



Statement of Corporate Policies



The Housing Authority of the City of Minneapolis, Minnesota

Statement of Corporate Policies

PREAMBLE

MPHA has operated as an independent non-profit agency since 1991, though public housing has existed in Minneapolis since the 1930s. MPHA owns and operates approximately 5,800 public housing units and, administers more than 5000 HCV vouchers.

This Statement of Corporate Policies is required by HUD. Their purpose is to establish policies for carrying out the programs in a manner consistent with HUD requirements, MPHA's MTW Agreement and local goals and objectives included in MPHA's MTW Annual Plans. These policies are available for public review.

The Statement of Corporate Policies is the controlling policy document governing the rental assistance programs administered by The Housing Authority of the City of Minneapolis, Minnesota ("Minneapolis Public Housing Authority" or "MPHA"). The Statement of Corporate Policies captures the Moving to Work Demonstration policy innovations in effect for the Housing Choice Voucher Program which includes Tenant-Based Rental Assistance, Project-Based Voucher Assistance, and any MPHA Sponsor-Based Assistance and for the Low-Income Public Housing Program. Finally, the Statement of Corporate Policies is organized around Minneapolis Public Housing Authority's guiding principles and its mission to promote and deliver well-managed homes to a diverse low-income population and, with partners, contribute to the well-being of the individuals, families, and community we serve.

The Statement of Corporate Policies is organized into the following chapters:

Chapter 1: General Policy Requirements

Chapter 2: Housing Choice Tenant-Based Program Policies

Chapter 3: Project-Based Voucher Assistance (PBV) Policies

Chapter 4: Public and Agency Owned Housing (to be inserted at a later date)

Administrative processes, operating procedures, protocols, and management practices for any policy, initiative, or approach shall be developed pursuant to this Statement of Corporate Policies and are subject to Minneapolis Public Housing Authority's prior review and approval. Such approval may be amended and/or withdrawn from time-to-time at the discretion of Minneapolis Public Housing Authority.

The Executive Director/Chief Executive Officer of Minneapolis Public Housing Authority, as vested by the Board of Commissioners, can authorize revisions, as appropriate, to this Statement of Corporate Policies in order to clarify the original intent of any policy enumerated herein without the prior approval of the Board of Commissioners, provided that any such revision to this Statement of Corporate Policies does not substantially change the original intent of any policy. Significant changes to major policy provisions in this Statement of Corporate Policies must be approved by the Board of Commissioners.

This Statement of Corporate Policies were adopted by the MPHA Board of Commissioners on 12/19/2018.

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CHAPTER 1: GENERAL POLICY REQUIREMENTS

1.1 OBJECTIVE

This Chapter 1 sets forth the general requirements applicable to all rental assistance programs covered under this MPHA Statement of Corporate Policies.

While there are policies that are unique to each rental assistance program (“Program-Specific Policies”), the General Policy Requirements represent certain fundamental policies that apply to all rental assistance programs, which are to be used in tandem with the Program-Specific Policies.

In the event of a conflict or question regarding the interpretation of the General Policy Requirements and Program-Specific Policies, the Legal and/or Policy Departments will provide opinions and ensure proper documentation and approvals.

In the event there should be any questions regarding the interpretation of the General Policy requirements and Program-Specific policies, the Legal Department and/or Policy Department will respond to any such policy questions.

1.2 MOVING TO WORK DEMONSTRATION

The Minneapolis Public Housing Authority (MPHA) was designated a Moving to Work Demonstration site, provided under Section 204(a) of the 1996 Appropriations Act. On January 9, 2008, Minneapolis Public Housing Authority entered into an Amended and Restated Moving to Work Agreement (MTW Agreement) with HUD, which was reviewed and extended to 2028 on December 15, 2015.

MPHA’s MTW Agreement provides that MPHA shall have flexibility to design and test various approaches for providing and administering housing assistance that reduce cost and achieve greater cost effectiveness in federal expenditures; give incentives to households with children whose heads of household are either working, seeking work, or are participating in job training, educational, or other programs that assist in obtaining employment and becoming economically self-sufficient; and increase housing choices for low income households.

MPHA is exempt from certain provisions of the U.S. Housing Act of 1937 and its implementing regulations. This allows MPHA to design and test innovative methods of providing housing and delivering services to low-income households in an efficient and effective manner. MPHA may adopt and implement policies for admission and occupancy, eligibility, selection and assignment, hardships, change in income, definition of elderly, reexamination’s, establishing rents, lease requirements, and other specific criteria. The policies MPHA has implemented pursuant to MTW are referenced in this Statement of Corporate Policies, MPHA’s MTW Agreement, and MPHA’s MTW Annual Plan.

Program policies related to the Housing Choice Voucher (HCV) Program and not addressed in this Plan are governed, as applicable, by MPHA’s MTW Agreement, Annual Plans and Federal statutes and regulations as well as other applicable law. The policies adopted by MPHA, under the MTW Agreement, will remain in force through the term of the Agreement and will supersede existing and applicable HUD requirements unless and until amended.

While recognizing that implementation of various policy initiatives may be immediate, progressive, or refined through various activities and demonstration programs, the implementation of these strategic initiatives, not expressly enumerated in MPHA’s MTW Annual Plan, may be advanced, provided such strategic initiatives are consistent with these policies and the spirit and intent of the authorizations under the MTW Agreement.

MPHA’s MTW Agreement and policies as set forth in this apply to all MPHA programs except as restricted, prohibited, or governed by law, and HUD grant agreements.

1.3 UPDATING AND REVISING

MPHA, from time to time, may make non-substantive changes and technical edits to its policies to clarify policy language.

MPHA may review and update the HCV and Public Housing Operating Procedures, when needed, to reflect changes in regulations, policies, MPHA operations, or when needed to ensure staff consistency in operation.

1.4 DEFINITIONS

1. 'Applicant' means any household that has applied for assistance under a Rental Assistance Program.
2. 'MPHA-Assisted Household' means any household that receives assistance under any one of MPHA's Rental Assistance Programs.
3. 'Participant' means Head-of-Household who represents the members of the MPHA-Assisted Household.
4. 'Covered Unit' means a Rental Assistance Program unit occupied by a MPHA-Assisted Household.
5. 'MPHA-Owned Community' means a property or development owned by MPHA.
6. "MPHA-Affiliate" means a property owned by MPHA but managed under a different legal structure.

1.5 FAIR HOUSING AND EQUAL OPPORTUNITY

MPHA supports all applicable Federal and State nondiscrimination and fair housing laws and applicable HUD regulations in all housing and program activities. MPHA responds to fair housing and equal opportunity complaints brought to its attention to ensure compliance with all applicable laws and regulations.

MPHA supports the protections afforded all victims of domestic violence, dating violence, sexual assault, and stalking under the *Violence Against Women Act*, regardless of sex, gender identity or sexual orientation.

MPHA acknowledges the importance of serving persons with Limited English Proficiency (LEP) in its Rental Assistance Programs, as applicable. Persons with LEP are individuals who, because of their national origin, do not speak English as their primary language and who have a limited ability to speak, read, write or understand English. In accordance with Federal guidelines, MPHA will make reasonable efforts to provide or arrange language assistance for program Applicants and members of MPHA-Assisted Households with LEP if they require such assistance in order to access MPHA Rental Assistance Program and related activities.

1.5.1 NON-DISCRIMINATION

MPHA treats all applicants and participants equally, providing the same opportunity to access services, regardless of family characteristics and background.

Federal regulations prohibit discrimination against certain protected classes and other groups of people. State and local requirements, as well as MPHA policies, can prohibit discrimination based on other factors.

Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity, and marital status.

MPHA takes steps to ensure that families and owners are fully aware of all applicable civil rights laws. As an example, during the briefing process, MPHA provides information to all applicants and households about civil rights requirements and the opportunity to rent in a broad range of neighborhoods.

MPHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment.

1.5.2 DISCRIMINATION COMPLAINTS

If an applicant or participant believes that any family member has been discriminated against by MPHA or an owner, the family should advise MPHA. MPHA will make reasonable efforts to determine whether the applicant's or participant's assertions have merit and take corrective action. In addition, MPHA will provide the applicant or participant with information about how to file a discrimination complaint.

MPHA shall not discriminate or retaliate against an applicant, public housing resident, Section 8/HCV participant or other program recipient because of disability, race, color, creed, religion, national origin or ancestry, familial status, sex, sexual preference, veteran status, public assistance status, marital status, age, or political affiliation. MPHA shall not retaliate against a person who claims discrimination. MPHA shall not deny benefits to an otherwise qualified person, solely based on a disability. MPHA shall give a qualified person with a disability through a reasonable accommodation an equal opportunity to participate in and benefit from its housing, aid, benefit or service.

1.5.3 REASONABLE ACCOMODATIONS POLICY

MPHA is committed to assisting persons with disabilities and will make reasonable accommodations in policies, procedures, rules and services when such accommodations are necessary to afford persons with disabilities an equal opportunity to participate in or benefit from its programs. Requests for accommodations must be reasonable, meaning Minneapolis Public Housing Authority are not required to provide accommodations which would cause either undue financial and administrative burden or a fundamental alteration in the nature of MPHA's Rental Assistance Programs. Requests for Reasonable Accommodations will be considered on a case-by-case basis so that consideration can be given to, among other factors, the cost of the requested accommodation, the benefits that the accommodation would provide to the requester and the availability of alternative accommodations that would effectively meet the requester's disability-related needs. These reasonable accommodations shall extend to the administration of MPHA's Rental Assistance Programs, as applicable, by Minneapolis Public Housing Authority, Agents with respect to application procedures and program participation.

1.5.4 LIVE-IN AIDE POLICY

A Live-in aide is a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

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

MPHA may approve a live-in aide as a reasonable accommodation, to make the program accessible to and usable by the family member with disabilities. The need for a Live-in Aide will require certification by a medical or other qualified professional having knowledge of the need. Approved live-in aides will not be considered household members of the Covered Unit.

As MPHA has the sole authority to approve a Live-in Aide, a Live-in Aide must demonstrate her/his suitability to reside in the Covered Unit prior to occupancy and continue to demonstrate her/his suitability and status as a Live-in Aide for as long as the Live-in Aide resides in the Covered Unit.

Live-in Aides must consent to screening requirements of Minneapolis Public Housing Authority as stated in the HCV Operating Procedures.

Live-in Aides, having no tenancy rights under state law or other rights to the Covered Unit under any Rental Assistance Program, as applicable, must vacate the Covered Unit if the Elderly or Disabled person they are

assisting ceases to qualify for a Live-in Aide, ceases to qualify for the Covered Unit, or vacates the premises, which in any case shall result in the Live-in Aide having no right to continue to reside in the Covered Unit or to receive rental assistance or to remain on the premises.

Further, Minneapolis Public Housing Authority, to require a Live-in Aide, who is not a member of the MPHA-Assisted Household and therefore not afforded the protections of the Lease or any agreement between MPHA and the Owner Entity pursuant to any Rental Assistance Program, as applicable, to vacate the Covered Unit if he or she is no longer performing as a Live-in Aide in the Covered Unit or exhibits such other behavior that is deemed disruptive to the community and/or its residents or causes the tenant to violate the terms of the lease.

1.5.5 LIMITED ENGLISH PROFICIENCY

MPHA acknowledges the importance of serving persons with Limited English Proficiency (LEP) in its Rental Assistance Programs, as applicable. Persons with LEP are individuals who, because of their national origin, do not speak English as their primary language and who have a limited ability to speak, read, write or understand English. In accordance with Federal guidelines, MPHA, Owner Entities and Management Agents will make reasonable efforts to provide or arrange language assistance for program Applicants and members of MPHA Assisted Households with LEP if they require such assistance in order to access MPHA's Rental Assistance Programs and related activities.

1.5.6 VIOLENCE AGAINST WOMEN ACT (VAWA)

MPHA supports the protections afforded all victims of domestic violence, dating violence, sexual assault, and stalking under the Violence Against Women Act, regardless of sex, gender identity or sexual orientation, and applies such protections in its rental assistance programs in accordance with all nondiscrimination and fair housing requirements.

1.6 DEFINITIONS OF FAMILY

A. Family includes, but is not limited to, regardless of marital status, actual or perceived sexual orientation, or gender identity, the following:

1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or,
2. A group of persons residing together, and such group includes, but is not limited to:
 - a. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - b. An elderly family;
 - c. A near-elderly family;
 - d. A disabled family;
 - e. A displaced family; and,
 - f. The remaining member of a tenant family.

B. Elderly family means a family whose head (including co-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.

C. Disabled family means a family whose head (including co-head), spouse, or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

E. Any member of a MPHA-Assisted Household who is (i) under the age of 18, (ii) a person (other than the head, co-head or spouse) with a verified qualifying disability, or (iii) a full-time student (subject to documented verification) up to the age of 24 will be considered a dependent of the MPHA-Assisted Household ("Dependent"). The definition of a "person with disabilities" in this context is consistent with HUD's definition of a "person with disabilities" for program eligibility purposes (Appendix C).

MPHA has the discretion to determine if any other group of persons qualifies as a family.

Every individual and family must meet all program eligibility requirements to participate in a rental assistance program. This includes any individual approved to join the family after the family has been admitted to the program. The family must provide any information requested by MPHA to confirm eligibility and determine the level of the family's assistance.

1.7 CRIMINAL HISTORY SCREENING

Applicants to MPHA's Rental Assistance Programs and MPHA-Assisted Households under one of MPHA's Rental Assistance Programs may either be denied admission to or terminated from the Rental Assistance Program, as applicable, if any of their household members are or have been engaged in criminal activity that could reasonably be expected to indicate a threat to the health, safety or welfare of others, including other residents, and the agents and employees of Minneapolis Public Housing Authority, Owners, and/or Management Agents. There is no presumption, however, that an applicant with a criminal history should be denied assistance. Rather, MPHA will, in compliance with federal regulations 24 C.F.R. § 960.203(d), give each applicant consideration "to the time, nature, and extent of the applicant's conduct, including the seriousness of the offense." In addition, MPHA will give consideration to mitigating factors, if any, and factors which might indicate a reasonable probability of favorable future conduct.

Offenses Specifically Identified By HUD

Applicants must be denied admission if any member of their households:

- Has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing; or
- Is subject to a lifetime registration requirement under a State sex offender registration program.

For all other criminal convictions, MPHA will consider whether an applicant should be admitted or denied housing in accordance with the Criminal History Screening Criteria set-forth in the MPHA HCV Operating Procedures.

Adverse Criminal History Decisions

Prior to an adverse decision based on criminal activity, affected applicants and MPHA-Assisted Households will receive notification of the proposed adverse decision and will receive an opportunity to dispute the accuracy and relevance of a criminal record. MPHA will give consideration to the nature, recency, and seriousness of the offense, rehabilitation if any, community support, and employment history. The dispute processes for adverse criminal history decisions are set forth in the MPHA HCV Operating Procedures.

1.8 FRAUD AND MISREPRESENTATION

Applicants to MPHA's Rental Assistance Programs and MPHA-Assisted Households under one of MPHA's Rental Assistance Programs are required to provide truthful, complete information to Minneapolis Public Housing Authority, Owners and Management Agents, including but not limited to information relating to participation in other housing subsidy programs, income from all sources, employment status of all household members, household composition, criminal history and other requested household background information to qualify for initial eligibility and continued residency in an Covered Unit.

Such Applicants and MPHA-Assisted Households who engage in acts of fraud and misrepresentation are subject to loss of program benefits, reimbursement of subsidy assistance, and prosecution under State and Federal laws, and where appropriate, will be referred for such prosecution by Minneapolis Public Housing Authority.

In addition, such Applicants and MPHA-Assisted Households who have made any intentional misrepresentation, or who have omitted or misrepresented material information, at the time of admission, during any subsequent recertification and/or lease renewal, or at any other time shall be denied admission or be subject to termination or non-renewal of tenancy, as applicable. Such Applicants and MPHA-Assisted Households will be afforded the right to an informal review or hearing, as applicable, pursuant to this State of Corporate Policies.

1.9 SPECIAL PROGRAMS, POLICIES, AND STRATEGIC INITIATIVES

Minneapolis Public Housing Authority, in its discretion and with the approval of the Executive Director/CEO, may establish special programs, special admissions policies, operational protocols and/or strategies designed to address economic, human development or self-sufficiency programs, relocation activities, displacement related to real estate development initiatives, MTW initiatives, pilot programs, safe and secure community enhancements, the use of bona fide law enforcement agencies or personnel, and homeownership opportunities.

1.91 SUPPORTIVE HOUSING

MPHA determined that there was a need to develop housing assistance policies for special needs populations such as the homeless, persons with disabilities, persons with mental health or developmental disabilities, U.S. military veterans, at-risk families and youth and other targeted groups who are enrolled in supportive services programs and who require a stable housing arrangement to ensure the effectiveness of their respective supportive services plans.

The Supportive Housing Policies apply to rental assistance programs and pilot programs characterized as being either: (i) Placed-based programs in which project based rental assistance commitments have been made by MPHA or funded with public housing operating subsidies; or (ii) Tenant-based programs for which MPHA may use Housing Choice tenant-based vouchers, special purpose vouchers and/or grants.

MPHA's project-based funds an array of supportive housing initiatives including:

- Homeless drug abusing pregnant women and women with children
- Low-income single parents with below functioning education and communications skills
- Women and children who are victims of family violence
- Homeless families, children and single adults
- Families with multiple issues including chemical dependency, mental health and criminal behavior
- Native populations who have drug and alcohol dependency issues
- MFIP (Welfare Families) with more than four children
- Seniors who cannot live independently
- Individuals with severe mental illness
- Youths and runaways whose families are unable or unwilling to provide housing

The Supportive Housing Policies set forth certain policies that authorize the establishment of operating procedures in support of local initiatives developed solely for the purpose of addressing the local needs of at-risk populations,

1.10 RESPONSE TO FEDERALLY DECLARED DISASTERS

MPHA identified several areas that would increase the agency's effectiveness in responding to the emergency housing needs of those affected by local and national emergencies and disasters. The Board of Commissioners approved the Emergency Operating Policy giving the Executive Director a broad range of authority in responding to crises, including:

- The authority to declare an emergency that gives the Executive Director the authority to utilize available reserves and/or reallocate funds to address matters that arise as a result of the emergency, such as for making immediate repairs to MPHA property, retaining vendors and suppliers without observing the provisions of the agency's Procurement Policy, and taking other measures that protect MPHA property and the safety of its residents.
- The authority to depart from the provisions of the MPHA Statement of Corporate Policies and the Section S Administrative Plan to allow for the emergency opening of any closed waiting list for access by families who have lost housing as the result of the declared emergency, to assign preferences to those families

moving them to the top of the applicable waiting list and waiving normally observed screening criteria subject only to Federal restrictions.

- The directive to coordinate MPHA's emergency operating actions with the City of Minneapolis Department of Emergency Preparedness, Hennepin County and other organizations and agencies as the Executive Director deems necessary and appropriate.

CHAPTER 2: HOUSING CHOICE TENANT-BASED PROGRAM POLICIES

2.1 INTRODUCTION

This chapter covers the Program-Specific Policies for the Housing Choice Tenant-Based Program (“HCV Program”). The General Policy Requirements for Rental Assistance Programs set forth in Chapters 1 are applicable to this Chapter.

The operating division designated by Minneapolis Public Housing Authority is responsible for performing all program management functions related to the implementation and administration of the HCV Program. Under the general direction of MPHA Executive Leadership, the HCV management team is responsible for developing and implementing written Program operating procedures (“Operating Procedures”) that are consistent with the policies outlined in this HCV Program Policy Manual.

The terms Applicant and Participant are defined to include all household members with respect to their compliance with the Housing Choice Tenant-Based Program Policies set forth in this Chapter of the HCV Statement of Corporate Policies and implemented through the HCV Operating Procedures.

2.2 ADMISSION TO THE HCV PROGRAM

2.2.1 WAITING LIST NOTIFICATION AND APPLICATION PROCESS

MPHA maintains waiting lists to determine priority of placement into the HCV program. MPHA will comply with all Fair Housing and Equal Opportunity requirements applicable to public notices announcing the opening and closing of the Program waiting list (“Waiting List”) for a Housing Choice Tenant-Based Voucher (“Voucher”).

MPHA will make reasonable efforts to provide adequate notification to potential applicants with respect to applicant eligibility, the period of the opening, reasonable accommodations opportunities and other details related to the acceptance of applications to the Waiting List as set forth in the Operating Procedures.

2.2.2 ORGANIZATION AND MAINTENANCE OF THE WAITING LIST

MPHA, in its discretion, may establish reasonable procedures related to the Waiting List, including but not limited to criteria for evaluating waiting list information provided by Applicants, procedures for the selection of Applicants (including the implementation of residency and other local preferences), Applicant responsibilities and requirements for notifying MPHA of any changes to their application, and for responding to requests for information. The methods of processing Applicants on the Waiting List and the processes for organizing, updating and maintaining Applicant records are set forth in the Operating Procedures

2.2.3 SPECIAL ADMISSIONS

Minneapolis Public Housing Authority may accept applications from eligible households who have relocated from a community owned by Minneapolis Public Housing Authority due to demolition, repositioning, disposition or other related Minneapolis Public Housing Authority activities without opening the Waiting List.

MPHA, at the discretion of the Executive Director/CEO, may authorize the special admission of eligible and qualified applicants to the Program, in order to implement special initiatives; offer homeownership opportunities to eligible households; admit households impacted by an owner opt-out of a housing assistance contract on a HUD-insured multi-family development; and/or address an urgent local need as determined and approved by MPHA including, but not limited to, foreclosure assistance and natural disasters, assistance to eligible victims of domestic violence pursuant to the *Violence Against Women Act*, pilot programs for at-risk populations, relocation activities and mitigation of displacement related to real estate development initiatives.

Special admissions may also be approved, as a reasonable accommodation, for transfer assistance to an eligible and qualified person with a verifiable disability who resides in an MPHA-Owned Community or

whose name is on a transfer/waiting list to be assisted who requires a UFAS Accessible Unit. Additionally, The Executive Director has the authority to allocate vouchers for special programs that meet the goals of the mission of MPHA.

An Applicant may be denied due to failure to meet HCV Program eligibility requirements or eligibility requirements specific to the special admission program.

2.2.4 ELIGIBILITY DETERMINATION

An Applicant desiring to participate in the Program must complete a full application in accordance with the Operating Procedures and demonstrate that:

- (a) Applicant meets one of the definitions of Family;
- (b) Applicant's total household income verified for the initial eligibility determination does not exceed the MPHA limit for the household size;
- (c) Applicant fully satisfies applicable statutory and HUD's regulatory requirements for citizenship and/or eligible immigrant status;
- (d) Applicant has an acceptable criminal background record; and
- (e) Applicant is able to comply with all Program Family obligations.

An Applicant's qualifications for Participation must be verified through appropriate documentation as set forth in the Operating Procedures.

MPHA will notify Applicants, in writing, of an ineligibility determination. Such notification will set forth the reasons for the ineligibility determination and provide instructions regarding how the ineligible Applicant may request a review of the determination.

2.3 PROGRAM PARTICIPATION

2.3.1 PARTICIPANT BRIEFINGS

When an Applicant is determined to be eligible for the Housing Choice Voucher (HCV) program, and prior to voucher issuance, MPHA will provide the opportunity for the new Participant to fully understand the way the program operates and the family's obligations under the program. This is accomplished through both a Participant Briefing and provision of a briefing packet containing the HUD-required documents and other information the Participant and their family needs to know to lease a unit under the program.

Participants are required to participate in a Participant Briefing that provides an overview of the program to educate applicants regarding program procedures, family obligations, compliance program requirements, and available housing opportunities. The Participant Briefing will be conducted in accordance with the Operating Procedures.

2.3.2 VOUCHER ISSUANCE

Vouchers are initially issued to Participants for a reasonable period of time in accordance with the HCV Operating Procedures. Extensions to the term of the Voucher may be granted on a case-by-case basis for a reasonable accommodation requests and other reasonable requests related to a MPHA special program. The procedures for granting extensions and the maximum term are set forth in the Operating Procedures.

2.3.3 VOUCHER SIZE

MPHA will establish guidelines that determine the number of bedrooms needed for families of different sizes and compositions. These guidelines, as detailed in the Operating Procedures, are used to determine the family unit size (also known as the voucher size) a particular family should receive.

For each family, MPHA determines the appropriate number of bedrooms under MPHA subsidy standards and enters the family unit size on the voucher that is issued to the family. The family unit size does not dictate the size of unit the family must actually lease, nor does it determine which household members will share a bedroom.

To avoid overcrowding and the conditions that may arise from overcrowding, the Voucher Size of the Voucher issued to each eligible Applicant/Participant will be determined in accordance with Operating Procedures based on the verifiable needs of the household. As a general rule, no more than two people may occupy a bedroom. However, in considering a request made by a Participant, a variety of factors, including, but not limited to, the number of people in the household, the age and gender of household members, special needs and reasonable accommodations, may be approved by Minneapolis Public Housing Authority in determining Voucher Size.

2.3.4 TRANSFER OF ASSISTANCE

An Applicant/Participant cannot transfer her/his Voucher to another person or family. There is no expressed nor implied right that permits or entitles the selective transfer of a Voucher that was issued to an Applicant for her/his exclusive use as head-of-household on behalf of an assisted household.

If the Voucher holder, as the head-of-household of a housing unit assisted under the Program, abandons, leaves, moves out of or is involuntarily removed from the household or dies, MPHA will determine the disposition of the Voucher with respect to the remaining members of the household in accordance with the Operating Procedures.

2.3.5 SUITABILITY

MPHA determines Applicant/Participant eligibility for the HCV Program in accordance with the Operating Procedures but does not otherwise screen Applicants/Participants as to their suitability as tenants. It is the rental property owner's (Owner/Landlord) responsibility, not MPHA's responsibility, to screen and make its own determination regarding the suitability and acceptability of Participants as prospective tenants using the Owner/Landlord's own screening criteria in compliance with the Fair Housing Act and other applicable requirements.

2.3.6 PARTICIPANT OBLIGATIONS AND RESPONSIBILITIES

Participants must occupy their assisted unit as their sole place of residence and conduct themselves in an acceptable and responsible manner that would not adversely impact the quiet and peaceful enjoyment of the premises and neighborhood by other community residents.

Participants must meet and comply with all family obligations set forth in this HCV Statement of Corporate Policies as implemented through the HCV Operating Procedures, including, but not limited to those obligations relating to lease violations, housekeeping, criminal activity prohibitions, and other health and safety concerns.

2.3.7 PROGRAM MOVE

A Participant must give written notice to the Owner/Landlord and to Minneapolis Public Housing Authority of intent to move from a unit assisted under the Program pursuant to the terms of the lease between the Participant and the Owner/Landlord and the Participant's obligations under the Program ("Program Move").

Minneapolis Public Housing Authority, at its discretion, may initiate a Program Move due to Owner/Landlord non-compliance with Program requirements; requests for reasonable accommodations; victim protection under the Violence Against Women Act; relocation activities; pilot program requirements for at-risk populations; and other reasons as set forth in the Operating Procedures.

The procedures, processes and general administrative guidelines governing Program Moves are set forth in the Operating Procedures.

Participants undergoing a Program Move may be required to attend a Family Briefing as set forth in the Operating Procedures.

2.3.8 PORTABILITY

Voucher portability procedures, processes and general administrative practices are set forth in the Operating Procedures.

Voucher portability to another jurisdiction will generally follow the applicable HUD rules and regulations unless modified by an interjurisdictional cooperative agreement and applicable authorizations under Minneapolis Public Housing Authority's MTW Agreement.

Minneapolis Public Housing Authority, in its discretion, may place reasonable criteria on the ability of HCV Participants to port outside of its jurisdiction. Such restrictions may include, but will not be limited to, Program tenure, status of current Lease and other restrictions relating to compliance with family obligations under the HCV Program.

2.4 INCOME AND VERIFICATION

2.4.1 DETERMINING HOUSEHOLD INCOME

A family's income determines eligibility for assistance and is also used to calculate the family's payment and MPHA's subsidy. Once annual income has been established, MPHA subtracts from annual income the deductions for which a family qualifies in order to determine adjusted income. MPHA uses the guidelines and methods set forth in the HCV Operating Procedures to ensure that only eligible families receive assistance and that families pay the appropriate amount as set forth in this policy and in the MTW Plan, as applicable.

2.4.2 VERIFICATION AND DOCUMENTATION OF INCOME

MPHA verifies all information that is used to establish the family's eligibility and level of assistance and must obtain written authorization from the family in order to collect the information, if the information is not provided directly from the family. Applicants/Participants must cooperate with the verification process as a condition of receiving assistance.

MPHA, in its discretion, may establish reasonable verification procedures and documentation requirements to ensure program integrity. These guidelines and methods are set forth in the HCV Operating Procedures.

2.4.3 FAMILY CONSENT FOR RELEASE OF INFORMATION

The family must supply any information that MPHA deems necessary for the administration of the program and must consent to MPHA verification of that information.

All adult family members must each sign consent forms as needed to collect information relevant to the family's eligibility and level of assistance. If any family member who is required to sign a consent form fails to do so, MPHA may deny admission to Applicants and terminate assistance of Participants. The family may request an informal review (applicants) or informal hearing (participants) in accordance with MPHA's hearing procedures as set forth in the Operating Procedures.

2.5 CALCULATING RENT SUBSIDY AND FAMILY SHARE

MPHA's MTW Agreement authorizes MPHA to make determinations and establish procedures with respect to calculation of income, tenant rent portion, payment standards, rent reasonableness methodologies, and reasonable contract rents and increases to such rents, as set forth in the HCV Operating Procedures.

MPHA, in its discretion, may explore, establish and implement different rent structures to further align the Program with private sector practices as well as to maximize the use of the subsidy resource to promote and support economic independence among Program Participants. MPHA's policies regarding payment standards and rent determinations support effective strategies for the deconcentration of poverty by providing participants with meaningful and broader housing opportunities in order to access quality affordable housing.

MPHA may periodically revise the subsidy tables to adjust for current utility costs and other established variables. Revisions to the subsidy tables may be effective on an MPHA-determined effective date or at the family's next regular reexamination. MPHA will make this determination at the time the tables are revised as set forth in the HCV Operating Procedures.

2.5.1 TOTAL TENANT PAYMENT

The rent payable by an MPHA-Assisted Household to the Owner of a Covered Unit is the net tenant rent to owner ("Total Tenant Payment"). Determinations of the Total Tenant Payment are in accordance with the HCV Operating Procedures established for the applicable Rental Assistance Program.

2.5.2 UTILITY ALLOWANCE SCHEDULE

The Utility Allowance Schedule will be analyzed on a periodic and ongoing basis in order to identify any fluctuations and trends in the cost of utilities and certain services within Minneapolis Public Housing Authority's jurisdiction. If such analysis reveals an extraordinary increase in the cost of utilities and certain services that will have a discernible impact on MPHA-Assisted Households, Minneapolis Public Housing Authority will revise the Utility Allowance Schedule and implement it within a reasonable time frame in order to preserve housing affordability for MPHA-Assisted Households. Such ongoing analysis notwithstanding, Minneapolis Public Housing Authority will conduct a comprehensive review of the cost of utilities and certain services on an annual basis and issue a Utility Allowance Schedule each calendar year. Based on its ongoing review and analysis of the cost of utilities and certain services and allowance expenses, Minneapolis Public Housing Authority will continue to examine strategies and policies that lead to cost-effective measures and operating efficiencies that will promote the sustainability of the applicable Rental Assistance Program.

2.5.3 AFFORDABILITY

In order to preserve housing affordability for all MPHA-Assisted Households under any of MPHA's Rental Assistance Programs, Minneapolis Public Housing Authority may establish affordability caps. These caps are a maximum percentage of the household's monthly adjusted income that can be applied to rent and utilities ("Rent Burden"), as determined by a Rent Burden Analysis of all MPHA-Assisted Households for each of MPHA's Rental Assistance Programs.

2.5.4 MINIMUM RENT

Minneapolis Public Housing Authority may establish a minimum rent for its respective Rental Assistance Programs.

All MPHA households paying minimum rent will be referred to as "minimum rent" households. MPHA may periodically revise the minimum rent.

Under certain circumstances, MTW households will be permitted to request a financial hardship exemption from the minimum rent policies as set forth in the Operating Procedures.

2.5.5 REASONABLE ACCOMMODATIONS AND PAYMENT STANDARDS

If a family requires a higher payment standard as a reasonable accommodation for a family member who is a person with disabilities, MPHA may establish a higher payment standard for the family.

2.5.6 RENT REASONABLENESS AND CONTRACT RENT

Except in the case of certain LIHTC- and HOME-assisted units, no HAP contract can be approved until MPHA has determined that the rent for the unit is reasonable. The purpose of the rent reasonableness test is to ensure that a fair rent is paid for each unit rented under the HCV program.

A reasonable rent is a rent that does not exceed the rent charged for comparable, unassisted units in the same market area. Owners may not charge more for assisted units than for comparable units on the premises.

At all times during assisted tenancy, MPHA will ensure that the rent to the owner does not exceed the reasonable rent as most recently determined or re-determined by MPHA.

Rent reasonableness guidelines, methodologies, and processes are set-forth in the HCV Operating Procedures.

2.5.7 MPHA-OWNED UNITS

In cases where an HCV family is receiving assistance in an MPHA-owned unit, MPHA will obtain the services of an independent entity to determine rent reasonableness in accordance with program requirements, and to assist the family in negotiating the contract rent when the family requests assistance. The independent agency must communicate the results of the rent reasonableness determination to the family and to MPHA. The independent agency must be approved by HUD and may be the unit of general local government for MPHA jurisdiction (unless MPHA is itself the unit of general local government or an agency of such government).

2.5.8 OWNER-INITIATED RENT INCREASES

Owner requests for rent increases will be accepted for consideration after the initial lease term and once every year thereafter. Initial rents remain in effect during the initial lease term. Rent increase requests are subject to the MPHA determination that the requested rent is reasonable.

Guidelines for how rent increases are communicated and processed are set-forth in the MPHA HCV Operating Procedures.

2.6 RECERTIFICATIONS/REEXAMINATIONS

Minneapolis Public Housing Authority, as applicable, will reexamine the income, family composition and program compliance of each MPHA-Assisted Household on a periodic basis, whether annually, on an optional interim basis or over some longer interval of time, in accordance with the authorizations under the MTW Agreement and as set forth in the HCV Operating Procedures.

Recertification requirements and the obligations and responsibilities of MPHA-Assisted Households with respect to such requirements are set forth in various written communications and guidelines in accordance with the HCV Operating Procedures.

2.6.1 INTERIM RECERTIFICATIONS

MPHA may conduct interim reexaminations of income or family composition at any time. Between scheduled MPHA reexaminations, MPHA determines what kinds of information about changes in family circumstances must be reported, what payment standard is applied considering the current conditions, and under what circumstances MPHA will process interim reexaminations to reflect those changes.

MPHA may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint. Reexamination guidelines and methods are set forth in the HCV Operating Procedures.

MPHA will notify the owner and family of any changes in the amount of the HAP payment.

2.7 INSPECTIONS

2.7.1 QUALITY UNITS

Minneapolis Public Housing Authority will inspect or confirm the inspection of each unit receiving or expected to receive HCV subsidy assistance to determine if the unit meets MPHA inspection standards ("MPHA Enhanced Inspection Standards"). MPHA may establish and amend its standards periodically to ensure that rental units under the HCV Program offer Participants quality housing in healthy communities and units meet local codes for rental housing. Types and frequency of inspections, enforcement, and reporting of inspection results are set-forth in the Operating Procedures.

It is the goal of the HCV Program to provide opportunities for all Participants to reside in rental units in neighborhoods that promote and enhance educational and employment goals, good citizenship, and peaceful and cooperative community living. Factors such as levels of concentrated poverty, neighborhood crime, proximity to good neighborhood schools, access to public transportation, and access to retail businesses, among other factors, will be considered. Unit, site, and neighborhood conditions must continue to meet MPHA Enhanced Inspection Standards for as long as the assisted unit remains on the HCV Program.

Minneapolis Public Housing Authority, in its discretion, can deny the participation of Owners/Landlords with substandard or marginal rental units (including rental units in areas that do not meet Minneapolis Public Housing Authority site and neighborhood standards) for Program participation.

MPHA, in its discretion, may develop and implement procedures and practices governing the abatement of housing assistance payments payable to Owners/Landlords in the event a rental unit assisted under the HCV Program fails to comply with the MPHA Enhanced Inspection Standards. The procedures and practices established under this policy will be set forth in the HCV Operating Procedures.

2.7.2 MODIFICATIONS TO PROVIDE ACCESSIBILITY

Modifications to units to provide access for a person with a disability must meet all applicable MPHA inspection requirements and conform to the design, construction, or alteration of facilities contained in the UFAS and the ADA Accessibility Guidelines.

Under the Fair Housing Act of 1988 an owner must not refuse the request of a family that contains a person with a disability to make necessary and reasonable modifications to the unit. Such modifications may be at the family's expense.

Any owner that intends to negotiate a restoration agreement or require an escrow account must submit the agreement(s) to MPHA for review.

2.7.3 LIFE THREATENING CONDITIONS

HUD requires MPHA to define life threatening conditions and to notify the owner or the family (whichever is responsible) of the corrections required. The responsible party must correct life threatening conditions within 24 hours of MPHA notification. MPHA's definition of life-threatening conditions can be found in the HCV Operating Procedures.

If an owner fails to correct life threatening conditions as required by MPHA, the housing assistance payment will be abated, and the HAP Contract may be terminated.

If a family fails to correct a family-caused life-threatening condition as required by MPHA, MPHA may terminate the family's assistance.

The owner will be required to repair an inoperable smoke detector unless MPHA determines that the family has intentionally disconnected it (by removing batteries or other means). In this case, the family will be required to repair the smoke detector within 24 hours.

If Risk Assessor (i.e. Hennepin County or other certified Risk Assessor) determines that abating the lead-based paint will be unsafe for the family, the owner will be required to provide temporary alternative housing during the abatement of the lead-based paint.

2.7.4 FREQUENCY OF INSPECTIONS

To ensure ongoing compliance with the MPHA Enhanced Inspection Standards, Minneapolis Public Housing Authority inspects or coordinates the inspection of all rental units assisted under the HCV Program prior to occupancy, on a periodic but planned basis and under special circumstances related to health and safety issues and quality assurance measures in accordance with the procedures, processes and general administrative practices set forth in the Operating Procedures.

MPHA may establish a process in the HCV Operating Procedures that would permit a high performing Owner/Landlord with a high-quality property to self-certify that any rental unit under the Program in such property complies with the MPHA Enhanced Inspection Standards without the need for an inspection by MPHA. The Operating Procedures would also set forth the qualifications of high-performing Owners/Landlords, the quality benchmarks for eligible properties, the self-certification process and quality control measures.

2.7.5 OWNER AND FAMILY RESPONSIBILITIES

Family Responsibilities

The family is responsible for correcting the following Inspection deficiencies:

- Tenant-paid utilities not in service
- Failure to provide or maintain appliances owned by the family
- General Housekeeping throughout the interior/exterior of the property
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear that results in a breach of the HQS. "Normal wear and tear" is defined as items which could not be charged against the tenant's security deposit under state law or court practice.

Owner Responsibilities

The owner is responsible for all Inspection violations not listed as a family responsibility above, even if the violation is caused by the family's living habits (e.g., vermin infestation). However, if the family's actions constitute a serious lease violation the owner may take legal action to evict the family.

If the owner fails to maintain the dwelling unit in accordance with MPHA Inspection standards, MPHA will take action to enforce the owner obligations, which may include abatement or reduction of HAP payments and termination of the HAP contract.

MPHA may establish additional responsibilities of the Owner and Participants in meeting and or addressing MPHA Enhanced Inspection Standards. These expectations are set forth in the Operating Procedures.

2.7.6 LEAD-BASED PAINT REQUIREMENTS AND SPECIAL REQUIREMENTS FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL

Lead-based paint requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children under six years of age, excluding zero-bedroom dwellings. Owners must:

- Disclose known lead-based paint hazards to prospective tenants before the lease is signed

- Provide all prospective families with "Protect Your Family from Lead in Your Home"
- Stabilize deteriorated painted surfaces and conduct hazard reduction activities when identified by the PHA
- Notify tenants each time such an activity is performed
- Conduct all work in accordance with HUD safe practices
- As part of ongoing maintenance ask each family to report deteriorated paint

MPHA adheres to all HUD regulations regarding the inspection for and response to the presence of possible or confirmed lead-based paint. Guidelines for verifying, reporting, and following-up on the detection, investigation and abatement of lead paint and Elevated Blood Lead Levels in children under 6 years of age are followed, as set forth by HUD and detailed in the HCV Operating Procedures.

2.8 LEASING AND HOUSING ASSISTANCE PAYMENT (HAP) CONTRACTS

In order for MPHA to assist a family in a particular dwelling unit, or execute a Housing Assistance Payments (HAP) contract with the owner of a dwelling unit, MPHA will determine that all the following program requirements are met:

- The unit itself must qualify as an eligible unit;
- The unit must be inspected and meet MPHA Inspection Standards;
- The unit must be suitable for the family size, meeting MPHA's Subsidy Standards;
- The lease offered by the owner must be approvable and must include the required Tenancy Addendum;
- The rent to be charged by the owner for the unit must be reasonable;
- The owner must be an eligible owner, approvable by MPHA, with no conflicts of interest;
- Any additional criteria set-forth in the MPHA HCV Operating Procedures.

The HAP contract represents a written agreement between MPHA and the owner of the dwelling unit occupied by an HCV assisted family. The contract spells out the owner's responsibilities under the program, as well as MPHA's obligations. Under the HAP contract, MPHA agrees to make housing assistance payments to the owner on behalf of a specific family occupying a specific unit.

The HAP contract is the controlling agreement that defines the business relationship between Minneapolis Public Housing Authority and Owners/Landlords. It is used for all HCV program tenancies except for assistance under the homeownership program, and assistance to families that own a manufactured home and lease the space.

During the term of the HAP contract, and subject to the provisions of the HAP contract, MPHA will make monthly HAP payments to the owner on behalf of the family, at the beginning of each month. If a lease term begins after the first of the month, the HAP payment for the first month is prorated for a partial month.

The amount of the HAP is determined according to the policies described in this Chapter and in the MPHA HCV Operating Procedures and is subject to change during the term of the HAP contract. MPHA will notify the owner and the family in writing of any changes in the HAP payment.

The HAP contract must be executed no later than 60 calendar days from the beginning of the lease term. MPHA will not pay any housing assistance payment to the owner until the HAP contract has been executed. Any HAP contract executed after the 60-day period is void, and MPHA may not pay any housing assistance payment to the owner

Owner Certification of Compliance

Unless the owner complies with all provisions of the HAP contract, the owner is not entitled to receive housing assistance payments under the HAP contract.

Late HAP Payments

MPHA is responsible for making HAP payments promptly when due to the owner, in accordance with the terms of the HAP contract.

Penalties for late HAP payments can only be imposed if 1) the penalties are in accordance with generally accepted local rental market practices and law governing penalties for late payment by tenants; 2) it is the owner's normal business practice to charge late payment penalties for both assisted and unassisted families; and 3) the owner charges the assisted family for late payment of the family's share of the rent.

MPHA is not required to pay a late payment penalty if it determines that the payment is late for reasons beyond its control. In addition, late payment penalties are not required if MPHA intentionally delays or denies payment as a remedy to an owner breach of the HAP contract.

Termination of HAP Payments

MPHA will continue making housing assistance payments to the owner in accordance with the HAP contract as long as the tenant continues to occupy the unit and the HAP contract is not violated. The HAP payments terminate when the HAP contract terminates or when the tenancy is terminated in accordance with the terms of the lease.

If the owner has initiated eviction proceedings against the family and the family continues to reside in the unit, MPHA will continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant. MPHA will continue such payments until the family moves from, or is evicted from the unit, whichever is earlier. The owner must inform MPHA when the owner has obtained a court judgment or other process allowing the owner to evict the tenant and provide MPHA with a copy of such judgment or determination. The owner must inform MPHA of the date when the family actually moves from the unit or the family is physically evicted from the unit,

Breach of HAP Contract

Any of the following actions by the owner constitutes a breach of the HAP contract:

- If the owner violates any obligations under the HAP contract including failure to maintain the unit in accordance with MPHA Enhanced Inspection Standards;
- If the owner has violated any obligation under any other HAP contract under Section 8;
- If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable program; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan;
- If the owner has engaged in drug-related criminal activity; or
- If the owner has committed any violent criminal activity.

If MPHA determines that a breach of the HAP contract has occurred, it may exercise any of its rights and remedies under the HAP contract.

HAP Contract Term And Terminations

The term of the HAP contract runs concurrently with the term of the dwelling lease, beginning on the first day of the initial term of the lease and terminating on the last day of the term of the lease, including any lease term extensions.

The HAP contract and the housing assistance payments made under the HAP contract terminate if:

- The owner or the family terminates the lease;
- The lease expires;
- MPHA terminates the HAP contract;
- MPHA terminates assistance for the family;
- The family moves from the assisted unit. In this situation, the owner is entitled to keep the housing assistance payment for the month when the family moves out of the unit.
- 180 calendar days have elapsed since MPHA made the last housing assistance payment to the owner;
- The family is absent from the unit for longer than the maximum period permitted by MPHA;
- The Annual Contributions Contract (ACC) between MPHA and HUD expires; or

- MPHA elects to terminate the HAP contract.

MPHA may elect to terminate the HAP contract in each of the following situations:

- Available program funding is not sufficient to support continued assistance for families in the program;
- The unit does not meet MPHA Enhanced Inspection Standards size requirements due to change in family composition;
- The unit does not meet MPHA Enhanced Inspection Standards;
- The family breaks up;
- The owner breaches the HAP contract;
- The owner fails to maintain current rental license;
- The owner's rental unit is foreclosed; or
- If a unit has gone through the foreclosure process and the new owner will occupy the unit as a primary residence and has provided the tenant with a notice to vacate at least 90 days before the effective date of such notice

Once a HAP contract is terminated, no further HAP payments may be made under that contract.

Enhancements to HAP and Tenancy Addendum

Minneapolis Public Housing Authority may develop enhanced versions of the HAP and Tenancy Addendum in order to attract and retain high-quality units and multi-family communities in the Program.

Change In Ownership / Assignment Of The HAP Contract

The HAP contract cannot be assigned to a new owner without the prior written consent of MPHA. The owner must supply all information as requested by MPHA. If the new owner does not agree to an assignment of the HAP contract, or fails to provide the necessary documents, MPHA will terminate the HAP contract with the old owner. If the new owner wants to offer the family a new lease, and the family elects to stay with continued assistance, MPHA will process the leasing of the unit.

2.8.1 TENANT SCREENING

MPHA has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy.

The owner is responsible for the screening and selection of the family to occupy the owner's unit.

MPHA will not disclose to the owner any confidential information provided by the family in response to an MPHA request for documentation of domestic violence, dating violence, sexual assault, or stalking except with the written consent of the individual providing the documentation.

2.8.2 REQUEST FOR TENANCY APPROVAL

After the family is issued a voucher and locates an eligible unit with an owner or landlord willing to participate in the voucher program, the owner and the family must request MPHA approval of the assisted tenancy in the selected unit by submitting a Request for Tenancy Approval Form (RFTA).

The family may not submit, and MPHA will not process, more than one (1) RFTA at a time.

Specific criteria and information about the processing of RFTA are set forth in the HCV Operating Procedures.

2.8.3 OWNER PARTICIPATION

MPHA may establish criteria for owner participation, including past performance in an MPHA program, past owner behavior, conflict of interest, debarment, or other related variables. Criteria for owner participation is set-forth in the Operating Procedures.

2.8.4 DUPLICATIVE ASSISTANCE

A family may not receive the benefit of HCV tenant-based assistance while receiving the benefit of any of the following forms of other housing subsidy, for the same unit or for a different unit:

- Public or Indian housing assistance;
- Other Section 8 assistance (including other tenant-based assistance);
- Assistance under former Section 23 of the United States Housing Act of 1937 (before amendment by the Housing and Community Development Act of 1974);
- Section 101 rent supplements;
- Section 236 rental assistance payments;
- Tenant-based assistance under the HOME Program;
- Rental assistance payments under Section 521 of the Housing Act of 1949 (a program of the Rural Development Administration);
- Any local or State rent subsidy;
- Section 202 supportive housing for the elderly;
- Section 811 supportive housing for persons with disabilities; (11) Section 202 projects for non-elderly persons with disabilities (Section 162 assistance); or
- Any other duplicative federal, State, or local housing subsidy, as determined by HUD. For this purpose, 'housing subsidy' does not include the housing component of a welfare payment, a social security payment received by the family, or a rent reduction because of a tax credit.

2.9 DENIAL AND TERMINATION OF ASSISTANCE

Minneapolis Public Housing Authority may deny admission to Applicants or terminate the housing assistance benefits of Participants based upon HUD regulation and MPHA policy.

Admission may be denied, or assistance may be terminated for Applicants or Participants if:

- The Applicant/Participant or household members are or have been engaged in criminal activity that could reasonably be expected to indicate a threat to the health, safety, or welfare of others. MPHA's Criminal History Screening policy is set-forth in Chapter 1.
- The Applicant/Participant owes money to the Minneapolis Public Housing Authority and has not reimbursed MPHA or another Housing Authority for overpaid assistance or underpaid rent OR for any outstanding charges owed to an Owner/Landlord under an assisted lease paid by MPHA or another housing agency.
- The Applicant/Participant is not in compliance with any of the requirements for selection and continued participation in the Program as set forth in the program application, voucher, program rules, family obligations set forth in the voucher, Tenancy Addendum, applicable HUD regulations or this Policy Manual.
- The Applicant/Participant no longer requires assistance.
- The Applicant/Participant request that MPHA terminate the assistance.

MPHA shall have the discretion to consider all of the circumstances in each case, including the seriousness of the offense, if the violation is a first offense or a pattern of behavior, the extent of participation by the household member, and the effects the denial or termination would have on the other members of the Participant household not involved in the prescribed activity. The guidelines and processes for determining these decisions are set-forth in the MPHA HCV Operating Procedures.

2.9.1 CRITERIA FOR DECIDING TO TERMINATE ASSISTANCE

MPHA will make termination decisions based on the preponderance of the evidence.

If the family includes a person with disabilities, MPHA's decision to terminate the family's assistance is subject to consideration of reasonable accommodation.

2.9.2 TERMINATIONS RELATED TO DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING (VAWA)

This section describes the protections against termination of assistance that the Violence against Women Act of 2013 (VAWA) provides for victims of domestic violence, dating violence, sexual assault and stalking. The detail is provided in the MPHA HCV Operating Procedures and done so in accordance with applicable law, HUD regulations, the policies in this plan.

VAWA Protections against Termination

VAWA provides four specific protections against termination of HCV assistance for victims of domestic violence, dating violence, sexual assault or stalking.

First, VAWA provides that MPHA may not terminate assistance to a family that moves out of an assisted unit in violation of the lease, with or without prior notification to MPHA, if the move occurred to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the unit.

Second, it provides that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may not be construed either as a serious or repeated lease violation by the victim or as good cause to terminate the assistance of the victim

Third, it provides that criminal activity directly related to domestic violence, dating violence, sexual assault or stalking may not be construed as cause for terminating the assistance of a tenant if a member of the tenant's household, a guest, or another person under the tenant's control is the one engaging in the criminal activity and the tenant or affiliated individual or other individual is the actual or threatened victim of the domestic violence, dating violence, or stalking

Fourth, it gives MPHA the authority to terminate assistance to any tenant or lawful occupant who engages in criminal acts of physical violence against family members or others without terminating assistance to, or otherwise penalizing, the victim of the violence.

Limitations on VAWA Protections

VAWA does not limit the authority of MPHA to terminate the assistance of a victim of abuse for reasons unrelated to domestic violence, dating violence, sexual assault or stalking so long as MPHA does not subject the victim to a more demanding standard than it applies to other program participants.

Likewise, VAWA does not limit the authority of MPHA to terminate the assistance of a victim of domestic violence, dating violence, sexual assault or stalking if MPHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the assisted property if the victim is not terminated from assistance.

HUD regulations define *actual and imminent threat* to mean words, gestures, actions, or other indicators of a physical threat that (a) is real, (b) would occur within an immediate time frame, and (c) could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk;
- The nature and severity of the potential harm;
- The likelihood that the potential harm will occur; and
- The length of time before the potential harm would occur

HUD regulations authorize MPHA to terminate the victim's assistance "only when there are no other actions that could be taken to reduce or eliminate the threat."

In determining whether a program participant who is a victim of domestic violence, dating violence, sexual assault or stalking poses an actual and imminent threat to other tenants or those employed at or providing service to a property, MPHA will consider the following, and any other relevant, factors:

- Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, sexual assault or stalking;
- Whether the threat is a physical danger beyond a speculative threat;
- Whether the threat is likely to happen within a short period of time; or
- Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location or seeking a legal remedy to prevent the perpetrator from acting on the threat

If the participant wishes to contest MPHA's determination that he or she poses an actual and imminent threat to other tenants or employees, the participant may do so as part of the informal hearing.

Documentation of Abuse

When an individual facing termination of assistance for reasons related to domestic violence, dating violence, sexual assault or stalking claims protection under VAWA, MPHA will request that the individual provide documentation supporting the claim in accordance with the procedures as set forth in the HCV Operating Procedures.

MPHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. In such cases MPHA will document the waiver in the individual's file.

Terminating the Assistance of a Domestic Violence Perpetrator

Although VAWA provides protection against termination of assistance for victims of domestic violence, it does not provide such protection for perpetrators. VAWA gives MPHA the explicit authority to "terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others" without terminating assistance to "or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant". This authority is not dependent on a bifurcated lease or other eviction action by an owner against an individual family member. Further, this authority supersedes any local, state, or other federal law to the contrary. However, if MPHA chooses to exercise this authority, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law regarding termination of assistance. This means that MPHA will follow the same rules when terminating assistance to an individual as it would when terminating the assistance of an entire family.

MPHA will terminate assistance to a family member if MPHA determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the assistance of the remaining, nonculpable family members.

In making its decision, MPHA will consider all credible evidence, including, but not limited to, a signed certification (form HUD-5382) or other documentation of abuse submitted to MPHA by the victim in accordance with this section. MPHA will also consider the factors regarding the criteria for denial or termination of assistance as noted in this Chapter. Upon such consideration, MPHA may, on a case-by-case basis, choose not to terminate the assistance of the culpable family member.

If MPHA does terminate the assistance of the culpable family member, it will do so in accordance with applicable law, HUD regulations, the policies in this plan, and the MPHA HCV Operating Procedures.

2.9.3 TERMINATION OF TENANCY BY THE OWNER

Termination of an assisted tenancy is a matter between the owner and the family; MPHA is not directly involved. However, the owner is under some constraints when terminating an assisted tenancy. Termination of tenancy for certain reasons will also result in termination of assistance as discussed in this section.

Termination of tenancy follows guidelines as set forth in the HCV Operating Procedures.

2.9.4 NOTIFICATION OF DENIAL/TERMINATION

If MPHA determines that a family is not eligible for the program for any reason, the family will be notified of a decision to deny assistance in writing within 30 calendar days of the determination.

If MPHA deems it necessary to terminate assistance, Minneapolis public Housing Authority will give both the Applicant/Participant and the Owner/Landlord written termination notices in accordance with the HCV Operating Procedures.

2.10 INFORMAL REVIEWS & HEARINGS

Both Applicants and Participants have the right to disagree with, and appeal, certain decisions of MPHA that may adversely affect them. MPHA decisions that may be appealed by applicants and participants are discussed in this section.

The process for applicant appeals of MPHA decisions is called the “informal review.” For participants (or applicants denied admission because of citizenship issues), the appeal process is called an “informal hearing.”

2.10.1 INFORMAL REVIEWS

Informal reviews are provided for program applicants. An applicant is someone who has applied for admission to the program but is not yet a participant in the program. Informal reviews are intended to provide a “minimum hearing requirement,” and need not be as elaborate as the informal hearing requirements.

A request for an informal review must be made in writing and delivered to MPHA in person, by first class mail, fax or email, by the close of the business day, no later than 10 business days from the date of MPHA’s denial of assistance.

The informal review must be conducted by a supervisor, other than the one who made or approved the decision under review.

In rendering a decision, MPHA will evaluate the following matters:

- Whether or not the grounds for denial were stated factually in the notice to the family.
- The validity of the grounds for denial of assistance. If the grounds for denial are not specified in the regulations, then the decision to deny assistance will be overturned.
- The validity of the evidence. MPHA will evaluate whether the facts presented prove the grounds for denial of assistance. If the facts prove that there are grounds for denial, and the denial is required by HUD, MPHA will uphold the decision to deny assistance.
- If the facts prove the grounds for denial, and the denial is discretionary, MPHA will consider the recommendation of the person conducting the informal review in making the final decision whether to deny assistance.

If the decision to deny is overturned as a result of the informal review, processing for admission will resume.

If the family fails to appear for their informal review, the denial of admission will stand, and the family will be so notified.

2.10.2 INFORMAL HEARINGS

MPHA offers an informal hearing for certain MPHA determinations relating to the individual circumstances of a participant family. The purpose of the informal hearing is to consider whether MPHA's decisions related to the family's circumstances are in accordance with the law, HUD regulations and MPHA policies.

MPHA will not terminate a family's assistance until the time allowed for the family to request an informal hearing has elapsed, and any requested hearing has been completed. Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a lease
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

Circumstances for which MPHA provides a participant family an opportunity for an informal hearing are as follows:

- A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from MPHA's utility allowance schedule
- A determination of the family unit size under MPHA's subsidy standards
- A determination that a certificate program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under MPHA's subsidy standards, or
- MPHA determination to deny the family's request for exception from the standards
- A determination to terminate assistance for a participant family because of the family's actions or failure to act
- A determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under MPHA policy and HUD rules
- A determination to terminate a family's Family Self Sufficiency contract, withhold supportive services, or propose forfeiture of the family's escrow account
- A determination to deny admission based on an unfavorable history that may be the result of domestic violence, dating violence, or stalking.
- A determination to deny portability
- A determination to deny a reasonable accommodation request

Circumstances for which an informal hearing is not required are as follows:

- Discretionary administrative determinations by MPHA
- General policy issues or class grievances
- Establishment of MPHA's schedule of utility allowances for families in the program
- An MPHA determination not to approve an extension or suspension of a voucher term
- An MPHA determination not to approve a unit or tenancy
- An MPHA determination that a unit selected by the applicant is not in compliance with the HQS
- An MPHA determination that the unit is not in accordance with HQS because of family size
- A determination by MPHA to exercise or not to exercise any right or remedy against an owner under a HAP contract

A request for an informal hearing must be made in writing and delivered to MPHA in person, by first class mail, by fax or by email, by the close of the business day, no later than 10 business days from the date of MPHA's decision or notice to terminate assistance.

MPHA will schedule and send written notice of the informal hearing to the family within 20 business days of the family's request.

The family may request to reschedule a hearing one time for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, MPHA may request documentation of the "good cause" prior to rescheduling the hearing.

If the family does not appear at the scheduled time and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact MPHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. MPHA will reschedule the hearing only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

Pre-Hearing Right to Discovery

Participants and MPHA are permitted pre-hearing discovery rights. The family will be given the opportunity to examine, before the hearing, any MPHA documents that are directly relevant to the hearing. The family will be allowed to copy any such documents at their own expense. If MPHA does not make the document available for examination on request of the family, MPHA may not rely on the document at the hearing.

For the purpose of informal hearings, *documents* include records and regulations.

The Participant will be allowed to copy any documents related to the hearing at a cost of \$.25 per page. The Participant must request discovery of MPHA documents no later than 72 hours prior to the scheduled hearing date. MPHA must be given an opportunity to examine, at the MPHA offices before the hearing, any family documents that are directly relevant to the hearing and make copies at its own expense. The Participant must provide HCV with any documentation that will be brought to the Hearing, or it will not be allowed to be used at the Hearing. The documentation must be provided to the HCV offices no less than 3 business days prior to the Hearing. The Participant must provide HCV with the names, addresses and relationship of any person that will be attending the Hearing on their behalf; prior to the Hearing, or they will NOT be allowed to attend the Hearing. The names, address and relationship of attendees MUST be provided to the HCV offices no less than 3 business days prior to the Hearing.

Participant's Right to Bring Counsel

At its own expense, the Participant may be represented by a lawyer or other representative at the informal hearing. However, as per previously stated policy, the Participant must provide the name, addresses, and relationship of any person who will be attending the hearing with them 3 business days in advance of the hearing.

Informal Hearing Officer

Informal hearings will be conducted by a person or persons approved by the PHA, other than the person who made or approved the decision or a subordinate of the person who made or approved the decision.

MPHA has designated the following to serve as hearing officers:

MPHA Hearing Officers

Conflict Resolution Center Hearing Officers

Attendance at the Informal Hearing

Hearings may be attended by a hearing officer and the following applicable persons:

- A PHA representative and any witnesses for the PHA
- The participant and any witnesses for the participant
- The participant's counsel or other representative
- MPHA will comply with its LEP, Reasonable Accommodation, and VAWA policies. See Appendixes B, C, and D.

Conduct at Hearings

The hearing officer is responsible to manage the order of business and to ensure that hearings are conducted in a professional and businesslike manner. Attendees are expected to comply with all hearing procedures established by the hearing officer and guidelines for conduct. Any person demonstrating disruptive, abusive or otherwise inappropriate behavior will be excused from the hearing at the discretion of the hearing officer.

Participation of attendees will be restricted to providing statements of facts only. Either party may make a record of the proceedings at that party's own expense;

The Participant or MPHA will make any record available to the other party for that party's purchase; Neither party is required to create or provide a written transcript of the hearing record.

Evidence

MPHA and the Participant are given the opportunity to present evidence and question any witnesses. In general, all evidence is admissible at an informal hearing. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.

Oral evidence: the testimony of witnesses

Documentary evidence: a writing which is relevant to the case, for example, a letter written to MPHA. Writings include all forms of recorded communication or representation, including letters, words, pictures, sounds, videotapes or symbols or combinations thereof.

Demonstrative evidence: Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.

Real evidence: A tangible item relating directly to the case.

Hearsay Evidence is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. Even though evidence, including hearsay, is generally admissible, hearsay evidence alone cannot be used as the sole basis for the hearing officer's decision.

If either MPHA or the Participant fail to comply with the discovery requirements described above, the hearing officer will refuse to admit such evidence.

Other than the failure of a party to comply with discovery, the hearing officer has the authority to overrule any objections to evidence.

Hearing Officer's Decision

The person who conducts the hearing must issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing.

In rendering a decision, the hearing officer will consider the following matters:

- PHA Notice to the Family: The hearing officer will determine if the reasons for MPHA's decision are factually stated in the Notice.
- Discovery: The hearing officer will determine if MPHA and the Participant were given the opportunity to examine any relevant documents in accordance with MPHA policy.

- **MPHA Evidence to Support MPHA's Decision:** The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support MPHA's conclusion.
- **Validity of Grounds for Termination of Assistance (when applicable):** The hearing officer will determine if the termination of assistance is for one of the grounds specified in the HUD regulations and MPHA policies. If the grounds for termination are not specified in the regulations or in compliance with MPHA policies, then the decision of MPHA will be overturned.

The hearing officer will issue a written decision to MPHA no later than 10 business days after the hearing. A copy of the hearing must be furnished or mailed to the Participant by MPHA within 10 business days of receipt from the hearing officer.

Procedures for Rehearing or Further Hearing

MPHA will not consider rehearing or further hearing.

PHA Notice of Final Decision

MPHA is not bound by the decision of the hearing officer for matters in which MPHA is not required to provide an opportunity for a hearing, decisions that exceed the authority of the hearing officer, decisions that conflict with or contradict HUD regulations, requirements, or are otherwise contrary to Federal, State or local laws.

If MPHA determines it is not bound by the hearing officer's decision in accordance with HUD regulations, MPHA must notify the Participant of the determination and the reason for the determination within 10 business days.

MPHA will mail a "Notice of Final Decision" including the hearing officer's report, to the Participant and their representative. The participant will be mailed the original "Notice of Final Decision." A copy of the "Notice of Final Decision" along with the original proof of mailing will be maintained in MPHA's files.

CHAPTER 3: HOUSING CHOICE PROJECT-BASED PROGRAM POLICIES

3.1 INTRODUCTION

Project-based vouchers are a component of MPHA's housing choice voucher program. Under the project-based voucher program, MPHA enters into assistance contracts with owners for specified units and for a specified term.

MPHA will operate a local PBV program. PBV assistance may be attached to existing housing or newly constructed or rehabilitated housing. If PBV units are already selected for project-based assistance either under an agreement to enter into an AHAP Contract (Agreement) or a HAP contract, MPHA is not required to reduce the number of these units if the amount of budget authority is subsequently reduced.

General policy requirements for rental assistance programs as set forth in Chapter 1 are applicable to this Chapter 3 which covers project-based vouchers.

3.2 MANAGEMENT AND ADMINISTRATION

Owner Entities and their respective Management Agents are responsible for developing and implementing written operating procedures for PBV properties that are consistent with this Statement of Corporate Policies and to the requirements of other funding sources to the extent that PBV properties may be subject to stricter requirements. Such operating procedures are subject to review by Minneapolis Public Housing Authority with respect to the intent of any related policies and requirements. Minneapolis Public Housing Authority may require the Owner Entity to revise any operating procedure that conflicts with the governing agreement between Minneapolis Public Housing Authority and the Owner Entity for the property.

3.3 HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)

MPHA will establish and reserves the right to amend the terms and conditions for entering into a HAP contract. The purpose of the HAP contract is to enumerate the requirements and obligations of MPHA for providing housing assistance payments for eligible families. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term. The HAP contract must be in the form required by MPHA. The guidelines and process for HAP contracts are set forth in the HCV Operating Procedures.

3.4 TENANT-BASED VS. PROJECT-BASED VOUCHER ASSISTANCE

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, MPHA policies for the tenant-based voucher program contained in this Statement of Corporate Policies and as authorized by its MTW agreement also apply to the PBV program and its participants.

3.5 RELOCATION REQUIREMENTS

Any persons displaced as a result of implementation of the PBV program must be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)[42 U.S.C. 4201-4655] and implementing regulations at 49 CFR part 24 or other applicable relocation requirements.

The acquisition of real property for a PBV project is subject to the URA and 49 CFR part 24, subpart B or other applicable relocation requirements. It is the responsibility of MPHA to ensure the owner complies with these requirements.

3.6 EQUAL OPPORTUNITY REQUIREMENTS

MPHA will comply with all equal opportunity requirements under federal law and regulations in its implementation of the PBV program.

3.6.1 Selection of Proposals Subject to a Previous Competition Under a Federal, State, or Local Housing Assistance Program

MPHA may award PBV assistance to owners that were competitively selected under another federal, state or local housing assistance program, including projects that were competitively awarded Low-Income Housing Tax Credits.

In addition to, or in place of posting, MPHA may also directly contact specific owners that have already been selected for federal, state, or local housing assistance based on a previously held competition, to inform them of available PBV assistance.

3.13 HOUSING ACCESSIBILITY FOR PERSONS WITH DISABILITIES

The housing will comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and/or its MTW agreement.

3.14 APPLICABILITY OF POLICIES TO APPLICANTS AND PARTICIPANTS

The HCV Program Statement of Corporate Policies applies to all Applicants and members of the Applicant households, and Participants and members of the Participant households who have applied for or reside in an MPHA-Assisted Unit, as applicable. The singular use of the terms “Applicant” and “Participant” shall be deemed to include all household members for the purposes of this Statement of Corporate Policies.

3.15 SELECTION OF PBV PROGRAM PARTICIPANTS

MPHA will establish, and, at its discretion amend, procedures for selection of PBV participants. These guidelines are set forth in the MPHA HCV Operating Procedures.

Site-based Waiting List

MPHA permits each project-based assistance community to maintain a site-based waiting list. This provides for the fair and equitable selection of eligible and qualified Applicants from a community waiting list rather than from a centralized pool. Although an Applicant can lease only one MPHA-Assisted Unit, Applicants have the freedom to submit applications to the site-based waiting list of the community or communities of their choice, provided the site-based waiting list is open and receiving applications.

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant’s ability to fulfill their obligations under the lease.

3.16 TENANT SCREENING

Owner and MPHA Responsibility

The owner is responsible for screening and selection of the Participant to occupy the owner’s unit. When screening families the owner may consider a family’s background with respect to the following factors:

- Payment of rent and utility bills;
- Caring for a unit and premises;
- Respecting the rights of other residents to the peaceful enjoyment of their housing;
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and
- Compliance with other essential conditions of tenancy.

MPHA will not conduct a screening to determine if an Applicant is suitable for tenancy at the project-based assisted community.

Once the property has determined that the applicant from their waiting list is suitable for tenancy and eligible for their specific programming or funding, they can refer the applicant to MPHA. MPHA, in its discretion, determines how it screens applicants for eligibility from project-based assisted properties. MPHA may create procedures that reduce the burden on the applicant, the property, and MPHA staff, and expedite the processing of the applicant for housing. Guidelines established for project-based assisted properties are set forth in the HCV Operating Procedures.

3.17 OCCUPANCY

After an Applicant has been selected from the waiting list, determined suitable and eligible by the property, and determined eligible by MPHA, the Participant will sign the lease and Tenancy Addendum and occupancy of the unit will begin.

The Participant must have legal capacity to enter a lease under state and local law. *Legal capacity* means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

3.17.1 Owner Termination of Tenancy

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program. In the PBV program, terminating tenancy for “good cause” does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

Tenant Absence from the Unit The lease may specify a maximum period of family absence from the unit that may be shorter than the maximum period permitted by MPHA policy. According to program requirements, the family’s assistance must be terminated if they are absent from the unit for more than 180 consecutive days. PHA termination of assistance actions due to family absence from the unit are subject to 24 CFR 982312, except that the unit is not terminated from the HAP contract if the family is absent for longer than the maximum period permitted.

3.17.2 Reduction in HAP Contract Units Due to Vacancies

MPHA will work with its housing partners to minimize vacancy of units for any unreasonable period of time. If any contract units have been vacant for 90 days or more, MPHA will give notice to the owner that the HAP contract may be amended to reduce the number of contract units if it does not fill the unit with an eligible Participant before the unit is vacant for 120 consecutive days. MPHA will provide the notice to the owner within 10 business days of the 120th day of the vacancy if it intends to withdraw the unit from the HAP contract. The amendment to the HAP contract will be effective the 1st day of the month following the date of MPHA’s notice and will follow guidelines as noted in the HCV Operating Procedures.

3.18 MOVES

3.18.1 Overcrowded, Under-Occupied, and Accessible Units

If MPHA determines that a family is occupying a wrong size unit, based on MPHA’s subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, MPHA will promptly notify the family and the owner of this determination, and MPHA will offer the family the opportunity to receive continued housing assistance in another unit.

The family must move to an appropriately sized unit within the project and/or the family not in need of accessible features must move to another unit within the project so that the accessible features can be utilized by the family in need of such features. MPHA may utilize other project-based communities within its portfolio of project-based communities in the event that an appropriate unit is not available within the project.

In the event that the family refuses to move to a comparable unit within the project or other available project-based community within a reasonable amount of time as determined by MPHA, continued assistance will be denied. MPHA will also terminate housing assistance payments to the Owner.

If MPHA offers the family a tenant-based voucher, MPHA will terminate the housing assistance payments for a wrong-sized or accessible unit at the earlier of the expiration of the term of the family's voucher (including any extension granted by MPHA) or the date upon which the family vacates the unit. If the family does not move out of the wrong-sized unit or accessible unit by the expiration of the term of the family's voucher, MPHA will remove the unit from the HAP contract.

When MPHA offers a family another form of assistance that is not a tenant-based voucher, the family will be given 30 days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not accept the offer, does not move out of the PBV unit within this 30-day time frame or both, MPHA will terminate the housing assistance payments for the unit at the expiration of this 30-day period. MPHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

3.18.2 Family Right to Move

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to MPHA. If the family wishes to move with continued tenant-based assistance, the family must contact MPHA to request to be placed on the HCV waitlist or have been pulled from the HCV waitlist prior to providing notice to terminate the lease. The family may also move from one project-based assisted property to another. Otherwise, the family would be moving without assistance.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity to receive a tenant-based voucher at the time the family's name is pulled from the waitlist.

3.18.3 Emergency Transfers under VAWA

Except where special consideration is needed for the project-based voucher program, MPHA will follow VAWA policies as outlined in the Operating Procedures.

3.19 DETERMINING RENT TO OWNER

The amount of the initial rent to an owner of units receiving PBV assistance is established at the beginning of the HAP contract term. Although for rehabilitated or newly constructed housing, the agreement to enter into HAP Contract (Agreement) states the estimated amount of the initial rent to owner, the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.

During the term of the HAP contract, the rent to owner is redetermined at the owner's request in accordance with program requirements, and at such time that there is a five percent or greater decrease in the published FMR.

3.19.1 Rent Limits

Rent limits are determined for a property based upon applicable program requirements or appropriate closing documents/LIHTC requirements at the time of the execution of the HAP contract.

13.19.2 Use of FMRs, Exception Payment Standards, and Utility Allowances

When determining the initial rent to owner, MPHA will use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract.

3.19.4 Redetermination of Rent

MPHA will conduct reasonable rent determinations at the time of initial lease-up, at the time of owner rent increase, and at all other times deemed appropriate by MPHA.

Rent Increases and Decreases

MPHA, in its discretion, will make determination of the criteria and process for owners of PBV units to request rent increases and if conditions are met to decrease rent to an owner. Guidelines and timetables for this are set forth in the HCV Operating Procedures.

3.20 OTHER FEES AND CHARGES

3.20.1 Meals and Supportive Services

With the exception of PBV assistance in assisted living developments, the owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

In assisted living developments receiving PBV assistance, the owner may charge for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. However, non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

3.20.2 Other Charges by Owner

The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

APPENDIX A

LIMITED ENGLISH PROFICIENCY (LEP) PLAN

A. PURPOSE

The purpose of this Plan is to assist Minneapolis Public Housing Authority (MPHA) staff in providing meaningful access to MPHA's programs and activities by persons with Limited English Proficiency (LEP). MPHA is committed to complying with federal requirements in providing free meaningful access for its LEP clients. No LEP client will be denied access to an MPHA program because the client does not speak English or communicates in English on a limited basis.

B. DEFINITION OF TERMS

1. **Client** – A client is a person who:

- a. is an applicant for public housing, Section 8, homeownership and other MPHA programs;
- b. is a recipient of public housing, Section 8, home ownership and other MPHA programs; or
- c. may be eligible for MPHA's programs but is underserved and may benefit from an outreach program.

2. **Effective Communication** –Effective communication occurs when MPHA staff has taken reasonable steps to provide meaningful access to an LEP client. Effective communication also means that the LEP client is able to provide and receive required or necessary information.

3. **Interpretation** – Interpretation means the oral or spoken transfer of a message from one language into another language.

4. **Language Assistance**- Language assistance includes interpretation and translation. MPHA has the sole discretion to determine whether to provide the language assistance in the form of interpretation or translation.

5. **Limited English Proficiency (LEP)** – A person who does not speak English as their primary language **and** who has a limited ability to read, write, speak or understand English may be limited English proficient (LEP) and may be entitled to language assistance with respect to a particular program, benefit or right. The focus is on the client's lack of English proficiency. A client who proficiently speaks English may not be a LEP client.

6. **Meaningful Access** – Meaningful access is free language assistance in compliance with federal requirements. MPHA's goal is to provide meaningful access to MPHA's programs and services by LEP persons in a manner that balances the following four factors:

- a. The number of or proportion of LEP persons eligible to be served or likely to be countered MPHA.
- b. The frequency with which MPHA comes into contact with a particular language. MPHA's daily contact with a particular language may require more language service, than sporadic contact.
- c. The nature and importance of the program, activity or service to the person's life. A compulsory activity is evidence of importance. For example, voluntary attendance at a resident meeting does not have the same importance as the application and termination process for public housing and Section 8 participation.
- d. MPHA's resources and the cost of providing meaningful access. Reasonable steps may cease to be reasonable where the costs imposed substantially exceed the benefits. MPHA determines the budget for language assistance.

7. **Translation** – Translation means the written transfer of a message from one language into another language. In any conflict between an English document and a translated document, the English version will control.

8. **Vital Document** – A vital document is one that is critical for ensuring that a LEP person has meaningful access.

C. OFFER OF FREE LANGUAGE ASSISTANCE

MPHA staff will offer the opportunity for meaningful access to LEP clients who have difficulty communicating in English. If a client asks for language assistance and MPHA determines that the client is LEP and that language assistance is necessary to provide meaningful access, MPHA will make reasonable efforts to provide free language assistance. If reasonably possible MPHA will provide the language assistance in the LEP client's preferred language.

D. LANGUAGE ASSISTANCE

1. Mix of Language Assistance

MPHA has substantial flexibility in determining the type of language assistance necessary to provide meaningful access. Meaningful access should be at a time and place that avoids the effective denial of the program or an undue burden or delay in the rights, benefits or services to the LEP person.

2. Translation of Documents

- a. Where 5% of MPHA's public housing tenants or Section 8 recipients are LEP persons and speak a specific language, MPHA will translate the public housing lease and selected mass mailings and documents of vital importance in that language.
- b. MPHA will translate vital documents. MPHA will determine whether to translate a document on a case by case basis considering the totality of circumstances and the four factors listed under Section B. 6. Meaningful Access.
- c. MPHA may also consider the likely lifespan of the document. Based upon this analysis, MPHA has determined that it is not cost effective to translate a one of a kind document such as a letter denying admission to a program, notice of lease termination, a court eviction action and a Section 8 notice of termination of rental assistance program participation and a letter of non-disclosure.
- d. Persons who may approve the translation of a document include: Executive Director; Deputy Executive Director; Managing Director of Low-Income Public Housing; Managing Director of Housing Choice Voucher Program; and General Counsel.

3. Formal Interpreters

- a. Formal interpreters include MPHA bilingual staff and contract vendors.
- b. Formal interpreters shall be used at the: 1) formal hearing for denial of admission to public housing; 2) informal settlement conferences and formal hearing for termination of public housing; 3) nondisclosure meeting for Section 8 participation; and 4) termination hearing for Section 8 participation.
- c. A MPHA Staff interpreter may not be a subordinate to the person making the decision.

4. Informal Interpreters

- a. Informal interpreters may include the family members, friends, legal guardians, service representatives or advocates of the LEP client. Informal interpreters may be appropriate depending upon the circumstances and subject matter. However, in many circumstances, informal interpreters, especially children, are not competent to provide quality and accurate interpretations. There may be issues of confidentiality, competency or conflict of interest.
- b. An LEP person may use an informal interpreter of their own choosing and expense in place of or as a supplement to the free language assistance offered by MPHA. If possible, MPHA should accommodate a LEP client's request to have an informal interpreter. In these cases, the client and interpreter should sign a waiver of free interpreter services.
- c. MPHA may risk noncompliance if it requires, suggests, or encourages a LEP client to use an informal interpreter.

- d. If a LEP client prefers an informal interpreter, after MPHA has offered free interpreter services, the informal interpreter may interpret.
- e. If a LEP client wants an informal interpreter, MPHA may also have a formal interpreter present.

5. Outside Resources

- a. Outside Resources may include community volunteers, Minneapolis Highrise Representative Council, City Liaison, and MPHA tenants or Section 8 participants.
- b. Outside Resources may be used for interpretive services at public or informal meetings or events.

6. Emergency Situations

Any interpreter may be used in an emergency situation. MPHA should first respond to the emergency and follow-up with language assistance as appropriate.

7. Document Use of Interpreter

MPHA staff will document in the LEP client’s file or record when an interpreter is used during the application and termination process to a MPHA program or during the Informal Hearing in Section 8.

8. Vital Document

A vital document is one that is critical for ensuring that a LEP person has meaningful access.

E. GUIDELINES FOR USING AN INTERPRETER

1. State the purpose of your communication and describe the type of information you may convey.
2. Enunciate your words and avoid contractions such as “can’t” which can be easily misunderstood. Instead say, “cannot.”
3. Speak in short sentences, expressing one idea at a time and allow the information to be interpreted.
4. Avoid the use of double negatives, e.g., “If you don’t appear in person, you won’t get your benefits.” Instead say, “You must come in person in order to get your benefits.”
5. Speak to the LEP client and not to the interpreter.
6. Avoid using slang and acronyms such as MFIP. If you must do so, please explain their meaning.
7. Provide brief explanations of technical terms or terms of art, such as recertification, income disregard and minimum rent.
8. Occasionally ask if the interpreter understands the information or if you should slow down or speed up your speech. If the interpreter is confused, the client may also be confused.
9. Occasionally ask if the LEP client understands the information. You may have to repeat or clarify some information by saying it in a different way.
10. Be patient and thank the interpreter.

F. NOTICE OF FREE LANGUAGE ASSISTANCE FOR MPHA BUSINESS

MPHA will provide notice of free Language Assistance as follows:

1. In applications for public housing and Section 8 participation will ask applicants if they are LEP and need free language assistance for MPHA business.
2. In the letter informing clients about recertification will state that clients may contact their eligibility technician to request free language assistance for MPHA business.
3. In each denial to public housing, lease termination and denial or termination of Section 8 participation will state that the client may contact MPHA for free language assistance about the action taken.

4. On the public housing monthly rental statement will state that a tenant may contact their property manager for free language assistance for MPHA business.
5. On other occasions as determined by MPHA which may include documents informing persons about how to apply for MPHA programs.

G. PRIVATE AND CONFIDENTIAL DATA

MPHA Staff Interpreters

Federal and state law requires MPHA to protect private or confidential data.

Contract Language Assistance Vendors

Contract language assistance vendors will sign a "State and Federal Data Privacy Statement" form as part of the contract documents.

Informal Interpreters

When using informal interpreters MPHA should have the informal interpreter and client sign a "Waiver of Free Interpretive Services" form.

H. COLLECTION OF LANGUAGE INFORMATION

1. The application for public housing and Section 8 shall ask the LEP client to identify their language.
2. MPHA will enter a client's language on the tracking software for public housing and Section 8.

I. MPHA STAFF TRAINING

1. MPHA will make the LEP Plan available to staff.
2. MPHA will inform new employees in the New Employee Orientation of MPHA's duty to offer free language assistance in compliance with federal requirements.
3. MPHA Staff who have ongoing contact with LEP clients will attend LEP training.
4. LEP training will include the following:
 - a. MPHA's duty to offer free language assistance in compliance with federal requirements;
 - b. The substance of MPHA's LEP Plan;
 - c. How to document a client's language needs; and
 - e. Identity of the LEP Manager, bilingual staff and contract interpreters.
5. MPHA will make a language identification flashcard available to staff.

J. MONITORING

Periodically, the MPHA LEP Manager will review the LEP Plan. The review will include:

1. A summary report from the tracking software of the number of MPHA clients who are LEP.
2. A summary report from the tracking software listing the languages used by LEP clients.
3. A determination as to whether 5% of MPHA's clients speak a specific language requiring the translation of documents as provided in Part D-2 listed above.

K. LEP PLAN DISTRIBUTION AND PUBLIC POSTING

The LEP Plan will be:

1. Distributed to all MPHA supervisors.
2. Available in MPHA Management Offices and the Section 8 Department.
3. Posted on MPHA's website, mphaonline.org.

L. CONFLICT AND SCOPE

The LEP Plan does not create a standard of care, a covenant of habitability or any rights to third parties or MPHA clients. The Plan does not enlarge MPHA's duty under any law, regulation or ordinance. If this Plan conflicts, with applicable law, regulation or ordinance, the applicable law, regulation or ordinance shall prevail. The Plan is a general guideline as to a standard of care to which MPHA aspires.

APPENDIX B

REASONABLE ACCOMMODATION POLICY

1.0 Purpose

The purpose of this policy is to assist Minneapolis Public Housing Authority (MPHA) staff in providing reasonable accommodations to its applicants, public housing residents, Section 8/HCV participants and other program recipients with a disability. It does not enlarge MPHA's duty under any law, regulation or ordinance. Where in conflict, the applicable law, regulation or ordinance shall prevail.

2.0 Mission Statement

MPHA's policy is to comply with the Rehabilitation Act, § 504 29 U.S.C. § 794, as implemented by 24 C.F.R. § 8, Americans with Disabilities Act, 42 U.S.C. § 2101 as implemented by 28 C.F.R. § 35 and 29 C.F.R. § 1630, Fair Housing Act, 42 U.S.C. § 3601 as implemented by 24 C.F.R. §100, Minnesota Human Rights Act, Minn. Stat. § 363 and Minneapolis Civil Rights Ordinance.

MPHA shall not discriminate or retaliate against an applicant, public housing resident, Section 8/HCV participant or other program recipient because of disability, race, color, creed, religion, national origin or ancestry, familial status, sex, sexual preference, veteran status, public assistance status, marital status, age, or political affiliation. MPHA shall not retaliate against a person who claims discrimination. MPHA shall not solely on the basis of a disability, deny benefits to an otherwise qualified person. MPHA shall give a qualified person with a disability through a reasonable accommodation an equal opportunity to participate in and benefit from its housing, aid, benefit or service.

By means of a reasonable accommodation, MPHA shall give a qualified person with a disability housing, aid, benefit or service that is equally effective as that provided to others without a disability. The term "equally effective" is not intended to produce an identical result or level of achievement as a person without a disability but is intended to give a person with a disability an equal opportunity to obtain the same result or level of achievement.

3.0 Disability

3.1 A Person with A Disability Is One Who:

- Has a physical or mental impairment that substantially or as regards the Minnesota Human Rights Act and Minneapolis Ordinances materially limits one or more major life activity;
- Has a record of such impairment; or
- Is regarded as having such impairment.

3.2 Specifically, excluded from the definition of a disability under the Americans with Disabilities Act are:

- Sexual behavior disorders such as transvestitism, pedophilia, exhibitionism and voyeurism.
- Compulsive gamblers, kleptomaniacs or pyromaniacs.
- Homosexuality, bisexuality, gender disorders and transsexual conduct

3.3 Under the Americans with Disabilities Act, the disability must be current and substantially limit one or more major life activity. Under certain circumstances, physical conditions such as high blood pressure and poor vision, which are corrected by medication or another measure, are not disabilities.

3.4 Under 24 C.F.R. § 100.201 (a)(2), a disability does not include the current illegal use of a controlled substance. Also, being a transvestite is not a disability. Also, for purposes of eligibility for low-income housing a person does not have a disability solely based on any drug or alcohol dependence.

3.5 Major Life Activity

Includes but is not limited to caring for one's self, doing manual tasks, walking, seeing, sleeping, hearing, speaking, breathing, learning and working.

3.6 Mental and Physical Impairments

A mental impairment may include but is not limited to mental retardation, organic brain syndrome, emotional or mental illness and specific learning disabilities.

A physical impairment may include the following body systems: neurological; musculoskeletal; senses; respiratory; cardiovascular; reproductive, digestive, genito-urinary, hemic and lymphatic; skin; and endocrine.

A mental or physical impairment may include but is not limited to cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, and mental retardation.

3.7 A Qualified Person with A Disability

One who meets the essential eligibility requirements and who can achieve the purpose of the program or activity with or without reasonable accommodation or modification.

3.8 Essential Eligibility Requirements

Include but are not limited to: stated eligibility requirements like income; compliance with selection criteria; timely payment of financial obligations; care of premises; no disqualifying criminal or drug activities; respect for the rights of others; explicit or implicit requirements inherent to the program or activity; and compliance with all obligations of occupancy with or without supportive services provided by persons other than MPHA. A person may request a reasonable accommodation to meet the essential eligibility requirements. For instance, a mentally ill person whose conduct even with a reasonable accommodation poses a significant risk of substantial interference with the health, safety or peaceful enjoyment of the premises, or would result in substantial physical damage to the property of others, may not be qualified for a project or program lacking the necessary supportive services.

3.9 Exclusions

A person with a disability may be excluded if the person is not "otherwise qualified" for housing or when a person's tenancy with or without a reasonable accommodation would pose a direct threat to others or the person's own health or safety or would result in substantial physical damage to the property of others.

3.10 Undue Hardship

MPHA has the burden to show that the reasonable accommodation would result in an undue hardship. An undue hardship is a significant difficulty or expense or undue financial or administrative burden.

4.0 Reasonable Accommodation

4.1 Need for a Reasonable Accommodation and Nexus Between the Disability and Accommodation

A reasonable accommodation may include an exception to MPHA's rules, policies or procedures. While MPHA may accept the judgment of the person with the disability that an accommodation is needed, MPHA may require the person to show the need for an accommodation or to permit an inspection of the unit. Also, MPHA may investigate alternatives to the requested accommodation and/or alternative methods of providing the requested accommodation. MPHA will select an appropriate accommodation which is most convenient and cost effective for MPHA.

The person with the disability has the burden to show that there is a connection between the disability and the accommodation and a connection between the disability and the lease violation. The person must also show that the accommodation is likely to enable the person to comply with the lease or the program and that the person will accept the necessary assistance.

However, MPHA cannot amend the program requiring the person to accept such services. MPHA may deny admission to the program if the rejection of the services results in conduct that violates the program. For example, MPHA may not terminate a participant's assistance for not taking a medication but may terminate for a program violation resulting from not taking the medication.

See Chapter 6 Reasonable Accommodation for additional subsidy.

The PHA may review all previously approved Reasonable Accommodations.

4.2 The requesting party, applicant, or Participant has the burden to show that the request is linked to the disability, is necessary to afford the person an equal opportunity to enjoy public housing and is possible to implement. Equal opportunity means that the program is equally accessible to disabled and non-disabled persons. For example, a reasonable accommodation is not intended to put a person first in line on any waiting list. Thus, three key elements are necessity, equal opportunity and reasonableness.

4.3 Reasons to Deny An Accommodation

MPHA shall make a reasonable accommodation for a physical or mental impairment of a qualified applicant or recipient unless MPHA shows that:

- the accommodation would impose an undue financial and administrative burden;
- the accommodation will fundamentally change the nature of the program;
- the accommodation would pose a direct threat to others;
- the accommodation will create an unsafe condition;
- the accommodation would result in substantial physical damage to MPHA's property or the property of others;

- the person cannot meet the essential eligibility requirements;
- the request is not a request for a reasonable accommodation;
- there is a lack of documentation of the disability;
- the documentation of the disability lacks credibility or foundation;
- the accommodation has failed in the past and the person cannot show new circumstances as to why the accommodation will likely work in the future;
- the request is based upon a personal preference;
- in the case of extra bedrooms or space that the person is not using the space for the intended reasonable accommodation; or
- other reasons as provided by law or regulation.

For instance, a reasonable accommodation is not a personal preference. A personal preference is the liking of something over another. In addition, a reasonable accommodation does not require MPHA to provide counseling, medical or social services that are outside the scope of services provided to other persons.

MPHA may also deny a request for a reasonable accommodation if the person does not show necessity, an equal opportunity and reasonableness as stated in 4.2. or if the party does not permit MPHA to inspect the unit for purposes related to the reasonable accommodation request or denial.

5.0 **Communication Accommodations**

MPHA shall make reasonable accommodations to communicate with applicants, public housing tenants, Section 8 participants, other program recipients and members of the public. Reasonable accommodations may include using auxiliary aids such as interpreters for applicants, Braille materials, large print materials, audio tapes, note takers or telecommunication devices for deaf persons. MPHA is not required to provide devices that are of a personal nature or that are prescribed for personal use or study.

6.0 **Applicants for Section 8/HCV Programs**

During the application process, MPHA may ask all applicants the same appropriate questions. An applicant is not required to talk about a disability. However, MPHA may ask an applicant to verify a disability if the applicant asks for a reasonable accommodation. MPHA shall not assume that a person has a disability.

An applicant may refuse to explain negative information because it may reveal the existence, nature or severity of a disability. The applicant has the right not to discuss the disability. However, MPHA may have the right to deny admission because of a lack of information or negative information.

If an applicant requests a reasonable accommodation, the applicant has the burden to show that the accommodation is likely to enable the applicant to comply with the lease and that the applicant will accept necessary assistance. MPHA may make it a condition of an applicant's admission to specific project-based communities, Veteran's Administration Supportive Housing (VASH) and the Family Unification Program (FUP) where supportive services are inherent in the eligibility criteria, to accept supportive services.

With or without a reasonable accommodation, the applicant shall complete the application process, meet eligibility criteria and shall comply with program requirements.

7.0 Process for Requesting a Reasonable Accommodation

- 7.1 An applicant or an applicant's representative should submit a request for a reasonable accommodation to their Eligibility Technician, who will schedule the Informal Hearing with a Hearing Panel.
- 7.2 Participant or Participant's representative shall give a request for a reasonable accommodation to their Eligibility Technician, who will schedule the Informal Hearing with a Hearing Panel.
- 7.3 MPHA will process the request and if necessary, investigate or obtain additional information within 30 days after receipt of the request, MPHA will inform the applicant or Participant of a denial, approval or the need for ongoing investigation.
- 7.4 If MPHA denies the request, MPHA will offer an Informal Hearing in compliance with these policies and as stated in the HCV Operating Procedures.

8.0 Physical Accessibility

Where practicable, MPHA's buildings will be physically accessible and usable by disabled persons. With each physical alteration, a cost base analysis may be needed. Cost base factors include but are not limited to the type of accommodations, cost, the size of MPHA's overall housing business, number of units, type of units, budget, expenses and ability to recoup the cost.

Alterations in new construction shall comply with federal and state law and regulations. MPHA will comply with Sections 4.0 and 4.1 in determining whether to grant a physical accommodation. If a physical accommodation is unreasonable, MPHA may provide for program access at a different accessible location.

9.0 Program Accessibility

- 9.1 MPHA will make reasonable accommodations for qualified persons with disabilities to have access and use its programs. Except when necessary to maintain the fundamental nature of the program, MPHA will not use the eligibility criteria, which adversely impacts upon disabled persons.

9.2 Section 8/HCV Program

When issuing a housing voucher to a family with a disabled person, MPHA shall include a current listing of available accessible units known to it. If necessary, MPHA will offer other assistance to the family in locating an available accessible dwelling unit. MPHA shall consider the special problems of a disabled person in locating accessible housing when considering requests for extensions of housing vouchers.

If necessary, MPHA shall request an exception to fair market rents to allow a Section 8 voucher holder to rent an accessible unit.

10.0 A Disabled Person's Compliance with MPHA's Rules, Policies or Procedures.

A reasonable accommodation may include an exception to MPHA's rules, policies and procedures. If an applicant or recipient can show that the failure to comply with a rule, policy or procedure was due to a disability, MPHA may reinstate the person's status. This may include reinstating the person to a waiting list at an original spot or setting aside the termination or eviction procedures.

An exception to MPHA's rules, procedures and policies does not require a lowering or a waiver of the essential requirements of a lease or program. If a participant refuses services or another reasonable accommodation, and violating conduct continues, MPHA may take the same action as it would with a person without a disability.

A disabled person is required to show documentation of the disability and the need for the accommodation. Without such documentation, MPHA need not offer an accommodation such as a companion or service animal. If MPHA allows a disabled person to have a companion or service animal, the person must maintain health and safety standards in keeping the animal. Animals that are dangerous or potentially dangerous under federal law or regulation, state law or local ordinance are not permitted.

MPHA will not approve a reasonable accommodation move when MPHA is terminating assistance for or a reason unrelated to the disability.

11.0 Informal Hearing

If MPHA denies a request for a reasonable accommodation MPHA will offer the person, the opportunity to request an Informal Hearing as provided in these policies and as stated in the HCV Operating Procedures.

12.0 Conflict and Scope

This Policy does not enlarge MPHA's duty under any law, regulation or ordinance. If this Policy conflicts with applicable law, regulation or ordinance, the applicable law, regulation or ordinance shall prevail. This Policy shall apply to all MPHA programs designed to provide financial or advisory assistance to persons seeking housing, including the Family Self Sufficiency Program and Housing Counseling Programs.

APPENDIX C

VIOLENCE AGAINST WOMEN ACT POLICY

1.0 **Purpose**

The purpose of this Policy is to reduce Domestic Violence, Dating Violence, Sexual Assault and Stalking and to prevent homelessness by:

- a) protecting the safety of Victims;
- b) creating long-term housing solutions for Victims;
- c) building collaborations among Victim service providers; and
- d) assisting MPHA to respond appropriately to the violence while maintaining a safe environment for MPHA, employees, tenants, applicants, Section 8/HCV participants, program participants and others.

The Policy will assist the Minneapolis Public Housing Authority (MPHA) in providing rights under the Violence Against Women Reauthorization Act of 2013 (VAWA) to its applicants, public housing residents, Section 8/HCV participants and other program participants.

2.0 **Mission Statement**

MPHA's policy is to comply with the Violence Against Women Reauthorization Act of 2013, Pub. L. 113-4, 127 Stat. 54 signed into law on March 7, 2013. MPHA shall not discriminate against an applicant, public housing tenant, Section 8 program participant or other program participant on the basis of the rights or privileges provided under the VAWA.

This Policy applies to all MPHA housing programs including the Section 8/HCV Program, Family Self Sufficiency Program and Housing Counseling Programs.

3.0 **Definitions**

The definitions in this Section apply only to this Policy.

Affiliated Individual: A spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in loco parentis, or any individual, tenant, or lawful occupant living in the household of that individual.

Confidentiality: Means that MPHA will not enter information provided to MPHA under 4.2 into a shared database or provide this information to any related entity except as stated in 4.3.

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; (iii) the frequency of interaction between the persons involved in the relationship. 42 U.S.C. § 1437d (u) (3) (A)

Domestic Violence: Means:

- physical harm, bodily injury, or assault;
- the infliction of fear of imminent physical harm, bodily injury or assault;
- terroristic threats under Minn. Stat. § 609.713 subd. 1; criminal sexual conduct under Minn. Stat. § 609.342., Minn. Stat. § 609.343, Minn. Stat. § 609.344, Minn. Stat. § 609.345, Minn. Stat. § 609.3451; or interference with an emergency call under Minn. Stat. § 609.78 Subd. 2.
- a felony or misdemeanor crimes of violence committed by a current or former spouse of the Victim, committed by a person with whom the Victim shares a child in common, committed by a person who is cohabitating with or has cohabitated with the Victim as a spouse, committed by a person similarly situated to a spouse of the Victim under the domestic or family violence laws of Minnesota, or committed by any other person against an adult or youth Victim who is

protected from that person's acts under the domestic or family violence laws of Minnesota. 42 U.S.C. § 1437d (u) (3) (B) and §13925 (a) (6) and Minn Stat § 518B.01.

Homeless, Homeless Individual, and Homeless Person: A person who lacks a fixed, regular and adequate nighttime residence. Also includes: a) a person who is sharing the housing of other persons due to loss of housing, economic hardship or a similar reason; b) a person living in a motel, hotel, trailer park, or campground due to lack of alternative adequate accommodations; c) a person living in emergency or transitional shelter; d) a person abandoned in a hospital; e) a person awaiting foster care placement; or f) a person who has a primary nighttime resident that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings. 42 U. S. C. § 140403e-2(6).

Involuntary Displacement: Occurs when a Victim has vacated or will have to vacate their housing unit because of Domestic Violence, Dating Violence, Sexual Assault or Stalking against the victim.

Long-term Housing: Is sustainable, accessible, affordable and safe housing for the foreseeable future and means that: a) the person rents or owns; b) is subsidized by a voucher or other program as long as the person meets the eligibility requirements of the program; c) is directly provided by MPHA, is not time limited and is available as long as the person meets the eligibility requirements of the program.

Perpetrator: A person who commits an act of Domestic Violence, Dating Violence, Sexual Assault or Stalking against a Victim. Except for Sexual Assault and stalking, the Perpetrator and Victim must be current or former spouses, parent and child, persons with children in common, persons related by blood, persons who are residing or have resided together, or persons in a significant romantic relationship.

Sexual Assault: Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the Victim lacks capacity to consent. 42 U.S.C. § 13925(a)(29). See Minn. Stat. §§ 609.342 to 609.3451.

Stalking: (a) to follow, pursue or repeatedly commit acts with the intent to kill, injure, harass or intimidate the Victim; (b) to place under surveillance with the intent to kill, injure, harass or intimidate the Victim; (c) in the course of, or as a result of such following, pursuit, surveillance, or repeatedly committed acts, to place the person in reasonable fear of the death of, or serious bodily injury to the Victim; or (d) to cause substantial emotional harm to the Victim, a member of the immediate family of the Victim or the spouse or intimate partner of the Victim. 42 U.S.C. § 13925(a)(30). Stalking is also defined in Minn. Stat. § 609.749..

Victim: Is a tenant, applicant, Section 8 participant and an Affiliated individual of such persons and who is the Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking under this Policy and who has timely and completely completed the certification under 4.2 or as requested by MPHA.

4.0 Certification and Confidentiality

4.1 Failure to Provide Certification

The person shall provide complete and accurate certifications to MPHA, owner or manager within 14 business days after the person receives a written request that the person complete the certification. If the request is mailed and accurately addressed to the person's public housing or Section 8 address, receipt shall occur 3 business days after the mailing of the request and the person shall have 17 business days from the date of the mailing to return the certification. If the person does not provide a complete and accurate certification within the 14 or 17 business day period, MPHA, the owner or manager may take action to deny or terminate participation or tenancy under: 42 U. S. C. § 1437 I (5) & (6); 42 U. S. C. §1437 (d) (c) (3); 42 U. S. C. § 1437f (c)(9); 42 U. S. C. § 1437f (d)(1)(B)(ii) & (iii); 42 U. S. C. § 1437f (o)(7)(C) &(D); or 42 U. S. C. § 1437f (o)(20) or for other good cause.

4.2 Certification

A. MPHA May Request Certification. If an applicant or Tenant claims protection under VAWA against denial of an application, termination of tenancy or other adverse action, MPHA may require the person who claims the VAWA protections to deliver a signed certification or other documentation concerning the incident or incidents. If the person does not deliver this certification within the time period allowed (see 4.1 above), they will lose the legal protections provided by VAWA.

B. Acceptable Forms of Certification. There are three ways to comply with a certification request by MPHA:

- i. Complete a certification form approved by HUD (Form HUD-50066 or other approved form); or
- ii. Provide a record of a Federal, State, tribal, territorial, or local law enforcement agency (e.g. police), court, or administrative agency; or
- iii. Provide a document signed by the Victim and signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, or a mental health professional from whom the Victim has sought assistance in addressing the domestic violence, dating violence, or stalking.

C. Self-Certification; Request for Additional Information. MPHA may accept self-certification by the person claiming to be a victim within the protection of VAWA. If MPHA determines, within its own discretion, that the information provided in the certification is inaccurate or incomplete in material respects, MPHA may request additional information, including certified or attested.

D. Perjury. The certification must state that the victim or any other person signing it or providing documentation are doing so under penalty or perjury (28. U.S.C. 1746).

E. Time Limit. The applicant or Tenant must deliver certification in one of the three ways within the time period set forth in section 4.1 above.

4.3 Confidentiality

MPHA, the owner and manager shall keep all information provided to MPHA under this Section confidential. MPHA, owner and manager shall not enter the information into a shared database or provide to any related entity except to the extent that:

- (a) the Victim requests or consents to the disclosure in writing;
- (b) the disclosure is required for termination of Section 8 assistance under 42 U. S. C. § 1437f (c)(9); 42 U. S. C. § 1437f (d)(1)(B)(ii) & (iii); 42 U. S. C. § 1437f (o)(7)(C) &(D); or 42 U. S. C. § 1437f (o)(20) (See Section 5 in this Policy); or
- (c) the disclosure is required by applicable law.
- (d) the PHA may not disclose to the owner any confidential information provided by the family in response to a PHA request for documentation of domestic violence, dating violence, sexual assault or stalking except at the written request or with the written consent of the individual providing the information. [24 C.F.R. 5.2007(a)(4)].

4.4 Compliance Not Sufficient to Constitute Evidence of Unreasonable Act

The MPHA, owner or manager's compliance with Sections 4.1 and 4.2 alone shall not be sufficient to show evidence of an unreasonable act or omission by them.

5.0 Appropriate Basis for Denial of Admission, Assistance or Tenancy.

5.1 MPHA shall not deny participation or admission to a program on the basis of a person's Victim status, if the person otherwise qualifies for admission or assistance.

- 5.2 An incident or incidents of actual or threatened Domestic Violence, Dating Violence, Sexual Assault or Stalking will not be a serious or repeated violation of the lease by Victim and shall not be good cause for denying to a Victim admission to a program, terminating Section 8 assistance or occupancy rights, or evicting a tenant.
- 5.3 Criminal activity directly related to Domestic Violence, Dating Violence, Sexual Assault or Stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or Affiliated Individual of the tenant's family is the Victim of that Domestic Violence, Dating Violence, Sexual Assault or Stalking.
- 5.4 Notwithstanding Sections 5.1, 5.2 and 5.3 MPHA, an owner or manager may bifurcate a lease to evict, remove or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal activity directly relating to Domestic Violence, Dating Violence, Sexual Assault or Stalking against an Affiliated Individual or other individual without evicting, removing, terminating assistance to or otherwise penalizing the Victim of the violence who is also a tenant or lawful occupant. 42 U.S.C. §1437d(l)(6)(B).
- 5.5 Nothing in Sections 5.1, 5.2 and 5.3 shall limit the authority of MPHA, an owner or manager, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the Victim and issued to address the distribution or possession of property among the household members when the family breaks up.
- 5.6 Nothing in Sections 5.1, 5.2 and 5.3 limits MPHA, an owner or manager's authority to evict or terminate assistance to any tenant for any violation of lease not premised on the act or acts of violence against the tenant or a member of the tenant's household. However, MPHA, owner or manager may not hold a Victim to a more demanding standard than another tenant.
- 5.7 Nothing in Sections 5.1, 5.2 and 5.3 limits MPHA, an owner or manager's authority to evict or terminate assistance, or deny admission to a program if the MPHA, owner or manager can show an actual and imminent threat to other tenants, neighbors, their employees, or persons providing service to the property if the tenant family is not evicted or terminated from assistance or denied admission.
- 5.8 Nothing in Sections 5.1, 5.2 or 5.3 limits MPHA, an owner or manager's authority to terminate assistance to individuals who engage in criminal acts including but not limited to acts of physical violence against family members or others.
- 5.9 A Section 8/HCV participant who moves out of an assisted dwelling unit to protect their health or safety and who: a) is a Victim under this Policy; b) reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the unit; and c) has complied with all other obligations of the Section 8 program may receive a voucher; and d) moves to a more safe environment as determined by MPHA, may receive a voucher and move to another Section 8 jurisdiction. 42 U.S.C. §1437f(r).

6.0 Health, Safety and the Right to Peaceful Enjoyment of the Premises

MPHA may evict, terminate assistance, deny admission to a program or trespass a Perpetrator from its property under this Policy. A Victim will act in a manner which will not disturb the peaceful enjoyment of the premises. A Victim may not be held to a more demanding standard than other Tenants. To comply with the lease, the Victim may have to take action which may include: a) obtaining and enforcing a restraining or no contact order or order for protection against the Perpetrator; b) obtaining and enforcing a trespass against the Perpetrator; c) enforcing MPHA or law enforcement's trespass of the Perpetrator; d) preventing the delivery of the Perpetrator's mail to the victim's unit; e) providing certification information; f) comply with inspections; or g) other reasonable measures.

7.0 Notice to Applicants, Participants, Tenants and Section 8 Managers and Owners.

MPHA shall provide notice to applicants, participants, tenants, managers and owners of their rights and obligations under Section 4.3 Confidentiality and Section 5.0 Appropriate Basis for Denial of Admission, Assistance or Tenancy.

8.0 Grievance Procedure

If MPHA denies a person's request for VAWA certification, the person may have the opportunity to request an Informal Hearing as explained in the Section 8/HCV Administrative Plan. However, the person may not request an Informal Hearing if the participant did not return a complete and accurate certification within the 14- or 17-day period.

9.0 Preferences

Families who are Victims under VAWA will receive a preference in MPHA's Section 8/HCV program Families who have been Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking shall provide: a) documentation signed by the Victim and an employee, agent, or volunteer of a Victim service provider, an attorney, or a medical professional from whom the Victim has sought assistance in addressing Domestic Violence, Dating Violence, Sexual Assault or Stalking or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. § 1746) to the professional's belief that the incident(s) in question are bona fide incidents of abuse; or b) a federal, state, tribal, territorial or local police or court record to establish their Victim status under this policy.

10.0 Reporting Requirements

MPHA shall include in its 5 year plan a statement of goals, objectives, policies or programs that will serve the needs of Victims. MPHA shall also include a description of activities, services or programs provided or offered either directly or in partnership with other service providers to Victims, to help Victims obtain or maintain housing or to prevent the abuse or to enhance the safety of Victims.

12.0 Conflict and Scope: This Policy does not enlarge MPHA's duty under any law, regulation or ordinance. If this Policy conflicts with applicable law, regulation or ordinance, the law, regulation or ordinance shall control. If this Policy conflicts with another MPHA policy or other portions of the Section 8/HCV Administration Plan, this Policy will control.