearing, unless the complainant is represented. Complainants may be represented at the informal hearing by counsel or another representative. If a complainant intends to be represented at the formal hearing, the representative must enter an appearance by informing the Housing Authority as soon as reasonably possible, and in any event at least 24 hours before the formal hearing. If the Housing Authority intends to be represented by counsel at the formal hearing, the Housing Authority will notify the complainant as soon as reasonably possible, and in any event at least 24 hours before the formal hearing.
- b. Upon appointment of the hearing officer, the hearing officer must refrain from ex parte communication with the parties. If either party or representative wishes to communicate with the hearing officer, he or she must either communicate in writing, with a copy to the adverse party, or orally in the presence of both parties (or their representatives). For purpose of this subsection, party includes the staff whose decision is being examined by the hearing officer, the complainant and their respective representatives. The evidence considered by the hearing officer will consist of evidence submitted at the hearing.
- c. The Hearing shall be held before a Hearing Officer.
- d. The Complainant shall be afforded a fair hearing providing the basic safeguards of due process which shall include:
  - i. The opportunity to examine before the grievance hearing and at the expense of the Complainant, to copy all non-privileged documents, records and regulations of the Housing Authority that are directly relevant to the hearing. Any document not made available, after request thereof by the complainant, may not be used as evidence by the Authority at the hearing;
  - ii. The right to a private hearing unless the Complainant requests a public hearing;
  - iii. The right to be represented by counsel or other person chosen as his/her representative;

- iv. The right to present evidence and arguments in support of his/her complaint, to controvert evidence relied on by the Housing Authority; and to confront and cross-examine all witnesses on whose testimony or information the Housing Authority relies; and
- v. A decision based solely upon the facts presented at the hearing.
- e. If the Hearing Officer determines that the issue has been previously decided in another proceeding the hearing officer may render a decision without proceeding with the hearing.
- f. If the Complainant or Housing Authority fail to appear at the scheduled hearing, the Hearing Officer may make a determination to postpone the hearing for not to exceed five (5) working days OR make a determination that the party has waived his/her opportunity to a hearing. Both parties will be notified of the determination provided that such a determination in no way waives the Complainant's right to appropriate judicial proceedings.
- g. At the hearing, the Complainant must first make a showing of an entitlement of the relief sought and thereafter the Housing Authority must sustain the burden of justifying the Authority actions or failure to act against which the complaint is directed.
- h. The hearing shall be conducted by the Hearing Officer in such a way to be:
  - i. Informal - oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings;
  - ii. Orderly - the hearing officer or panel shall require that the Housing Authority, Complainant, counsel and other participants and spectators conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer or panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interest of the disorderly party and granting or denial of the relief sought, as appropriate.
- i. The Complainant or Housing Authority may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.
- j. The Housing Authority will provide reasonable accommodations for persons with disabilities to participate in the hearing.

- i. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations or attendants.
  - ii. If the resident is visually impaired, any notice which is required under this procedure will be in an accessible format.
- k. Hearing Officer's request for legal or policy advice. Ordinarily, the Hearing Officer will not be an attorney. In circumstances where the Hearing Officer determines that he requires outside assistance in resolving policy or legal issues, the Hearing Officer may proceed in any of the manners listed below. In those circumstances in which the hearing officer's request for assistance involves an opinion of his/her liability or responsibility in the role of hearing officer, the request for assistance may be verbal or in writing at the discretion of the hearing officer. In all other cases, the request and response shall be in writing, and a copy shall be included in the applicant's file.
  - i. The Hearing Officer may request policy advice or clarifications from the Executive Director in writing. The Executive Director, with or without legal advice, may then respond in writing.
  - ii. The Hearing Officer may consult with HUD.
  - iii. The Hearing Officer may inquire of counsel for the applicant and Housing Authority for their respective positions.
  - iv. The Hearing Officer may make factual findings and certify a legal issue to the Executive Director for an ultimate decision based upon agency policy as interpreted by the Executive Director.

9. Decision of the Hearing Officer

- a. Where the applicant is represented, the Hearing Officer may request applicant and Housing Authority to submit proposed findings. An unrepresented complainant may request that both Housing Authority and complainant submit proposed findings.
- b. Within ten (10) working days following the hearing, the Hearing Officer shall give the Complainant and Housing Authority a written decision including reasons therefore. The Housing Authority will file one copy in the resident file and maintain another copy with names and identifying references deleted for a prospective Complainant, his/her representative or Hearing Officer.
- c. The decision of the Hearing Officer shall be binding on the Housing Authority which shall take all actions necessary to comply with the decision unless the



Housing Authority Board of Commissioners determine, within a reasonable time (within 30 days) and or notifies the Complainant that:

- i. The grievance does not concern Housing Authority action or failure to act in accordance with or involving the Complainant's lease or Housing Authority regulations which adversely affect the Complainant's rights, duties, welfare or status.
  - ii. The decision of the Hearing Officer is contrary to applicable Federal, State or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the Housing Authority.
- d. The Hearing Officer's decision constitutes the final and binding decision of the Housing Authority with respect to the matters grieved. The decision will be entitled to all of the finality and authority of any final decision of the Housing Authority. To the extent that federal law specifically so provides, but only to that extent, the final determination will not impair any federally guaranteed right to contest the Housing Authority's disposition in an appropriate judicial proceeding. To the extent that federal and administrative law permit, the facts and law so decided shall bind the applicant.
- e. The Housing Authority will comply with the proposed disposition if it becomes final.
- f. **Complainant request for clarification of findings.** In the event that the complainant believes that the findings of the Hearing Officer are legally insufficient for failure to address all of the issues or factual disputes, the complainant may, within 5 business days of service of the decision, request clarification of the findings. Failure to request a clarification shall constitute a waiver of any challenge to the form or specificity of the findings. The complainant's request must identify the manner in which the findings are alleged to be insufficient, and must propose substitute findings. A request for clarification does not stay the effect of the decision.
- g. **Housing Authority Eviction Actions:** A notice to vacate which is required by State or local law may be combined with or run concurrently with a notice of lease termination. The tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the grievance process has been completed (so long as the hearing was requested in a timely manner).
- h. **Notices:** Any notice (except "notice to vacate") required in the procedure will be sufficient if delivered to the resident in person or to a person of suitable age and discretion residing in the resident's dwelling unit, or if sent by First Class mail, properly addressed to the resident, postage prepaid. Any notices to the Authority will be sufficient if delivered to an employee of the Authority at its downtown

management office during regular work hours or sent to the Authority office by First Class mail, properly addressed, postage prepaid.

**“Notice to Vacate”** must be served on the resident in the following manner:

- ii. By sending letter by First Class mail, properly stamped and addressed to the resident at his/her address at the project unit, with a proper return address; AND
  - ii. By serving a copy of the Notice on any adult person answering the door at the leased dwelling unit, or, if no adult responds, by placing the notice under or on the door.

10. Escrow Deposit

- a. Before a hearing is scheduled in any grievance involving an amount of rent the Housing Authority claims is due, the Complainant shall pay to the Housing Authority all rent due and payable as of the month preceding the month in which the act or failure to act took place.
- b. The Complainant shall thereafter deposit the same amount of the monthly rent in an escrow account established by the Authority monthly until the complaint is resolved by decision of the Hearing officer.
- c. The requirement as defined above may be waived by the Housing Authority in extenuating circumstances.
- d. Unless so waived, failure to make the aforementioned payments shall result in termination of the grievance procedure.
- e. Failure to make such payments shall not constitute a waiver of any right the Complainant may have to contest the Housing Authority’s disposition of his/her grievance in any appropriate judicial proceeding.

## APPENDIX E

### FAIR MARKET RENTS

#### ST CLOUD

1BR	\$603
2BR	\$723
3BR	\$955
4BR	\$1281
5BR	\$1473

## APPENDIX F

### St. Cloud HRA Smoke Free Policy

#### Smoke Free Policy

The St. Cloud Housing and Redevelopment Authority (HRA) has adopted a Smoke Free Policy for all of its housing properties. Effective October 1, 2013, smoking is not permitted in any apartment, townhouse, or home owned and managed by the St. Cloud HRA.

#### Purpose of Smoke Free Policy

The St. Cloud HRA desires to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; and (iii) the increased risk of fire from smoking.

#### Definition of Smoking

The term “smoking” means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, electronic cigarette, pipe, hookah or similar lighted product in any manner or in any form.

#### Smoke Free Complex

Employees, visitors, residents, members of resident’s household and resident’s guests shall not smoke anywhere in the unit, the building or in any of the common areas of the building. Resident’s shall not permit any guests or visitors under the control of the resident to smoke in the unit and/or building. Smoking will be permitted in designated areas located outside of the building on the property.

#### Resident to Promote Smoke Free Policy

Resident shall inform resident’s guests of the smoke free policy.

#### HRA to Promote Smoke Free Policy

HRA shall post no-smoking signs at entrances and exits, common areas, hallways and in conspicuous places. In an effort to minimize the discarding of cigarette butts on the grounds, the HRA shall place smoke stations (ash trays) at the entrances.

#### Disclaimer by HRA

HRA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that HRA's ability to police, monitor, or enforce the agreements of this Policy is dependent in significant part on voluntary compliance by visitors, residents and resident's guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that HRA does not assume any higher duty of care to enforce this Policy than any other HRA obligation under the Lease.

#### Effect of Breach and Right to Terminate Lease

A breach of this Policy by a resident shall be grounds for termination of the Lease.

#### Violations of Smoke Free Policy

1. Warning letter in the resident's file with referral to cessation services
2. Written warning of lease violation
3. 30 day notice of lease termination